

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

**Thursday, September 24, 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](http://www.idahofallsidaho.gov), then archived. Thank you for your interest in City Government.*

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

2. **Pledge of Allegiance.**

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

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

A. Item from Office of the Mayor:

1. Appointment of Pamela Alexander to Municipal Services Director.

B. Item from Idaho Falls Power:

1. Ratify Power Transactions.

For your consideration are four (4) sales agreements for power transactions with Shell Energy. The sales agreements consist of selling forecast surplus energy for October and November of 2015. The total value of the sales is \$183,165 for 8,525 MWh of energy. This bundle of forward power transactions enables the power division to better match

expected loads with resources; therefore Idaho Falls Power respectfully requests ratification of the agreements.

C. Items from the City Clerk:

1. Approval of Minutes from the August 13, 2015, Regular Council Meeting, August 27, 2015, Idaho Falls Power Board Meeting, September 3, 2015, Budget Work Session and September 3, 2015, Public Hearing.
2. Approval of License Applications, all carrying the required approvals.
3. Request for Council ratification for the publication of legal notices calling for public hearings on September 24, 2015.

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

5. **REGULAR AGENDA:**

A. **Municipal Services Department:**

1. **Self-Funded Workers Compensation Excess Insurance Coverage, Broker Fees and Surety Bond Placement:** Municipal Services respectfully requests placement of insurance contracts for the above coverage with Safety National and Travelers Surety Co. The Broker is Moreton & Company whose fee is \$36,000. The price for Safety National's excess workers compensation liability policy is \$137,956. This is an increase of \$11,949 over the previous year. The contract with Travelers Casualty & Surety Co. is for \$7,455.00 which provides the surety bond of \$700,000. All three contracts will begin on October 1, 2015, and are for one year.

RECOMMENDED ACTION: To approve the placement of insurance contracts for the above coverage with Safety National and Travelers Surety Co. and authorize the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

2. **2015-2016 Line Clearance Project for Idaho Falls Power:** For your consideration is the bid tabulation for the FY2015-2016 Line Clearance Project. The sole bid received was from Davey Tree Surgery Co. This is the same company who has subcontracted this work for a number of years. Municipal Services respectfully requests that the City Council award the bid to Davey Tree Surgery Co. for an amount not to exceed \$325,000 with an expiration date of October 31, 2016.

RECOMMENDED ACTION: To award the Line Clearance Project bid to Davey Tree Surgery Co. for an amount not to exceed \$325,000, and authorize the Mayor to sign any necessary documents (or take other action deemed appropriate).

3. **Bid IF-16-01 Haul and Spread Sewer Sludge:** For your consideration is the tabulation for the above subject bid. It is the recommendation of Municipal Services and of Public Works to accept the lowest responsive responsible bid of Rhodehouse Construction Inc. for a unit amount of \$1.44 per kilo gallon which equals approximately \$295,200.00. This service will be for the period beginning October 1, 2015, and ending September 30, 2016.

**RECOMMENDED ACTION:** To accept the lowest responsive responsible bid of Rhodehouse Construction Inc. for a unit amount of \$1.44 per kilo gallon which equals approximately \$295,200.00, and authorize the Mayor to sign any necessary documents (or take other action deemed appropriate).

4. **Bid IF-16-02 Cylinders/Containers of Chlorine and Sodium Bisulfite:** For your consideration is the tabulation for above subject bid. It is the recommendation of Municipal Services and Public Works to accept the low bid of Thatcher Company for the following Sections. This service will be for the period beginning October 1, 2015, and ending September 30, 2016.

Section	Description	Price per Container/Cylinder	Approximate Annual Cost
I	Chlorine, 150 Pound Cylinders	\$222.00	\$45,288.00
II	Chlorine, 1-Ton Container	\$1,090.00	\$209,280.00
III	Sodium Bisulfite, per Gallon	\$1.45	\$116,000.00
		Approximate Lump Sum	\$370,568.00

**RECOMMENDED ACTION:** To accept the low bid of Thatcher Company for the above listed Sections and authorize the Mayor to sign any necessary documents (or take other action deemed appropriate).

5. **Bid IF-15-13 Dasher Board System:** It is the recommendation of Municipal Services and of the Parks and Recreation Department to accept and award the lowest responsive responsible bid to Becker Arena Products in the amount of \$118,985.00. Using the options of re-using the existing Box Floors and Benches saved the City \$2,230.00.

**RECOMMENDED ACTION:** To accept and award the lowest responsive responsible bid to Becker Arena Products in the amount of \$118,985.00, using the options of re-using the existing Box Floors and Benches, and authorize the Mayor to sign any necessary documents (or take other action deemed appropriate).

6. **Tenant Improvements at 310 D Street:** For your consideration is the tabulation for the Tenant Improvement at 310 D Street. Municipal Services and Alderson, Karst & Mitro Architects, P.A. recommend awarding the contract to Pacific West Construction in the amount of \$336,978.00. Municipal Services respectfully requests the City Council approve and award the bid to Pacific West Construction and authorize the Mayor to execute the contract.

**RECOMMENDED ACTION:** To award the contract for Tenant Improvement at 310 D Street to Pacific West Construction in the amount of \$336,978.00, and authorize the Mayor to execute the contract (or take other action deemed appropriate).

7. **Bid IF-15-26 Fabricate and Install Signage and Graphic Element Monument:** The City Council approved and authorized Municipal Services and the Parks and Recreation Department to purchase the above listed signs on the open market. It is the recommendation of Municipal Services and of the Parks and Recreation Department to accept the bid from Creo Arts to fabricate 194 signs for a total purchase amount of \$92,923.00 with a grant that will pay for \$14,523.00 of the purchase amount.

RECOMMENDED ACTION: To accept the bid from Creo Arts to fabricate 194 signs for a total purchase amount of \$92,923.00 with a grant that will pay for \$14,523.00 of the purchase amount (or take other action deemed appropriate).

B. **Idaho Falls Airport:**

1. **Request for Council Ratification – Acceptance of FAA Grant Offer Air Carrier Apron Expansion, Deice Pad and Employee Parking Lot Project - FAA AIP Project No. 3-16-0018-040-2015:** The Airport Department respectfully requests Council ratification of the acceptance and execution of Federal Aviation Administration (FAA) Grant Offer AIP No. 3-16-0018-040-2015 in the amount of \$2,070,282.00 for the Design, Construction and Construction Administration of the Air Carrier Apron Expansion, Deice Pad and Employee Parking Lot Project. This grant represents 93.75% of FAA eligible costs, with the remaining costs funded by Airport budgeted resources.

RECOMMENDED ACTION: To accept and execute the Federal Aviation Administration (FAA) Grant Offer AIP No. 3-16-0018-040-2015 in the amount of \$2,070,282.00 for the Design, Construction and Construction Administration of the Air Carrier Apron Expansion, Deice Pad and Employee Parking Lot Project (or take other action deemed appropriate).

C. **Parks and Recreation Department:**

1. **Veterinary Services Independent Contractor Agreement:** For your consideration is a draft independent contractor agreement renewal between the City of Idaho Falls and Dr. Rhonda Aliah for the purposes of providing veterinary services at the Idaho Falls Zoo at Tautphaus Park from October 1, 2015 through September 30, 2016. The agreement has been reviewed and approved by the City Attorney. The Department of Parks and Recreation respectfully requests the approval and authorization for Mayor and City Clerk to execute the documents.

RECOMMENDED ACTION: To approve the agreement renewal between the City of Idaho Falls and Dr. Rhonda Aliah for the purposes of providing veterinary services at the Idaho Falls Zoo at Tautphaus Park from October 1, 2015 through September 30, 2016, and authorize the Mayor and City Clerk to execute the documents (or take other action deemed appropriate).

2. **Parks and Recreation Commission Ordinance Changes:** For your consideration is a draft Parks and Recreation Commission Ordinance with proposed changes to clarify general language, seat delineations and attendance requirements. The changes have been reviewed and approved by the City Attorney. The Department of Parks and Recreation respectfully requests the authorization and approval of said changes by City Council.

RECOMMENDED ACTION: To approve the Parks and Recreation Commission Ordinance with proposed changes to clarify general language, seat delineations and attendance requirements 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).

3. **Professional Design Services Tautphaus Park Master Plan:** The Parks and Recreation Department respectfully requests authorization to enter into an agreement with Design Workshop to provide design services for the Tautphaus Park Master



Plan. This agreement has been reviewed and approved by the City Attorney. The Parks and Recreation Department respectfully requests authorization for Mayor and City Clerk to sign and execute said agreement.

RECOMMENDED ACTION: To enter into an agreement with Design Workshop to provide design services for the Tautphaus Park Master Plan and authorize the Mayor and City Clerk to sign and execute said agreement (or take other action deemed appropriate).

D. **Human Resources Department:**

1. **Resolution amending Section X, Work Week and Determination of Benefits, Paragraph C of the City of Idaho Falls Personnel Policy:** The Department of Human Resources recommends approval of a Resolution amending Section X, Work Week and Determination of Benefits, Paragraph C of the City of Idaho Falls Personnel Policy. Our measurement period recently ended and we have completed our audit relative to requirements associated with the Patient Protection and Affordable Care Act. In reviewing our current Personnel Policy with regard to benefits for part-time employees we need to make some changes in order to be compliant with the Patient Protection and Affordable Care Act, which requires affordable coverage.

RECOMMENDED ACTION: To approve the Resolution amending Section X, Work Week and Determination of Benefits, Paragraph C of the City of Idaho Falls Personnel Policy and authorize the Mayor to execute necessary documents (or take other action deemed appropriate).

E. **Idaho Falls Power:**

1. **Approve Change Order #2 for the Old Lower Plant Generator Rewind Project:** On June 19, City Council awarded the Old Lower Plant general contractor bid to Hydro Consulting and Maintenance Services Inc. (HCMS) in the amount of \$4,858,776.46. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and is in both FY15 and FY16 budgets. In the award memo addressed to Council, staff noted that the bid included some potential deducts that were to be explored as construction progressed. Exploration of those deducts resulted in the initial purchase order to HCMS being issued for \$320,400.00 less than the HCMS bid and Council authorized award level. As the contractor advanced with site preparation work, specifically sandblasting, cracking and cavitation was identified. The contractor along with our engineer, Mooney Consulting, evaluated the structural defects and have agreed that Change Order #2 in the amount of \$163,730.00 is necessary. With this change order, the new contract sum is \$4,702,106.46, less than the original award amount. Idaho Falls Power respectfully requests City Council approve Change Order #2 for \$163,730.00 and authorize the Mayor to execute the document.

RECOMMENDED ACTION: To approve Change Order #2 for \$163,730.00 and authorize the Mayor to execute the document (or take other action deemed appropriate).

2. **Approve Change Order #5 for the Old Lower Plant Generator Rewind Project:** On June 19, City Council awarded the Old Lower Plant general contractor bid to HCMS in the amount of \$4,858,776.46. This project is a subset of the Old Lower Plant Upgrade and Rewind Project in the Capital Improvement Plan and is in both FY15 and FY16 budgets. Upon more detailed inspection of the some of the appurtenances, minor refurbishment needs were identified. The contractor submitted and our engineer, Mooney

Consulting, concurred that Change Order #5 in the amount of \$10,152.95 is necessary. With this change order, the new contract sum is \$4,712,259.41. Idaho Falls Power respectfully requests City Council approve Change Order #5 for \$10,152.95 and authorize the Mayor to execute the document.

RECOMMENDED ACTION: To approve Change Order #5 for \$10,152.95 and authorize the Mayor to execute the document (or take other action deemed appropriate).

**3. Renew Support and Services Agreement with Schneider Electric/Invensys Systems, Inc.:** Idaho Falls Power operates a complex supervisory control and data acquisition (SCADA) system to remotely monitor and control its electric system facilities. Idaho Falls Power has maintained a personal services agreement with the vendor (Invensys Systems, Inc.) for technical support for 15 years with an annual renewal. The support agreement provides access to technical information, inventory management support, personnel training, backup documentation, backup and restoration services, maintenance support in case of catastrophic loss, and planning and implementing upgrades all with minimal business disruption. Idaho Falls Power respectfully requests City Council approve renewal of the support and services agreement with Schneider Electric/Invensys Systems, Inc. in the amount of \$52,300.00 and authorize the Mayor to execute the document.

RECOMMENDED ACTION: To approve renewal of the support and services agreement with Schneider Electric/Invensys Systems, Inc. in the amount of \$52,300.00 and authorize the Mayor to execute the document (or take other action deemed appropriate).

**4. Approve Contract with Chapman and Cutler, LLP:** Following retirement of all bonds, Idaho Falls Power has reengaged Chapman and Cutler to review financial and risk management policies of the electric utility. The utility has worked with Chapman and Cutler since the original bond issuance for the Gem State facility. Additionally, they were the lead on drafting the current financial and risk management policies. Idaho Falls Power requests authorization to negotiate a contract with Chapman and Cutler, LLP for an amount not to exceed \$30,000.00.

RECOMMENDED ACTION: To authorize to negotiate a contract with Chapman and Cutler, LLP for an amount not to exceed \$30,000.00 (or take other action deemed appropriate).

**5. Authorize Acquisition of Milsoft Utility Solutions Licenses:** Idaho Falls Power is updating its electric modeling software to provide for direct integration with other systems used at the utility. The utility solicited quotes from vendors; the lowest responsible quote was received from Milsoft Utility Solutions. Idaho Falls Power requests Council approve acquisition of Milsoft Utility Solutions licenses for an amount not to exceed \$33,500.00 and authorize the Mayor to execute the documents.

RECOMMENDED ACTION: To approve acquisition of Milsoft Utility Solutions licenses for an amount not to exceed \$33,500.00 and authorize the Mayor to execute the documents (or take other action deemed appropriate).

F. **Public Works Department:**

1. **Alley Vacation Request - Alley between Lots 1-10 & 39-48, Block 23, Highland Park Addition:** The developers of the property located in the Highland Park Addition have requested the vacation of the alley that runs between Lots 1-10 & 39-48 of Block 23. Utility representatives have reviewed and approved the vacation, provided it be used in the future as a public utility easement. The developer is willing to grant said easement prior to alley vacation. Public Works requests authorization for the City Attorney to prepare documents needed to accomplish the alley vacation.

RECOMMENDED ACTION: To authorize the City Attorney to prepare documents needed to accomplish the alley vacation between Lots 1-10 & 39-48, Block 23, Highland Park Addition (or take other action deemed appropriate).

2. **Easement Vacation Request - Deed of Easement referenced as Instrument Number 804366:** Ellsworth and Associates and the owner of the subject lot are asking that the utility easement along the west edge of the lot be vacated. There are no existing utilities in the easement and Idaho Falls Power has reviewed and is in agreement with the vacation. Public Works requests authorization for the City Attorney to prepare documents needed to accomplish the vacation.

RECOMMENDED ACTION: To authorize the City Attorney to prepare documents needed to accomplish the easement vacation referenced as Instrument Number 804366 (or take other action deemed appropriate).

G. **Community Development Services Department:**

1. **Business Improvement District Management Agreement:** For your consideration is the Business Improvement District (BID) Management Agreement for the 2015-2016 Fiscal Year. The agreement is between the City and the Idaho Falls Downtown Development Corporation and includes the roles and responsibilities for each entity for management of the BID. Staff respectfully requests approval of the agreement.

RECOMMENDED ACTION: To approve the Business Improvement District (BID) Management Agreement between the City of Idaho Falls and the Idaho Falls Downtown Development Corporation and authorize the Mayor to execute any necessary documents (or take other action deemed appropriate).

2. **Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Printcraft Addition, Division No. 1:** For your consideration is the application for a Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Printcraft Addition, Division No. 1. The Planning and Zoning Commission considered this item at its August 18, 2015, meeting and recommended approval. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

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

a. To approve the Development Agreement for Printcraft Addition, Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents.

- b. To accept the Final Plat for Printcraft Addition, Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Printcraft Addition, Division No. 1, and give authorization for the Mayor to execute the necessary documents.

3. **Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Avalon Village, Division No. 1:** For your consideration is the application for a Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Avalon Village, Division No. 1. The Planning and Zoning Commission considered this item at its September 1, 2015, meeting and recommended approval with the conditions included in the development agreement. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

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

- a. To approve the Development Agreement for Avalon Village, Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Avalon Village, Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Avalon Village, Division No. 1, and give authorization for the Mayor to execute the necessary documents.

4. **Ordinance to change Fountain Bleu Lane to Madison Avenue:** For your consideration is an Ordinance changing the name of Fountain Bleu Lane to Madison Avenue. The request was made by an adjacent property owner. There are currently no properties addressed from Fountain Bleu Lane. All adjacent property owners were notified of the proposed change and have not submitted any concerns to staff. Staff respectfully requests approval of the Ordinance.

RECOMMENDED ACTION: To approve the Ordinance changing the name of Fountain Bleu Lane to Madison Avenue 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).

5. **Public Hearing – Annexation with Initial Zoning of PB, Final Plat, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, Freeman Medical Plaza, Division No. 1:** For your consideration is the application for Annexation with Initial Zoning of PB, Final Plat, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, for Freeman Medical Plaza. Division No. 1. The Planning and Zoning Commission considered this item at its August 4, 2015, meeting and recommended approval with conditions. All of the conditions have been addressed on the plat and annexation agreement. Staff concurs with the recommendation of the Planning and Zoning Commission. This item is now being submitted to the Mayor and City Council for consideration.

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

- a. To approve the Annexation Agreement for Freeman Medical Plaza, Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To approve the Ordinance annexing Freeman Medical Plaza, 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 for Freeman Medical Plaza, 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 Medical Services and establishing the initial zoning for Freeman Medical Plaza, Division No. 1 as PB (Professional and Business Office), 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 PB for Freeman Medical Plaza, Division No. 1, and give authorization for the Mayor to execute the necessary documents.
- f. To accept the Final Plat for Freeman Medical Plaza, 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 Freeman Medical Plaza, Division No. 1, and give authorization for the Mayor to execute the necessary documents.

**6. Public Hearing – Annexation with Initial Zoning of R-1, Final Plat, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, South Point, Division No. 8:** For your consideration is the application for Annexation with Initial Zoning of R-1, Final Plat, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, for South Point, Division No. 8. The Planning and Zoning Commission considered this item at its August 18, 2015, meeting and recommended approval. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

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

- a. To approve the Annexation Agreement for South Point, Division No. 8, and give authorization for the Mayor and City Clerk to execute the necessary documents.

- b. To approve the Ordinance annexing South Point, Division No. 8, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for South Point, Division No. 8, and give authorization for the Mayor to execute the necessary documents.
- d. To approve the Ordinance assigning a Comprehensive Plan Designation of Low Density and establishing the initial zoning for South Point, Division No. 8 as R-1 (Residential), 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 South Point, Division No. 8, and give authorization for the Mayor to execute the necessary documents.
- f. To accept the Final Plat for South Point, Division No. 8, 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 South Point, Division No. 8, and give authorization for the Mayor to execute the necessary documents.

7. **Public Hearing – Zoning Ordinance Renumbering:** For your consideration is an Ordinance which renumbers the City of Idaho Falls Zoning Ordinance. The purpose of the renumbering is to integrate the Zoning Ordinance with the rest of City Code instead of being a standalone ordinance. The Planning and Zoning Commission considered this item at its August 4, 2015, meeting and recommended approval. Staff concurs with the recommendation. This item is now being submitted to the Mayor and City Council for consideration.

**RECOMMENDED ACTION:** To approve the Ordinance renumbering the City of Idaho Falls Zoning Ordinance, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

**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:**



# Memorandum

To: Idaho Falls City Council  
From: Rebecca Casper, Mayor  
Date: September 22, 2015  
Re: Appointment of Pamela Alexander as Director, Municipal Services

---

I respectfully request City Council approval for the appointment of Pamela Alexander to the position of Municipal Services Director.

Ms. Alexander will add critical expertise to our City Administration. She is particularly well trained in budget analytics, having worked in the city of Mesa, AZ for several years in various budget analysis positions for various departments within that large city. She comes to us not only familiar with city budgeting, but also with internal city processes. She participated in a Mesa city executive training program designed to nurture the city's emerging administrative professionals. Her professional training should serve our city organization and our citizens well as we seek to examine key budget and city finance processes.

Ms. Alexander was one of many applicants for the position. The HR screeners identified five candidates for final interview. All candidates participated in a three-part interview process consisting of group interviews with those who interact most closely with Municipal Services—1) Employees of MS, 2) Department Directors, and 3) Community and City Leadership. Seven directors participate on the Director team. The Leadership team consisted of two the Council members who serve as liaisons to MS, Director Rockwood, a finance executive from a local business, the MS Director counterpart from the city of Pocatello, and myself.

For further information please find attached both a resume and the application for Ms. Alexander. If approved, she would start on November 2<sup>nd</sup>.

I am confident our city will be well served with Ms. Alexander in this position. I encourage you to offer both your supporting vote and a welcome as she joins the city's management team. I expect that she will be reaching out to each of you shortly after she arrives in November.



---

**Education and Professional Development**

Certified Public Manager, Arizona State University

Master of Business Administration, University of Phoenix

Bachelor of Science in Public Administration, University of Arizona

City Manager Executive Manager Rotation Alumna

Arizona County Managers Association Associate Member

ICMA Associate Member

---

**Senior Fiscal Analyst, City of Mesa Development and Sustainability Department**

June 2013 - Present

- Prepare, manage and report on the department's annual budget of \$8 million dollars and revenue of over \$9M.
- Develop financial analysis and forecasting of department operational funds, including personal services, overtime, revenue and other strategic initiative projects.
- Provide technical guidance and direction to department staff in the areas of budget, purchasing, accounting, capital improvement project funding and contracting.
- Department approval authority for invoices, purchases and various accounting related documents.
- Analyze and conduct audits on Department's permit and plan review receipts.
- Supervise Department Administrative section.

**Police Budget Coordinator, City of Mesa Police Department**

November 2010-June 2013

- Prepared, managed and reported on the department's fiscal budgets ranging from \$140 to \$150 million dollars with multiple funding sources.
- Developed financial analysis and forecasting of department operational funds, including personal services, overtime, construction projects and other strategic initiative projects.
- Supervised staff responsible for grant administration.
- Coordinated the capital improvement program process for the department.
- Provided technical guidance and direction to department staff in the areas of budget, purchasing, accounting and contracting.
- Managed the department's purchasing functions per City policy.
- Supervised professional level staff.

**Pamela Anna Alexander**

Page Two

---

**Budget Coordinator, City of Mesa Office of Management and Budget**  
February 2007 – November 2010

- Coordinated the city's five-year capital improvement program of over \$1 billion dollars, seven-year capital improvement program forecast and two and five-year bond programs.
- Prepared financial reports, expenditure and forecast estimates, bond election documentation, start-up and ongoing operational expenses for city management.
- Prepared special projects as assigned.
- Supervised professional level staff.

**Senior Fiscal Analyst, City of Mesa Development Services Department**  
November 2000-February 2007

- Promoted from Fiscal Analyst.
- Coordinated the Development Services Department consisting of ten responsibility centers, ranging from Transportation to Engineering, with a capital improvement program of over \$200 million dollars.
- Prepared departmental financial reports, budget presentations to city council, developed and coordinated 20-year budget plan for the department.
- Supervised professional and para-professional staff.

**Director of Procurement, Providence Service Corporation, Tucson, Arizona**  
February 1998 – November 2000

*Providence Service Corporation provides and manages government sponsored social services within 32 states and the District of Columbia. Providence became a publicly traded company on the NASDAQ global market in August 2003.*

- Promoted to Director of Procurement.
- Managed over 20 risk-based and fee-for-service behavioral health contracts.
- Developed and managed project objectives for the submission of million dollar competitive in and out-of state business proposals with a 90-95% award success rate.
- Performed provider relations activities negotiate, improve operational processes and resolve complaints.

**2015-0630 - Municipal Services Director****Contact Information -- Person ID: 21017268**

Name:	Pamela A Alexander	Address:	3464 N. Olympic Mesa, Arizona 85215 US
Home Phone:	602-318-0042	Alternate Phone:	602-644-2634
Email:	pmle@aol.com	Former Last Name:	
Month and Day of Birth:	08/16		

**Personal Information**

Driver's License:	Yes, Arizona , D05679611 , Class D
Can you, after employment, submit proof of your legal right to work in the United States?	Yes
What is your highest level of education?	Master's Degree

**Preferences**

Preferred Salary:	
Are you willing to relocate?	Yes
Types of positions you will accept:	Regular
Types of work you will accept:	Full Time
Types of shifts you will accept:	Day

**Objective****Education**

**Professional**  
*Arizona State University*  
 12/2006 - 12/2006  
 Phoenix, Arizona

Did you graduate: Yes  
 College Major/Minor: Certified Public Manager  
 Degree Received: Certification

**Graduate School**  
*University of Phoenix*  
 2/1993 - 8/1996  
 Tucson, Arizona

Did you graduate: Yes  
 College Major/Minor: Business Administration  
 Degree Received: Master's

**College**  
*University of Arizona*  
 8/1985 - 5/1989  
 Tucson, Arizona

Did you graduate: Yes  
 College Major/Minor: Public Administration  
 Degree Received: Bachelor's

**Work Experience**

**Senior Fiscal Analyst**  
 6/2013 - Present

City of Mesa  
 mesaaz.gov  
 55 N. Center  
 Mesa, Arizona 85201  
 480-644-2634

Hours worked per week: 40  
 Monthly Salary: \$7,520.00  
 # of Employees Supervised: 4  
 Name of Supervisor: Christine Zielonka -  
 Department Director  
 May we contact this employer? Yes

**Duties**

Prepare and monitor the Development Services Department annual budget of \$8 million dollars in operating funds and \$9 million dollars in revenue.  
 Prepare department monthly financial expenditure and revenue reports.  
 Prepare revenue forecasting, staffing analysis and budget presentations to city management and city council.

Responsible for reviewing and approving invoices.  
Responsible for accounting and auditing functions.  
Supervise professional and para-professional staff.

#### Reason for Leaving

I am interested in relocating to Idaho Falls to be with my family.

**Budget Coordinator**  
11/2010 - 6/2013

City of Mesa  
mesaaz.gov  
130 N. Robson  
Mesa, Arizona 85205  
480-644-2170

Hours worked per week: 40  
Monthly Salary: \$7,152.00  
# of Employees Supervised: 3  
Name of Supervisor: Harold Rankin -  
Lieutenant  
May we contact this employer? Yes

#### Duties

Prepared and managed the Department's fiscal budget of over \$140 million dollars, with multiple funding sources (general fund, bonds, grants and asset forfeiture).  
Prepared and presented Department annual budget to City Management and City Council.  
Developed financial plans and analysis for department management to cover operations, construction projects, staffing plans and other strategic planning initiatives.  
Reported on department's financial condition, including the forecasting of expenditures and revenue.  
Coordinated the department's capital improvement program process.  
Managed the department's purchasing and contracting functions.  
Supervised staff responsible for grant administration.  
Supervised professional level staff.  
Served as department's core team member in the deployment of a new financial and purchasing system (enterprise resource planning).  
Received two Team Work Citations from Department Command staff.

During my two and half years at the Mesa Police Department, I had a couple of supervisors that rotated in and out of the financial services unit. However, Lieutenant Rankin worked with me the most and can confirm the position duties I have described in this summary. I also can provide copies of performance evaluations to support my level of performance in this position.

#### Reason for Leaving

After completing a 3-month Executive Manager rotation program (July 2012-October 2012) in the City Manager's Office, I was approached by two Department Directors that expressed an interest in me joining their Department Management team as the Department's Senior Fiscal Analyst. I interviewed and accepted the position as the Senior Fiscal Analyst position in the Development Services Department.

**Budget Coordinator**  
2/2007 - 11/2010

City of Mesa  
mesaaz.gov  
20 E. Main Street  
Mesa, Arizona 85201  
480-644-4941

Hours worked per week: 40  
Monthly Salary: \$6,998.00  
# of Employees Supervised: 1  
Name of Supervisor: Candace Cannistraro -  
Office of Management and Budget Director  
May we contact this employer? Yes

#### Duties

Promoted from Senior Fiscal Analyst.  
Coordinated the City's five-year capital improvement program of over \$1 billion dollars, seven-year capital improvement program forecast and two and five-year bond programs.  
Prepared financial reports, expenditure and forecast estimates, bond election documentation, start-up and ongoing operational expenses for city management.  
Prepared special projects as assigned.  
Supervised professional level staff.

#### Reason for Leaving

I was interested in learning about the City's Police Department operations. I applied for and was selected for the Budget Coordinator position in the Police Department.

**Senior Fiscal Analyst**  
11/2000 - 2/2007

Hours worked per week: 40  
Monthly Salary: \$6,918.00

City of Mesa  
mesaaz.gov  
20 E. Main Street  
Mesa, Arizona 85201  
480-644-3269

# of Employees Supervised: 3  
Name of Supervisor: Jack Friedline (Retired)  
- Department Director, Development  
Services  
May we contact this employer? Yes

**Duties**

Promoted from Fiscal Analyst.  
Coordinated the Development Services Department budget consisting of ten responsibility centers, ranging from Transportation to Engineering, with a capital improvement program of over \$200 million dollars.  
Prepared department financial reports, budget presentations to city council, developed and coordinated 20-year budget plan for the department.  
Submitted state and federal grant reports.  
Supervised professional and para-professional staff.

**Reason for Leaving**

Applied for and was promoted to the Budget Coordinator position to oversee the Capital Improvement budgeting process in the Budget Office, now called Office of Management and Budget. I am still in contact with my former supervisor Mr. Friedline and can provide his contact information as an additional reference upon request.

**Certificates and Licenses****Skills**

Office Skills

Typing:

Data Entry:

**Additional Information**

Additional Information

Approved for Law Enforcement background clearance while working at the Mesa Police Department.

Additional Information

Selected to serve a three month special assignment rotation in the City Manager's Office as an Executive Manager.

Volunteer Experience

Past board member of the Mesa YMCA.

Interests & Activities

Associate Member of the Arizona City/County Management Association.  
Associate Member of ICMA.

**References**

Professional

**Solano, Alisha**

Assistant Water Services Director, City of Phoenix  
200 W. Washington Street, 9th Floor  
Phoenix, Arizona 85003-1611  
602-262-6755  
[alisha.solano@phoenix.gov](mailto:alisha.solano@phoenix.gov)

Professional

**Cleavenger, Dan**

Water Resources Department Director, City of Mesa  
620 N. Mesa Drive  
MESA, Arizona 85211

480-644-3125  
[dan.cleavenger@mesaaz.gov](mailto:dan.cleavenger@mesaaz.gov)

Professional  
**Christensen, Susan**  
 Budget and Finance Manager, Maricopa County Office of  
 Enterprise Technology  
 301 S. 4th Avenue, Suite 200  
 Phoenix, Arizona 85003  
 602-506-8202  
[christensens002@mail.maricopa.gov](mailto:christensens002@mail.maricopa.gov)

#### Resume

#### Text Resume

#### Attachments

Attachment	File Name	File Type	Created By
Pamela A Alexander-Supplemental Questions for Municipal Services Director.docx	Pamela A Alexander-Supplemental Questions for Municipal Services Director.docx	Other	Job Seeker
Pamela A Alexander Resume-2015.docx	Pamela A Alexander Resume-2015.docx	Resume	Job Seeker

#### Agency-Wide Questions

- Q: Have you previously worked for the City of Idaho Falls?  
A: No
- Q: Have you ever been charged, convicted of, or entered a plea of guilty, no contest, or had a withheld judgment to a Felony?  
A: No
- Q: If you have been convicted of, or entered a plea of guilty, no contest, or had a withheld judgment to a Felony, please explain.  
A:
- Q: Are you related by blood or marriage to any person now employed by the City?  
A: No
- Q: If you are related by blood or marriage to any person now employed by the City, provide name of related City employee, employing department (if known), and relationship to you.  
A:
- Q: Have you ever been dismissed or asked to resign from a position?  
A: No
- Q: If you have been dismissed or asked to resign from a position, please explain.  
A:
- Q: Per Idaho Code, Title 65, Chapter 5, the City will afford a preference to employment of veterans. In the event of equal qualifications and experience between candidates for an available position, a veteran who qualifies will be given preference. Please complete the information below; If veteran's preference is claimed, you must attach a copy of your Certificate of Release or Discharge from Active Duty, DD-214, member 4 copy, to this application. For definitions of terms, such as "veteran" and "active duty", refer to Idaho Code § 65-502, 5 U.S.C. § 2108 and 38 U.S.C. § 101.  
A: I am not eligible or am not claiming veteran's preference.
- Q: Have you ever been employed by the City of Idaho Falls using "Veteran's Preference" pursuant to Idaho Code § 65-503 or its successor?  
A: No

10. Q: Have you used, possessed, or distributed any type of illegal controlled substance, including but not limited to Marijuana, PCP, LSD, Cocaine, Heroin, Ecstasy, Mushrooms or Methamphetamine, in the past 5 years?

A:

**Supplemental Questions**

1. Q: Please see the body of the job posting for instructions on how to submit the Supplemental Questions.

A: OK



A Division of the City of Idaho Falls

"A community with its own kind of energy"



## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Bear Prairie, Assistant General Manager *Bear*

**DATE:** September 11, 2015

**Re:** Consent Agenda – Ratify Power Transactions

---

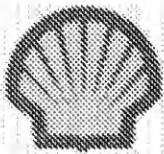
Attached are four sales agreements for power transactions with Shell Energy. The sales agreements consist of selling forecast surplus energy for October and November of 2015. The total value of the sales is \$183,165 dollars for 8,525 MWh of energy.

This bundle of forward power transactions enables the power division to better match expected loads with resources; therefore Idaho Falls Power respectfully requests ratification of the attached agreements.

BP/174

Cc: City Clerk  
City Attorney  
File





Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

713-767-5500

September 09, 2015

Deal No.

2775447

CITY OF IDAHO FALLS  
140 S CAPITOL AVENUE,  
IDAHO FALLS, ID 83405  
Fax: 1(208)612-8435

### CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on September 09, 2015, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P.

SELLER: CITY OF IDAHO FALLS

PRODUCT/FIRMNESS: WSPP Sch. C

---

PERIOD OF DELIVERY 10/01/2015 through 10/31/2015 ✓  
QUANTITY: 5 Mws of energy per hour ✓  
PRICE: \$ 20.25/Mwhr Fixed ✓  
DELIVERY POINT(S): MONA ✓  
SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400

---

TIME ZONE: PPT  
TOTAL MWH: 1,560 ✓

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Coral at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2014

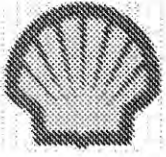
This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to (713) 767 5414. If no facsimile objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, five (5) business days after delivery of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By: *Blair Prairie*  
Name: Blair Prairie  
Title: ALM  
Date: 9/10/15

By: *John W. Pillion*  
Name: John W. Pillion  
Title: Confirmations Team Lead  
Date: 09/09/2015



Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

713-767-5500

September 09, 2015

Deal No.

2775455

CITY OF IDAHO FALLS  
140 S CAPITOL AVENUE,  
IDAHO FALLS, ID 83405  
Fax: 1(208)612-8435

### CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on September 09, 2015, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P.

SELLER: CITY OF IDAHO FALLS

PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 11/01/2015 through 11/30/2015 ✓

QUANTITY: 5 Mws of energy per hour ✓

PRICE: \$ 21/Mwhr Fixed ✓

DELIVERY POINT(S): MONA ✓

SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400

TIME ZONE: PPT

TOTAL MWH: 1,685 ✓


SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Coral at 1-(800) 267-2562.

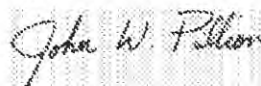
SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2014

This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to (713) 767 5414. If no facsimile objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, five (5) business days after delivery of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

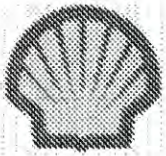
CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By:   
Name: Bear Brinic  
Title: AGM  
Date: 9/10/15

By:   
Name: John W. Pillion  
Title: Confirmations Team Lead  
Date: 09/09/2015





Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

713-767-5500

September 09, 2015

Deal No.

2775444

CITY OF IDAHO FALLS  
140 S CAPITOL AVENUE,  
IDAHO FALLS, ID 83405  
Fax: 1(208)612-8435

### CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on September 09, 2015, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P.

SELLER: CITY OF IDAHO FALLS

PRODUCT/FIRMNESS: WSPP Sch. C

---

PERIOD OF DELIVERY	10/01/2015 through 10/31/2015 ✓
QUANTITY:	10 Mws of energy per hour ✓
PRICE:	\$ 20.25/Mwhr Fixed ✓
DELIVERY POINT(S):	BPA ✓
SCHEDULING:	NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400

---

TIME ZONE: PPT

TOTAL MWH: 3,120 ✓


SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Coral at 1-(800) 267-2562.

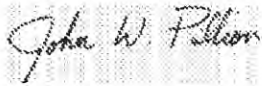
SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2014

This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to (713) 767 5414. If no facsimile objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, five (5) business days after delivery of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By:   
Name: Bear Prater  
Title: AGM  
Date: 9/10/15

By:   
Name: John W. Pillion  
Title: Confirmations Team Lead  
Date: 09/09/2015



Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

713-767-5500

September 10, 2015

Deal No.

2775450

CITY OF IDAHO FALLS  
140 S CAPITOL AVENUE,  
IDAHO FALLS, ID 83405  
Fax: 1(208)612-8435

### CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on September 09, 2015, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P. ✓  
SELLER: CITY OF IDAHO FALLS ✓  
PRODUCT/FIRMNESS: WSPP Sch. C ✓

PERIOD OF DELIVERY: 10/01/2015 through 10/31/2015 ✓  
QUANTITY: 5 Mws of energy per hour ✓  
PRICE: \$ 24.75/Mwhr Fixed ✓  
DELIVERY POINT(S): MONA ✓  
SCHEDULING: Monday thru Saturday, Hours ending 0700 thru 2200 Excluding NERC Holidays

TIME ZONE: PPT ✓  
TOTAL MWH: 2,160 ✓


SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Coral at 1-(800) 267-2562.

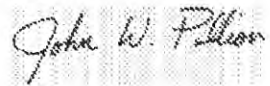
SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2014

This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to (713) 767 5414. If no facsimile objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, five (5) business days after delivery of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By:   
Name: Brian Prairie  
Title: AGM  
Date: 9/11/15

By:   
Name: John W. Pillion  
Title: Confirmations Team Lead  
Date: 09/10/2015

**AUGUST 13, 2015 - Unapproved**

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, August 13, 2015, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

There were present:

Mayor Rebecca Casper  
Councilmember Michael Lehto  
Councilmember Sharon D. Parry  
Councilmember Ed Marohn  
Councilmember David M. Smith (by phone)  
Councilmember Thomas Hally  
Councilmember Barbara Ehardt

Also present:

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

Mayor Casper invited Melvin Bundy, Boy Scout Troop #338, to come forward and lead those present in the Pledge of Allegiance.

Mayor Casper announced Community Development Services Department agenda item 5.I.2., regarding Snake River Landing, had been tabled until a future meeting and item 5.I.4., regarding Trumblee Acres, had been withdrawn from the meeting.

Mayor Casper invited any public comments not related to items on the agenda.

Ann Killian, 240 Alpine, Idaho Falls, appeared to request recycling efforts in the City.

Jeff Forbes, 272 10<sup>th</sup> Street, Idaho Falls, appeared to express his support for the greenbelt pathways. He stated a majority of the pathway projects have been provided by grants and he appreciates the Parks and Recreation staff. However, he realizes there are additional costs for maintenance and upkeep and has requested the City dedicate adequate funding on a yearly basis for the Connecting Our Communities plan.

**CONSENT AGENDA ITEMS:**

The City Clerk requested approval of Minutes from the June 25, 2015, Regular Council Meeting, July 6, 2015, Council Work Session, July 9, 2015, Regular Council Meeting, July 13, 2015, Budget Work Session, May 28, 2015, Idaho Falls Power Board Meeting, June 25, 2015, Idaho Falls Power Board Meeting, July 9, 2015, Idaho Falls Power Board Meeting.

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

The City Clerk requested approval of the Monthly Expenditure Summary for the months of June, 2015, and July, 2015.

**AUGUST 13, 2015 - Unapproved**

June 2015:

<b><u>FUND</u></b>	<b><u>TOTAL EXPENDITURE</u></b>
General Fund	\$680,290.15
Street Fund	88,681.95
Recreation Fund	24,430.13
Library Fund	155,865.03
Municipal Equipment Replacement Fund (MERF)	265,201.67
Electric Light Public Purpose Fund	64,875.56
Golf Fund	63,983.80
Self-Insurance Fund	39,192.15
Street Capital Improvement Fund	450,814.92
Parks Capital Improvement Fund	19,100.00
Airport Fund	71,588.34
Water and Sewer Fund	425,934.84
Sanitation Fund	39,139.58
Ambulance Fund	15,677.31
Electric Light Fund	2,407,224.83
Payroll Liability Fund	<u>2,592,468.97</u>
TOTAL	7,404,469.23

July 2015:

<b><u>FUND</u></b>	<b><u>TOTAL EXPENDITURE</u></b>
General Fund	\$931,331.75
Street Fund	635,793.58
Recreation Fund	34,649.91
Library Fund	182,692.21
Municipal Equipment Replacement Fund (MERF)	154,996.01
Electric Light Public Purpose Fund	33,033.13
Bus Improvement District	11,400.00
Golf Fund	82,970.44
Self-Insurance Fund	61,026.26
Street Capital Improvement Fund	1,155,216.22
Traffic Light Cap Imp Fund	56,178.11
Parks Capital Improvement Fund	6,000.00
Airport Fund	135,744.59
Water and Sewer Fund	2,576,198.06
Sanitation Fund	14,644.70
Ambulance Fund	41,536.63
Electric Light Fund	3,666,600.36
Payroll Liability Fund	<u>4,189,463.33</u>
TOTAL	13,969,475.29

The City Clerk requested approval of Monthly Treasurer's Report for the months of June, 2015, and July, 2015.

**AUGUST 13, 2015 - Unapproved**

June 2015

Dear Mayor and City Council Members:

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

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

## OATH

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

s/ Kenneth McOmber  
Kenneth McOmber

July 8, 2015  
Date Signed

## ACKNOWLEDGEMENT

STATE OF IDAHO                   )  
County of Bonneville         ) ss.

On this 8th day of July, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared KENNETH MCOMBER known to me to be the Treasurer of the City of Idaho Falls, the municipal corporation that executed the foregoing document and acknowledged to that such City executed the same.

(SEAL)

s/ Hollie Pettingill  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: 03-26-2021

July 2015

Dear Mayor and City Council Members:

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

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

## OATH



**AUGUST 13, 2015 - Unapproved**

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

s/ Kenneth McOmber  
Kenneth McOmber

August 7, 2015  
Date Signed

ACKNOWLEDGEMENT

STATE OF IDAHO                     )  
  ) ss.  
County of Bonneville             )

On this 7th day of August, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared KENNETH MCOMBER known to me to be the Treasurer of the City of Idaho Falls, the municipal corporation that executed the foregoing document and acknowledged to that such City executed the same.

(SEAL)

s/ Kami Morrison  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: 03-16-2021

The City Clerk requested Council ratification for the publication of legal notices calling for public hearings on August 13, 2015.

The Police Department requested one item:

MEMORANDUM

To: Rebecca Casper, Mayor  
From: Mark McBride, Chief of Police  
Subject: City Council Consent Agenda Item/Traffic Safety Committee Recommendations

The Idaho Falls Police Department respectfully requests approval of the Traffic Safety Committee's recommendation in the recorded meeting minutes to install a crosswalk on the eastside of Blue Ridge Dr. to include flashing lights and a shared crossing guard. This crosswalk would accommodate and provide for safer pedestrian travel to Fox Hollow Elementary School. Public Works Department has estimated the cost at \$17,900. The Idaho Falls Police Department has budgeted \$20,000 in FY 2016 to share costs with School District #91 for crossing guards.

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

Aye: Councilmember Marohn  
Councilmember Lehto



**AUGUST 13, 2015 - Unapproved**

Councilmember Ehardt  
Councilmember Hally  
Councilmember Parry  
Councilmember Smith

Nay: None

Motion carried.

**REGULAR AGENDA ITEMS:**

The Idaho Falls Airport submitted the following item for Council consideration:

**MEMORANDUM**

To: Honorable Mayor & City Council  
From: Craig H. Davis, Airport Director  
Subject: Notice of Award–Air Carrier Apron Expansion, Deice Pad and Employee Parking Lot Project – FAA AIP Project No. 3-16-0018-040-2015

Attached for your consideration is a Notice of Award to the firm providing the low bid, TMC Contractors, Inc. in the amount of \$2,384,000.00. On July 16, 2015, bids were received and opened for the Air Carrier Apron Expansion, Deice Pad and Employee Parking Lot Project. The Federal Aviation Administration (FAA) has approved the bid tabs and the recommendation to award to the low bidder.

	Engineer's Estimate	TMC Contractors, Inc.	DePatco, Inc.	HK Contractors, Inc.
Schedule I	\$2,082,156.20	\$1,916,085.00	\$2,429,419.63	\$2,074,047.50
Schedule II	\$371,690.15	\$467,915.00	\$540,319.25	\$424,749.75
<b>Total</b>	<b>\$2,453,846.35</b>	<b>\$2,384,000.00</b>	<b>\$2,969,738.88</b>	<b>\$2,498,797.25</b>

The Notice of Award is contingent upon the issuance and acceptance of FAA Grant Offer ATP #40 which will provide funding at 93.75% with the remaining costs covered under Airport budgeted funds.

s/ Craig H. Davis

It was moved by Councilmember Parry, seconded by Councilmember Smith, to approve Notice of Award to TMC Contractors, Inc. and give authorization for the Mayor to sign and execute said document. Roll call as follows:

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

Nay: None

**AUGUST 13, 2015 - Unapproved**

Motion carried.

The Idaho Falls Fire Department submitted the following items for Council consideration:

MEMORANDUM

To: Mayor and City Council  
From: Dave Hanneman, Fire Chief  
Subject: Bonneville Ambulance Contract

Attached for your consideration and approval is the 2015/2016 Ambulance Service Contract with Bonneville County. This year's contract includes changes to our service agreement which adds a sixth ambulance here in Idaho Falls and includes us servicing the Swan Valley area with a seventh ambulance. In consideration of these changes the County will be paying us \$2.3M as compared to the \$1.75M in last year's contract. Idaho Falls Fire Chief respectfully requests approval of this contract for service.

In addition to the contract approval, it is also requested authorization to move forward on hiring of 10 Paramedic/Firefighters to fill the positions needed for the sixth and seventh ambulance. This is being requested now so that we will be able to get the positions filled before the contract service begins on Oct. 1. Our intent is to hire through an expedited process of Lateral Transfers from other existing Fire Departments. Approval has already been obtained from the Civil Service Commission to bypass our normal hiring process and use a Lateral process this one time.

s/ Dave Hanneman

After brief explanation by Fire Chief Hanneman, it was moved by Councilmember Marohn, seconded by Councilmember Hally, to approve the 2015/2016 Ambulance Service Contract with Bonneville County and authorization to hire 10 Paramedic/Firefighters through the process of Lateral Transfers. Roll call as follows:

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

Nay: Councilmember Parry

Motion carried.

MEMORANDUM

To: Mayor and City Council  
From: Dave Hanneman, Fire Chief  
Subject: Construction Management/General Contractor (CMGC) Agreement for Fire Station 1

**AUGUST 13, 2015 - Unapproved**

For your consideration and approval is the agreement for Construction Management and General Contractor services for Fire Station 1. Over the past month the City conducted a Request for Proposal (RFQ) process to select the CMGC for the project. The Committee that was used to select the Architect was also used for this process and consisted of the Council Liaisons, Public Works Director, Staff from Municipal Services, and Staff from the Fire Department. Our Architect was also on the committee. We had seven proposals submitted, three were from local companies and four from outside the area. The Committee narrowed the field to four and conducted interviews. The committee voted and selected Matt Morgan Construction as our CMGC. The agreement reflects fixed costs for Mobilization/Demobilization Equipment, a Temporary Facility Fee, and an On Site Superintendent fee. In addition the CMGC fee was negotiated at 7% of budgeted amount. The Fire Department requests approval for the contract for services.

s/ Dave Hanneman

Councilmember Marohn stated the ground breaking for the Fire Station is scheduled for October 2015. The agreement is with a local company. Fire Chief Hanneman stated the architect agreement also includes the engineering team. The process in the State of Idaho allows a Construction Manager and a General Contractor, CMGC, which allows an overall savings with the project. Councilmember Lehto stated a new fire station has been in discussion for more than three (3) years and believes this process is appropriate. After further discussion, it was moved by Councilmember Marohn, seconded by Councilmember Hally, to approve the agreement for Matt Morgan Construction as the Construction Management and General Contractor services for Fire Station 1. Roll call as follows:

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

Nay:           None

Motion carried.

MEMORANDUM

To:            Mayor and City Council  
From:          Dave Hanneman, Fire Chief  
Subject:       Bonneville County Fire Protection District 1 Agreement

Attached for your consideration is the Bonneville County Fire Protection District #1 agreement with the City of Idaho Falls Fire Department. This agreement is for one (1) year. This year the revenue created will offset the Wages and Benefits of fifteen (15) Fire/EMS personnel.

Continuation of this agreement will benefit the City of Idaho Falls Fire Department and Bonneville County Fire Protection District by combining the resources and assets mutually

**AUGUST 13, 2015 - Unapproved**

held. Through this agreement we increase the protection to the citizens we protect in each of our areas of jurisdiction.

The fire department respectfully requests Council approval to continue this agreement and grant authorization for the Mayor, City Clerk and Fire Chief to sign.

Councilmember Marohn explained a minor correction in the agreement regarding personnel calculation.

It was moved by Councilmember Marohn, seconded by Councilmember Hally, to approve the agreement with modification of Schedule A to read Exhibit C and grant authorization for the Mayor, City Clerk and Fire Chief to sign said document. Roll call as follows:

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

Abstain: Councilmember Parry

Nay: None

Motion carried.

The Municipal Services Department submitted the following items for Council consideration:

**MEMORANDUM**

To: Honorable Mayor and City Council  
From: Craig Rockwood, Municipal Services Director  
Subject: Bid IF-15-25 Electrical Inventory

It is the recommendation of Municipal Services and of Idaho Falls Power to accept the lowest responsive responsible bid from the following:

Codale Electrical Supply	\$	38,139.04
General Pacific, Inc.	\$	2,523.72
Graybar Electric	\$	799.50
HD Supply Power Solutions	\$	<u>25,419.50</u>
Lump Sum Total	\$	66,881.76

s/ Craig Rockwood

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to accept the lowest responsive responsible for Electrical Inventory. Roll call as follows:

Aye: Councilmember Smith  
Councilmember Hally

**AUGUST 13, 2015 - Unapproved**

Councilmember Lehto  
Councilmember Parry  
Councilmember Ehardt  
Councilmember Marohn

Nay: None

Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council  
From: Craig Rockwood, Municipal Services Director  
Subject: Advertisements for Bids

Municipal Services respectfully requests authorization to advertise and receive bids for the following items approved in the 2015-2016 Budget.

1. Equipment
2. Equipment and Materials for Electrical Generation, Transmission, Distribution, Fiber Optics, Metering and Signalization
3. Water Pipe Fittings and Other Water Line Equipment and Materials
4. Sewer Department Materials and Supplies
5. Chlorine and Sodium Bisulfite (Sewer and Water Departments)
6. Sludge Removal (Sewer Department)
7. Road Salt and Sand (Street Department)
8. Aggregate (Crushed Gravel) (Street Department)
9. Asphalt Plant Mix/Modified Crack Sealant (Street Department)
10. Traffic Striping Paint and Solvent
11. Sanitation Refuse Containers
12. Motor Fuels, Lubricants and Services; and the Fuel obtained through a computerized fuel dispensing system

s/ Craig Rockwood

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to authorize to advertise and receive bids for miscellaneous items approved in the 2015-2016 Budget. Roll call as follows:

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

Nay: None

**AUGUST 13, 2015 - Unapproved**

Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council  
From: Craig Rockwood, Municipal Services Director  
Subject: Publication of "Notice of Public Hearing" 2015-2016 Fiscal Year Budget

Municipal Services respectfully requests the Mayor and Council to tentatively approve the 2015-2016 Fiscal Year Budget in the amount of \$191,657,450.

Approval is also requested to publish the "Notice of Public Hearing" of the 2015-2016 Fiscal Year Budget with publication dates set for August 23, 2015, and August 30, 2015.

The Public Hearing is scheduled for 7:30 p.m., Thursday, September 3, 2015, in the Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

s/ Craig Rockwood

Mayor Casper stated this is an adoption of a preliminary budget only with public hearing to follow. Councilmember Marohn briefly explained the budget, including comparison to previous years.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to tentatively approve the 2015-2016 Fiscal Year Budget in the amount of \$191,657,450 and approval to publish the "Notice of Public Hearing" of the 2015-2016 Fiscal Year Budget with publication dates set for August 23, 2015, and August 30, 2015. Roll call as follows:

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

Nay: Councilmember Parry

Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council  
From: Craig Rockwood, Municipal Services Director  
Subject: Publication of "Notice of Public Hearing" – Imposition of New Fees or Fee Increases for Fiscal Year 2015-2016

Municipal Services respectfully requests the Mayor and Council's approval to publish the "Notice of Public Hearing" regarding the imposition of new fees or fee increases for fiscal year 2015-2016, with publication dates set for August 23, 2015, and August 30, 2015.

**AUGUST 13, 2015 - Unapproved**

The Public Hearing is scheduled for 7:30 p.m., Thursday, September 3, 2015, in the Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

s/ Craig Rockwood

Mayor Casper stated any fee increase of 5% or greater is required by State law to be published.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to approve to publish the "Notice of Public Hearing" regarding the imposition of new fees or fee increases for fiscal year 2015-2016, with publication dates set for August 23, 2015, and August 30, 2015. Roll call as follows:

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

Nay: Councilmember Parry

Motion carried.

The Police Department submitted the following item for Council consideration:

**MEMORANDUM**

To: Rebecca Casper, Mayor  
From: Mark McBride, Chief of Police  
Subject: School Resource Officers (SRO) Agreement

The Idaho Falls Police Department has provided sworn officers to work as School Resource Officers within Idaho Falls School District #91 schools. This continued agreement provides for reimbursement by the School District for worked performed by the School Resource Officers. This agreement is the same as approved by the Council last year with a change of dates to make it effective during school year 2015-2016.

It was moved by Councilmember Parry, seconded by Councilmember Hally, to approve the School Resource Officers Agreement and give authorization for the Mayor to sign and execute said document. Roll call as follows:

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

**AUGUST 13, 2015 - Unapproved**

Nay: None.  
Motion carried.

Public Works Department submitted the following items for Council consideration:

MEMORANDUM

To: Honorable Mayor & City Council  
From: Chris H Fredericksen, Public Works Director  
Subject: Bid Award – Sewer Repairs 2015

On July 28, 2015, bids were received and opened for the Sewer Repairs 2015 project. A tabulation of bid results is attached.

Engineer's Estimate	DePatco, Inc.	HK Contractors, Inc.	TMC Contractors, Inc.
\$149,320.00	\$172,333.00	\$449,669.00	\$175,885.00

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, DePatco, Inc. in an amount of \$172,333.00 and, authorization for the Mayor and City Clerk to sign contract documents.

s/ Chris H Fredericksen

It was moved by Councilmember Ehardt, seconded by Councilmember Lehto, to approve of the plans and specifications, award to the lowest responsive, responsible bidder, DePatco, Inc. in an amount of \$172,333.00 and, authorize the Mayor and City Clerk to sign necessary documents. Roll call as follows:

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

Nay: None.

Motion carried.

MEMORANDUM

To: Honorable Mayor & City Council  
From: Chris H Fredericksen, Public Works Director  
Subject: Bid Award – West Snake River Greenbelt

On August 4, 2015, bids were received and opened for the West Snake River Greenbelt project. A tabulation of bid results is attached.



**AUGUST 13, 2015 - Unapproved**

Engineer's Estimate	DePatco, Inc.	Knife River Corporation	TMC Contractors, Inc.	HK Contractors, Inc.
\$725,929.11	\$852,488.88	\$1,036,631.83	\$1,111,195.30	\$1,165,343.00

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, DePatco, Inc. in an amount of \$852,488.88 and, authorization for the Mayor and City Clerk to sign contract documents.

s/ Chris H Fredericksen

Director Fredericksen stated approximately \$400,000 was received from the Redevelopment Agency (RDA), approximately \$300,000 was received from Federal Aid, and the City's contribution was just over \$100,000. Councilmember Hally stated the purpose of the RDA is for the public interest of development. The RDA is funded by tax dollars.

It was moved by Councilmember Ehardt, seconded by Councilmember Lehto, to approve of the plans and specifications, award to the lowest responsive, responsible bidder, DePatco, Inc. in an amount of \$852,488.88 and, authorize the Mayor and City Clerk to sign necessary documents. Roll call as follows:

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

Nay:           None.

Motion carried.

**MEMORANDUM**

To:            Honorable Mayor & City Council  
From:         Chris H Fredericksen, Public Works Director  
Subject:      Bid Award – Waste Water Treatment Plant (WWTP) Primary Digester Coating – Phase II

On August 4, 2015, bids were received and opened for the WWTP Primary Digester Coating - Phase II project. A tabulation of bid results is attached.

Engineer's Opinion of Probable Cost	Orion Construction	Purcell Painting & Coating, LLC
\$242,190.00	\$272,785.00	\$294,049.81

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Orion Construction in an amount of \$272,785.00 and, authorization for the Mayor and City Clerk to sign contract documents.

s/ Chris H Fredericksen

**AUGUST 13, 2015 - Unapproved**

It was moved by Councilmember Ehardt, seconded by Councilmember Lehto, to approve of the plans and specifications, award to the lowest responsive, responsible bidder, Orion Construction in an amount of \$272,785.00 and, authorize the Mayor and City Clerk to sign necessary documents. Roll call as follows:

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

Nay: None.

Motion carried.

**MEMORANDUM**

To: Honorable Mayor & City Council  
From: Chris H Fredericksen, Public Works Director  
Subject: Change Order No. 3 - Pancheri Drive; Bellin Road to Skyline Drive Project

Attached is Change Order No. 3 to the Pancheri Drive; Bellin Road to Skyline Drive project. This change order provides for additional soft spot repair to subgrade conditions encountered during construction. The total cost to the project for this change order is \$86,000.00 and total change orders to date amount to \$99,607.15 which is 2.8% of the contract. This change order has been reviewed by the City Attorney.

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

s/ Chris H Fredericksen

It was moved by Councilmember Ehardt, seconded by Councilmember Lehto, to approve Change Order No. 3; and, authorize Mayor and City Clerk to sign the documents. Roll call as follows:

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

Nay: None.

**AUGUST 13, 2015 - Unapproved**

Motion carried.

MEMORANDUM

To: Honorable Mayor & City Council  
From: Chris H Fredericksen, Public Works Director  
Subject: Amendment to Sewer Service Agreement - American Heritage Charter School

Public Works is submitting for your consideration an amendment to the Sewer Service Agreement with American Heritage Charter School. The proposed amendment will allow for an additional sewer service to a new building that will accommodate Junior/Senior High School students.

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

s/ Chris H Fredericksen

It was moved by Councilmember Ehardt, seconded by Councilmember Lehto to approve the amendment to the Sewer Service Agreement with American Heritage Charter School and, authorize Mayor and City Clerk to sign the necessary documents. Roll call as follows:

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

Nay: None.

Motion carried.

MEMORANDUM

To: Honorable Mayor & City Council  
From: Chris H Fredericksen, Public Works Director  
Subject: Water Facility Plan

In 2014, the City retained services of Murray, Smith and Associates (MSA) to conduct a Water Facility Plan Study and develop a related implementation plan. The study identified capital improvement needs and proposed suggestions for efficient management of the utility spanning a 20-year period. Findings of the Water Facility Plan's executive summary were presented to the City Council on May 11, 2015, a public meeting regarding the Plan was held on July 20, 2015, and public comments on the Plan were solicited through August 3, 2015.

**AUGUST 13, 2015 - Unapproved**

The Facility Plan was submitted to the Idaho Department of Environmental Quality and approval received on July 27, 2015. Attached is a copy of the Facility Plan.

Public Works recommends acceptance of the Water Facility Plan and adoption of the recommendations made therein.

s/ Chris H Fredericksen

Councilmember Ehardt stated although this Water Facility Plan will increase fees, she believes the fee increases are necessary. The fees will be reevaluated on a yearly basis. Councilmember Lehto stated water fees have not been increased since 2008 and the infrastructure is in need of repairs. He stated the Water Facility Plan has been in discussion for approximately three (3) years. After brief discussion, it was moved by Councilmember Ehardt, seconded by Councilmember Lehto to accept the Water Facility Plan and adoption of the recommendations made therein. Roll call as follows:

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

Nay: None.

Motion carried.

**MEMORANDUM**

To: Honorable Mayor & City Council  
From: Chris H Fredericksen, Public Works Director  
Subject: Joint Powers Agreement with the City of Ammon - 25th East (Hitt Road) And East 25th Street Traffic Signal Improvements

For your consideration is a Joint Powers Agreement (JPA) with the City of Ammon for proposed intersection improvements to 25th East (Hitt Road) and East 25th Street. The agreement addresses shared costs and other applicable items associated with improvements to this intersection. The agreement was prepared by the City Attorney.

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

s/ Chris H Fredericksen

Councilmember Ehardt stated this project began with the late Councilmember Dee Whittier and appreciates all his efforts to coordinate with the City of Ammon. Councilmember Hally appreciates the cooperation with the Target management to pursue this project. Director

**AUGUST 13, 2015 - Unapproved**

Fredericksen clarified two (2) clerical errors in the JPA which will be corrected by the City Attorney.

It was moved by Councilmember Ehardt, seconded by Councilmember Lehto, to approve this Joint Powers Agreement, with correction of clerical errors, with the City of Ammon; and, authorization for Mayor and City Clerk to sign the documents. Roll call as follows:

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

Nay: None.

Motion carried.

**MEMORANDUM**

To: Honorable Mayor & City Council  
From: Chris H Fredericksen, Public Works Director  
Subject: Bid Authorization - 25th East (Hitt Road) and East 25th Street Traffic Signal Improvements

Public Works requests authorization to advertise to receive bids for the 25th East (Hitt Road) and East 25th Street Traffic Signal Improvements project.

s/ Chris Fredericksen

It was moved by Councilmember Ehardt, seconded by Councilmember Lehto, to authorize to advertise to receive bids for the 25th East (Hitt Road) and East 25th Street Traffic Signal Improvements project. Roll call as follows:

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

Nay: None.

Motion carried.

Human Resources Department submitted the following items for Council consideration:

**AUGUST 13, 2015 - Unapproved**

MEMORANDUM

Group Health Insurance and Vision Rate Sheet with Blue Cross of Idaho for the 2015-16 Plan Year

For your consideration is the Group Health Insurance Rate Sheets with Blue Cross of Idaho for the new rates that will take effect October 1, 2015. The health insurance premium increased by 9.72 percent. The vision insurance premium increased by 12 percent.

The projected total annual premium increase for health insurance and vision insurance is approximately \$900,000.

The Department of Human Resources recommends the Mayor be authorized to sign the Group Health Insurance and Vision Rate Sheet with Blue Cross of Idaho for the 2015-16 Plan Year.

It was moved by Councilmember Marohn, seconded by Councilmember Ehardt, to authorize the Mayor to sign the Group Health Insurance and Vision Rate Sheet with Blue Cross of Idaho for the 2015-16 Plan Year. Roll call as follows:

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

Nay:            Councilmember Parry

Motion carried.

MEMORANDUM

Group Dental Insurance Renewal Rates with Delta Dental for the 2015-16 Plan Year

The Department of Human Resources recommends approval of the Group Dental Insurance Renewal Rates with Delta Dental for the 2015-16 plan year.

The proposed Delta Dental rates took a 4% increase for the 2015-16 plan year, which is about a \$27,250.00 annual increase.

It was moved by Councilmember Marohn, seconded by Councilmember Ehardt, to approve the City of Idaho Falls Group Dental Insurance Rate with Delta Dental for the 2015-16 Plan Year. Roll call as follows:

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

**AUGUST 13, 2015 - Unapproved**

Nay: None.

Motion carried.

Idaho Falls Power submitted the following item for Council consideration:

**MEMORANDUM**

To: Honorable Mayor and City Council  
From: Jackie Flowers, General Manager  
Subject: Authorize a Professional Services Contract for Municipal Broadband Infrastructure Engineering Upgrade/Future Consideration Analysis

Idaho Falls Power issued a Request for Qualifications for consulting services to provide engineering and business recommendations for future expansion of the City's existing fiber optic network. The engineering and business analysis was included in both FY15 and FY16 budgets.

The three firms responding to the solicitation were evaluated. Based upon this evaluation, Idaho Falls Power requests authorization to negotiate a contract with Finley Engineering Company, Inc. for an amount not to exceed \$56,904.00.

Councilmember Lehto stated this item has been thoroughly discussed in the Idaho Falls Power Board Meetings.

It was moved by Councilmember Lehto, seconded by Councilmember Ehardt, to authorize to negotiate a Professional Services Contract with Finley Engineering Company, Inc. for an amount not to exceed \$56,904.00. Roll call as follows:

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

Nay: None.

Motion carried.

The Legal Department submitted the following items for Council consideration:

**MEMORANDUM**

To: Honorable Mayor and City Council  
From: Randy Fife, City Attorney  
Subject: Memorandum of Understanding (MOU) between City of Idaho Falls, Idaho, and the Bonneville County Prosecuting Attorney's Office

**AUGUST 13, 2015 - Unapproved**

The Legal Department of the City of Idaho Falls, Idaho, and the Bonneville County Prosecuting Attorney's Office have negotiated an agreement for the purpose of establishing a protocol and procedures for the prosecution of felony and misdemeanor charges that arise out of the same incident and for juvenile cases charged by the Idaho Falls Police which would not normally arise out of the Juvenile Corrections Act but are converted to juvenile cases. Under the terms of the agreement, the Bonneville County will prosecute certain misdemeanors that the City would normally prosecute because these crimes arise out of the same incident as a felony and the City will prosecute certain converted juvenile cases that the County Prosecutor's Office would otherwise prosecute.

Councilmember Ehardt believes the City is being requested to increase the work load without any trade off from the County. Mr. Fife explained the City Attorney's Office prefers to coordinate with the County and the judges. He stated there is no additional compensation for this MOU but believes the current staff can manage the caseload. It was also stated there is a 30-day opt out in the MOU if this is not a workable solution. Due to the fact Councilmember Ehardt is the liaison for the City Attorney's office and stated she is not in favor of the MOU, she declined to make a motion for approval. After further discussion, it was moved by Councilmember Marohn, seconded by Councilmember Lehto, to approve the Memorandum of Understanding between the Bonneville County, Idaho, Prosecuting Attorney's Office and the City of Idaho Falls, Idaho. Roll call as follows:

Aye:            Councilmember Smith  
                 Councilmember Lehto  
                 Councilmember Marohn

Nay:            Councilmember Hally  
                 Councilmember Parry  
                 Councilmember Ehardt

Being a tie vote, Mayor Casper voted Aye.

Motion carried.

**MEMORANDUM**

To:            Honorable Mayor and City Council  
From:        Randy Fife, City Attorney  
Subject:     Elected Official Compensation Ordinance

As directed by the City Council, the City Attorney's office has prepared an ordinance to amend Idaho Falls City Code Sections 1-5-8 and 1-6-5 to increase the compensation of the Mayor and Councilmembers effective January 1, 2016. The proposed ordinance complies with the requirements of Idaho Code § 50-203, which requires that the compensation of mayors and councilmembers of Idaho cities be fixed by ordinance published at least seventy-five (75) days before a general city election and that the compensation changes be effective for all officials commencing on January 1, following the general city election.



**AUGUST 13, 2015 - Unapproved**

Councilmember Lehto stated he requested this draft ordinance, indicating there have been no salary adjustments for the Council for the previous 16 years and no salary adjustments for the Mayor for the previous eight (8) years. He proposed the Council salary increase to \$12,500 effective January 1, 2016, and \$13,000 effective January 1, 2017. He also proposed the Mayor's salary increase to \$84,000 effective January 1, 2016, and \$86,000 effective January 1, 2017. After brief discussion it was moved by Councilmember Lehto, seconded by Councilmember Marohn, to approve the Ordinance amending Idaho Falls City Code Sections 1-5-8 and 1-6-5 to increase the compensation of the Mayor and Councilmembers effective January 1, 2016, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows:

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

Nay: Councilmember Parry

Motion carried.

At the request of Councilmember Lehto, the City Clerk read the Ordinance by title only, as follows:

**ORDINANCE NO. 3015**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING IDAHO FALLS CITY CODE SECTION 1-5-8 AND 1-6-5 TO INCREASE THE COMPENSATION OF THE MAYOR AND COUNCILMEMBERS EFFECTIVE JANUARY 1, 2016; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Councilmember Smith ended phone conferencing.

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

**MEMORANDUM**

To: Honorable Mayor and City Council  
From: Brad Cramer, Community Development Services Director  
Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Intermountain Business and Technology Park, Division No. 8

Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Intermountain Business and Technology Park, Division No. 8. The Planning and Zoning Commission considered this application at its July 7, 2015

**AUGUST 13, 2015 - Unapproved**

meeting and recommended approval by a 6-0 vote. Staff concurs and recommends approval of the application. This item is now being submitted to the Mayor and City Council for approval.

Director Cramer appeared and explained this application is for a one (1)-lot plat. Following is a list of exhibits used in connection with this request:

- Slide 1: Zoning map of property
- Slide 2: Aerial photo of vicinity map
- Slide 3: Additional aerial photo with surrounding land use
- Slide 4: Photo of the preliminary plat
- Slide 5: Photo of final plat
- Slide 6: Photo looking south at extension of Boge Avenue
- Slide 7: Photo looking southwest at parcel under consideration

Director Cramer stated the application complies with the Subdivision Ordinance.

It was moved by Councilmember Parry, seconded by Councilmember Lehto, to approve the Development Agreement for Intermountain Business and Technology Park, Division No. 8, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows:

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

Nay: None.

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Lehto, to accept the Final Plat for Intermountain Business and Technology Park, Division No. 8, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows:

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

Nay: None.

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Lehto, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Intermountain

**AUGUST 13, 2015 - Unapproved**

Business and Technology Park, Division No. 8, and give authorization for the Mayor to execute the necessary documents. Roll call as follows:

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

Nay: None.

Motion carried.

**MEMORANDUM**

To: Honorable Mayor and City Council  
From: Brad Cramer, Community Development Services Director  
Subject: Public Hearing – Annexation with Initial Zoning of C-1, Final Plat, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards for Snake River Landing Division No. 9

Attached is the application for Annexation with Initial Zoning of C-1, Final Plat, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards for Snake River Landing Division No. 9. The Planning and Zoning Commission considered this application at its June 16, 2015, meeting and recommended approval by a 5-1 vote. Staff concurs and recommends approval of the application. This item is now being submitted to the Mayor and City Council for approval.

It was moved by Councilmember Parry, seconded by Councilmember Lehto, to recess the application for Annexation with Initial Zoning of C-1, Final Plat, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards for Snake River Landing Division No. 9 to the August 27, 2015, Regular Council Meeting. Roll call as follows:

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

Nay: None.

Motion carried.

**MEMORANDUM**

To: Honorable Mayor and City Council  
From: Brad Cramer, Community Development Services Director

**AUGUST 13, 2015 - Unapproved**

Subject: Public Hearing – Annexation with Initial Zoning of GC-1, Annexation Agreement, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, for M&B 6.007 Acres, NW ¼, Section 24, T 2N, R 37

Attached is the application for Annexation with Initial Zoning of GC-1, Annexation Agreement, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, for M&B 6.007 Acres, NW ¼, Section 24, T 2N, R 37. The Planning and Zoning Commission considered this application at its July 7, 2015, meeting and recommended approval with conditions by a 5-0 vote, with one member abstaining. Staff concurs and recommends approval of the application. This item is now being submitted to the Mayor and City Council for approval.

Director Cramer appeared and requested the slides, Planning and Zoning Commission minutes and staff report be entered into the record. Mayor Casper so ordered. Following is a list of exhibits used in connection with this request.

- Slide 1: Zoning map of property
- Slide 2: Aerial photo of vicinity map with surrounding land uses
- Slide 3: Site view of property with surrounding land uses
- Slide 4: Comprehensive Plan Future Land Use map
- Slide 5: Photo looking west across the site from Colorado Avenue
- Slide 6: Additional Photo looking west from Colorado Avenue
- Slide 7: Photos of north property line

Director Cramer stated lengthy discussion had been held with the Planning and Zoning Commission regarding the buffer surrounding this area including landscaping with a six (6) foot berm and planting of mature trees. He also explained areas are defined in the Zoning Ordinance and are not as defined on the Comprehensive Plan Map but staff is comfortable with the development being presented for this specific area. Brief discussion was held regarding the General Commercial (GC) Zone.

Mayor Casper invited any public comment. Travis Waters, owner of Printcraft Press, 3834 S. Professional Way, Idaho Falls, ID 83402 appeared. He stated any additional photos were to suggest possible structures to the Planning Commission. Mayor Casper closed the public hearing.

It was moved by Councilmember Parry, seconded by Councilmember Lehto, to approve the Annexation Agreement for M&B 6.007 Acres, NW ¼, Section 24, T 2N, R 37, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows:

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

Nay: None.

**AUGUST 13, 2015 - Unapproved**

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Lehto, to approve the Ordinance annexing M&B 6.007 Acres, NW ¼, Section 24, T 2N, R 37, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows:

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

Nay: None.

Motion carried.

At the request of Mayor Casper, the City Clerk read the Ordinance by title only, as follows:

**ORDINANCE NO. 3016**

AN ORDINANCE ANNEXING CERTAIN LANDS OF APPROXIMATELY 6.007 ACRES 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.

It was moved by Councilmember Parry, seconded by Councilmember Lehto, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of M&B 6.007 Acres, NW ¼, Section 24, T 2N, R 37, and give authorization for the Mayor to execute the necessary documents. Roll call as follows:

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

Nay: None.

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Lehto, to approve the Ordinance assigning a Comprehensive Plan Designation as Commercial and establishing the initial zoning for M&B 6.007 Acres, NW ¼, Section 24, T 2N, R 37, as GC-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, that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to

**AUGUST 13, 2015 - Unapproved**

reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office. Roll call as follows:

Aye: Councilmember Parry  
Councilmember Ehardt  
Councilmember Marohn  
Councilmember Lehto  
Councilmember Hally  
Nay: None.

Motion carried.

At the request of Mayor Casper, the City Clerk read the Ordinance by title only, as follows:

**ORDINANCE NO. 3017**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 6.007 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS GC-1 ZONE; ESTABLISHING A COMPREHENSIVE PLAN DESIGNATION OF "COMMERCIAL" AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Parry, seconded by Councilmember Lehto, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of GC-1 General Commercial Zoning for M&B 6.007 Acres, NW ¼, Section 24, T 2N, R 37, and give authorization for the Mayor to execute the necessary documents. Roll call as follows:

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

Nay: None.

Motion carried.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Lehto, that the meeting adjourn at 10:50 p.m. which motion passed by the following:

+

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

**AUGUST 13, 2015 - Unapproved**

Nay:           None

Motion carried.

---

CITY CLERK

---

MAYOR

**AUGUST 27, 2015**

The City Council of the City of Idaho Falls met in Special Council Meeting (Idaho Falls Power Board Meeting), Thursday, August 27, 2015, at the Idaho Falls Power Conference Room, located at 140 S. Capital Avenue in Idaho Falls, Idaho at 7:00 a.m.

There were present:

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

Absent:

Councilmember Thomas Hally

Also present:

Jackie Flowers, Idaho Falls Power Director  
Bear Prairie, Idaho Falls Power Assistant Director  
Colleen Wright, Idaho Falls Power Administrative Assistant  
Dana Briggs, Economic Development Coordinator  
Michael Kirkham, Assistant City Attorney  
Kathy Hampton, City Clerk

Councilmember Lehto called the meeting to order at 7:00 a.m. and turned the meeting to Jackie Flowers for the following agenda item:

Discussion of Utah Associated Municipal Power Systems (UAMPS) Carbon Free Power Project Study Phase Siting Agreement. Director Flowers stated this project is also known as the NuScale Small Modular Reactor (SMR) Project. NuScale, UAMPS, and Energy Northwest have signed a Teaming Agreement with an interest in building the SMR in Eastern Idaho. This project initiated in the resource project with UAMPS. Due to sufficient interest UAMPS has developed an interim project board. The open enrollment period has been extended to September 11, 2015, to allow other utility companies enrollment. Director Flowers stated this is a request for the City's involvement with the agreement and the project will be conducted in Phases. The first phase known as the Fatal Flaw Analysis, will determine the site selection. Phase I will cost an estimated \$3 million which UAMPS, through NuScale, has been awarded 50% cost share from the Department of Energy (DOE). She explained the process involving the Nuclear Regulatory Commission (NRC) and the National Environmental Protection Act (NEPA) regarding all components for site review and final site selection.

Councilmember Lehto believes this is a good project and the City should become involved with this project at the ground level and see where it develops, knowing the City can cancel at any time.

Director Flowers stated there will be in-depth analysis and regular decision points ("go"/"no go") with UAMPS regarding the SMR. She stated for the site selection memo, the City's would invest at 10,000 kilowatts with a cost of approximately \$50,000, final costs will depend upon final subscription levels of all interested UAMPS members. UAMPS had initially designated



**AUGUST 27, 2015**

Idaho Falls for 65,000 kilowatts. But Director Flowers indicated that load projections do not support that level of investment. Mr. Prairie stated the lower kilowatts would help preserve our energy while maintaining the low cost of power. Councilmember Smith stated the City's low power costs are in part due to buying power from Bonneville Power Administration (BPA) and questioned the length of the City's contract with BPA. Mr. Prairie stated the current BPA contract continues through 2028 with BPA performing a rate case every two (2) years without any surcharges. Director Flowers stated the City is heavily hydro dependent and is investigating other options for power to diversify our power portfolio. Brief discussion followed regarding base-load energy, coal plants, and natural gas.

Councilmember Ehardt stated energy needs are increasing and requirements are becoming more difficult. She is in favor of this agreement.

Mayor Casper is also in favor of this agreement. She stated the City and Director Flowers are positioned to be the leaders because of the local nuclear lab and the low power rates. She believes the legislature is also in favor of this project and stated this could be an economic development increase for our community.

Councilmember Parry is in favor of the agreement but believes the City needs to be open-minded regarding the amount of kilowatts and be prepared to increase the kilowatt amount if needed.

Councilmember Smith believes the amount of kilowatts should be increased.

Councilmember Lehto stated future discussions about this project will occur.

Director Flowers proceeded to agenda item:

Discussion of Fees and Electric Rates to be published as part of the FY15-16 Budget, including Electric Rates, Line Extension Fess, and Advanced meter Infrastructure Fees. Director Flowers stated this is preparatory information for Councilmembers upon any citizen comments or requests regarding utility rates. Mr. Prairie stated the cost service model indicates the accurate cost of utilities per citizen's use, avoiding possible subsidizing. Director Flowers provided an updated Residential Rate Adjustment infographic per previous Council request. She stated upon the advice of the Legal Department, all fees anticipated to be pursued in the fiscal year are being published as part of the budget process even if final ordinances are not currently in place.

There being no further business it was moved by Councilmember Marohn, seconded by Councilmember Ehardt, that the meeting adjourn at 8:25 a.m.

---

CITY CLERK

---

MAYOR

**SEPTEMBER 3, 2015**

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work/Budget Session), Thursday, September 3, 2015, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:30 p.m.

There were present:

Mayor Rebecca L. Noah Casper  
Councilmember David Smith  
Councilmember Tom Hally  
Councilmember Michael Lehto  
Councilmember Sharon Parry  
Councilmember Barbara Ehardt  
Councilmember Ed Marohn

Also present:

Randy Fife, City Attorney  
Craig Rockwood, Municipal Services Director  
Thane Sparks, Controller  
Robert Wright, Library Director  
Brad Cramer, Community Development Services Director  
Melanie Marsh, Human Resources Director  
AJ Argyle, American Family Insurance Representative  
Dave Hanneman, Fire Chief  
Chris Fredericksen, Public Works Director  
Mark McBride, Police Chief  
Greg Weitzel, Parks and Recreation Director  
Jackie Flowers, Idaho Falls Power Director  
Hollie Pettingill, Deputy City Clerk

Mayor Casper called the meeting to order at 3:30 p.m. with some brief announcements. She distributed information regarding the Hydro Heritage Event. She stated a grant for obtaining bullet-proof vests for the Police Department was received. Idaho Falls was selected to be the first location for the traveling Humanities Council Waterworks display, recognizing Councilmember Marohn's leadership with this presentation. Mayor Casper distributed written testimonies regarding the upcoming public hearing for the budget. She also explained the process for the fore-mentioned public hearing.

Councilmember Lehto stated the benefits rate did not increase as previously anticipated and turned the meeting to Director Marsh and Mr. Argyle for further explanation of agenda item:

Discussion of Employee Health Insurance Plan - Director Marsh stated there will be a 4% increase with employees absorbing the costs. Mr. Argyle explained the One Way Retention Plan with Blue Cross regarding quarterly reporting and rates associated with those reports. The lower rate required a change with prescription drugs to a 30-day supply and the Blue Cross formulary. The prescription drug change would be effective April 1, 2016. Mr. Argyle does not anticipate any issues with this change. The rate adjustment also adjusted the employee premiums, stating the 3% Cost of Living Adjustment (COLA) will cover the premiums for the majority of employees. Brief discussion was held regarding the COLA and increase of benefits. Councilmember Parry stated she is not in favor of the 3% COLA. Councilmember Lehto stated it would be disingenuous to reduce the 3% COLA at this point. The benefit rate increase will

**SEPTEMBER 3, 2015**

be effective October 1, 2015. Mr. Argyle stated the City benefits, although not considered a 'Cadillac Plan', are one of the best plans. Mayor Casper stated the benefits package is an attractive feature for employment but did not want the benefits package to be the only factor for obtaining quality employees.

Councilmember Lehto moved to agenda item:

Discussion of 1) General Fund Spending; 2) Fund Balance; 3) Fee Increases; 4) Consideration of Compensation.

Councilmember Smith stated the Council has received several public comments with regard to bike pathways and noted those community members are willing to have tax increases to have such services provided. Councilmember Lehto stated he has also received comments from the community regarding the bike pathways and believes the Council will hear several comments at the public hearing. He stated the Parks and Recreation Department receives several grants to assist with the pathways.

Councilmember Smith stated the Fund Balance will not recover in one year and believes the City needs to strive to increase that balance as it is too low and too dangerous. Councilmember Smith is opposed to the 3% COLA across the board, stating those employees on the lower end of the pay scale cannot afford the benefit increase. He prefers to have a dollar increase rather than a percent increase. Director Marsh stated a dollar increase would create challenges with the step and grade process as well as the higher-paid employees. Councilmember Lehto believes future discussion should include the distribution of COLAs. Councilmember Marohn stated employee evaluation training is currently being scheduled which could assist in determining future merit increases. Councilmember Hally would like to see the City move toward a 'range' versus a 'step' increase and believes a range would offer incentives. He favors the 3% COLA for this year but would like future discussion of merit increases. Councilmember Ehardt is not in favor of COLAs but does agree with merit increases. Director Rockwood stated the 10-year average COLA is 1.87%.

Councilmember Parry distributed information regarding the proposed 3% tax increase stating the valuation will change as the County information changes. She believes the tax increase will mostly affect those homeowners with valuation of \$175,000 or less and business owners. Brief discussion followed. Councilmember Lehto stated the tax increase will have an effect on all citizens.

Brief discussion was held regarding the protocol of the public hearing, stating it will be for public comments only and no discussion or dialogue from the Council.

Mayor Casper reminded the Council of future meetings with regard to approving the budget.

There being no further business it was moved by Councilmember Hally, seconded by Councilmember Marohn, that the meeting adjourn at 4:53 p.m.

---

CITY CLERK

---

MAYOR

## **SEPTEMBER 3, 2015**

The City Council of the City of Idaho Falls met in Special Council Meeting (Public Hearing), Thursday, September 3, 2015, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

There were present:

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

Also present:

Randy Fife, City Attorney  
Hollie Pettingill, Deputy City Clerk  
All available Department Directors

Mayor Casper invited Dave Hanneman, Fire Chief, to come forward and lead those present in the Pledge of Allegiance.

Mayor Casper briefly explained the budget process which began in April 2015 involving the 11 City Departments, the public, and the City Councilmembers. She indicated numerous hours have been dedicated to the budget from all those involved. She stated the City is well managed with those of integrity and very high degrees of professionalism and believes the citizens should be proud of our City. Mayor Casper stated the budget process is challenging to ensure revenues and expenditures remain at a minimum. She then turned the meeting to Councilmember Marohn as the lead liaison for Municipal Services. Councilmember Marohn introduced Craig Rockwood, Municipal Services Director.

Director Rockwood appeared to present the new and proposed fees. He stated the City has made a concentrated effort for several years that user fees accurately reflect the services provided and believes the proposed fees are appropriate. Director Cramer appeared to explain an error in the Community Development Services Department fee, stating a base fee associated with the Residential Building Multiplier should be removed.

Mayor Casper opened the Public Hearing for the 2015-16 New Fees/Fee Increases and invited any public comment. The following appeared:

Bill Combo, 760 Castlewood Lane, Idaho Falls. Mr. Combo is attending the public hearing on behalf of the Idaho Falls Youth Hockey Association (IFYHA) which favors the increase to \$100.00 an hour but not effective this current year. He believes the 43% increase needs to be gradually increased. He stated the IFYHA budget is finalized in July and there is current open registration which could be a significant impact on families with multiple children in the hockey program. He stated the IFYHA can accept a 20% increase which is \$85.00 an hour.

**SEPTEMBER 3, 2015**

Brad Brady, 1445 E. Lincoln Road, Idaho Falls. Mr. Brady participates in the hockey program and represents the Idaho Falls Adult Hockey. He stated he loves the facility, loves to play, and doesn't mind play hockey during the late hours, although the late hours can be a struggle. He stated the 43% rate is difficult and believes it should be phased in over the course of two (2) years. His hope is to continue the adult hockey league and therefore allow the youth to continue in the hockey program.

Bob Akins, 1072 Mojave Street, Idaho Falls. Mr. Akins stated he agrees with Mr. Combo and Mr. Brady that the proposed increase is too high. Wayne Lehto secured grants and volunteers and was able to get the hockey shelter constructed. The rink is needed for kids and stated a 'kid on ice is a kid out of hot water'. Mr. Akins requested the council to reconsider the increase to be affordable for parents. The 20% increase is far better than 43%.

Camille Vosk, 4106 Morning Mist Drive, Idaho Falls. Ms. Vosk is president of the Idaho Figure Skating Club which is a small group, consisting of 35 members (15 are non-skating board members and 20 skating members). She believes the rate increase is too high, and three (3) skating members may not be able to return with the proposed fees set forward. She stated with the proposed increase, the club will have to supplement costs out of the club savings which will deplete the savings account within three (3) years. She stated the Learn To Skate is a City program but then there is nowhere else for skaters to participate. The Figure Skating Club, established more than 20 years ago, provides skaters an opportunity to improve their skills. She stated this is a multi-use facility and believes the proposed increase will eliminate the small user group, allowing hockey only.

Mathew Graham, 152 Gettysburg Lane, Idaho Falls. Mr. Graham is a member of the Idaho Falls Figure Skating Club. He stated he has dedicated his entire life to figure skating. The 43% is difficult for him and other competitive skaters and stated the future of figure skating may be questionable. He is requesting the Council reconsider the proposed fee increase.

Jennie Graham, 152 Gettysburg Lane, Idaho Falls. Ms. Graham is the mother of Mathew Graham. She stated her son is the current regional novice champion in figure skating. She believes if the increase is approved the club may cease to exist. She stated the purpose of the Parks and Recreation Department is to provide a well-balanced program of recreation to serve all groups, not just those groups that generate the large revenue. She invited the Council to attend the figure skating events.

Evan Bastow, 3017 Sonora Drive, Idaho Falls. Mr. Bastow believes the user groups should pay for use of City facilities. He requested any civic auditorium fees be included into the fee schedule.

Keith Keller, 615 Crestview, Idaho Falls. Mr. Keller, being an owner of rental property, is representing the rental community with regard to the proposed fee increase for utilities. He believes the monthly service charge from \$10 to \$15 is significant for all renters. He believes it is not appropriate to charge an opt-out fee or the new metering fee. He has general concern with all increases. He believes the pay to use is appropriate but fee increases are significant from last year and would prefer a phased-in approach.

Mayor Casper closed the public hearing for fee increases.

**SEPTEMBER 3, 2015**

Director Rockwood appeared to explain the budget process. He stated the City of Idaho Falls has 11 departments and each department has spent numerous hours preparing the budget for Council approval. He briefly described departmental increases, expenditures, revenues, and proposed property tax allocations.

Mayor Casper opened the Public Hearing for the 2015-16 Preliminary Fiscal Year Budget and invited any public comment. The following appeared:

Kaaren Parsons, 815 Pescadero, Idaho Falls. Ms. Parsons is a resident, the wife of a fire fighter, Chairman of the soup kitchen, volunteer at the food bank, and serves on several non-profit boards. She stated the number of customers have decreased at the soup kitchen and also at the food bank for the first time since 2008. She indicated approximately 67,000 meals are served on a yearly basis to people from the surrounding communities. She stated one needs to spend money in order to make money and believes due to the City's growth fewer citizens are requiring assistance. She expressed her appreciation regarding the budget approval from the previous year and appreciates the difficult decisions made by the Council. She supports the proposed budget.

Tim Urling, 1115 Killarney, Idaho Falls. Mr. Urling stated he's annoyed and believes the government is taking more of his money and private property without being heard. He believes the nature of government is based on theft and violence, either the individual is forced to pay tax or go to jail. He stated he offered suggestions to the administration the previous year but no one listened. He believes the City has a spending issue, including increasing salaries, hiring additional staff, and increasing the size of government. He commented that during Mayor Casper's campaign that she indicated she would not increase taxes, however, the first year taxes were raised and this second year there is proposed an additional 3%.

Jeffrey Forbes, 272 10<sup>th</sup> Street, Idaho Falls. Mr. Forbes expressed appreciation to Mayor Casper and the Councilmembers for all their time and effort. He stated the citizens of Idaho Falls have expressed their thoughts regarding Connecting Our Community plan that was approved by the Council, and indicated the highest priorities were bikeways and walking paths. He stated surveys were completed during May and of the 1,100 responses, 85% support that local funds be designated for greenbelt riverwalk pathways. Mr. Forbes calculated his taxes and stated by living outside of Idaho Falls the taxes could be lower but his choice is to live in Idaho Falls.

Lori Stanger, 2643 E. 97<sup>th</sup> N., Idaho Falls. Ms. Stanger is the Municipal Employees Association (MEA) representative and a City of Idaho Falls employee. She stated the employees "rode the storm" with previous insurance increases and no Cost of Living Adjustments (COLA). She believes there is the need to repair and update the infrastructure of the city, that same need is requested of the employees. She believes the City employees need continuity and everyone should be on the same playing field. She stated the employees are appreciative of their employment but would request the Council support the employees as much as they support City projects.

John Radford, 220 Tautphaus Drive, Idaho Falls. Mr. Radford stated it's a privilege to live in this community and appreciates the City's legacy of leadership to keep the taxes at a low rate. He expressed his appreciation for the investments in the City, including the parks and new

## **SEPTEMBER 3, 2015**

Police officers. He realizes the 3% tax increases are not normal each year and does not expect the increases each year. He appreciates the investments, reserves and the decisions made by the previous and current administration. He believes new fire station is a great improvement, he appreciates the wayfinding project and is in favor of the budget.

Evan Bastow, 3017 Sonora Drive, Idaho Falls. Mr. Bastow appreciates the line-by-line budget presentation by Director Rockwood. He believes the budget be reviewed again and propose no increase as he believes increased revenue will happen with new property values, new construction, and other values. He stated he served on the Municipal Services Citizen Review Committee (CRC) and suggests the City look at services that could be provided by private businesses. He also suggested the City sell real estate that has no potential use which could possibly bring in revenue.

Chris Staley, 1927 N. 55<sup>th</sup> W., Idaho Falls. Mr. Staley is in favor of Connecting Our Community and believes the City should adequately fund the plan.

Charles Just, 381 Shoup Avenue, Idaho Falls. Mr. Just stated he and his family rehabilitated a number of downtown properties approximately 25 years ago which increased the tax rate the first year. He has been involved with the Idaho Falls Development Corporation and stated downtown property owners pay an additional tax they impose on themselves for improvements in the downtown area. He stated over the years the increased rental rates have gone askew and there are more vacancies then in the previous 25 years. He stated he's never complained about previous tax increases but believes a 3% increase will be very hurtful for downtown properties.

Bob Dunkley, 1575 Lincoln Road, Idaho Falls. Mr. Dunkley stated he has been a commercial building property owner for several years. Since 2008 he has taken a 30% decrease which makes it difficult to continue rentals. He indicated building vacancy is up and buildings remain vacant for a longer period of time. He stated the owners continue to pay taxes on vacant property and continue to pay the City services, including sewer, water and the demand rate. He believes the tax increase should be reevaluated.

Jim Pletscher, 335 A Street, Idaho Falls. Mr. Pletscher believes a 3% COLA is reasonable and prudent considering the 4.1% health insurance premium increase. He stated he strongly supports the pay increase for the Councilmembers and the Mayor. He believes the City should continue to renew savings for capital improvements for water and streets, allowing the City to be in an adequate position for any unforeseen future projects.

Carrie Scheid, 10701 S. 1<sup>st</sup> E., Idaho Falls. Ms. Scheid stated she and her husband live in Bonneville County but own 6 townhomes in the City which are fully occupied, with a 10-day maximum vacancy. She stated there is no home owner exemption for them but the increase is manageable. She commented due to a previous lower tax levy, the downtown area was 'a mess'. She believes the low tax levies are not the reason people live here, it's the quality of life. She stated the City has a great Airport, Fire Department, Law Enforcement, green belt, bikes and paths, art organizations, and Public Library. She supports the tax increase this year but requested the Council look at future needs, listen to the citizens, and be judicious how the funds are spent.

## **SEPTEMBER 3, 2015**

Mike Bowcutt, 8575 N. 5<sup>th</sup> E. Idaho Falls. Mr. Bowcutt is a Commercial Builder and an owner of commercial buildings. He commented it is difficult to find viable tenants. He stated it's difficult to own property in Idaho Falls with a 3% tax increase and 25% to 30% decrease on revenues on rental of properties.

Russell Johnson, 3433 Sun Circle, Idaho Falls. Mr. Johnson is a current Police Department CRC member. He stated for the previous six (6) years the City has not taken any investment in infrastructure. He expressed his appreciation for Police Chief Mark McBride, the officers and the Police Department employees for all their service. He attended the Citizen Police Academy and was horrified and humbled at this community and realized the amount of police work with the lack of funding and equipment. He stated a no vote to this budget, specifically to fire and police that goes directly to safety of citizens, is detrimental to all of us. He is fully supportive of budget and appreciates the safety of his family.

Ellie Hampton, 586 Safstrom Place, Idaho Falls. Ms. Hampton appreciates the opportunity for a public hearing and expressed extra appreciation to Councilmembers Mike Lehto and Sharon Parry for their years of service on the Council. She and her husband support the tax increase and the budget as well as the COLA for the employees and providing them with good benefits. She believes it's more cost effective to retain good employees than to train and retrain new employees. She supports the library and all other benefits the City provides. She believes you get what you pay for and in Idaho Falls we get a lot. She indicated she has a family member who suffers with severe mental illness and struggles daily. This family member has come into contact with the Police Department on several occasions. She was amazed at the kindness, patience, and professionalism shown by the police for his treatment. She is appreciative the budget supports the Police Department as well as the other employees. She believes the tax increase is minimal and therefore supports the budget.

Robin Piet, 173 Springwood Lane, Idaho Falls. Ms. Piet stated there are two (2) unfinished projects in Idaho Falls: the greenbelt master plan and the Connecting Our Community plan. She believes the City needs to delegate money for these plans to become finished. She believes the biggest cause of health problems is lack of exercise and stated the City needs to build infrastructure for walking and biking so more people will ride and walk.

Dino Lowrey, 169 6<sup>th</sup> Street, Idaho Falls. Ms. Lowrey stated she chooses to live in the City of Idaho Falls and expects certain services and amenities be provided by the City. She expects to pay for these services and amenities because she believes 'we can't get something for nothing'. She stated the proposed increase is minimal compared to other livable costs. She supports the tax increase to keep the City safe, clean, functional, and requested additional bike paths.

Jill Kirkham, 117 Tautphaus Drive, Idaho Falls. Ms. Kirkham stated she chose the location of her residence on Google map by evaluating the locations of parks, the library, stores, greenbelt, grocery stores, a gym, etc. She stated the parks and recreation are important to her and over the previous year she has volunteered on the Parks and Recreation Commission. She is representing a play group of Idaho Falls moms with approximately 40-60 members in the group. She realizes the Parks and Recreation Department struggles with their budget but believes the green space makes a wonderful city. She would prefer a splash pad, better pools, etc. in the City. She is also in support of Connecting Our Community plan.



## **SEPTEMBER 3, 2015**

Lisa Keller, 615 Crestview, Idaho Falls. Ms. Keller stated she appeared approximately three (3) years ago regarding the tax increase. She is concerned for her renters who cannot afford fee increases. She stated her husband has taken employment out of state to support their family. She appreciates the ability to have nice things but some citizens just can't afford those things. She believes the taxes need to stay low. She stated Idaho Falls rental properties are remaining vacant unlike rental properties in the surrounding communities.

Jim Gregory, 690 Homer Avenue, Idaho Falls. Mr. Gregory expressed his thoughts regarding the 3% tax increase, which seemed like quite a bit as a homeowner and citizen and questioned what the increase would be supporting. He was able to visit with several City employees and realized their efforts are made on behalf of the citizens to enjoy the services provided, including public safety and the quality of life. He believes the employees deserve the COLA and encouraged the Council to support the budget for the good of the citizens.

Jayce Howell, 4653 E. Iona Road, Idaho Falls. Mr. Howell stated there are several things to be grateful for in our City. As a business owner, he believes the City needs to be more creative. He believes continual tax increases are not the answer and adjustments should be made. He stated running a community is like running a business and you have to make adjustments to be proactive. He believes the COLA should be structured.

Bill Phoenix, 5440 Glen Eagles Drive, Idaho Falls. Mr. Phoenix stated he is the Chairman of the Public Works CRC. He indicated the infrastructure is for the most part unseen but provides the vital services of the City and needs to be maintained. He supports the budget.

Carolyn Abbott, 310 W. 19<sup>th</sup> Street, Idaho Falls. Ms. Abbott stated she is on a fixed income but is appreciative of money spent on infrastructure. She has read criticisms of the budget in the newspaper but believes one can't have criticism without suggestions and stated 'criticism without solutions is just whining'. Overall she agrees with the budget but would like to visit with Councilmembers at a later time.

Maria McConnaughy, 1947 Everest, Idaho Falls. Ms. McConnaughy stated she and her family moved to Idaho Falls more than two (2) years ago. She noticed Idaho Falls was one of the top 10 cities to raise a family but was surprised to learn of only one (1) library. She noticed the budget indicates a \$50,000 decrease to the Library. She stated she has requested books to be ordered and at times have waited two-three (2-3) months. She stated the parks are important and believes improvements to the parks, such as a splash pad and more infant swings, are needed and those improvements matter to citizens who may be relocating.

Syd Withers, 1744 Brentwood, Idaho Falls. Mr. Withers stated he is a member of the Public Works CRC. He believes the long term planning of the sewer and water systems are completely unfunded and he is happy to see significant budget increases in those services. He stated from past experience it becomes very costly to repair and replace infrastructure. He supports the additional funding.

Bill Ayzin, 355 Hallmark, Idaho Falls. Mr. Ayzin, owner of Wealth of Health, is speaking as a retail owner. He stated retail businesses do not arbitrarily pass prices on to consumers so when property taxes are increased it comes out of the owners pockets. He supports public safety but believes some services in the Parks and Recreation Department could be easily

**SEPTEMBER 3, 2015**

privatized. He requested the council consider compartmentalizing property taxes, with the option to divide residential and commercial, giving the commercial businesses a chance to recover.

Mike Allen, 504 Shoup, Idaho Falls. Mr. Allen stated he lives in Swan Valley but owns a downtown building. He expressed his concern regarding the Ambulance/Emergency Medical Services (EMS) budget. He is involved with the Fire District so he is somewhat familiar with the budget process. He believes money from the General Fund may be used to subsidize the Swan Valley agreement. He believes the Idaho Falls Fire Department should be primarily concerned with providing services to Idaho Falls.

Mayor Casper closed the public hearing and expressed appreciation to those participants.

It was moved by Councilmember Marohn, seconded by Councilmember Lehto, to adjourn the meeting at 10:00 p.m.

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

Nay:           None

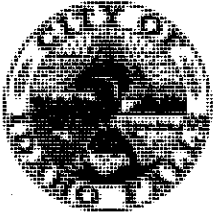
---

CITY CLERK

---

MAYOR

# **REGULAR AGENDA:**



# CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

September 10, 2015

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **SELF FUNDED WORKERS COMPENSATION EXCESS INSURANCE  
COVERAGE, BROKER FEES AND SURETY BOND PLACEMENT**

Municipal Services respectfully requests placement of insurance contracts for the above coverage with Safety National and Travelers Surety Co. The Broker is Moreton & Company whose fee is \$36,000. The price for Safety National's excess workers compensation liability policy is \$137,956. This is an increase of \$11,949 over the previous year. The contract with Travelers Casualty & Surety Co. is for \$7,455.00 which provides the surety bond of \$700,000. All three contracts will begin on October 1, 2015 and are for one year.

Respectfully,

A handwritten signature in black ink, appearing to be "CR", followed by a horizontal line.

CRAIG ROCKWOOD  
MUNICIPAL SERVICES DIRECTOR

CR/ch  
Attachment

**SELF-INSURED WORKERS COMPENSATION  
INSURANCE BROKERAGE AND CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into by and between the City of Idaho Falls, Idaho, with offices at 308 Constitution Way, Idaho Falls, Idaho, and Moreton & Company, with offices at 12639 Explorer Drive, Boise, Idaho. (Herein referred to as "Moreton").

For and in consideration of the mutual covenants herein contained and monetary consideration herein specified, it is mutually agreed as follows:

**1. DESIGNATION OF BROKER**

City of Idaho Falls hereby engages and designates Moreton as Broker of Record to perform professional services hereinafter set forth for the basic purpose of procuring insurance coverage and providing services in connection with the City of Idaho Falls self-insured workers compensation program, including but not limited to, data collection, specific design, market review, underwriting negotiations and presentations.

**2. SERVICES**

Effective October 1, 2015 for the term of the Agreement, Moreton shall assist the City of Idaho Falls in the establishment and maintenance of insurance and risk management services set forth in Exhibit A, attached hereto and by reference made a part hereof for all purposes.

**3. TERM OF AGREEMENT AND CANCELLATION/RENEWAL**

This agreement shall commence on and as of October 1, 2015. This agreement shall be effective for the period of one year, unless either party provides 60 days written notice to the other party prior to the termination of the applicable initial term or renewal term.

**4. COMPENSATION**

The annual fees for the period of October 1, 2015 to October 1, 2016 are \$36,000. Fees for succeeding years may be negotiated annually.

For all services specified in Exhibit A to be rendered by Moreton, City of Idaho Falls shall pay the fee stated above, which shall be in lieu of commissions normally paid to Moreton by insurer(s) providing insurance policies covered by this agreement. Should insurer(s) for any reason pay commissions to Moreton, Moreton will net them against the fees outlined above.

The fees indicated above contemplate only the services outlined in Exhibit A and only for those operations conducted by Moreton for the duration of this agreement. Fees for additional services desired by City of Idaho Falls or for provision of listed services to additional operations shall be separately negotiated.

## **5. RELATIONSHIP OF THE PARTIES**

It is agreed that Moreton's Services are made available to the City of Idaho Falls on the basis that Moreton will retain its individual professional status and that its employees are independent contractors within the context of their service to City of Idaho Falls. Moreton will exercise reasonable care in accordance with presently recognized industry standards, in performance of the services described in Exhibit A.

City of Idaho Falls shall cooperate with and render assistance to enable Moreton to efficiently discharge Moreton's duties hereunder.

## **6. INDEMNIFICATION AND INSURANCE**

To the fullest extent permissible by law City of Idaho Falls shall indemnify and hold harmless, Moreton, its subcontractors, officers, agents, and employees from and against any and all claims and liabilities for injuries or damage to persons or property, losses or expenses, arising out of or resulting from the negligent acts or omissions of City of Idaho Falls, its officers, agents, and employees in the performance of the Services.

To the fullest extent permissible by law Moreton shall indemnify and save and hold harmless City of Idaho Falls from and for any and all losses, claims, actions, judgment for damages, or injury to persons or property and losses and expenses caused or incurred by Moreton, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortuous conduct of City of Idaho Falls or its employees. In Addition, Moreton shall maintain, and specifically agrees to maintain, throughout the term of this Agreement, liability insurance, in which City of Idaho Falls shall be named an additional insured in the minimum amount specified in the Idaho Tort Claims Act. set forth in Title 6, Chapter 9 of the Idaho Code. Additionally, Moreton shall maintain professional liability insurance. Moreton shall provide City of Idaho Falls with a Certificate of Insurance, or other proof of insurance evidencing Moreton's compliance with the requirements of this paragraph. Additionally, Moreton shall maintain Workers' Compensation insurance, in statutory limits as required by law. Evidence of all insurance shall be submitted to City of Idaho Falls.

## **7. CONFIDENTIALITY**

All data relating to the business of City of Idaho Falls which is submitted to or developed by Moreton pursuant to this Agreement or to which Moreton or its employees may be exposed in the course of providing Services shall be deemed Confidential Information of City of Idaho Falls. Moreton shall not disclose this Confidential Information to others and shall, at a minimum, maintain the confidentiality of the same to the extent that Moreton safeguards its own data of similar importance relating to its own business.

Notice shall be effectively given when delivered either by hand, facsimile or certified mail to the following addresses or facsimiles. Contact individual may be changed upon notification of the other party.

**8. GOVERNING LAW; SEVERABILITY**

This agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Idaho. If any provisions of this agreement are, for any reason, found to be unenforceable, the remainder of this agreement shall continue in full force and effect.

**9. WAIVER**

Failure by either party to enforce any provision of this agreement shall not be deemed a waiver of that or any other provision in the future.

**10. COMPLETE UNDERSTANDING; MODIFICATION**

This agreement constitutes the entire Agreement between the parties in connection with the subject matter thereof and supersedes all prior agreements, understandings, negotiations, and discussions between the parties. No amendment, change, or modification of the Agreement shall be valid unless such changes are amended in writing and signed by both parties to this agreement.

**11. ASSIGNMENT**

This agreement may not be assigned in whole or in part by either *party* without the written consent of the other, which consent may not be withheld unreasonably. This Agreement shall inure to the benefit of the parties and their successors and permitted assigns.

**12. NOTICE**

Notice shall be effectively given when delivered either by hand, facsimile or certified mail to the following addresses or facsimiles. Contact individual may be changed upon notice.

For: City of Idaho Falls

\_\_\_\_\_  
308 Constitution Way  
Idaho Falls, ID 83402

For: Moreton & Company  
Allan Ranstrom, Senior Vice President  
PO Box 191030  
Boise, ID 83719  
12639 Explorer Dr., Suite 200  
Boise, ID 83713  
FAX: 208 321-0101

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

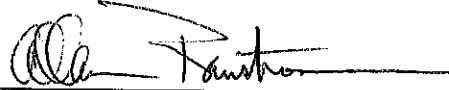
**City of Idaho Falls**

**Moreton & Company**

\_\_\_\_\_  
Name

Title:

Date:



\_\_\_\_\_  
Name Allan Ranstrom

Title: Sr. Vice President

Date: 15 Sept 2015

Attest:

\_\_\_\_\_  
Name

Date:



## **EXHIBIT A**

### **SERVICES**

#### **1. Insurance Brokerage**

- Placement of Excess Workers Compensation Insurance Policy
- Placement of Excess Workers Compensation Bond
- Coverage review
- Analysis of proposals from competing carriers
- Review of optimal program format

#### **2. General Consulting**

- Feasibility analysis
- Risk analysis
- Coordination with actuary and third party administrator
- Regulatory compliance assistance
- Provide recommendations that lead to a final decision
- Evaluate the performance of the program
- Provide safety and loss control consulting services

#### **3. Support Staff**

- Policy checking
- Certificate issuance Marketing support
- File maintenance

#### **4. Safety and Loss Control Consulting**

- Quarterly claim review meetings with the Third Party Administrator and City of Idaho Falls
- Participation in the City of Idaho Falls Safety Committee
- Claims analysis/trending on quarterly basis
- Training as directed by City of Idaho Falls
- Site/job task evaluations as necessary in conjunction with training provided

# Proposal of Insurance

---



## City of Idaho Falls

P. O. Box 50220  
Idaho Falls, ID 83405

### Excess Workers' Compensation

**Effective Date of Coverage: October 1, 2015**

**Allan Ranstrom**  
Senior Vice President

**Chad Ranstrom**  
Vice President

**Aimee Assendrup**  
Account Manager – Risk Analyst

## Table of Contents

---

<b>INTRODUCTION</b>	<b>3</b>
<b>DISCLOSURES/DISCLAIMERS</b>	<b>4</b>
<b>ACCOUNT SERVICE TEAM</b>	<b>5</b>
<b>EXCESS WORKERS COMPENSATION COVERAGE</b>	<b>6</b>
<b>CONSULTING FEE</b>	<b>8</b>
<b>CERTIFICATES OF INSURANCE</b>	<b>9</b>
<b>SAFETY &amp; LOSS CONTROL SERVICES</b>	<b>10</b>
<b>RISK MANAGEMENT SERVICES</b>	<b>111</b>

# **Your Insurance Broker**

---

Moreton & Company, founded in 1910, is an independently owned and operated insurance agency serving the insurance needs of business, public entities and residents.

Regional, national and international representation through Assurex Global allows us to draw on resources that are both expert and independent. Our expertise, dedication to superior service, and ability to provide quality, price effective products has made us the area's most diversified and resourceful independent broker.

## **Mission Statement**

---

We will consistently exceed expectations by providing solutions that go beyond the needs of our clients and customers. We will be timely, fair, and professional with our suppliers, carriers, and partners. We will provide a prosperous, professional, and energetic workplace.

## **Changes & Developments**

---

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as new locations, expansion to another state, new products, or new applications of existing products. This includes traveling, shipping via ground, air, rail, etc., or to new states or foreign exposures.
- Mergers and/or acquisition of new companies, as well as dissolving of companies.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Circumstances which may require increased insurance limits.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
- Immediate advice of any changes to the vehicle schedule or to scheduled equipment such as contractor's equipment, electronic data processing, etc.
- Property of yours that is in transit or off-premises, unless we have arranged for the insurance previously.
- Any changes in existing premises including vacancy, (whether temporary or permanent), alterations, demolition, etc. Also, any new premises, either purchased, constructed or occupied.

Please contact your Sales Executive or Account Manager with any other changes not mentioned above. This list is not all inclusive for all the different changes our customers go through.

## Disclosures/Disclaimers

---

- **This is a coverage proposal, not a legal contract.** This proposal is provided to help you understand your insurance program. It provides only a general description of insurance coverages and is not an insurance contract. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.
- If the contents of this proposal and the terms and conditions of the policy are contradictory, the language of the policy will govern.
- In evaluating your exposure to loss, we have been **dependent upon information provided by you**. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, let us know so your coverage reflects the changes.
- The liability or property limits shown on this proposal are per your request or per expiring policies. **Higher liability or property limits** may be available. We can provide you with a quotation on the additional cost for the increased protection.
- The coverages shown on this proposal are per your request or per expiring policies. **Additional coverages**, such as earthquake, flood, pollution liability, professional liability, cyber liability, etc. **may be available**. We can provide you a quotation on the additional cost for the increased protection.
- Annual Audit of Existing Coverages – Portions of your premiums may be estimate amounts that are based on your anticipated exposures. These policies, therefore, are subject to adjustment, based on your actual exposures. These exposures are generally developed at policy year-end either from previous reports sent to the insurance company or from an audit of your records by the insurance company. The audit, at the insurance company discretion, can be either voluntary (when you complete the forms sent to you) or actual (when the company sends its own people to verify information from your records). Once this is completed, you will receive an adjustment to the estimated premium that was billed originally.

It is important that if you have subcontractors working for you that you secure a certificate of insurance from them evidencing workers compensation coverage and general liability coverage. Otherwise, this exposure could be picked up at audit and charged to you.
- **Moreton & Company is concerned with the environment.** Policies and endorsements will be sent to you electronically. If you prefer paper copies, please let us know. We will accommodate your needs.
- **Moreton & Company will negotiate insurance coverage contracts** on your behalf. Please see your legal representative to negotiate other contracts.
- **Moreton & Company may receive additional compensation** from insurers based on a combination of *premium volume and loss or claims experience*. If your premium is financed, we may also receive compensation from finance companies.
- The Fred A. Moreton & Company California license number is 0522220.
- Please contact us with any questions regarding the terminology used or the coverages provided.
- In January 2015, the Terrorism Risk Insurance Act program was re-authorized for six years with the following changes:
  - Phases in an increase to the program's trigger from \$100 million to \$200 million by 2020.
  - Decreases federal share of losses from 85% to 80% by 2020.
  - Increases the government's mandatory recoupment amount from \$27.5 billion to \$37.5 billion by 2020.
  - Increases recoupment percentage amount from 133% to 140%.
  - Streamlines the certification process for an act of terror by removing the Secretary of State and Attorney General from the formal process.
  - Instructs the Secretary of Treasury to issue a certification timeline to Congress.

## Account Service Team

---

Moreton & Company  
12639 West Explorer Drive, Suite 200  
Boise, ID 83713  
Phone (208) 321-9300  
Fax (208) 321-0101

No matter how comprehensive or price competitive your insurance program is, it is still people who must service it to ensure that the coverage will respond when it is needed. We feel that our people are our greatest asset – courteous professionals who know that you expect and deserve the very best.

These are the people who will handle your account at Moreton & Company:

**Allan Ranstrom**, Senior Vice President, [allan@moreton.com](mailto:allan@moreton.com), direct phone number (208) 321-2001, will help you with questions about your present policy coverages, and any future insurance needs you might have as your business grows and changes.

**Chad Ranstrom**, Vice President, [cranstrom@moreton.com](mailto:cranstrom@moreton.com), direct phone number (208) 321-2021, will also help you with questions about your present policy coverages, and any future insurance needs you might have as your business grows and changes.

**Aimee Assendrup**, Account Manager, [aassendrup@moreton.com](mailto:aassendrup@moreton.com), direct phone number (208) 947-4440:

- Binders, Insurance Certificates
- Address or location changes
- Billing inquiries

**Pat Pinkham**, Safety & Loss Control Consultant, [ppinkham@moreton.com](mailto:ppinkham@moreton.com), direct phone number (208) 321-2030

Office Hours:

8:00 a.m. to 5:00 p.m. (Mountain Daylight Time)  
Monday through Friday

## Excess Workers' Compensation

Named Insured: City of Idaho Falls  
 Insurance Company Name: Safety National  
 A.M. Best Rating: A+ XIII  
 Effective Date: 10/1/2015

Coverages	Description	Limits of Liability
Coverage A	Workers' Compensation	Statutory
Coverage B	Employer's Liability	
	Each Accident	\$1,000,000
	Disease per Employee	\$1,000,000
	Disease Policy Limit	\$1,000,000

Policy Terms	2014 Safety National	Safety National Option 1 2015	Safety National Option 2 2015
State	ID	ID	ID
AM Best Rating	A+	A+	A+
Rating Base:			
Estimated Annual Payroll	\$37,341,383	\$40,403,014	\$40,403,014
Estimated Annual Manual Premium	\$1,190,994	\$ 1,278,558	\$ 1,278,558
Length of Policy	1 Year	1 Year	1 Year
Specific:			
Specific Limit	Statutory	Statutory	Statutory
Specific Retention (All Other)	\$500,000	\$500,000	\$500,000
Specific Retention (Electric Utility)			\$750,000
Specific Retention (EMT/Police/Fire)			\$750,000
Employers Liability:			
Employers Liability Limit	\$1,000,000	\$1,000,000	\$1,000,000
Employers Liability Retention	See Specific	See Specific	See Specific
Aggregate:			
Loss Fund Rate	195.00%	195.00%	210.00%
Minimum Loss Fund	\$2,322,438	\$2,493,188	\$2,684,972
Aggregate Limit	\$2,000,000	\$2,000,000	\$2,000,000
Premium:			
Rate Percent of Standard Premium	10.58%	10.79%	10.26%
Estimated Policy Premium	\$126,007	\$137,956	\$131,180
Policy Minimum Premium	\$113,406	\$124,160	\$118,062
Total Deposit Due	\$126,007	\$137,956	\$110,536
Terrorism (Included in Policy Premium)	Included	Included	Included

# Excess Workers' Compensation

---

## **Additional Conditions and Endorsements:**

Terrorism Coverage Provided Under the Federal Terrorism Risk Insurance Act of 2002, USA (Certified Acts)  
Voluntary Compensation Endorsement – Premium Delineation  
Foreign Voluntary Workers' Compensation and Employers' Liability  
Broad Form All States for Employee Travel  
Retention-All Other  
Retention-Electric Light and Power  
Retention-Fire Fighters  
Retention-Police

---

## **NOTES:**

- **All Workers Compensation Claims** are to be reported as soon as possible by sending the completed **FIRST REPORT OF INJURY** directly to Intermountain Claims, Inc..
- **Work in any states other than shown on your policy** should be reported to Moreton & Company as soon as possible.
- **Monopolistic fund states (ND, OH, WA, WY, Puerto Rico & US Virgin Islands)** require that coverage be purchased from the state fund.

---

**Employers Liability Form exclusions include, but are not limited to the following (please refer to policy for full list of exclusions):**

- Liability assumed under contract
- Punitive damages due to bodily injury to an employee employed in violation of law
- Bodily injury intentionally caused or aggravated by insured
- Longshore and Harbor Workers Compensation Act
- Any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation or disability benefits law or any similar law.
- Bodily injury to any person in work subject to the Federal Employers Liability Act
- Bodily injury to a master or member to the crew of any vessel
- Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act



## Consulting Fee

---

Consulting Fee.....	\$36,000
---------------------	----------

# Certificates of Insurance

---

Re: New Acord 25 (09/09) Certificate of Insurance (current Acord 25 in use is (05/10))

We want you to be aware of an important change to the new Acord 25 (09/09) Certificate of Insurance form that all insurance agencies/brokers are required to use as of September 2010. This new form removes the notice of cancellation wording to certificate holders (including additional insureds and loss payees). Most policies of insurance do not provide notice of cancellation to certificate holders, additional insured's or loss payees, unless specifically endorsed. State insurance laws dictate that insurance agencies/brokers provide information on a Certificate of Insurance that only represents the terms and conditions of the insurance policies. In addition, insurance agents/brokers are unable to issue non-standard Certificates of Insurance that are not authorized by the insurer as this would also be in violation of state insurance laws.

## **WHAT CAN YOU DO?**

Many of your certificate holders will be aware of the new Acord form changes and this will not be an issue. If there is an issue, we will work with you and your certificate holder to resolve the matter. In the interim, you can:

- Strike wording from contracts requiring your insurance carrier to provide notice of cancellation.
- In your contracts with others, if the other party's insurance carrier will not provide the notice of cancellation, require the other party to provide you with notice of cancellation.

This change is an evolving issue in the insurance industry. It is anticipated that alternate solutions of notification may develop and we will keep you apprised. If you have any questions or need additional information, please do not hesitate to contact your Sales Executive or Account Manager.

# Safety & Loss Control Services

***Reduce your losses and manage those that do occur through safety and loss control.***

You face multiple loss exposures which directly affect your bottom line. Moreton & Company provides you with value added safety and loss control services to assist you in controlling and reducing loss exposures.

Whether you are challenged with losses, workplace hazards or OSHA/regulatory compliance, our safety and loss control professionals are available to educate, train and provide you with customized services and programs. We are proactive now to save you money later.

Our safety professionals have over a century of combined experience, obtained through working for a variety of industries and public entities similar to yours. Let our professionals provide you with the best safety and loss control services available anywhere.

***Our Safety and Loss Control Services include:***



## Occupational Safety & Health

- Worker Safety
- Respiratory Protection
- Employee Training
- Hazard Identification & Analysis
- Accident Investigation
- Loss Trend Review
- Light Duty & Return to Work



## Industrial Hygiene

- Hazard Communication
- Respiratory Protection
- Hearing Conservation
- Chemical Exposure
- Asbestos, Mold, Lead-Based Paint



## General Liability

- Premises Liability
- Accident Investigation
- Prevention of Sexual Harassment
- Products & Completed Operations



## Organization & Scope Consulting

- Injury & Illness Prevention
- Hazard Specific Safety Programs
- Site-Specific Safety Programs
- Corporate Safety Programs



## Property Protection

- Fire Protection
- Site Assessments
- Hazard Analysis



## Fleet Safety Programs

- DOT Compliance
- Fleet Program Development
- Defensive Driver Training



## OSHA Compliance

- Safety Program Development
- Workplace Audits
- Record Keeping
- Citation Abatement
- Code & Regulation Research



## Training Programs

- OSHA 10 & 30 Hour Construction
- OSHA 10 & 30 Hour General Industry
- Defensive Driving
- Forklift

**Pat Pinkham**

Direct: (208) 321-2030 | Cell: (208) 859-1944

Fax: (208) 321-0101 | [ppinkham@moreton.com](mailto:ppinkham@moreton.com)



# Risk Management Services

**There is a lot more to managing risk than purchasing insurance.**

Moreton & Company assists your firm with the management of all elements of risk to keep your business expenses as low as possible. When using Moreton & Company, you have a team consisting of some of the best risk management professionals in the industry. The risk management tools we can provide include:

## RISK ANALYSIS AND INSURANCE PROGRAM DESIGN



- Our team puts together some of the more complex risk transfer programs in the world.
- Our experience helps you understand the options available to tackle your risks in the fashion that best fits your company now and as you grow.
- While we concentrate on insurable risks, we also delve into non-insurance areas on your behalf - often called Enterprise Risk Management.

## INSURANCE CLAIMS



- When an insured loss takes place we will work with you to maximize the probability of coverage and minimize the expense to your firm.
- Our in-house dedicated claims professionals will advocate strongly on your behalf.
- We will provide you with regular claims review to show you how claims can be progressed in the best manner to reduce your costs and at the same time discover better methods to mitigate, report and communicate preventable loss situation.

## ALTERNATIVE RISK PROGRAMS



- A risk financing method used by many firms in place of or to supplement traditional commercial insurance.
- We can provide group or wholly-owned captives and help you determine if they are the right solution for you.

## COST ALLOCATION



- We can help you create accountability for risk decisions throughout your organization by passing on insurance, claim, risk management and loss control costs to individual departments.
- This allows front-line managers to understand how their actions or inactions effect your overall costs and, allows for corporate leadership initiatives to allocate expenses within distinctive units.

## WORKERS COMPENSATION EXPERIENCE MODIFICATION REVIEWS



- We often see mistakes from the state rating organizations; therefore we review every aspect of the calculation so you know it is correct.
- We will also identify loss-prone zones so you can concentrate your efforts in the correct area to reduce your Experience Modification Factor, driving costs to the lowest possible point.

## MYWAVE



- Assists you in connecting with other professionals in your field by entering group discussions, or posting your own messages for timely feedback.
- Provides a series of newsletters & documentation to support safety messages & programs.
- Gives you links to articles & resources for a variety of topics and an easy way to keep your OSHA logs.

## SAFETY AND LOSS CONTROL ASSISTANCE



- Our loss control team has helped countless companies reduce significant loss ratios and even win international awards for safety.
- Staff safety professionals are able to travel to your key operations for loss mitigation reviews, safe procedures training, federal & state safety regulatory overviews, ergonomic evaluations, insurer site visit coordination and more.

## INSURANCE CONTRACT REVIEW



- Moreton professionals will aid in contract negotiations by reviewing insurance clauses for reasonableness and compliance (both when you dictate terms and when you have to accept them from others).

## BENCHMARK SURVEYS

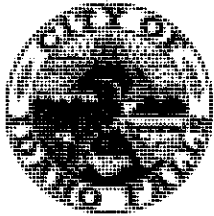


- Provides you with the advantage of understanding what your peers are doing in their risk management program and how yours compares.
- Tells you whether your limits, your cost, and your deductible fit in your industry class.

## PROPERTY REPLACEMENT COST VALUATION



- To properly insure your buildings you need to know the true replacement cost value of those buildings
- With the use of Marshall & Swift / Boeckh building cost program, the program relied on by real estate professionals, government agencies, corporations and courts of law, we can help you determine the replacement costs of your commercial and residential buildings.



MUNICIPAL SERVICES

# CITY OF IDAHO FALLS

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

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

September 10, 2015

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **2015-2016 LINE CLEARANCE PROJECT FOR IDAHO FALLS POWER**

Attached for your consideration is the bid tabulation for the FY2015-2016 Line Clearance Project. The sole bid received was from Davey Tree Surgery Co. This is the same company who has subcontracted this work for a number of years.

Municipal Services respectfully requests that the City Council award the bid to Davey Tree Surgery Co. for an amount not to exceed \$325,000 with an expiration date of October 31, 2016.

Respectfully,

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

CRAIG ROCKWOOD  
MUNICIPAL SERVICES DIRECTOR

Attachment  
CR/ch

**CITY OF IDAHO FALLS**  
**OFFICIAL BID OPENING**

DATE OF OPENING: Wednesday, September 9, 2015

TIME: 10:00 a.m.

LOCATION: City Clerk's Office, 308 Constitution Way, Idaho Falls, Idaho 83402

PROJECT: LINE CLEARANCE PROJECT

ANTICIPATED COUNCIL

AWARD DATE: Thursday, September 24, 2015

<u>NAME OF BIDDER</u>	<u>BID BOND</u>	<u>ADDENDUM</u>	<u>PRICE PER</u> <u>HOURL</u>	<u>PRICE PER</u> <u>8 HOURS</u>	<u>PRICE PER</u> <u>OVERTIME</u> <u>RATE</u>
<b>DAVEY TREE SURGERY</b>					
Qualified Working Foreman		N/A	\$38.48	\$307.84	\$48.87
Qualified Trimmer	See Attached Documents		\$26.23	\$209.84	\$33.31
Qualified Ground Person		N/A	\$18.37	\$146.96	\$23.34
55' Aerial Lift with Chip Box		N/A	\$16.25	\$130.00	\$16.25
Chipper		N/A	\$3.73	\$29.84	\$3.73
Pickup		N/A	\$7.19	\$57.52	\$7.19
Trimmer Trainee		N/A	\$24.23	\$193.84	\$30.77
Split Dump Truck		N/A	\$10.33	\$82.64	\$10.33
Stump Grinder		N/A	\$4.13		
Garlon 4 per ounce		N/A	\$57.26		

ENGINEER'S ESTIMATE: \$ \_\_\_\_\_



# CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

September 17, 2015

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **BID IF-16-01 HAUL AND SPREAD SEWER SLUDGE**

Attached for your consideration is the tabulation for the above subject bid.

It is the recommendation of Municipal Services and of Public Works to accept the lowest responsive responsible bid of Rhodehouse Construction Inc. for a unit amount of \$1.44 per kilo gallon which equals approximately \$295,200.00. This service will be for the period beginning October 1, 2015 and ending September 30, 2016.

Respectfully,

A handwritten signature in black ink, appearing to read "G. Rockwood".

CRAIG ROCKWOOD  
MUNICIPAL SERVICES DIRECTOR

CR/ch  
Attachment

# CITY OF IDAHO FALLS

PO BOX 50220

IDAHO FALLS, ID 83405-0220

Phone 208-612-8433

Office of Purchasing Agent

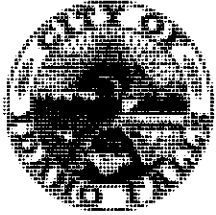
Opening Date: September 10, 2015

## TABULATION BID IF-16-01

### Sewer Sludge Hauling

BIDDER	1) Rhodhouse Construction Inc. Rigby, Idaho
Price Per kgal-mi (Approximate 205,000)	\$1.44
<b>Extended Price</b>	<b>\$295,200.00</b>





# CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

September 17, 2015

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

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **BID IF-16-02 CYLINDERS/CONTAINERS OF CHLORINE AND SODIUM BISULFITE**

Attached for your consideration is the tabulation for above subject bid.

It is the recommendation of Municipal Services and Public Works to accept the low bid of Thatcher Company for the following Sections. This service will be for the period beginning October 1, 2015 and ending September 30, 2016.

Section	Description	Price per Container/ Cylinder	Approximate Annual Cost
I	Chlorine, 150 Pound Cylinders	\$222.00	\$45,288.00
II	Chlorine, 1-Ton Container	\$1,090.00	\$209,280.00
III	Sodium Bisulfite, per Gallon	\$1.45	\$116,000.00
Approximate Lump Sum			\$370,568.00

Respectfully,

  
CRAIG ROCKWOOD  
MUNICIPAL SERVICES DIRECTOR

CR/ch

Attachment

CITY OF IDAHO FALLS  
 PO BOX 50220  
 IDAHO FALLS, ID 83405-0220  
 Phone 208-612-8433

Office of Purchasing Agent

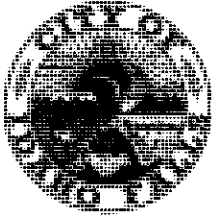
September 14, 2015

**TABULATION**

**BID IF-16-02**

Chlorine and Sodium Bisulfite

<b>BIDDER</b>	1) PVS Chemical Solutions, Inc. Detroit, Michigan	2) Univat USA Inc. Kent, Washington	3) Thatcher Company, Inc. Salt Lake City, UT	4) Land View Inc. Rupert, ID
<b>SECTION I: Chlorine, 150 lb. Chlorine, 150 Pound Cylinders – Price per Each Fee for Demurrage After 120 Days</b>	No Bid	No Bid	\$222.00 Each	No Bid
<b>SECTION II: Chlorine – 1 Ton Chlorine, 1-Ton Container – Price per Each</b>	No Bid	No Bid	\$1,090.00 Each	No Bid
<b>SECTION III: Sodium Bisulfite Sodium Bisulfite – Price per Gallon</b>	\$3.79 Per Gallon	\$1.757 Per Gallon	\$1.45 Per Gallon	\$1.56 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

September 17, 2015

## MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: Craig Rockwood, Municipal Services Director  
SUBJECT: **BID IF-15-13 DASHER BOARD SYSTEM**

It is the recommendation of Municipal Services and of the Parks and Recreation Department to accept and award the lowest responsive responsible bid to Becker Arena Products in the amount of \$118,985.00. Using the options of re-using the existing Box Floors and Benches saved the City \$2,230.00.

Respectfully,

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

CRAIG ROCKWOOD  
MUNICIPAL SERVICES DIRECTOR

CR/ch

# City of Idaho Falls

P. O. BOX 50220

IDAHO FALLS, IDAHO 83405

PHONE: (208) 612-8433

FAX: (208) 612-8536

Office of Purchasing Agent

Opening Date: July 15, 2015

## BID TABULATION BID IF-15-03

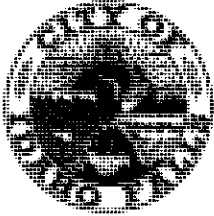
### New Aluminum Frame Dasher Board System

BIDDER	1) Becker Arena Products Savage, MN	2) Sport Systems Unlimited Inc. Los Angeles, CA
Manufacturer	Becker Arena Products	Sport Systems Unlimited
Model	BAP6.0A	Pro-Series
Total Price	\$121,215.00	\$107,600.00
Delivery Time	September 21, 2015	6 Weeks ARO

# Bid IF-15-03

## Discretionary Options

Bidder:	1) Becker Arena Products Savage, MN	2) Sport Systems Unlimited Inc Los Angeles, CA
1. Heavy Duty Steel Frame – Hot Dipped Galvanized. Zinc or Nickel plating not acceptable.	(\$10,500.00)	No Bid
2. Cross Ice Optimizer Dividers, 42” tall.	\$5,880.00	\$5,070.00
3. Six (6) foot Shields on Ends and four (4) foot Shields on sides.	\$6,645.00	\$7,205.00
4. Complete Installation of Dasher Board System.	\$21,530.00	\$36,075.00
5. Supervised Installation of Dasher Board System.	\$5,990.00	\$18,360.00
6. Re-use the Existing Elevated Box Floors (Players, Penalty and Scorer)	(\$7,525.00)	(\$4,300.00)
7. (Re-use the Existing Benches: Player Boxes – 18 foot and 20 foot Penalty Boxes – 6 foot	(\$2,230.00)	(\$1,590.00)
8. Trade-In for Existing Crystaplex Dasher Board System installed in 1999.		
A. Entire System	(\$5,000.00)	No Bid
B. System without Elevated Box Floors	(\$4,000.00)	
C. System without Benches	(\$3,000.00)	



# CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

September 18, 2015

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **TENANT IMPROVEMENTS AT 310 D STREET**

Attached for your consideration is the tabulation for the Tenant Improvement at 310 D Street. Municipal Services and Alderson, Karst & Mitro Architects, P.A. recommend awarding the contract to Pacific West Construction in the amount of \$336,978.00.

Municipal Services respectfully requests the City Council approve and award the bid to Pacific West Construction and authorize the Mayor to execute the contract.

Respectfully,

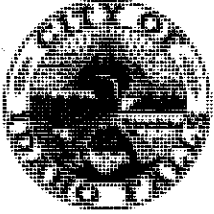
A handwritten signature in black ink, appearing to read "G. Rockwood", written over a horizontal line.

CRAIG ROCKWOOD  
MUNICIPAL SERVICES DIRECTOR

CR/ch  
Attachment

Project Name: Tenant Improvement at 310 D Street for City of Idaho Falls  
 Project Location: Idaho Falls, ID  
 Bid date & Time: September 18, 2015 9:00 am

Contractor	Alan Clark Const.	C.R. Clark Const.	Pacific West Con.	D.L. Beck, Inc.	Shook Const.
Bid Security	5%	5%	5%	5%	5%
License	Idaho	Idaho	Idaho	Idaho	Idaho
Cert. of Eligibility	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Affidavit Conc. Taxes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Addenda	#1	#1	#1	#1	#1
Base Bid	\$388,500.00	\$386,700.00	\$336,978.00	\$440,000.00	\$369,703.00
Alternate #1	N/A	N/A	N/A	N/A	N/A
Alternate #2	N/A	N/A	N/A	N/A	N/A
Alternate #3	N/A	N/A	N/A	N/A	N/A
Subcontractor					
Plumbing	Bingham Mech.	Bingham Mech.	Bingham Mech.	Bingham Mech.	Bingham Mech.
HVAC	Conan Heating	Conan Heating	Conan Heating	Conan Heating	Conan Heating
Electrical	Rocky Mtn. Elec.	Rocky Mtn. Elec.	Rocky Mtn. Elec.	Rocky Mtn. Elec.	Rocky Mtn. Elec.
Fire Sprinkler	N/A	N/A	N/A	N/A	N/A



# CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

September 18, 2015

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **BID IF-15-26 FABRICATE AND INSTALL SIGNAGE AND GRAPHIC ELEMENTS**

The City Council approved and authorized Municipal Services and the Parks and Recreation Department to purchase the above listed signs on the open market.

It is the recommendation of Municipal Services and of the Parks and Recreation Department to accept the bid from Creo Arts to fabricate 194 signs for a total purchase amount of \$92,923.00 with a grant that will pay for \$14,523.00 of the purchase amount.

Respectfully,

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

CRAIG ROCKWOOD  
MUNICIPAL SERVICES DIRECTOR

CR/ch



## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Craig H. Davis, Airport Director

**DATE:** September 24, 2015

**SUBJECT:** **Request for Council Ratification:  
Acceptance of FAA Grant Offer  
Air Carrier Apron Expansion, Deice Pad and Employee Parking Lot  
Project - FAA AIP Project No. 3-16-0018-040-2015**

The Airport Department respectfully requests Council ratification of the acceptance and execution of Federal Aviation Administration (FAA) Grant Offer AIP No. 3-16-0018-040-2015 in the amount of \$2,070,282.00 for the Design, Construction and Construction Administration of the Air Carrier Apron Expansion, Deice Pad and Employee Parking Lot Project.

This grant represents 93.75% of FAA eligible costs, with the remaining costs funded by Airport budgeted resources.

Respectfully submitted,



Craig H. Davis  
Airport Director

c: City Clerk



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I – OFFER

Date of Offer	September 17, 2015
Airport/Planning Area	Idaho Falls Regional Airport (IDA)
AIP Grant Number	3-16-0018-040-2015 (Contract No. DOT-FA15NM-2067)
DUNS Number	092027010
TO:	City of Idaho Falls, Idaho (herein called the "Sponsor")
FROM:	The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated **June 17, 2015**, for a grant of Federal funds for a project at or associated with the Idaho Falls Regional Airport, Idaho Falls, Idaho, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Idaho Falls Regional Airport (herein called the Project") consisting of the following:

#### Expand Air Carrier Apron

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay **93.75** percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

## CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$2,070,282.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

**\$2,070,282.00** for airport development or noise program implementation

\$0 for land acquisition.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 18, 2015**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information

at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

**B. Requirement for Data Universal Numbering System (DUNS) Numbers**

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

**10. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**11. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

**12. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

**13. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**14. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

**15. Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent for land project.



16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. **Trafficking in Persons.**

A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
  - a. Associated with performance under this agreement; or
  - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **June 2010** and attached to the ALP approved October 15, 2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
21. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - a. Location of all runways, taxiways, and aprons;
      - b. Dimensions;
      - c. Type of pavement, and;
      - d. Year of construction or most recent major rehabilitation.
    2. Inspection Schedule.
      - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
      - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
    3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
      - a. Inspection date;
      - b. Location;
      - c. Distress types; and
      - d. Maintenance scheduled or performed.
    4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**22. Projects which contain Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
  - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
  - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
  - 4. Qualifications of engineering supervision and construction inspection personnel.
  - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

**23. Protection of Runway Protection Zone.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

**24. Financial Reporting Requirements.** The Sponsor agrees to submit a **Federal Financial Report** (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

The Sponsor further agrees to submit an **Outlay Report and Request for Reimbursement** (FAA Form SF-271 for construction projects) or **Request for Advance or Reimbursement** (FAA Form SF-270 for non-

construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

25. **Final Payment.** The Sponsor understands and agrees that in accordance with 49 USC 47111, no payments totaling more than 90 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed.

If the project is determined to be satisfactorily complete and proper documentation is submitted by the Sponsor to the Airports District Office (ADO), then the ADO may approve payments up to 97.5 percent of United States Government's share of the project's estimated allowable cost. "Satisfactorily complete" means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.

26. **Sponsor Performance Report.**

- A. **For non-construction projects** – the Sponsor understands and agrees that in accordance with 49 CFR 18.40 the Sponsor shall submit a Quarterly Performance Report to the Airports District Office (ADO) within 30 calendar days from the end of the quarter, beginning in the quarter in which the project begins, and for each following quarter until the project is substantially complete. If a major project or schedule change occurs between Quarterly Performance Reports, the sponsor must submit an out of cycle performance report to the ADO. The performance report for non-construction projects shall include the following as a minimum:

1. A comparison of proposed objectives to actual accomplishments.
2. Reasons for any slippage or lack of accomplishment in a given area.
3. Impacts on other AIP-funded projects.
4. Impacts to projects funded by PFC, other FAA programs, or the sponsor.
5. Identification and explanation of any anticipated cost overruns.

- B. **For construction projects** – FAA Form 5370-1 Construction Progress and Inspection Report satisfies the performance reporting requirement. The sponsor must submit FAA Form 5370-1 to the ADO on a **weekly basis** during construction and at least quarterly when the project is in winter shutdown, until the project is substantially complete. Form 5370-1 requires the following information:

1. Estimated percent completion to date of construction phases.
2. Work completed or in progress during the period.
3. Brief Weather Summary during the period including approximate rainfall and period of below freezing temperature.
4. Contract time: Number of days charged to date and last working day charged.
5. Summary of laboratory and field testing during the period.
6. Work anticipated by the contractor for the next period.
7. Problem areas and other comments.

27. **Grant Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of this grant is based on FAA acceptance of the Sponsor's certification to carry out the project in accordance with FAA policies, standards, and specifications. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor



understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
(Signature)

David S. Stelling  
(Typed Name)

Manager, Helena Airports District Office  
(Title)

## PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this 17 day of September, 2015.

City of Idaho Falls, Idaho

(Name of Sponsor)

  
(Signature of Sponsor's Designated Official Representative)

By:

Rebecca L.N. Casper  
(Typed Name of Sponsor's Designated Official Representative)

Title:

Mayor  
(Title of Sponsor's Designated Official Representative)

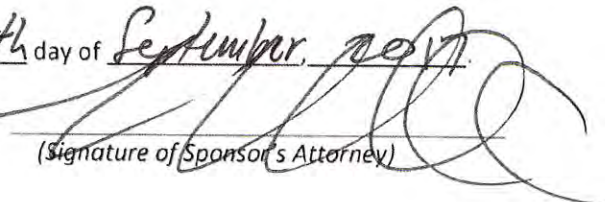
## CERTIFICATE OF SPONSOR'S ATTORNEY

I, Randall D. Fife, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Idaho Falls, ID (location) this 17th day of September, 2015.

By:

  
(Signature of Sponsor's Attorney)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



## Single Audit Certification Form

The Single Audit Act of 1984 established audit requirements for non-Federal entities that receive Federal aid. On December 26, 2014, the implementing document, OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) was superseded by 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). If your current fiscal year began before December 26, 2014, then OMB Circular A-133 is still applicable. If your fiscal year begins on or after January 1, 2015, then 2 CFR Part 200 applies.

Under OMB A-133, State or local governments (City, County, Airport Authority, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in total Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. If the single audit is required under 2 CFR Part 200, then the total Federal financial assistance expenditure limit is \$750,000 or more. For more information on the Single Audit Act requirements please reference the following web site: <http://harvester.census.gov/sac/>

This notice is our request for a copy of your most recent audit, whether or not there are any significant findings. In accordance with your Airport Improvement Program (AIP) grant agreement, you must also provide that information to your local Airports District Office (ADO). Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

### Airport Sponsor Information:

CITY OF IDAHO FALLS  
Sponsor Name

2014  
Fiscal Calendar Year Ending

IDAHO FALLS REGIONAL AIRPORT  
Airport Name

MARK HAGEDORN  
Sponsor's Representative Name

LEAD ACCOUNTANT  
Representative's Title

208-612-8232  
Telephone

FINANCE@IDAHOFALLSIDAID.GOV  
Email

Please check the appropriate line(s):

- ☒ We are subject to the Single Audit requirements and are taking the following action:
- ☐ The Single Audit for this fiscal calendar year has been submitted to the FAA
  - ☒ The Single Audit for this fiscal calendar year is attached.
  - ☐ The Single Audit report will be submitted to the FAA as soon as this audit is available.

☐ We are exempt from the Single Audit requirements for the fiscal calendar noted above

### Sponsor Certification:

Mark Hagedorn  
Signature

9/17/15  
Date

Return to: FAA, Helena Airports District Office  
2725 Skyway Drive, Suite 2  
Helena, MT 59602



## MEMORANDUM

To: Honorable Mayor and City Council

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

Date: September 18, 2015

Subject: **VETERINARY SERVICES INDEPENDENT CONTRACTOR AGREEMENT**

---

Mayor and Council:

Attached for your consideration is a draft independent contractor agreement renewal between the City of Idaho Falls and Dr. Rhonda Aliah for the purposes of providing veterinary services at the Idaho Falls Zoo at Tautphaus Park from October 1, 2015 through September 30, 2016. The agreement has been reviewed and approved by the City Attorney.

The Department of Parks and Recreation respectfully requests the approval and authorization for Mayor and City Clerk to execute the documents.

Respectfully,



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

laj

Attachments

c: Mayor  
City Clerk  
File

**VETERINARY SERVICES INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN CITY OF IDAHO FALLS, IDAHO  
AND RHONDA ALIAH, D.V.M.**

THIS VETERINARY SERVICES INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND RHONDA ALIAH, D.V.M. (hereafter "Agreement"), is made this \_\_\_\_ day of September 2015, by and between the City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Rhonda Aliah, D.V.M., whose address is 2561 Genevieve Way, Idaho Falls, Idaho 83402 (hereinafter "CONTRACTOR").

**RECITALS:**

WHEREAS, CITY is the owner and operator of Idaho Falls Zoo at Tautphaus Park and is in need of veterinary services for the animals in the Zoo (hereinafter referred to as the "Animals in the Collection");

WHEREAS, CONTRACTOR is a veterinarian licensed to practice veterinary medicine in the state of Idaho; and

WHEREAS, CITY desires that CONTRACTOR provide veterinary services at the Tautphaus Park Zoo as an independent CONTRACTOR and CONTRACTOR desires to provide CITY with said veterinary services for the animals at the Idaho Falls Zoo at Tautphaus Park as an independent CONTRACTOR on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties, in consideration of the mutual promises herein contained, hereby agree as follows:

1. **Services.** CITY hereby engages CONTRACTOR to perform veterinary services as described herein, and CONTRACTOR accepts such engagement commencing October 1, 2015, and terminating on September 30, 2016.

2. **Description of Work.** CITY hereby engages CONTRACTOR for the practice of veterinary services as an independent CONTRACTOR. The CONTRACTOR's duties under this Agreement are as follows:

- A. CONTRACTOR shall tour the Zoo a minimum of once per week and shall evaluate the health of the animal collection.

- B. CONTRACTOR shall review Zookeeper daily reports concerning health matters, treatments, illnesses, or injuries of the animals in the collection.
- C. CONTRACTOR shall provide any and all necessary medical treatment and care to the animals in the collection.
- D. CONTRACTOR shall, in accordance with federal law governing controlled substance, hold, supervise the administering of, and assume all legal responsibility for the use of any controlled substance or medication used at the Zoo in the care and treatment of the animal collection.
- E. CONTRACTOR, or an in-house staff veterinarian, shall perform regular rounds at the Zoo and perform routine veterinary services when needed or appropriate. CONTRACTOR or such staff veterinarian, shall also respond to emergency calls at the Zoo and treat sick or injured animals at the Zoo or at any other facility where CONTRACTOR has privileges, whenever CITY or CONTRACTOR deems necessary.
- F. CONTRACTOR, and such staff veterinarian, shall at all times keep and maintain a cell phone or pager on their persons and shall keep the Zoo Superintendent apprised of CONTRACTOR's cell phone/pager number and the name and cell phone/pager number of such staff veterinarian, one of whom will at all times be available to respond to calls from CITY. The on-call veterinarian will be familiar with any and all current medical concerns or on-going treatments of the animal collection at the Zoo.
- G. CONTRACTOR shall assist the Zoo Superintendent and the General Curator in planning routine and preventative medical protocols for the animal collection.
- H. CONTRACTOR shall, in accordance with the United States Department of Agriculture laws and regulations governing licensed exhibitors, assume responsibility as the attending veterinarian and provide all services and information required by U.S.D.A. regulations of the attending Veterinarian.
- I. CONTRACTOR shall be a member in good standing of the American Association of Zoo Veterinarians.
- J. CONTRACTOR shall provide at least six (6) articles per year regarding the veterinary care of the animal collection for publication in CITY materials, the Tautphaus Park Zoological Society materials, and/or professional (veterinarian or zoological) publications.

- K. CONTRACTOR shall, along with the City Parks and Recreation Director and the Zoo Superintendent, approve all animal acquisitions and dispositions by initializing animal transaction forms.
- L. CONTRACTOR shall have access to the Zoo grounds, the Zoo hospital, and administrative offices. Keys will be issued to CONTRACTOR, as necessary to facilitate performance of CONTRACTOR's duties. Such keys shall be promptly returned upon termination of this Agreement.

CONTRACTOR shall perform all services pursuant to this Agreement in a competent and efficient manner and in strict accordance with the currently accepted methods and practices of the profession described herein in compliance with any applicable code of ethics.

CONTRACTOR shall not disclose any information concerning CITY, CITY's employees, or the business which CONTRACTOR may learn as a result of the relationship created by this Agreement.

**3. Independent Contractor.** The parties to this Agreement agree that CONTRACTOR is a professional person, that CONTRACTOR is self-employed, and that the relationship created by this Agreement is that of a CITY contracting with an independent contractor and is not that of employer-employee. CITY is interested only in the results to be achieved, and the time spent, manner, details, conduct, and control of the work will lie solely with CONTRACTOR. CITY will not provide CONTRACTOR with any training. CONTRACTOR agrees that CONTRACTOR is solely responsible for the quality of CONTRACTOR's work, and CONTRACTOR agrees to indemnify and hold CITY and the employees of CITY harmless from any professional liability, including defense costs, which may be imposed upon CITY or the employees of CITY as a result of a professional act or omission of CONTRACTOR. CONTRACTOR may generally set CONTRACTOR's own hours, and is not required to work a set number of hours or days. The CONTRACTOR is not an agent or employee of CITY for any purpose, and is not authorized to incur any obligations or charges on behalf of the CITY. It is further understood that CONTRACTOR is free to contract with others during the term of this Agreement.

CONTRACTOR agrees to carry Worker's Compensation and to pay all Old Age Benefit, Self-Employment, Unemployment Compensation, and any other taxes required to be paid by self-employed persons by the United States Government, the State of Idaho, Bonneville County and CITY. CITY shall issue a Form 1099 to CONTRACTOR at the end of each calendar year during the term of this Agreement.

CONTRACTOR shall have no authority to enter into any contract or other agreement or commitment binding upon CITY. CONTRACTOR shall not have any interest in CITY's tangible or intangible assets.

#### **4. Expenses.**

4.1 CONTRACTOR shall maintain, at CONTRACTOR's sole cost and expense, professional liability coverage with limits of not less than \$250,000 for claims made and for all actions performed by CONTRACTOR during the term of this Agreement, whether or not a claim is actually made following the termination of this Agreement.

Upon execution of this Agreement CONTRACTOR shall provide CITY with proof of coverage.

4.2 CONTRACTOR shall pay for all of CONTRACTOR's dues pertaining to professional societies and shall pay for all of CONTRACTOR's professional education expenses. Any use by CONTRACTOR of CONTRACTOR's own vehicle in connection with the Business shall be without reimbursement by CITY.

**5. Payment for Services.** CITY's payment to CONTRACTOR for services rendered to CITY pursuant to this Agreement shall be as follows:

5.1 CITY shall pay to CONTRACTOR during the term of this Agreement, Three Thousand One Hundred Fifty Dollars (\$3,150) per month. Such amount shall be due and payable in arrears at the end of each month during the term hereof.

5.2 CITY shall pay to CONTRACTOR the sum of Twenty-Five Dollars (\$25) per article in excess of the six (6) articles per year which are set forth in Section 2 above, which are authored by CONTRACTOR and published in the CITY publications, the Zoological Society's publications and/or other professional publications. Payment shall be made for the published articles identified herein within forty-five (45) days of the date of publication. CONTRACTOR shall have the duty to bring any and all publications of any such articles to the attention of CITY, and shall provide CITY with a copy of said published article, identifying the title, publisher, date of publication, page numbers upon which article appears and any further identifying information.

5.3 In addition to the above payments, CITY will also reimburse CONTRACTOR for direct, out-of-pocket expenses incurred by CONTRACTOR for independent outside consultations, medications, specialized surgical equipment, and supplies or outside veterinary services beyond CONTRACTOR's expertise required for the care of the Zoo animals, regardless of the time when rendered.

CONTRACTOR shall provide CITY with a billing statement within five (5) days after the end of each month for services provided hereunder, which billing statement shall list the services rendered during each such month in each of the categories listed in Section 5.1 through 5.3 above. CITY shall pay CONTRACTOR the amount determined above and as



set forth in CONTRACTOR's billing statement for the prior month on or before the 10th day of the month following the month in which CONTRACTOR rendered the services. If this Agreement terminates for any reason while the total payments made to CONTRACTOR exceed CONTRACTOR's earned payment (as determined in the manner set forth above), CONTRACTOR shall promptly repay any such excess to the CITY.

CONTRACTOR is not entitled to participate in any retirement plan or other deferred compensation plan which may be provided by CITY. CONTRACTOR is not entitled to participate in any of CITY's employee plans or benefits, including, but not limited to, accident and health insurance, sick leave, group life insurance, medical expense reimbursement, and disability income or wage continuation plans.

**6. Right to Second Opinions.** CITY reserves the right to seek second opinions from qualified professionals regarding any diagnosis of disease, disorder, ailment, malady, physical condition and treatment relating to animals in the collection. Upon being directed to do so by CITY, CONTRACTOR shall abide by CITY's instructions regarding diagnosis for disease, disorder, ailment, malady, physical condition and treatment relating to animals in the collection.

**7. Indemnification.** CONTRACTOR shall indemnify CITY against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to animals, persons or property caused by or sustained in connection with the performance of this Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation, and the defense of any such claim or actions.

**8. Termination of Agreement.**

8.1 This Agreement may be terminated by either party for any reason whatsoever upon the giving of thirty (30) days written notice to the other party. Upon termination of this Agreement, all animals for whom CONTRACTOR provided services shall remain animals of CITY, and all records of all such animals for whom CONTRACTOR provided services shall remain the sole property of CITY, and CONTRACTOR shall have no right to copy such records.

8.2 This Agreement may be terminated in the sole discretion of CITY upon the occurrence of any of the following:

(a) CONTRACTOR engages in fraud, dishonesty, misappropriation of funds, embezzlement or other act of misconduct in the rendering of services pursuant to this Agreement;

(b) CONTRACTOR continues to engage in personal or professional

misconduct or to violate rules of professional ethics after written notice thereof from CITY;

(c) CONTRACTOR fails or refuses, after written notice, to faithfully or diligently perform any of the duties, terms, conditions or provisions of this Agreement;

(d) CONTRACTOR makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or is involuntarily adjudicated bankrupt;

(e) CONTRACTOR becomes disabled for a period of thirty (30) days. CONTRACTOR shall be considered disabled if, CONTRACTOR is unable to personally perform the services required of CONTRACTOR under the terms of this Agreement, or, if under the terms of a disability income policy insuring CONTRACTOR, the insurance company which writes the insurance shall determine CONTRACTOR is disabled. If a disability income policy is not in force, CONTRACTOR shall be considered disabled on the certificate of a physician licensed to practice medicine in the state of Idaho. CITY shall choose the examining physician and may require CONTRACTOR 's attendance and exam with such physician provided CITY has reasonable grounds to believe CONTRACTOR is incapable of meeting his professional duties required hereunder. CONTRACTOR shall pay for the cost of such examination;

(f) CONTRACTOR ceases to be licensed to practice veterinary medicine, the profession called for by this Agreement, by the State of Idaho or any governing body of such profession in charge of licensing veterinarians in the State of Idaho.

8.3 Upon termination of this Agreement under the provisions of this paragraph 8, or expiration of this Agreement, CONTRACTOR shall purchase a "tail" professional liability insurance policy with limits of not less than \$250,000 at CONTRACTOR's sole cost and expense.

9. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed first class, postage prepaid.

If to City: City of Idaho Falls  
P.O. Box 50220  
Idaho Falls, Idaho 83405

If to Contractor: Dr. Rhonda Aliah

2561 Genevieve Way Idaho  
Falls, Idaho 83402

**10. Controlling Law.** This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Idaho.

**11. Miscellaneous.**

**11.1 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be considered an original.

**11.2 Integration.** This Agreement supersedes all prior agreements or understandings, written or oral, of the parties hereto and incorporates the entire understanding of the parties with respect to the transactions contemplated hereby. This Agreement may not be modified without the prior written agreement of both parties to this Agreement.

**11.3 Attorney Fees.** Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other or prevailing party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

**11.4 Severability.** If any term or provision of this Agreement or application to any circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**11.5 Waiver.** All waivers to any of the terms or conditions of this Agreement shall be in writing, signed by the party waiving the performance of such term or condition. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**11.6 No Assignment.** This Agreement shall not be assigned by CONTRACTOR or CITY or by operation of law without the prior written consent of all parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below:

ATTEST:

CITY OF IDAHO FALLS

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

By: \_\_\_\_\_  
Rebecca Casper, Mayor

(Seal)

By: Rhonda Aliah DVM  
Rhonda Aliah, DVM

## MEMORANDUM

To: Honorable Mayor and City Council

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

Date: September 18, 2015

Subject: **PARKS AND RECREATION COMMISSION ORDINANCE CHANGES**

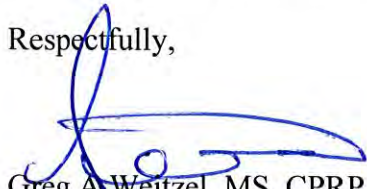
---

Mayor and Council:

Attached for your consideration is a draft Parks and Recreation Commission Ordinance with proposed changes to clarify general language, seat delineations and attendance requirements. The changes have been reviewed and approved by the City Attorney.

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

Respectfully,



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

laj

Attachments

c: Mayor  
City Clerk  
File

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 2, CHAPTER 5 BY CLARIFYING ANNUAL ELECTION OF A COMMISSION CHAIR AND ESTABLISHING ATTENDANCE REQUIREMENTS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Commission serves as a valuable tool for citizen and other input relative to City's parks and recreation; and

WHEREAS, consistency and attendance is important in order to allow the Parks and Recreation Commission to provide such input; and

WHEREAS, the Council desires to encourage participation and attendance on the Parks and Recreation Commission.

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

**SECTION 1.** Title 2, Chapter 5 of the City Code of the City of Idaho Falls shall be amended as follows:

2-5-1: **APPOINTMENT:** The Mayor, with the consent of the City Council, shall appoint a Parks and Recreation Commission of twelve (12) members.

2-5-2: **QUALIFICATIONS:** The Commission shall be comprised of one (1) member of each Board of School Trustees that functions within the City or a designee of the Board of School Trustees, one (1) member of the Board of County Commissioners, Bonneville County, or a designee of the Board of County Commissioners, and nine (9) at-large members not affiliated with either the Board of School Trustees or the Board of County Commissioners.

2-5-3: **TERMS:** Commission members appointed from the Board of School Trustees and Board of County Commissioners shall be permanent members. At-large members shall serve terms of three (3) years. The terms of no more than three (3) at-large members shall expire in any one year. Terms of at large members shall expire on December 31 of the third year following their appointment.

2-5-4: **VACANCIES:** The Mayor, with the consent of the City Council, shall appoint a qualified person to fill the unexpired term of any at-large Commission member in the event of a vacancy.

2-5-5: **COMPENSATION:** Commission members shall serve without compensation, except that expenses for equipment and supplies necessary for the Commission to transact its business shall be allowed by the Council.

2-5-6: ORGANIZATION: The Commission annually shall elect a ~~chairperson, an assistant chairperson and a secretary.~~Chair from its membership, who shall serve until replaced or re-elected pursuant to this Subsection.

2-5-7: RULES AND REGULATIONS: The Commission shall adopt rules and regulations consistent with and as necessary to carry out the provisions of this Chapter.

2-5-8: DUTIES: The Commission shall work with the Director of Parks and Recreation toward development of a comprehensive, balanced plan of City-wide recreation consistent with available funds. The Committee shall study the physical condition, maintenance, operation and use of public playgrounds, parks and recreational facilities of the City and shall make to the Director of Parks and Recreation recommendations concerning their improvement and efficient use.

2-5-9: ATTENDANCE: A voting Commission member may be removed from the Commission following two (2) consecutive absences which are not excused by the Chair, or where a voting member is absent from more than two (2) Commission meetings in any calendar year. Following either of these occurrences, the Chair may request that the Mayor remove such Commission member.

**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 2, CHAPTER 5 BY CLARIFYING ANNUAL ELECTION  
OF A COMMISSION CHAIR AND ESTABLISHING ATTENDANCE  
REQUIREMENTS; PROVIDING SEVERABILITY, CODIFICATION,  
PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK



## MEMORANDUM

To: Honorable Mayor and City Council

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

Date: September 18, 2015

Subject: **PROFESSIONAL DESIGN SERVICES TAUTPHAUS PARK MASTER PLAN**

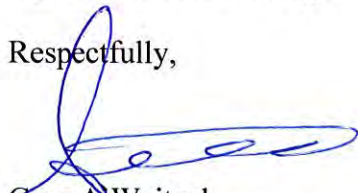
---

Mayor and Council:

The Parks and Recreation Division respectfully requests authorization to enter into an Agreement with Design Workshop to provide design services for the Tautphaus Park Master Plan. This agreement has been reviewed and approved by the City Attorney.

The Parks and Recreation Department respectfully requests authorization for Mayor and City Clerk to sign and execute said agreement.

Respectfully,



Greg A. Weitzel  
Department of Parks and Recreation

laj

Attachment

cc: Mayor  
City Clerk  
File

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO  
THE TAUTPHAUS PARK MASTER PLAN FOR THE CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE TAUTPHAUS PARK MASTER PLAN FOR THE CITY OF IDAHO FALLS, IDAHO (hereinafter "Agreement"), is made and entered into this 22 day of September 2015, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Design Workshop, Inc., 120 E. Main Street, Aspen, Colorado 81611 (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

WHEREAS, Tautphaus Park is a true community treasure, dating back to the early 1930s and known for its beauty, history, bountiful park space, and amenities and is one of the oldest and largest parks in Idaho Falls; and

WHEREAS, the City Council recognizes that the park and facilities are in need of upgrades and renovation and would like to ensure that the majority of the needs addressed by the community are being met; and

WHEREAS, the CITY released a request for qualifications from consultant teams to develop a comprehensive Tautphaus Park Master Plan that will guide the park for the next ten (10) to twenty (20) years; and

WHEREAS, the Master Plan will aim to enhance existing features of the park, develop an action plan for renovations, and identify possible future enhancements to complement the overall park and will aim to secure its place as a choice destination for community members and visitors of all ages and abilities; and

WHEREAS, the completed Master Plan will feature such elements including but not limited to: a business plan, budget, maintenance schedule and costs, anticipated revenue, renderings, community input opportunities, fundraising campaign strategy, ecofriendly facilities, sight analysis, project website, and an executive summary.

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

**SECTION I: SCOPE OF WORK**

The scope of work and level of effort for the Project is detailed in Exhibit "A" attached hereto and, by this reference, made part of this Agreement.

**SECTION II:**

A. Independent Contractor.

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

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

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.
2. The cost for CONSULTANTS' services for Project as described in Section I, Scope of Work, is a fixed "not-to-exceed" ninety Thousand Dollars (\$90,000).
3. Payment is due upon receipt of CONSULTANT's statement(s).
4. CITY and CONSULTANT may mutually agree to re-allocate tasks, providing the fixed "not-to-exceed" price described in Section II.B.2. of this Agreement is unchanged.

**C. Right to Use Images and Published Materials.**

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use the results of the Project and its image(s), including any portion of its image(s). The use of image(s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs and functions. Image(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONSULTANT for use of such image(s).

Nothing in this section shall constrain CONSULTANT from using the PROJECT materials for other trainings or projects with other entities.

**SECTION III:**

**A. Termination of Agreement.**

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

**B. Extent of Agreement.**

This Agreement may be amended only by written instrument signed by both parties hereto.

**C. Project Timeline.**



CITY and CONSULTANT shall agree upon a start date. The projected date of Project completion is October 2016, unless adjusted by mutual agreement between the parties. CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including financial, operations, and other information necessary for Project.

D. Termination of Project.

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

E. CONSULTANT's Insurance.

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

F. CONSULTANT's Additional Insurance.

CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and CONSULTANT shall cause CITY to be named as an additional insured under said policy.

G. Indemnification.

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

H. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

I. Jurisdiction and Venue.

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

J. Binding of Successors.

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

K. Modification and Assignability of Agreement.

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

L. CITY's Representatives.

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

M. Conflict of Interest.

CONSULTANT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in Project which would conflict in any manner or degree with the performance of services hereunder. CONSULTANT further covenants that, in performing this Agreement, they will employ no person who has any such interest.

N. Ownership and Publication of Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain CONSULTANT from using Project Materials for other trainings or projects with other entities.

O. Non-discrimination.

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

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

ATTEST:

"CITY"

City of Idaho Falls, Idaho

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

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



"CONSULTANTS"  
DESIGN WORKSHOP, INC.

By Richard W Shaw  
Its: PRINCIPAL

State of CO  
Notary  
Sarah Horn  
9.22.15

STATE OF IDAHO           )  
  ) ss.  
County of Bonneville    )

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

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

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

(Seal)

STATE OF IDAHO           )  
  ) ss:

County of Bonneville )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public, in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of Design Workshop, Inc., and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Design Workshop, Inc.

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

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

(Seal)

## **TASK 1 | SITE ANALYSIS | ASSESSMENT**

### **Task 1.1 Project Startup**

Design Workshop utilizes a Strategic Kickoff (SKO) meeting to effectively launch projects and organize the team of key City staff members and consultants. The purpose of the meeting will be:

- Define roles, responsibilities and communications procedures
- Confirm a detailed project schedule and document review process
- Identify City resources that may be useful to the plan creation process
- Determine topics for additional research and evaluation
- Establish project goals and desired outcomes
- Understand critical success factors of this project
- Review the stakeholder engagement plan, identifying roles and responsibilities

We anticipate a half-day meeting with City staff to launch the project and discuss project details. We also suggest gathering the Project Steering Committee for a facilitated work session to discuss project goals, desired outcomes and identify additional stakeholder groups. We find that starting the process with these key advisors introduced to the project team and process greatly aids in the project development. We recommend scheduling a two-hour work session with this group of advisors.

We will review the cultural history research available in order to become knowledgeable about the site's unique history as we explore creative design solutions aimed at telling this story to the greater public. We recommend that the design team meet with available experts on the history of the site during this kickoff meeting.

### **1.1 Deliverables**

- Meeting agenda
- Strategic Kickoff meeting with City Staff (Visit 1, Day 1 of 2)
- Strategic Kickoff meeting with project steering committee (PSC) (Visit 1- Day 2 of 2)
- Summary of meetings
- Detailed project schedule
- Critical success factors, dilemma, thesis and project goals documentation

### **Task 1.2 Inventory and Evaluation of Past Plans**

The objective for this task is to develop a thorough understanding of the existing relevant documents and background materials completed to date, become familiar with the site through a rigorous analysis process and review of existing base information. Following the Strategic Kickoff meeting, the Design Workshop team will work with City staff and identified stakeholders to better understand the demographic characteristics that will influence the Master Plan.



The Design Workshop team will also review available background and base information which would ideally include a geotechnical report and accurate background; visit the site to become familiar with the existing park conditions, uses, slopes, views and context surrounding the park; field-verify background information; prepare a Site Analysis/Framework plan, summarizing major influences upon design such as use patterns, special protection areas and neighborhood compatibility; research and present a range of costs and improvement models to the City.

We will also ask City staff to supply information that will be helpful for the Design Workshop team to evaluate in developing acquisitions, capital improvement and management/maintenance recommendations such as:

- Operating Budget and Revenue History
- Existing Organizational Structure(s)
- Programming schedules/calendars/lists and any user counts
- Special events in parks permit records
- Current staffing information including outsourced contracts
- Inter-governmental agreements related to parks and city responsibilities-such as Board of Education, DPW, DOT
- Volunteer organizations and hours dedicated to parks, trails and recreation
- Previous planning documents including community input surveys
- AZA accreditation submittal information for the Tautphaus Park Zoo

## **1.2 Deliverables**

- Site visit (Visit 1, Day 2 of 2)
- Review of greater site influences and connections
- Evaluation of past plans, geotechnical report and mapping sources
- Review operations budget and revenue history
- Review schedule and programming
- Review existing staffing and outsourcing
- Review previous community input surveys
- Review zoo needs and AZA accreditation
- Review cultural history of park
- Narrative of project issues
- Site analysis summary document

## **Task 1.3 Trends and Demographic Research**

We will examine the park needs considering size, population served and amenity types/services. These are based on regional, statewide or nationally accepted parks and recreation standards, comparison with peer/survey agencies and will be adapted based on the needs and expectations of the urbanizing areas of the community. City inventory data of amenities (playgrounds, ball fields, trails, natural areas, special facilities, etc.) will be utilized to assess the current capacity of your facilities.

The Design Workshop team will provide an understanding of the demographic environment to understand the recreational demands and shifts that should be anticipated. From the demographic analysis, sports, recreation, and outdoor trends will be applied to the Idaho Falls population to assist in determining the potential participation base within the service area. For the recreation trends, we will utilize the industry information and market reports, as well as participation trends from the applicable professional associations and social science research findings on park and recreation trends.

**Service Provider Analysis** – The Design Workshop team will analyze all major direct and indirect service providers. Direct and indirect service providers will be based on typical services/programs administered in similar parks. This data will be utilized to compare against the activities and programs identified in the Market Definition. An inventory of comparable facilities will be performed on a local and regional basis to attempt to quantify market share. An analysis of competition will include: location, service offering, pricing and attraction.

**Market Definition** – The Design Workshop team will confirm the size of the market by age segment and race/ethnicity for the study area. A detailed demographic analysis will be compared to potential recreational activities to estimate potential participation per national and local trends. This will help to determine the size of the activity market by age segment and frequency rates that can be applied.

### **1.3 Deliverables**

- SWOT Analysis
- Demographic and economic data review report
- Community profile summary
- Recreation trends report
- Market definition report

## **TASK 2 | COMMUNITY OUTREACH AND PUBLIC PARTICIPATION**

Creating a shared vision requires first ensuring broad community representation in the input collected, assessing community needs and helping the community explore opportunities for their future.

### **Task 2.1 Key Interviews, Roundtable Meetings and Charrettes**

Roundtable meetings provide the opportunity for in-depth discussion and discovery with a select group of experts on various topics such as the Zoo staff, amusement park operators and the school district. The Design Workshop team will coordinate these meetings to gain an understanding of the concerns, opportunities, values and needs. Input will be gained through facilitated discussions.

As part of this scope of work, it is expected that two (2) Public Visioning Charrettes will be held. The first meeting will be conducted as forums to gain insight directly from members

of the community. The second meeting will be held to share the design plans as they become more finalized.

The Design Workshop team will use a variety of tools to engage the public and specific user groups to obtain as much meaningful participation as possible. The public process can be a positive experience where community participants feel like they have some ownership over the design and planning process, resulting in ongoing momentum and support. We suggest that the first workshop use some or all of these methods to receive as much productive input as possible.

The Design Workshop team will lead the efforts described above with support from the Parks and Recreation staff.

## **2.1 Deliverables**

- Schedule of meetings, key questions and agendas
- One-day facilitated meetings (Visit 2-Day 1 of 1, morning)
- Summary of meeting findings memorandum

Charrette 1 - Visioning (Visit 2-Day 1 of 1, evening)

- Charrette agenda
- Base maps, exhibits, and materials needed to provide and collect information
- PowerPoint Presentation
- Keypad polling results report
- Documentation of the meeting conclusions and outcomes

Charrette 2 - Feedback on 85% Complete Master Plan (Visit 3)

- Presentation agenda
- Exhibit Boards
- PowerPoint Presentation
- Presentation to Council
- Keypad polling results report
- Documentation of the meeting conclusions and outcomes

## **Task 2.3 Project Specific Website and Progress Reports**

We anticipate providing regular project updates for the City's use in adding information to the City and Division of Parks and Recreation website. At a minimum, reports will be provided monthly or with enough lead time to support upcoming events with agendas and schedules.

Crowdsourcing Project Website – The team has routinely developed and maintained crowdsourcing project websites. These websites are responsive design and thus

customized to a laptop, tablet or smartphone to maximize user engagement of the millennials and the broader Idaho Falls community. It will be developed keeping in mind the marketing and branding messages desired by the Idaho Falls community (i.e., family-friendly and FUN!) Additionally, it offers a form of outreach and promotion for the large tourist community passing through Idaho Falls – the gateway to Yellowstone.

This will be combined with input through Social Media and could also host videos through a dedicated YouTube Channel and utilize the City's website. E.g. [www.carlsbadparksplan.com](http://www.carlsbadparksplan.com). It has proven to be a very effective tool in engaging the community on an on-going basis as well as maximizing outreach to an audience that may not traditionally show up at public meetings or choose to respond to a Phone or Mail survey.

This customized project website will provide on-going project updates and will serve as the avenue to crowd source information throughout the project for the entire community and has the potential to serve as the implementation website for park design, development and updates in the future as well.

### **2.3 Deliverables**

- Customized, crowdsourcing project website for the parks master plan

## **TASK 3 | MASTER PLAN**

Based on the data collected and evaluated in Tasks 1 and 2, our team will begin outlining the plan concepts and draft recommendations. We would like to test these ideas and concepts with the project steering committee in a meeting prior to presenting a draft to the public.

### **Task 3.1 Schematic Design Alternatives**

The general objective for this phase of work is to test program goals and the site program against site conditions, and to explore design ideas. The Design Workshop team will develop two Schematic Master Plan Alternatives, which will include the following elements:

- Ability to design site sensitive, ecofriendly, low cost durable accessible and attractive park facilities.
- ADA accessibility traffic patterns, emergency access, view corridors.
- Sustainable design.
- Provision of outdoor art and sculpture opportunities within the park.
- Explore possibilities of viewing areas facing highly enriched areas within the park.
- Selection of preferred street furniture, lighting standards, bollards, trash receptacles, bike racks, benches and similar infrastructure.
- Appropriate access to park areas and distance to residential areas and parking.
- Design of vegetation and flora plan, by type celebrating plants and vegetation that are native or adapted to Idaho including prioritization of tree planting areas.

- Incorporation of natural play features.

### **3.1 Deliverables/Meetings**

- Site programming goals
- Two (2) schematic design alternatives
- Reference images for each alternative
- Plan rendering of each alternative
- Schematic level cost estimate of each alternative
- Written narrative for each alternative
- Written evaluation of the alternatives including feedback the steering committee

### **Task 3.2 Draft Master Plan**

Based on feedback from the project steering committee, one schematic design will be developed and serve as the basis for the draft Master Plan. We anticipate two document review cycles with the City and Project Steering Committee.

### **3.2 Deliverables**

- 50% Complete Document with the following chapters:
  1. Executive Summary
  2. Vision
  3. Guiding Principles, Goals and Policy Statements
  4. Project Process and Community Input Findings
  5. Existing Conditions, Inventories, Trends and Analysis
  6. Plan Concepts and Recommendations
  7. Opinion of Probable Cost
  8. Action Plan
  9. Business Plan and Budget
  10. Maintenance Schedule
  11. Competitive Market Analysis
  12. Marketing - Theming
  13. Fundraising
  14. Appendix of Public Input Collected
  15. Appendix of Large-Sized Map Exhibits

### **Task 3.3 Draft Document Refinement and Presentation**

The Design Workshop team will address the comments received and revise the Master Plan and exhibits. The draft plan will be presented to City Council and will be available to the public via the project website. We will also host the Public Visioning Charrette 3 as an open house to present the draft Master Plan and collect final input prior to plan adoption.

### **3.3 Deliverables**

- 85% complete document

- PPT presentation for City Council and public

### **Task 3.4 Final Master Plan**

Comments received from the City Council, other review agencies and the public will be evaluated with City Staff to determine the revisions needed to finalize the plan. The final plan will be produced with comments incorporated. One final presentation will be given to the Project Steering Committee.

### **3.4 Deliverables**

- Incorporation of comments from City Council and public
- Master Plan, one (1) bound copy and digital format

## **TASK 4 | BUSINESS PLAN AND BUDGET**

Our team will outline the business plan for the park including a budget that shows anticipated first year renovations as well as those throughout the duration of the Master Plan and identified projects. We will provide variances in cost and revenue based on options identified in the Master Plan with the goal of including revenue generating elements for the property to cover all the necessary operating costs. We will look for creative opportunities and uses for the park and how they align with economic and performance parameters.

General Tasks/Milestones:

- Outline of the overall operating revenue based upon per capita spending estimates and attendance forecasts.
- Attendance and per capita spending estimate for a period of ten years.
- Estimated operating revenues.
- Project proforma including all estimated operating expenses and capital expenditures.
- Potential financing alternatives.
- Cost benefits analysis including return on investment (ROI), and net present value (NPV) calculations.

### **4.0 Deliverables**

- Completed business plan and budget in the final Master Plan and executive summary
- Cost recovery figures and timelines
- A list and summary of opportunities

## **TASK 5 | MAINTENANCE SCHEDULE**

It is anticipated that the maintenance schedule will be incorporated into the Master Plan document. The Design Workshop team will prepare a high level maintenance and operational assessment with recommendations for the following items:

- Typical maintenance requirements.
- Attendance.
- Park reservation.
- Operating cost assessment with a line item budget of park operations that will include administration, security, park maintenance, program services, and infrastructure costs for utilities and supply costs.
- Revenue generating capability based on existing projections overlaid with new revenue strategies.
- Operational philosophy assessment for the park to achieve revenue and financial sustainability.
- Customer service assessment.
- Staffing assessment for the existing park current and future needs.

### **5.0 Deliverables**

- Maintenance Schedule Document

## **DEMOGRAPHIC AND ECONOMIC DATA REVIEW**

Our team is a strong believer in providing recommendations based on demographic and economic data in order to ensure amenities to serve the existing market segment and future generations. In order to best serve the project, this scope of work will be conducted in Task 1.3 Benchmarking, Trends and Demographic Research.

## **TASK 6 | COMPETITIVE MARKET ANALYSIS**

The Design Workshop team will research and identify the number of surrounding leisure, hospitality and entertainment venues and evaluate them based on:

- Location relative to the site.
- Attendance levels and mixes (if available).
- Quality of attractions and types of amenities.
- Pricing and per capita spending.
- Total cost of development (if available).
- Annual revenue and maintenance costs if available.

Tourist Industry Evaluation: Provide a brief evaluation of the tourism industry to help measure visitor patterns. The evaluation will include a review of the weather/climate characteristics, seasonality of other area attractions, visitor trends, and other relevant data unique to the area. Information obtained will serve as the basis for the consultant's assessment of current and future needs at Tautphaus Park.

## **6.0 Deliverables**

- Summary of findings in the areas of estimated attendance, economic impact and financial performance.
- Evaluation of current park features and amenities compared to what is available in the surrounding area.
- Identification of potential new additions to the park which would fill a void in the community.

## **TASK 7 | MARKETING - THEMING**

Define Target Markets and Develop Key Message Points - The Design Workshop team will conduct an additional analysis of the target market to supplement the existing demographics analysis. This will include an evaluation of the target market's psychographic characteristics and preferences. Using this information, the primary and secondary target markets will be developed for the park as a whole. Defining the target markets allow for greater focus on the key message points that will resonate with the potential target market. These message points must become a staple in all communications in order to promote consistency and associate all marketing activities back to the overarching brand identity.

Assess Current Marketing Practices and Use of Individual Mediums - Our team will evaluate the current marketing strategies and tactics employed by the Parks and Recreation Department for Tautphaus Park. This will include an assessment of all existing marketing mediums, including printed collateral and online material. Additionally, any previous plans or documentation related to marketing will be assessed and evaluated in order to gain a better understanding of the Department's existing condition.

Update and Enhance Existing Practices and Use of Mediums - Following the assessment, we will provide recommendations to improve the current marketing initiatives in order to maximize effectiveness and meet the Department's goals for Tautphaus Park. New mediums that are currently not used will be recommended in order to expand the outreach into the target markets.

Identify Resource Requirements - It goes without saying that the successful implementation of all the marketing tactics and initiatives recommended earlier will require adequate resources allocated to it. Our team will help determine the resource requirement, both from a financial and a staffing standpoint in order to allow the Parks and Recreation Department to meet its anticipated goals.

Develop Performance Measures - We will work with the staff to develop definitions of success and performance metrics that can help the staff to manage outcomes and ensure maximum accountability in implementation. These will be supplemented with timelines along with anticipated expenditures to ensure adequate planning and maximize effectiveness.



Marketing Return on Investment Measurement - We will provide staff with a model for tracking and identifying marketing Return on Investment to ensure effective utilization of marketing resources.

### **7.0 Deliverables**

- Marketing Plan
- Written Map
- Renderings
- Theming

### **TASK 8 | LOGISTIC – PARKING/ENTRY**

Our team understands the value of the park's entry in establishing the arrival experience and setting the stage for park activities. Additionally, based on initial feedback and our site visit, it is clear that parking is a fundamental challenge that needs to be addressed in this process. In order to best serve the project, this scope of work will be conducted in Task 3 Master Plan.

### **TASK 9 | FUNDRAISING CAMPAIGN**

Fundraising strategies will be identified in Task 4.

### **TASK 10 | EXECUTIVE SUMMARY**

The Design Workshop team will prepare an abbreviated summary of the Master Plan document that will serve as an attractive brochure that encompasses the vision and goals of the new park. We will also provide a visual presentation that can be easily shared and presented as needed.

### **10.0 Deliverables**

- Executive Summary Brochure
- Visual presentation in PowerPoint or Google Slides

### **CONDITIONS AND EXCLUSIONS**

Client shall provide the following information or services as required for performance of its services. DW assumes no responsibility for the accuracy of such information or services provided by the Client, and shall not be liable for errors or omissions therein. Should DW be required to provide services in obtaining or coordinating the compilation of this information, such services shall be billed as Additional Services. In order to begin services, we will require the following information:

- Existing conditions map.
- Topographic field surveys of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, etc.

- All past planning documents and drawings, including, environmental reports, wetland drawings, water rights, etc.
- Operational history and fees schedule.
- Unit price costing of maintenance.
- Budget history and revenue sourcing.
- Employee Full Time Equivalents (FTE's).
- Historical and archival research associated with site interpretation.

#### **FEE AND TRAVEL ESTIMATE**

<b>TASK</b>	<b>FEE</b>
Task 1   Startup   Site Analysis   Assessment	\$17,500
Task 2   Community Outreach and Public Participation	\$15,000
Task 3   Master Plan	\$32,000
Task 4   Business Plan and Budget	\$6,500
Task 5   Maintenance Schedule	\$5,000
Task 6   Competitive Market Analysis	\$4,000
Task 7   Marketing/Theming	\$6,500
Task 8   Logistic – Parking/Entry	-
Task 9   Fundraising Campaign	-
Task 10   Executive Summary	\$3,500
Total	\$90,000

Travel and printing expenses are not included in this fee and billed at cost.



**REQUEST FOR COUNCIL ACTION**  
**CITY OF IDAHO FALLS**  
**September 24, 2015**

Department Human Resources

**AGENDA ITEM:** Review and action on a Resolution amending **Section X, Work Week and Determination of Benefits, Paragraph C of the City of Idaho Falls Personnel Policy.**

**SUMMARY RECOMMENDATION:** The Department of Human Resources recommends approval of a Resolution amending Section X, Work Week and Determination of Benefits, Paragraph C of the City of Idaho Falls Personnel Policy.

**BACKGROUND:** Our measurement period recently ended and we have completed our audit relative to requirements associated with the *Patient Protection and Affordable Care Act*. In reviewing our current Personnel Policy with regard to benefits for part-time employees we need to make some changes in order to be compliant with the *Patient Protection and Affordable Care Act*, which requires affordable coverage. Affordable coverage means that an employee's contribution for self-only coverage cannot exceed 9.5% of his/her family income.

Because the City currently offers health insurance for self-only coverage at 25 percent of the premium rate to employees working between 30 to 34 hours this creates a problem with complying with the affordable coverage provision in the *Patient Protection Affordable Health Care Act*.

At 25 percent, the current employee's contribution for self-only coverage exceeds 9.5% of lower wage earners' pay rates for the lowest cost plan offered.

In *Section X, Work Week and Determination of Benefits, Paragraph C of the City of Idaho Falls Personnel Policy* it states "Part-time employees who are assigned to work twenty hours (20) or more per regular work shall be entitled to receive benefits on a pro-rated basis, based upon the number of hours so assigned compared to a forty (40) hour regular work week. Temporary employees and part-time employees who work less (20) hours per regular work week are not entitled to receive benefits."

The pro-rated requirement for part-time employees working between 30 and 34 hours creates the dilemma in regard to the affordable coverage requirement in the *Patient Protection Affordability Act*.

Attached are the Resolution and the proposed changes to *Section X, Work Week and Determination of Benefits, Paragraph C of the City of Idaho Falls Personnel Policy*.

**BUDGET IMPACT:** Minimal impact.

**SUGGESTED MOTION** Move to approve the Resolution amending **Section X, Work Week and Determination of Benefits, Paragraph C of the City of Idaho Falls Personnel Policy.**

**SUPPORTING DOCUMENTS**

1. Resolution amending **Section X, Work Week and Determination of Benefits, Paragraph C of the City of Idaho Falls Personnel Policy.**
2. Proposed amended **Section X, Work Week and Determination of Benefits, Paragraph C of the City of Idaho Falls Personnel Policy**

## City of Idaho Falls Personnel Policy

### X. WORK WEEK AND DETERMINATION OF BENEFITS:

- C. Full-time employees shall receive full benefits in accordance with this policy. Part-time employees working between thirty (30) and thirty four (34) hours per week shall be eligible for health insurance and other benefits that may be required under the Patient Protection and Affordability Care Act, i.e dependent dental coverage, etc. Part-time employees working between thirty (30 ) and thirty four (34) hours per week may be required to contribute to the premium. If a contribution is required, it shall be in compliance with the affordable coverage requirement as outlined in the Patient Protection and Affordable Care Act. All other benefits will be pro-rated such as vacation, sick leave, etc.

Part-time employees who are assigned to work between twenty (20) and twenty-nine (29) hours per regular per regular work week shall be entitled to receive benefits on a pro-rated basis, based upon the number of hours so assigned compared to a forty (40) hour regular work week.

Temporary employees and part-time employees who work less (20) hours per regular work week are not entitled to receive benefits.



*A Division of the City of Idaho Falls*

*"A community with its own kind of energy"*



## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Jackie Flowers, General Manager

**DATE:** September 18, 2015

**Re:** Approve Change Order #2 for the Old Lower Plant Generator Rewind Project

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

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

As the contractor advanced with site preparation work, specifically sandblasting, cracking and cavitation was identified. The contractor along with our engineer, Mooney Consulting, evaluated the structural defects and have agreed that Change Order #2 in the amount of \$163,730 is necessary. With this change order, the new contract sum is \$4,702,106.46, less than the original award amount.

Idaho Falls Power respectfully requests City Council approve Change Order #2 for \$163,730 and authorize the Mayor to execute the document.

JRF/675

Attachment

C: City Clerk  
Municipal Services  
File

## **CHANGE ORDER FORM**

PROJECT: Old Lower Powerhouse Rehabilitation

CHANGE ORDER NUMBER: 002

DATE: 8/7/2015

**CONTRACTOR:**

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

**The Contract is changed as follows:**

**Units 1 and 2 Stay Vane Cracks and Cavitation Repair**

HCMS has identified an Issue with the Unit 1 and 2 Stay Vanes. See attached Units 1 and 2 Stay Vane Cracks and Cavitation Report.

It is HCMS's recommendation that the steel liners are in good enough condition to be put in service, however the stay vanes are in need of repair. Cracking and Cavitation found along the stay vane could result in portions of the stay vane breaking off and making contact with the runner while in operation. This will result in catastrophic failure of the unit.

HCMS Intends on using our personnel to perform these repairs at the Old Lower Power House Facility. Our Brief work scope is listed below, a detailed work scope and weld procedure will be submitted on approval of change order. An Analysis of the stay vane material will be required to determine welding procedure. Our price breakdown on this document is based on the assumption that the stay vane is cast steel, if found to be different the HCMS will re-estimate the price and work plan.

**The Scope is changed to include the following work items:**

1. If no drawing is found with the material of the stay vanes a sample piece would need to be cut out and sent off for analysis. This would determine the weld procedure for the cracks and the cavitation welding on the vane tips. If the analysis shows the areas can be welded using a mild steel electrode, the procedures below would be followed.
2. Once the material is known, the crew and equipment would be mobilized to site and some form of scaffolding built under each stay vane that needs repair.
3. We would grind the caveated areas and weld build up with mild steel on each vane tip. We would grind these areas smooth to the existing radius and thickness of the stay vane tips above and below the affected area.
4. The cracks would be air arced on one side. These areas would be preheated to an approve temperature and welded completely out. The other side would be back gouged and welded using the same parameters. All areas would be checked during the welding process using VT and our CWI personnel.
5. Areas would be completely ground and contoured to the existing areas.
6. Once completed, we would test the areas with MT and or PT.
7. Once all tested is completed and the customer has approved the work, the area would be cleaned prior to demobilization from site.

**Estimated Cost Breakdown (Include breakdown of time and materials):****Analysis of Stay Vane Material**

Estimated Number of Hours	20 Hours
Estimated Labor Cost	\$760.00
Estimated Cost of Materials	\$500.00
Subtotal	<u>\$1,260.00</u>

**Repair Stay Vanes in Unit #1**

Estimated Number of Hours	530 Hours
Estimated Labor Cost	\$59,365.00
Estimated Cost of Materials	\$21,870.00
Subtotal	<u>\$81,235.00</u>

**Repair of Stay Vanes in Unit #2**

Estimated Number of Hours	530 Hours
Estimated Labor Cost	\$59,365.00
Estimated Cost of Materials	\$21,870.00
Subtotal	<u>\$81,235.00</u>

**Estimated Total Change Order Cost****\$163,730.00*****CHANGE ORDER IS NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR.***

The original Contract Sum was	\$4,538,376.46
Net change by previously authorized Change Order	\$0
The Contract Sum prior to this Change Order was	\$0
The Contract Sum will be <u>increased</u> by this Change Order amount	\$163,730.00
<b>The new Contract Sum including this Change Order will be</b>	<b>\$4,702,106.46</b>

The Contract Time will not be increased.

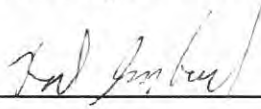
We expect this work to take 18 days and should not impact schedule.

**The Owner and Contractor recognize this is a not a lump sum change order but rather a not-to-exceed cost estimate of repairs. The work performed will be billed on an itemized time and materials basis.**



CONTRACTOR

Hydro Consulting & Maintenance Services

By: 

Date: 9/8/2015

OWNER

City of Idaho Falls

By: \_\_\_\_\_

Date: \_\_\_\_\_



*A Division of the City of Idaho Falls*

*"A community with its own kind of energy"*



## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Jackie Flowers, General Manager

**DATE:** September 18, 2015

**Re:** Approve Change Order #5 for the Old Lower Plant Generator Rewind Project

---

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

Upon more detailed inspection of the some of the appurtenances, minor refurbishment needs were identified. The contractor submitted and our engineer, Mooney Consulting, concurred that Change Order #5 in the amount of \$10,152.95 is necessary. With this change order, the new contract sum is \$4,712,259.41.

Idaho Falls Power respectfully requests City Council approve Change Order #5 for \$10,152.95 and authorize the Mayor to execute the document.

JRF/676

Attachment

C: City Clerk  
Municipal Services  
File

## CHANGE ORDER FORM

PROJECT: Old Lower Powerhouse Rehabilitation

CHANGE ORDER NUMBER: 5

DATE: 09-11-2015

**CONTRACTOR:**

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

**The Contract is changed as follows:**

1. Wicket Gate Shaft Replacement.
2. *Head cover stops will be repaired by machining wicket gate broken stops and replacing with dual stop plate attached to two wicket gate bosses.*
3. *Fabricate 5 wicket gate packing glands.*
4. *Refurbish 19 spare shear links*

**The Scope is changed to include the following work items:**

1. Wicket Gates

The original proposal to repair the wicket gates involved weld build-up of the worn areas of the shaft, and then re-machining back to the original profile.

After the initial evaluation, it was determined that the stub shafts were worn beyond the point where they could be weld repaired due to the material thickness remaining between the bore for the grease tube plug, and the worn OD. In some cases, this thickness was only 1/16 of an inch.

Also, the wear on the upper shaft was more severe than anticipated, and would require excessive weld build-up resulting in considerable movement in the shaft, making it difficult to keep the shaft straight and perpendicular to the leaf.

Several options were considered to repair the wicket gates with the best option being the complete replacement of the shafts.

**Cost Breakdown (Include breakdown of time and materials)**

**No Extra Cost to IFP**

2. Head Cover Wicket Gate Stops

After initial evaluation it was determined that stops were broken only on the Unit 1 Head Cover. So, unless it is desired to make changes to both units to keep them similar in function, the repairs need only be completed on Unit A sample of the head cover was sent for analysis and it was determined that the material was grey iron, eliminating the weld repair option. Instead, a design was conceived that ties two of the wicket gate positions together with a carbon steel plate with slots that capture the pin on the bottom of the lever arms. The top of the casting and the remaining stops are machined off to accept the new plates.

This repair not only replaces the stop functionality, but in the case of future catastrophic failure, provides the capability of replacement of a damaged plate, without removal of the head cover.

**Cost Breakdown:**

	Vendor Lump Sum Pricing	\$6,001.60
3.	Manufacture New Wicket Gate Packing Glans 5 each to replace broken packing glands	
	Vendor Lump Some Pricing	\$3,006.85
4.	Refurbish Spare Gate Links - Sandblast and inspect for cracks, including checking the bore diameters and Paint	
	Vendor Lump Some Pricing	\$1,149.50
	<b>Subtotal</b>	<b><u>\$10,152.95</u></b>
	<b>Total Change Order Cost</b>	<b><u>\$10,152.95</u></b>

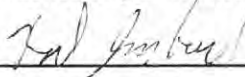
**CHANGE ORDER IS NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR.**

The original Contract Sum was	\$ 4,538,376.46
Net change by previously authorized Change Order	\$ 163,730.00
The Contract Sum prior to this Change Order was	\$ 4,702,106.46
The Contract Sum will be <u>increased</u> by this Change Order amount	\$ 10,152.95
<b>The new Contract Sum including this Change Order will be</b>	<b>\$ 4,712,259.41</b>

The Contract Time will increased/decreased to a new completion date of no later than insert date here.  
This Change order will affect the completion of the wicket gate and may affect the completion date pending on notification of acceptance.

CONTRACTOR

Hydro Consulting & Maintenance Services

By: 

Date: 9/16/2015

OWNER

City of Idaho Falls

By: \_\_\_\_\_

Date: \_\_\_\_\_



*A Division of the City of Idaho Falls*

*"A community with its own kind of energy"*



## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Jackie Flowers, General Manager

**DATE:** September 18, 2015

**Re:** Renew Support and Services Agreement with Schneider Electric/Invensys Systems Inc.

---

Idaho Falls Power operates a complex supervisory control and data acquisition (SCADA) system to remotely monitor and control its electric system facilities. Idaho Falls Power has maintained a personal services agreement with the vendor (Invensys Systems, Inc.) for technical support for 15 years with an annual renewal. The support agreement provides access to technical information, inventory management support, personnel training, backup documentation, backup and restoration services, maintenance support in case of catastrophic loss, and planning and implementing upgrades all with minimal business disruption.

Idaho Falls Power respectfully requests City Council approve renewal of the support and services agreement with Schneider Electric/Invensys Systems Inc. in the amount of \$52,300 and authorize the Mayor to execute the document.

JRF/677

C: City Clerk  
Municipal Services  
File





*A Division of the City of Idaho Falls*

*"A community with its own kind of energy"*



## MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Jackie Flowers, General Manager  
**DATE:** September 18, 2015  
**Re:** Approve contract with Chapman and Cutler LLP

---

Following retirement of all bonds, Idaho Falls Power has reengaged Chapman and Cutler to review financial and risk management policies of the electric utility. The utility has worked with Chapman and Cutler since the original bond issuance for the Gem State facility. Additionally, they were the lead on drafting the current financial and risk management policies.

Idaho Falls Power requests authorization to negotiate a contract with Chapman and Cutler LLP for an amount not to exceed \$30,000.

JRF/678

C: City Clerk  
Municipal Services  
File



*A Division of the City of Idaho Falls*

*"A community with its own kind of energy"*



## MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Jackie Flowers, General Manager  
**DATE:** September 18, 2015  
**Re:** Authorize acquisition of Milsoft Utility Solutions Licenses

---

Idaho Falls Power is updating its electric modeling software to provide for direct integration with other systems used at the utility. The utility solicited quotes from vendors; the lowest responsible quote was received from Milsoft Utility Solutions.

Idaho Falls Power requests Council approve acquisition of Milsoft Utility Solutions licenses for an amount not to exceed \$33,500 and authorize the Mayor to execute the documents.

JRF/679

C: City Clerk  
Municipal Services  
File



## *City of Idaho Falls*

PUBLIC WORKS DEPARTMENT

P.O. BOX 50220

IDAHO FALLS, IDAHO 83405

[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

# MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: September 22, 2015

Subject: **ALLEY VACATION REQUEST – ALLEY BETWEEN LOTS 1-10 & 39-48, BLOCK 23, HIGHLAND PARK ADDITION**

The developers of the property located in the Highland Park Addition have requested the vacation of the alley that runs between Lots 1-10 & 39-48 of Block 23.

Utility representatives have reviewed and approved the vacation, provided it be used in the future as a public utility easement. The developer is willing to grant said easement prior to alley vacation.

Public Works requests authorization for the City Attorney to prepare documents needed to accomplish the alley vacation.

Respectfully,

A handwritten signature in blue ink, reading "Chris H Fredericksen".

Chris H Fredericksen, P. E.  
Public Works Director

Attachments

CF:jk

c: Mayor  
Council  
Fugal

2015-93



1" = 50'



Block 1

Latah Ave

35

36

37

38

39

40

41

Block 23

42

43

44

45

46

47

48

14

13

12

11

10

9

8

Block 23

7

6

5

4

1305

3

2

1

Alley to  
Be Vacated

Fremont Ave

Higham St

25

26

Block 38

27

Block 1



## City of Idaho Falls

PUBLIC WORKS DEPARTMENT

P.O. BOX 50220

IDAHO FALLS, IDAHO 83405

[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

### MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: September 18, 2015

Subject: **EASEMENT VACATION REQUEST – DEED OF EASEMENT  
REFERENCED AS INSTRUMENT NUMBER 804366**

Ellsworth and Associates and the owner of the subject lot are asking that the utility easement along the west edge of the lot be vacated.

There are no existing utilities in the easement and Idaho Falls Power has reviewed and is in agreement with the vacation.

Public Works requests authorization for the City Attorney to prepare documents needed to accomplish the vacation.

Respectfully,

A handwritten signature in blue ink, reading "Chris H Fredericksen".

Chris H Fredericksen, P. E.  
Public Works Director

Attachments

CF:jk

c: Mayor  
Council  
Fugal

2015-94



### **Easement Vacation**

Attention: Robert Cox

Ellsworth & Associates has been contracted by Elisabeth Cach to plat the vacant ground North of Castlerock Lane, West of Holmes Avenue, and East of Banbury Way. The plat will be known as Cach Estates, Division No. 1. This will be a re-plat of Lot 1, Block 16, Stonebrook Division No. 6, as well as the unplatted ground to the East of Lot 1, Block 16, Stonebrook Division No. 6 that borders the Barbra Casper property.

Currently, there is an existing power easement, instrument number 804366, dated 4-12-1991 that runs through the proposed Lot 3 of Cach Estates to service the Barbra Casper property. I have contacted Idaho Falls Power, and have been told that Idaho Falls Power is currently not utilizing this easement. We would like to have this easement vacated, and replaced with the new easements as shown on the proposed plat of Cach Estates, Division No. 1.

Also, Lot 1, Block 16, Stonebrook Division No. 6 has an 8 foot wide easement on the East lot line of Lot 1, Block 16, Division No. 6. Ellsworth & Associates has requested an underground locate on the subject property, and found no utility companies to be utilizing this easement. We would like to request this easement be vacated and replaced with the new easements as shown on the proposed plat of Cach Estates, Division No. 1.

Sincerely,

Steven Ellsworth  
Ellsworth & Associates, PLLC  
253 1st Street  
Idaho Falls, ID, 83401  
Office-208-522-5414  
Fax-208-523-2614

**Ellsworth & Associates, Pllc**  
253 1<sup>st</sup> Street P.O. Box 1822  
Idaho Falls, Idaho 83403  
(208) 522 5414 Fax (208) 523 2614  
ellsworth@ida.net

## DEED OF EASEMENT

THIS INDENTURE, made and entered into this 11th. day of April, 1991, by and between BONNEVILLE COUNTY SCHOOL DISTRICT #91 as party of the first part, and the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, as party of the second part,

### WITNESSETH:

That for and in consideration of the sum of One Dollar and other valuable considerations, and receipt whereof is hereby acknowledged, the party of the first part does hereby grant, sell, and convey unto the party of the second part a perpetual easement and right-of-way for the purposes of constructing, maintaining, and operating POWER LINES upon, over, and across the following described land and premises, situated in Bonneville County, Idaho, to-wit:

BEGINNING at the East Quarter Corner of Section 31, T2N., R.38 E.B.M. and running thence along the Section Line S1°12'25"E 199.92 feet; thence West 264.96 feet to the TRUE POINT OF BEGINNING; thence West 6.52 feet; thence S3°42'37"E 131.98 feet to the North line of Castlerock Lane, this being the centerline of a 16.00 foot wide easement.

It is understood and agreed that first party may make any use of said premises which does not interfere with or injure the use thereof by second party for such purposes.

The party of the second part shall have full right of ingress and egress to said premises for the purpose of construction, maintenance, and repair of any improvements placed on the premises hereunder, and shall have the right to remove, cut, and trim any trees, brush or other obstructions on said premises which may injure or interfere with the use thereof by the second party for such purposes.

IN WITNESS WHEREOF the party of the first part has hereunto set its seal and executed these presents, the day and year first above written.

INSTRUMENT NO. 804366	
DATE 4-12-91	
INST. CODE 356	
FILE NO. 1058-127	
STATE OF IDAHO )	
COUNTY OF BONNEVILLE ) ss	
I hereby certify that the within instrument was recorded.	
Ronald S. Songmore, County Recorder	
By <i>Mark Keller</i>	

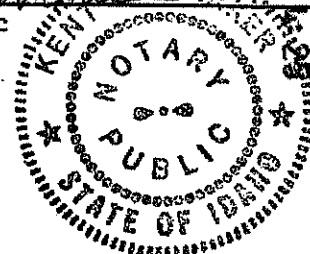
STATE OF IDAHO

COUNTY OF BONNEVILLE

On this 11th. day of April, 1991, before me, Kent B. Harker, a notary public in and for said state, personally appeared JACK SCHOFIELD, BONNEVILLE SCHOOL DISTRICT #91 MAINTAINENCE & OPERATIONS SUPERVISOR, known or identified to me, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

*Kent B. Harker*  
Notary Public

Residing at Idaho Falls, Idaho.  
My commission expires September 3, 1992.



BONNEVILLE COUNTY  
CLERK



*A Division of the City of Idaho Falls*

*"A community with its own kind of energy"*

July 20, 2015

Steven Ellsworth  
253 1<sup>st</sup> Street  
Idaho Falls, Idaho 83401

RE: Vacation of the existing easement running along to the East Line of said Lot 1, Block 16 and existing power easement instrument # 804366.

Steven,

I have reviewed the request of vacating the existing easement running along to the East Line of said Lot 1, Block 16 and existing power easement instrument # 804366. Idaho Falls Power has no existing utilities in said easements. Idaho Falls Power has no opposition of the proposed vacation request.

Please call with any questions.

A handwritten signature in blue ink, appearing to read 'Josh Roos', is written over the printed name.

Josh Roos  
Design Technician  
(208) 612-8447  
(208) 497-7362  
140 S Capital  
Idaho Falls, Idaho 83401









# **CITY OF IDAHO FALLS**

## **PLANNING AND BUILDING DIVISION**

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405-0220  
[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

Planning Department • (208) 612-8276      FAX (208) 612-8520      Building Department • (208) 612-8270

BGC-120-15

### **MEMORANDUM**

TO:           Honorable Mayor and City Council  
FROM:       Brad Cramer, Community Development Services Director  
SUBJECT:     Business Improvement District Management Agreement  
DATE:        September 16, 2015

Attached is the Business Improvement District Management Agreement for the 2015-2016 Fiscal Year. The agreement is between the City and the Idaho Falls Downtown Development Corporation and includes the roles and responsibilities for each entity for management of the BID. Staff respectfully requests approval of the agreement.

Attachments:   BID Management Agreement

cc:       Kathy Hampton  
          File



## MANAGEMENT AGREEMENT

THIS AGREEMENT, entered into by and between the City of Idaho Falls, an Idaho municipal corporation of the State of Idaho (hereinafter "CITY,") P.O. Box 50020, Idaho Falls, Idaho 83405, and the Idaho Falls Downtown Development Corporation, an Idaho non-profit corporation, 425 N. Capital Ave., Idaho Falls, Idaho 83402 (hereinafter "CORPORATION.")

### WITNESSETH:

WHEREAS, CITY, pursuant to Ordinance No. 2245 (the "Ordinance"), as authorized by Idaho Code Section 50-2601, *et seq.*, did establish a Business Improvement District (hereinafter "DISTRICT,"), and

WHEREAS, CORPORATION was organized and established for the purpose of revitalizing the Idaho Falls downtown area and operates primarily within the boundaries of DISTRICT as established by the Ordinance, and

WHEREAS, CORPORATION is willing to and is capable of providing certain administration and management services to CITY regarding operation of DISTRICT;

NOW, THEREFORE, for good and valuable consideration set forth herein, the parties agree as follows:

1. Pursuant to Idaho Code Section 50-2611, CITY hereby retains CORPORATION to provide certain management services as set forth in Exhibit "A" attached hereto and incorporated by this reference, regarding the management and operation of DISTRICT. CORPORATION warrants it has adopted By-Laws necessary to fulfill the terms of this Agreement and further covenants such administration complies with all applicable provisions of State and local laws including, but not limited to, Chapter 26, Title 50, of the Idaho Code.

2. The principal office of the CORPORATION and registered agent thereof is presently



located at 425 N. Capital Ave., Idaho Falls, Idaho 83402, and all notices required by this Agreement to be sent to CORPORATION shall be mailed to such office or such other address designated in writing by CORPORATION to CITY.

3. On or before May 1, 2016, CORPORATION shall hold a public meeting for the purpose of allowing public comments and input regarding proposed projects, goals, objectives, and expenditures of DISTRICT for the 2015/2016 fiscal year. Such meeting shall be open to all persons against whom assessments are levied under the Ordinance and all persons who own or operate businesses within DISTRICT. CORPORATION shall mail a written notice of the meeting stating the date, time, place, and purpose of the meeting to all such businesses not less than fifteen (15) days prior to the date of the meeting.

4. On or before June 1, 2016, CORPORATION shall provide to CITY a projection of anticipated revenues and recommended expenditures of the DISTRICT for the 2015/2016 fiscal year of CITY. CORPORATION shall also establish and identify goals, objectives, projects, and marketing and advertising campaigns for which DISTRICT revenues are to be utilized and shall simultaneously submit such information to CITY. CITY COUNCIL shall thereafter review such reports and recommendations and provide any comments or exceptions to CORPORATIONS.

5. Upon receipt by CITY of any appeal of any DISTRICT member of his or her assessment pursuant to Section 30 of the Ordinance, CITY may forward the same to CORPORATION. Upon receipt of such appeal, CORPORATION shall forthwith review the appeal and make recommendations to CITY Council regarding an appropriate disposition of the appeal.

6. CORPORATION shall keep correct and complete books and records of all accounts, shall keep minutes of the regular and special meetings of the Board of Directors of CORPORATION and shall keep at the principal office a record of the names and addresses of all the DISTRICT members. All books and records of CORPORATION may be inspected by CITY or its agents for any

proper purpose at any time during normal business hours.

7. In consideration of the management services provided to CITY by CORPORATION, CITY agrees to pay CORPORATION the sum (\$50,000), due and payable as follows:

- a. The sum of (\$12,500), due and payable on or before October 1, 2015;
- b. The sum of (\$25,000), due and payable on or before January 1, 2016;
- c. The sum of (\$12,500), due and payable on or before June 1, 2016.

Notwithstanding the foregoing, in the event the total amount of the assessments collected by CITY under ORDINANCE as of any of such due dates is insufficient to make such installment payments, CITY shall have the obligation to remit only such amounts for which it has received sufficient revenues from assessments against business owners within DISTRICT, If CITY thereafter receives further assessment payments, it shall thereafter remit, from time to time and as frequently as practical, amounts sufficient to cure such shortfalls. Further, in the event a court of competent jurisdiction holds the Ordinance to be invalid or unenforceable in any respect, then CITY and CORPORATION shall be released from any all monetary obligations hereunder and this Agreement shall be deemed null and void.

8. CORPORATION shall hire staff as determined by its Board of Directors to coordinate and assist in the administration of the operation of DISTRICT.

9. CITY shall be responsible for billing and collecting all DISTRICT assessments and accounting for all revenues to and expenditures of DISTRICT.

10. The term of this Agreement shall commence on October 1, 2015, and shall terminate on September 30, 2016. The parties may renew this Agreement by mutual consent provided notification of the desire to renew this Agreement shall be given not less than one hundred twenty (120) days prior to the execution of this proceeding Agreement term.

11. Whenever used in this Agreement and when required by the context, the singular

number shall include the plural, gender shall include the masculine, feminine, and/or neuter genders, as may be applicable, and persons shall include corporations, trusts, partnerships, or other lawful associations of any kind.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on this day \_\_\_\_\_ of \_\_\_\_\_, 2015.

CITY OF IDAHO FALLS

IDAHO FALLS DOWNTOWN CORPORATION

BY: \_\_\_\_\_  
Rebecca L. Noah Casper  
Mayor

BY: \_\_\_\_\_  
Rachel Zaladonis  
Chair



## **Exhibit "A"**

### **Idaho Falls Downtown Development Corporation**

#### **Mission:**

Idaho Falls Downtown Development Corporation (IFDDC) advances our historical downtown as the regional center for commerce, culture, and leisure activities for residents and visitors.

#### **Organization:**

The Idaho Falls Downtown Development Corporation is a non-profit 501 (c) (6) organization.

A Board of Directors of thirteen has volunteered to implement the goals to achieve the mission. General board meetings are open to the public and held the first Tuesday of every month at 8:30 a.m.

#### **Objectives:**

Idaho Falls Downtown Development Corporation Objectives:

1. **Promotion:** Enhance commercial district image development, work with special events and retail promotions, and work with the media.
2. **Economic restructuring:** Conduct a yearly market analysis, focus on business retention and recruitment, encourage real estate development.
3. **Organization:** Fundraising, volunteer recruitment, staff support, financial accounting and program promotion.
4. **Design:** Design education, architectural services, develop incentives for rehabilitation, and plan public improvements.
5. **Executive:** Consists of president, vice president, secretary, and treasurer from the Board of Directors whom oversees the budgeting, staffing, grants, and operations of the corporation.

#### **Goals:**

The Idaho Falls Downtown Development Corporation has the following goals:

- Renew BID, Fall of 2017
- Branding Downtown
- Gateway Signage
- Business Recruitment and Retention
- Increase Downtown Visitors and Shoppers
- Community Feel Among Merchants and Building Owners
- Improve Broadway Corridor
- Identify Infrastructure Improvements

**Downtown Projects:**

The Idaho Falls Downtown Development Corporation has identified the following projects:

- Planter boxes upgraded throughout downtown
- Stamped concrete at crosswalks
- Broadway – new trees and sidewalk
- Merchant sign at Memorial and B and Memorial and A
- Lighted crosswalk signs at Memorial and B (like at EIRMC)
- Murals on buildings
- Alley improvements

**Marketing and Advertising Campaigns:**

The Idaho Falls Downtown Development Corporations is promoting downtown by increasing the events held downtown. These events market the downtown businesses and area to those who attend. We have launched a Downtown Gift Certificate which can be used throughout downtown. We are also partnering with the Museum of Idaho to market their new exhibits while they in turn market the downtown to their customers. The events planned for 2015-2016 are:

- October – Ladies Shopping Days
- November – Fall Brew, Tree Lighting Ceremony
- December – Find Santa's Puppy, Saturday Free Trolley Rides
- January – Winterbrew
- March – Find the Golden Egg, Find the Easter Bunny
- April – Springbrew
- May – Pirate Day Downtown
- July – Taste of Downtown
- August – Downtown Rock City, Summerfest



# CITY OF IDAHO FALLS

## PLANNING AND BUILDING DIVISION

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405-0220  
[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

Planning Department • (208) 612-8276      FAX (208) 612-8520      Building Department • (208) 612-8270

BGC-122-15

### MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: Brad Cramer, Community Development Services Director  
SUBJECT: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Printcraft Addition, Division No. 1  
DATE: September 16, 2015

Attached is the application for a Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Printcraft Addition, Division No. 1. The Planning and Zoning Commission considered this item at its August 18, 2015 meeting and recommended approval. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity Map  
Aerial Photo  
Final Plat  
Draft Planning and Zoning Commission Minutes, August 18, 2015  
Staff Report, August 18, 2015  
Development Agreement Special Conditions  
Reasoned Statement of Relevant Criteria and Standards

cc: Kathy Hampton  
File



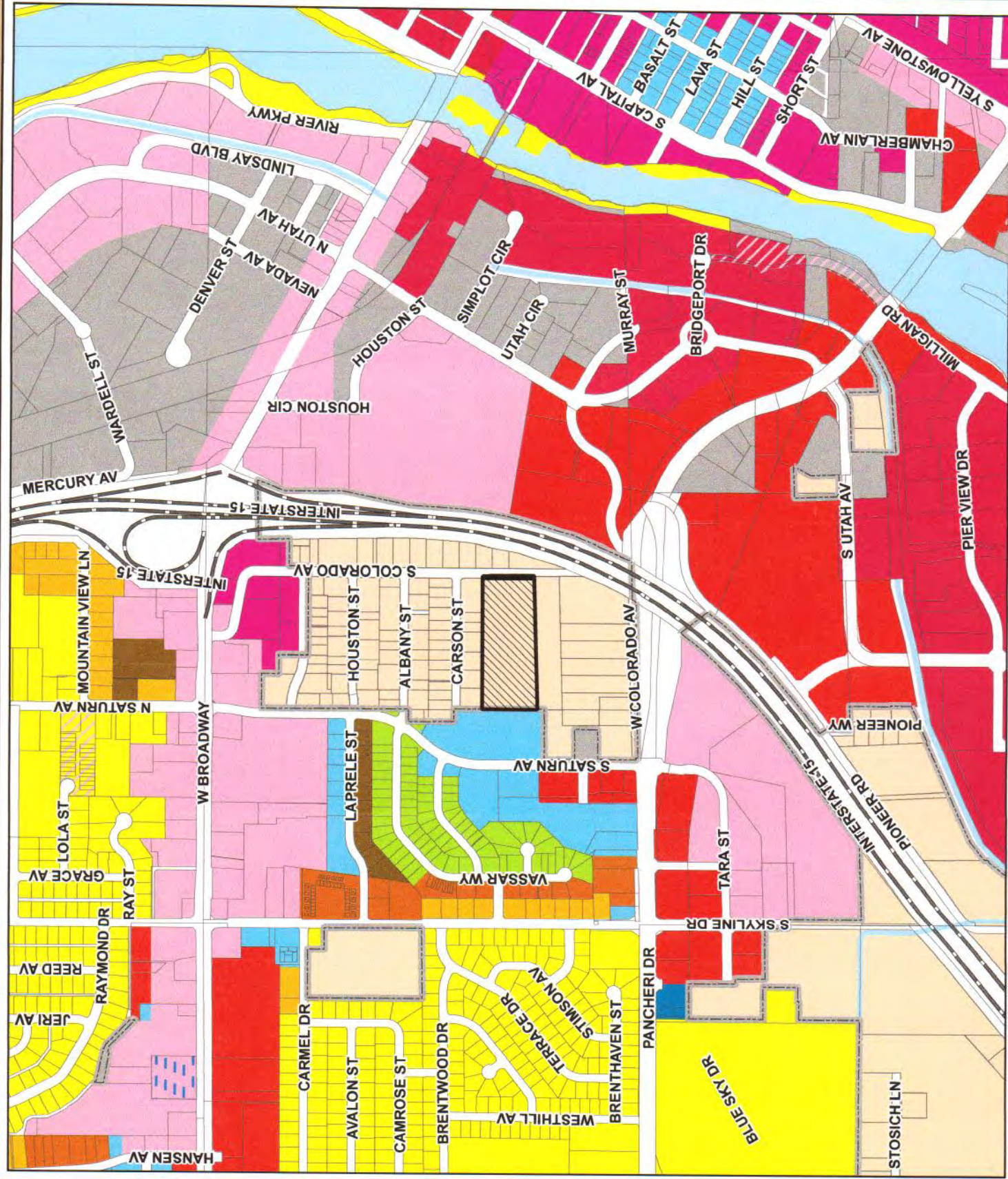


Legend

- 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



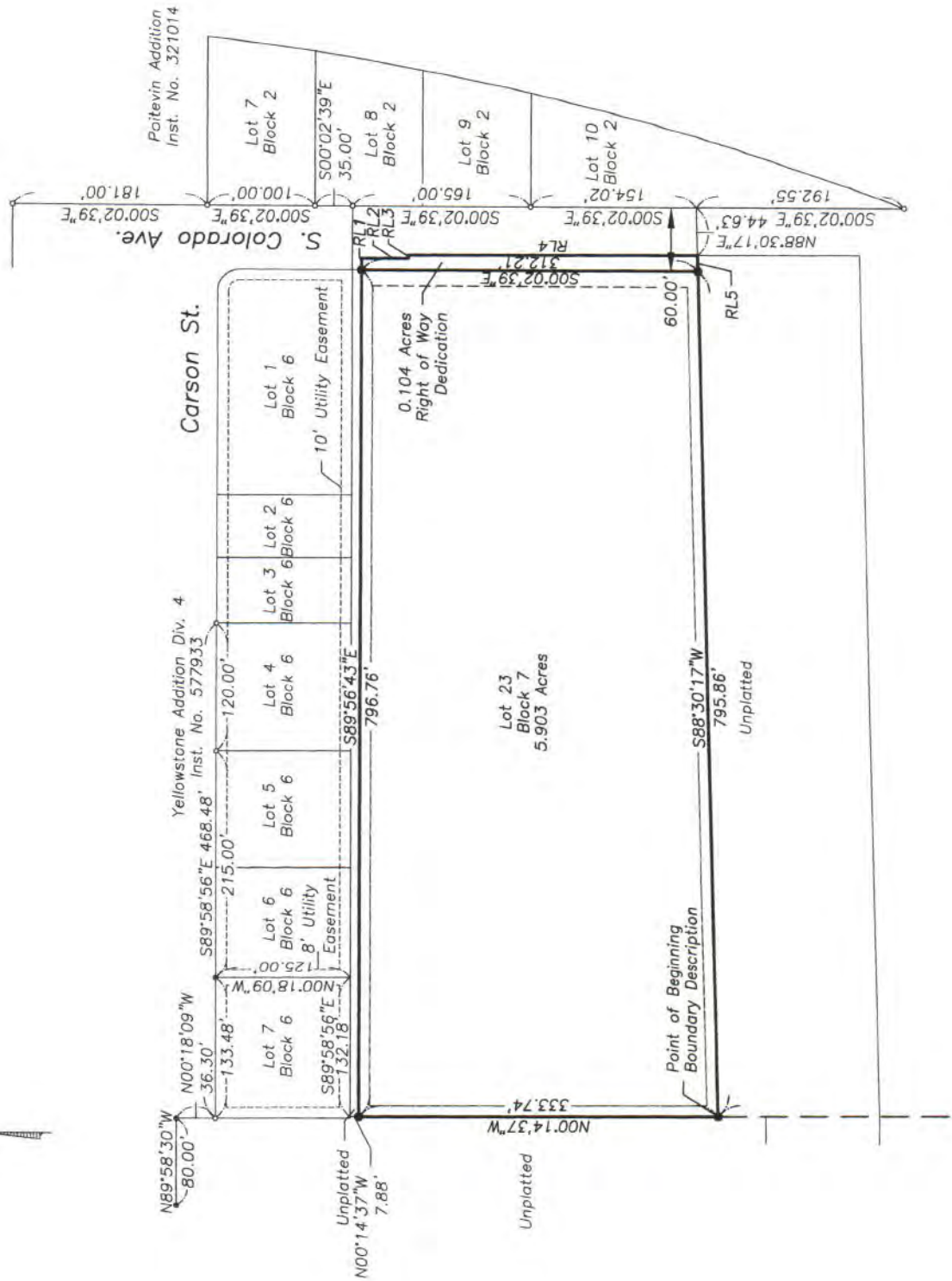
Date: 07/27/2015











the parcel to commercial zone and open it to anything that is allowed to be put in a C-1 is unfair to the community. Swaney stated this parcel could be rezoned a number of ways, such as two zones, PUD or R-3A, but C-1 is unacceptable.

Black stated that Starbucks on the corner was a beautiful addition to the area, but does bring a lot of traffic with it. Black stated that Natural Grocery is a wonderful example of how you can put commercial up against residential. Black stated that you cannot get away from noise, but it can be limited. Black agreed with Swaney that C-1 is not adequate for this area. Black stated the Commission is constantly hearing about traffic problems and she would like the City to do something.

**Swaney moved to recommend to the Mayor and City Council denial of the rezone from R-1, R-2, R-3A (Residential) and PB (Professional & Business Office) to C-1 (Retail Business) for 5.13 Acres of E ½ of the NW ¼ Section 29, T2N, R38E, Denney seconded the motion and it passed (5 votes to pass motion). Cosgrove abstained from voting.**

**4. Annexation with Initial Zoning of R-1 (Residential and Final Plat).** Beutler presented the staff report, a part of the record. Morrison asked about the arrowhead shape on the plat. Beutler stated it was part of the landscape lot, and the applicant can elaborate more.

Morrison opened the public hearing.

**Applicant:**

**Jeff Freiberg, 946 Oxbow, Idaho Falls, Idaho.** Freiberg stated that the bullet lot that is going to be a landscape retention pond.

No one appeared in support or opposition of the application.

Morrison closed the public hearing.

Swaney stated it appears to be a nice proposal for annexation and zoning to R-1 and everything seems consistent with the plans for the City. Cosgrove agreed.

**Josephson moved to recommend to the Mayor and City Council approval of the annexation with initial zoning of R-1, and final plat, Southpoint Division No. 8, Black seconded the motion and it passed unanimously.**

**Business:**

**1. Final Plat: Printcraft Addition, Division No. 1.** Beutler presented the staff report, a part of the record. Cosgrove asked and Beutler agreed that the applicant still has the right to come in with an amended plat if they wanted to further divide the area. Black asked if the fencing and landscaping is all worked out. Beutler stated that City Council approved the parcel with fencing and landscaping requirements.

**Applicant:**

**Jeff Freiberg 946 Oxbow, Idaho Falls, Idaho.** Freiberg stated that in the Special Conditions for the Development Agreement for Annexation there are provisions for the north property line buffer that addresses the 20' wide landscape buffer with 8' high chain link fence and 6' high dirt berm and 10" diameter evergreen trees planted on the south face of the berm at 40' on center.



Black stated that she recalled the discussion being that chain link would not be a good option for the fence. Freiberg stated that since they agreed to do the 6' high berm then they could do chain link along the property line and then 6' high berm with trees on top of the berm.

Wyatt stated that he was not at the meeting, so he trusts that the other Commissioners will look at this application and make sure all concerns are covered and have been dealt with. Cosgrove stated this matter was discussed at length and the application is straight forward and the applicant has met the requests of the Commission.

**Black moved to recommend to the Mayor and City Council, approval of the final plat for Printercraft Addition, Division No. 1. Wyatt seconded the motion and it passed unanimously.**

**2. Final Plat: Fremont Avenue Subdivision.** McLane presented the staff report, a part of the record. Cosgrove asked if there was a preliminary plat for this property. McLane stated there was no preliminary plat. McLane stated that a preliminary plat is not necessary as this is not changing what would be allowed in the area. Josephson asked what the PT-2 Zone is. McLane stated that it is a planned transition for commercial and multi-family residential development which is similar to what has been discussed with Natural Grocers. PT-2 has strict design standards and standards that are required. McLane stated that one of the requirements is you have to have at least 30,000 sq. ft. of a lot to develop, and so in this instance, it would require two parcels to develop at the same time. McLane stated the purpose of this final plat is to make this area much more developable. Josephson asked and McLane confirmed that multi-family is allowed. Cosgrove asked and McLane confirmed that the existing buildings to the west are residential. McLane stated the apartments are to the south west. Cosgrove asked if there is a residence that fronts to Science Center. McLane stated that the homes front to Lotta, but there is an access onto Science Center. Wyatt asked if the PT overlay requires 30,000 sq. ft. minimum lot. McLane stated it requires an area to be developed at one time. McLane clarified that if the initial development would have to be at least 2 lots and then a third or fourth lot could tack onto it at a later time to be continuous with the existing PT development. Wyatt clarified that it is 30,000.00 ft. regardless of the number of lots. Wyatt stated it would take one owner to buy multiple lots or owners to go in together and develop together. McLane stated that if the two top northern lots developed together, the third could develop on its own in association with the two top lots, and the fourth could tag along as it developed, as long as it is a continuous chunk of land. Wyatt asked and McLane confirmed that is consistent to what is developed to the South.

**Blake Jolley, Harper Leavitt Engineering, 985 North Capital Ave., Idaho Falls, Idaho.** Jolley stated they are just making this property more developable.

**Swaney moved to recommend to the Mayor and City Council, approval of the final plat for Fremont Avenue Subdivision, Division 1. Josephson seconded the motion and it passed unanimously.**

**Miscellaneous:** None.

Morrison adjourned the meeting.

Respectfully Submitted,

Beckie Thompson, Recorder

IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT  
**Printcraft Addition Div. No. 1**  
**Being a part of the SE¼ of the NW¼ of Section 24, T2N, R37E**  
**August 18, 2015**



Community  
Development  
Services

**Applicant:** J. Freiberg  
Engineering

**Location:** West of S.  
Colorado and I-15, north of  
Pancheri, east of Saturn,  
south of Broadway

**Acres:** 5.903

**Current Zoning:**

Site: GC-1  
North: County M-H  
South: County C-1, City I&M-1  
East: County M-H  
West: R-3A

**Current Land Uses:**

Site, west: Vacant  
North: Single-family residential  
East: Vacant  
South: Heavy Commercial,  
single-family residential,

**Future Land Use Map:**

Higher density residential,  
commercial, Parks and  
recreation

**Attachments:**

1. Maps and Aerial Photos
2. Final Plat Map

**Requested Action:** To **recommend** approval to the Mayor  
and City Council approval of the final plat.

**Staff Comments:** The area was annexed and zoned GC-1  
on August 13, 2015. The proposed plat includes 5.9 acres,  
to be platted as one lot. The GC-1 Zone does not require a  
minimum lot area or width. Access to the property will  
come from S. Colorado Avenue. An additional 15-feet of  
right-of-way will be dedicated with this plat to match the 60-  
foot right-of-way to the north. Water and sewer services are  
present in Carson Street, to the north.

**Recommendation:** Staff has reviewed the final plat and  
finds that it meets the minimum requirements of the GC-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 redevelop to more intensive uses which use existing utilities. In the Broadway-Utah Avenue area between I-15 and Snake River Parkway, 42 properties redeveloped in the period from 1989 to 2013, over 1,800 jobs were created, and assessed valuations increased by \$141 million. The City should continue programs which use private/public partnerships to redevelop the land inside the City's boundaries. (p. 67)

## **Zoning Information:**

### **7-13 GC-1 GENERAL COMMERCIAL ZONE**

#### **7-13-1 General Objectives and Characteristics.**

The GC-1 General Commercial Zone has been established as a district in which the primary use of the land is for heavy commercial establishments and for non-nuisance industries. The objectives in establishing this zone are to:

- A. Designate the most appropriate land within the City for retail and wholesale establishments and to prevent the scattering of commercial uses into surrounding zones.
- B. To encourage the construction of and continued use of the land for commercial and industrial buildings.
- C. To discourage the use of the land for dwellings and for nuisance industries or any other use which would thwart or substantially interfere with the use of the land for its primary purpose.

This zone is characterized by a mixture of businesses, warehouses, craft shops, and manufacturing and industrial enterprises which are incidental to retail and wholesale establishments. Since the zone permits such a wide variety of uses, owners and developers of property should bear in mind that many of the protective features which zoning normally affords are largely nonexistent and should develop and maintain their property in recognition thereof.

Representative of the uses within this zone are retail and wholesale establishments, plumbing, carpentry and other craft shops, warehousing, equipment yards and equipment sales yards.

In order to accomplish the objectives and purposes of this Ordinance and to promote the characteristics of this zone, the following regulations shall apply in the GC-1 Zone:

#### **7-13-2 Use Requirements.** The following uses shall be permitted in the GC-1 Zone:

- A. Any use permitted in RSC-1, C-1, HC-1 and in CC-1, except dwellings and apartment houses.
- B. Wholesale distributing houses and warehouses.
- C. Service establishments such as dyeing, cleaning or laundry plants, printing plants, machine shops, and blacksmith shops.
- D. Food preparation plants, the operation of which is not obnoxious by reason of emission of odors, smoke or noise.
- E. Milk distribution stations, creameries, bottling works and similar businesses.
- F. Assembling and the sale of farm equipment, mining machinery, vehicles and similar articles, but excluding junk yards and auto wrecking yards.
- G. Public garages and public parking lots.
- H. Veterinary hospitals.
- I. Chicken hatcheries.
- J. Carting, express hauling and storage, including railroad trackage and stations.
- K. Building materials storage yards.
- L. Stone cutting and monument works.
- M. Coal and wood yards.
- N. Hay, grain and feed establishments.
- O. Wholesale and bulk gasoline.
- P. Oil and L-P Gas storage or sales.
- Q. Other uses ruled by the City Council to be similar to the foregoing uses provided that such other uses are not inconsistent with the objectives and characteristics of this zone.

**7-13-3 Area, Frontage, Location, Height and Size Requirements.**

There shall be no area, frontage, location, height and size requirements for commercial buildings and structures constructed in accordance with the City's Building Code, except for gasoline pumps and the area needed to comply with off-street parking requirements.

For buildings which were originally arranged, intended, or designed primarily for residential use, area, frontage, location, height, and size requirements shall be the same as for dwellings in the R-3 Zone, except that no requirements shall apply to dwellings located above the ground floor when said ground floor is devoted exclusively to a commercial use permitted in this zone.

**7-13-4 See Supplementary Regulations to Zones.**

**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.	NA
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.	NA
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.	NA
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.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	NA



SPECIAL CONDITIONS FOR  
WATERS EDGE BUSINESS PARK

**S-C 1.00 Arterial Street and Bridge Fees.** The Bridge and Arterial Streets fee for this Subdivision is \$15,017.50 (6.007 Acres at \$2,500 per acre) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$1,501.75
April 1, 2016	\$2,252.63
October 1, 2016	\$2,252.63
January 1, 2017	\$2,252.63
April 1, 2017	\$2,252.63
July 1, 2017	\$2,252.63
<u>October 1, 2017</u>	<u>\$2,252.60</u>
Total	\$15,017.50

**S-C 2.00 Surface Drainage Fee.** The surface drainage fee for this Subdivision is \$1,928.51 (257,134.68 square feet net area at \$.0075 per square foot) payable as follows:

Upon execution hereof	\$ 192.85
April 1, 2016	\$ 289.28
October 1, 2016	\$ 289.28
January 1, 2017	\$ 289.28
April 1, 2017	\$ 289.28
July 1, 2017	\$ 289.28
<u>October 1, 2017</u>	<u>\$ 289.26</u>
Total	\$1,928.51

**S-C 3.00 North Property Line Buffer:** As described in the Annexation Agreement Prior to Platting, Developer is to dedicate on plat a 20 foot wide landscape buffer along the entire length of the north property line. Buffer to include an 8 foot high chain link security fence , a 6 foot high dirt berm covered with landscape rock, and 10 inch diameter mature Evergreen Trees planted on south face of berm at 40 feet on-center.

**S-C 4.00 S. Colorado Ave Right of Way.** As described in the Annexation Agreement Prior to Platting, Developer shall dedicate the necessary property along the East property line in the plat for His portion to accommodate a 70 foot public right of way width along S. Colorado Ave. This dedication shall be included in a Plat submittal subject to approval by the City.

**S-C 5.00 Developer Participation S. Colorado Ave Street Section.** Developer shall be responsible for the cost to construct a 21.5-foot wide pavement section and aggregate base material and roadway appurtenances (subgrade geotextile, storm drain facilities, sidewalk, curb and gutter) along the Developer's S Colorado Ave frontage. The City will reimburse Developer for the extra width of paving and aggregate base material beyond the 21.5-foot street section. The pavement thickness for S. Colorado Ave shall be 4 inches of asphalt plantmix pavement over 10 inches of  $\frac{3}{4}$  inch crushed aggregate base material, and shall include placement of subgrade separation geotextile, class 2.

The Developer shall be responsible for all tapers and appropriate signing necessary to transition from the proposed street improvements to the existing streets, as shown on the approved improvement plans or as required by the City Engineer.

Pursuant to Paragraph 15, under this Agreement, the bids required shall be clearly itemized in order to allow segregation of the costs for which the City is responsible from the cost for which the Developer is responsible. Upon request of the City, Developer shall provide copies of all materials invoices associated with and included within the statement.

## LEGAL DESCRIPTION

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

Beginning at the West Quarter Corner of said Section 24 and running thence along the Center Section Line N88°30'17"E 1320.02 feet, thence leaving said Center Section Line N00°14'37"W 590.87 feet along the West line of the Southeast Quarter of the Northwest Quarter of said Section 24 to the True Point of Beginning, thence continuing along said West line N00°14'37"W 333.74 feet, thence leaving said West line S89°56'43"E 808.14 feet, thence S00°12'43"E 43.40 feet, thence N88°30'17"E 3.09 feet, thence S00°12'43"E 268.48 feet, thence S88°30'17"W 811.25 feet to the True Point of Beginning.

Parcel contains 6.007 Acres.



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

### **FINAL PLAT FOR PRINTCRAFT ADDITION, DIV. NO. 1, LOCATED WEST OF AND ADJACENT TO SOUTH COLORADO AVENUE NORTH OF PANCHERI DRIVE**

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

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission on August 18, 2015; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 24, 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 5.903 acre parcel located west of and adjacent to S. Colorado Avenue, north of Pancheri Drive.
3. The property is zoned GC-1, General Commercial Zone.
4. The subdivision includes one lot which meets the minimum standards of the GC-1 Zone.
5. 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 Princraft Addition, Div. 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](http://www.idahofallsidaho.gov)

Planning Department • (208) 612-8276      FAX (208) 612-8520      Building Department • (208) 612-8270

BGC-123-15

### **MEMORANDUM**

TO:           Honorable Mayor and City Council  
FROM:       Brad Cramer, Community Development Services Director  
SUBJECT:     Final Plat, Development Agreement, and Reasoned Statement of Relevant  
              Criteria and Standards, Avalon Village, Division No. 1  
DATE:        September 16, 2015

Attached is the application for a Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Avalon Village, Division No. 1. The Planning and Zoning Commission considered this item at its September 1, 2015 meeting and recommended approval with the conditions included in the development agreement. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:   Vicinity Map  
                  Aerial Photo  
                  Final Plat  
                  Draft Planning and Zoning Commission Minutes, September 1, 2015  
                  Staff Report, September 1, 2015  
                  Development Agreement Special Conditions  
                  Reasoned Statement of Relevant Criteria and Standards

cc:       Kathy Hampton  
          File





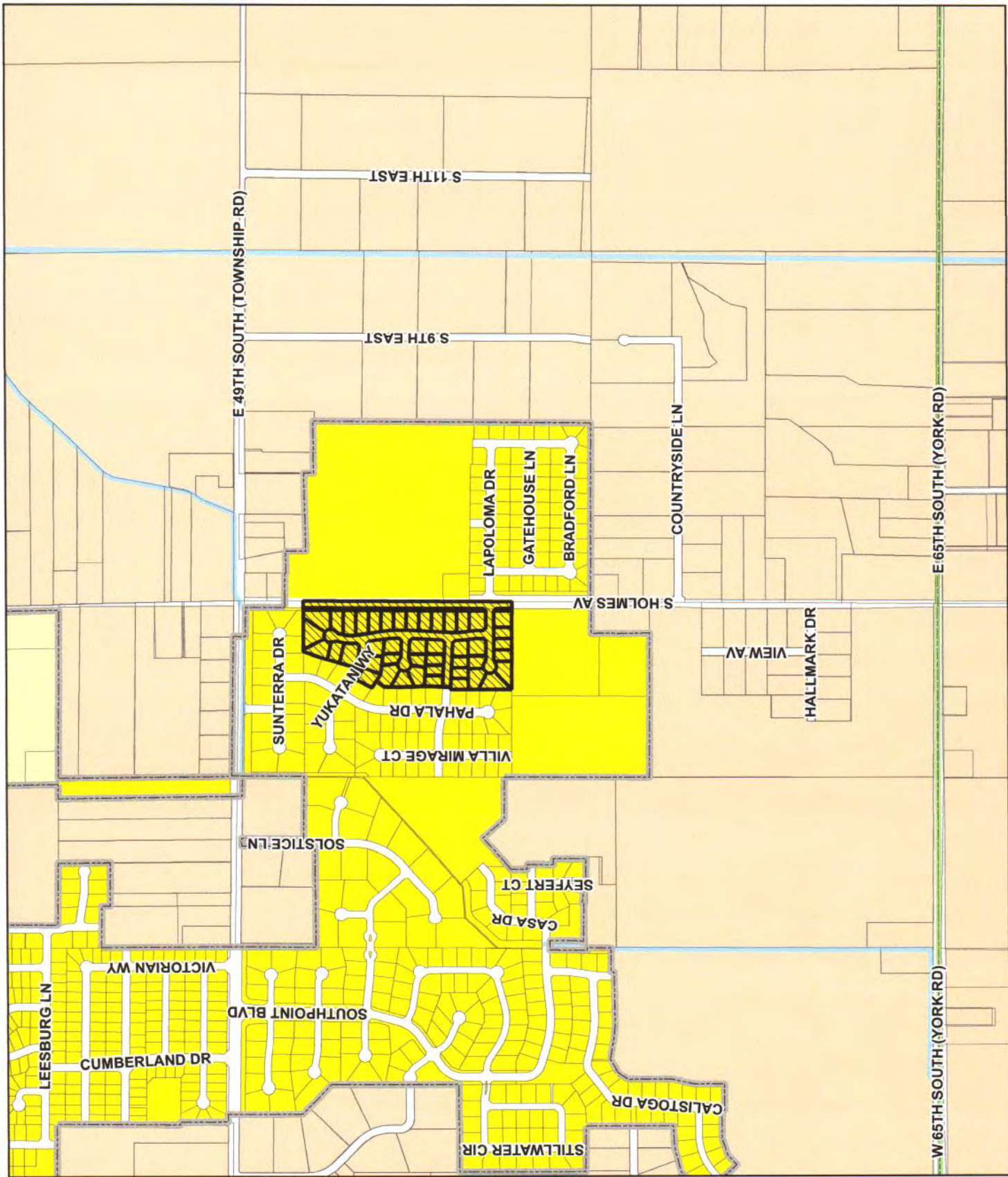
Legend

- Site
- RP
- RP-A
- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
- R&D-1
- M-1
- I&M-1
- I&M-2
- RMH
- PT-1
- PT-2
- PT-2 & T-1
- PUD
- T-1
- T-2
- 30' Setback
- 50' Setback
- City Limits
- Area of Impact



1" = 1,000'

Date: 07/27/2015







E 49th S

S 11th E

S 9th E

Thatcher Ave

Lapoloma Dr

Gatehouse Ln

Bradford Ln

Truscott Dr

S Holmes Ave

Countryside Ln

View Ave

Hallmark Dr

Sunterra Dr

Pahala Dr

Villa Mirage Ct

Casa Dr

Solstice Ln

Seyfert Ct

Casa Dr

Stonebrook Ln

Leesburg Ln

Martinsburg Ln

Cumberland Dr

Richmond Cir

W 49th S

Victorian Way

Southpoint Blvd

Tollgate Pl

Mauna Lani Ln

Spirit Cv

Stillwater Dr

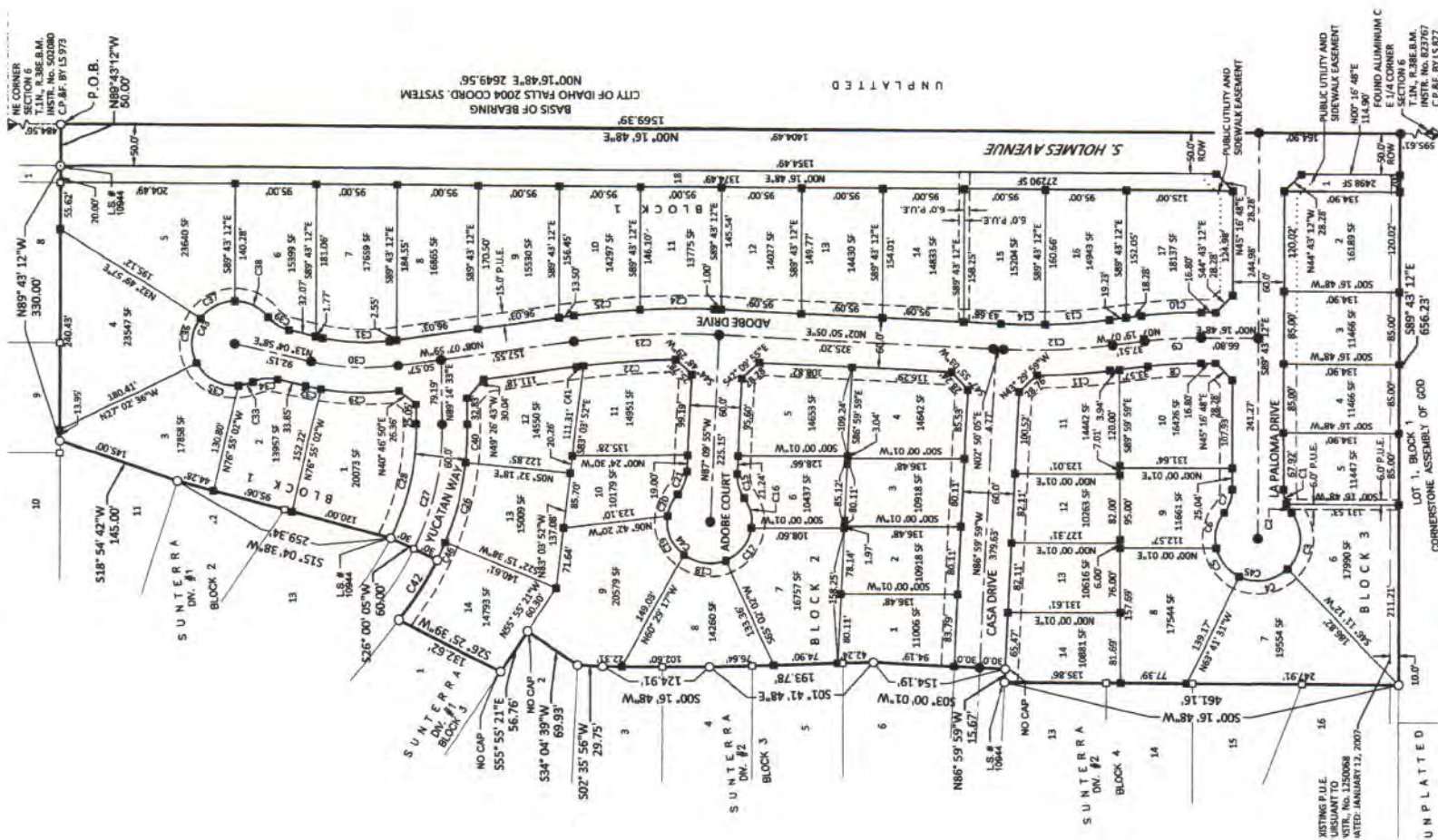
Water Cir

Callistoga Dr



# AVALON VILLAGE

## DIVISION No. 1



September 1, 2015

7:00 p.m.

Planning Department  
Council Chambers

**MEMBERS PRESENT:** Commissioners James Wyatt, Joanne Denney, George Swaney, Donna Cosgrove, Margaret Wimborne, Brent Dixon.

**MEMBERS ABSENT:** George Morrison, Natalie Black, Darren Josephson

**ALSO PRESENT:** Planning Director, Brad Cramer; Assistant Planning Director, Kerry Beutler; and interested citizens.

**CALL TO ORDER:** Vice Chairman Wyatt called the meeting to order at 7:00 p.m. and reviewed the public hearing procedure.

**CHANGE TO AGENDA:** Wyatt stated there are changes and modifications to the agenda. Wyatt stated that the application for item #1 on Public Hearings – Annexation with Initial Zoning of MS: Lot 1, Block 2, Brookhaven Subdivision has been pulled and that will not be heard. Wyatt stated that application was tabled at the last meeting (August 4, 2015) and can only be tabled one time, so now it will have to go back through if they want to redo the application, as such item #1 has been withdrawn. Cramer stated that the Castle Rock Division 3 final plat and annexation was withdrawn and notices were sent out. Cramer stated that the Intermountain Racing application was withdrawn late last week and they will be looking at a different site on Sandy Downs, so they will revise the plans and resubmit and that will be re-advertised. Cramer stated that the Brookhaven Subdivision was withdrawn at 3:00 p.m. September 1, 2015, and so there was not enough time to get notices out.

**Minutes:** Wimborne moved to approve the minutes of August 4, 2015, Denney seconded the motion and it passed.

**Public Hearings:**

All Hearings on the Agenda were withdrawn.

**Business:**

**1. Final Plat: Avalon Village, Division No. 1:** Cramer presented the staff report, a part of the record. Swaney stated that in the staff report it states the entrance to Holmes is to include right and left hand turn lanes. Swaney asked if that is shown on the final plat that is submitted. Cramer stated it is not on the plat, and will be built in as a special condition in the Development Agreement that those have to be striped and it will be more likely to show up on the improvement drawings when those are submitted. Wimborne asked and Cramer clarified that there is sufficient width and right of way for the turn lanes. Cosgrove asked about lots for single family attached homes. Cosgrove asked and Cramer confirmed in R-1 if unit has to have its own 6,000 sq. ft. lot. Cosgrove clarified that if it was a tri-plex there would still be the 6,000 sq. ft. lots. Cosgrove stated that the smallest lots shown on this Plat are 10-11,000 sq. ft., so they are



well within the specifications for R-1 and still able to have single family attached. Cramer stated that if it was their desire to have single family attached there is adequate square footage. Cramer added that each unit has to be on its own individual lot and so if there was a desire to shrink the lots in order to accommodate that, it would have to be re-platted and it would require a conditional use process to do attached housing. Cosgrove asked if there were to be single family attached, as platted, each one would have a 10,000 sq. ft. lot and there would be a shared wall on the property line (platted lot line). Wimborne asked what the density in the area is. Cramer stated it is 2.9 net density and the gross density is 2.07.

**Applicant:**

**Kurt Roland, Eagle Rock Engineering, 1331 Fremont, Idaho Falls, Idaho.** Roland clarified that there will not be any attached housing in this development. Roland stated this Final Plat complies with all the ordinances and it will be a nice development.

Wyatt stated that this has been the topic of discussion many times and his opinion is that it should move forward.

**Dixon moved to recommend to the Mayor and City Council approval of the final plat: Avalon Village, Division No. 1, as presented, including the two provisions on the staff report: That the landscape lots adjacent to arterial roads include berms, trees, and an opaque fence, similar to what has been constructed adjacent to the Sunterra Development; and, the entrance to Holmes Avenue include right and left hand turn lanes. Cosgrove seconded the motion and it passed unanimously.**

**2. Final Plat: Carlyle-Erma, Division No. 3:** Beutler presented the staff report, a part of the record. Dixon asked if the canal on the north edge of the property will continue to be in use or will it be abandoned. Beutler stated that the applicant can address the canal issues. Beutler stated that it will continue to be there as a natural drainage as there are no plans with this development and plat to alter the actual canal.

**Applicant:**

**Fred Walland, 645 Lincoln, Idaho Falls, Idaho.** Walland stated that the canal that Commissioner Dixon referred to is Crow Creek that flowed through the City in the past. Walland stated he had talked to Public Works about it and there is an existing pipe under Woodruff that is mostly filled in with silt. Walland stated he spoke with the canal company and they do not have any use for the canal. Walland stated that Crow Creek was rerouted and it now flows along Lincoln road and then turns straight south and dumps into another canal. Walland stated that he has researched it and cannot find a use for the canal on the property. Walland did the improvement drawings and construction when Lincoln Road was improved and Walland put in a 3' diameter pipe under Lincoln Road to replace an old box culvert that drains in Crow Creek. Walland stated that the canal could function as a flood channel (100 year rain fall event). Walland stated the area being platted is not touching the canal. Walland stated in the future he would like a more definitive answer as to what the City would like to do with the canal. Dixon asked if there is a canal company that owns the canal as the edge of the platted lot appears to go right down the center of the canal. Walland stated he contacted the canal company that services that area and they advised him that the realigned Crow Creek is the last of their service and they

IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT

**Final Plat**  
**Avalon Village Division No. 1**  
**September 1, 2015**



Community  
Development  
Services

**Applicant:** Eagle Rock Engineering

**Location:** South of Township Road, west and adjacent to Holmes Avenue, north of York Road

**Size:** 21.235 acres

**Lots:** 46 total, 44 buildable

**Net Density:** 2.912 units per acre

**Gross Density:** 2.07 units per acre

**Average Lot Size:** 14,949 square feet

**Existing Zoning:** Site and surrounding area: R-1

**Existing Land Uses:** Site: vacant/ag  
Surrounding area: Single-family residential, ag

**Attachments:**

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

**Requested Action:** To **recommend** approval of the Final Plat to the Mayor and City Council.

**Staff Comments:**

This is the first division of the Avalon Preliminary Plat, which was approved in June, 2015. The proposed final plat matches the approved preliminary plat. The plat also meets all requirements of the subdivision ordinance and zoning ordinance.

**Conditions:** The preliminary plat included conditions regarding the landscape lots and entrances to the development. Staff recommends approval of the final plat with those same conditions:

1. That the landscape lots adjacent to arterial roads include berms, trees, and an opaque fence, similar to what has been constructed adjacent to the Sunterra Development; and
2. The entrance to Holmes Avenue include right and left hand turn lanes



**Subdivision Ordinance:** Boxes with an “X” indicate compliance with the requirement

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



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.	landscaping similar to what has been constructed as part of the Sunterra Subdivision
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	X Holmes: Arterial All other roads local
Minimum right-of-way widths are: 50 feet for 40 or less homes 60 feet for residential/commercial 70 feet for industrial	X
Permanent dead end streets are less than 600 ft single family and 400 ft for all other uses.	X
Streets intersect at right angles (10% deviation allowed).	X
Minor streets are laid out to discourage through traffic.	X
Minimum street grades of .4% shall be required with the maximum grade being 7% for secondary and major streets and 10% for local or minor streets.	X
Curbs at street intersections shall be rounded with curves having a minimum radius of 25 feet.	X
No plat shall be laid out for the purpose of creating a spite strip.	X
All streets and alleys within the subdivision shall be dedicated for public use. The dedication of ½ streets is prohibited.	X
The minimum width of an alley is 20ft. Alleys may be required along the rear line of all business properties, and in the rear off all fronting major thoroughfares.	NA
Residential block lengths shall not exceed 1300 ft, nor be less than 400 ft.	X
The City may prohibit the subdivision of any land that lies within the flood plain.	X
No unusual problems anticipated with public utilities.	X

### **Comprehensive Plan Policies:**

**Low Density:** Single family homes on individual lots at a density of 7 units or less per net acre. This area may include detached homes or homes which share a common wall, open space, or other common facilities. (page 63)

**Low density residential is development at densities of seven dwelling units or less per net acre. (pg. 66)**

**As first discussed in the Sunnyside Corridor Study, which was a policy statement of the Comprehensive Plan from 1987 to 2000, land use and site planning policies adjacent to arterial streets should maintain the function of an arterial street which is to move traffic streams efficiently. A majority of land use adjacent to arterial streets should be predominantly residential properties with reverse frontage and lots deep enough for a substantial yard adjacent to the arterial street. (pg. 67)**

**Encourage development in areas served by public utilities or where extensions of facilities are least costly.** (pg. 67)

Limited neighborhood commercial centers which provide convenience goods to the neighborhood should be located at the intersection of an arterial and collector street. The site is less than two acres and offers a convenience store and limited personal services. The intersection of Lewisville Highway and 65<sup>th</sup> North may be an example of a limited neighborhood center. (pg. 68)

**Design and maintain landscaping along arterial streets.**

(One) alternative is to require, and many communities do, the installation of landscaping and berms or walls on the residential property line to reduce noise from busy streets.

### **Zoning Ordinance: 7-3 R-1 RESIDENCE ZONE**

#### **7-3-1 General Objectives and Characteristics.**

The objective in establishing the R-1 Zone is to provide a residential environment within the City which is characterized by somewhat smaller lot widths, and a somewhat denser residential environment than is characteristic of the RP-A Residence Park Zone. Also characteristic of this Zone are residential amenities adequate to maintain desirable residential neighborhoods. The principle permitted uses in the R-1 Residence Zone shall be one family dwellings and certain other public facilities which are necessary to promote and maintain stable residential neighborhoods.

In order to accomplish the objectives and purposes of this Ordinance and to promote the essential characteristics of this Zone, the following regulations shall apply in the R-1 Zone:

#### **7-3-2 Use Requirements.**

The following uses shall be permitted in the R-1 Zone:

- A. Any use permitted in the RP Residence Park Zone, and in the RP-A Residence Park Zone.
- B. Home occupations.
- C. Cemeteries, when approved by the Planning Commission as a conditional use.
- D. Day Care Centers when approved by the Planning Commission and City Council as a conditional use.
- E. Single-family attached dwellings when found to be in accordance with Section 7-3-10 and approved by the Planning Commission and City Council as a

conditional use.

**7-3-3 Area Requirements.**

An area of not less than six thousand (6,000) square feet shall be provided and maintained for each dwelling. No minimum area shall be required for other main buildings, except as may be required for conditional uses permitted in the zone.

**7-3-4 Width Requirements.**

The minimum of any building site for a dwelling shall be fifty (50)<sup>1</sup> 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.

---

<sup>1</sup> Amended by Ordinance 2074, dated August 6, 1992. Previous width was 60'.



**7-3-9 See Supplementary Regulations.**

**7-3-10 Special Provisions Regarding Single-Family Attached Dwellings:**

- A. All lots upon which a single-family home attached dwelling is located shall have frontage upon and vehicular access to a dedicated street.
- B. No single-family attached dwelling shall be located above another dwelling unit, either in whole or part.
- C. Each single-family attached dwelling shall have at least one direct pedestrian access from the interior of the dwelling to the exterior boundaries of the lot and no pedestrian access may be held in common with another single-family dwelling unit.
- D. No more than three (3) single-family dwellings may be attached together.
- E. Except as noted below, a single-family attached dwelling shall have no facilities or property in common with another single-family attached dwelling and all dwellings shall be structurally and functionally independent from each other. All single-family attached dwellings shall have separate electrical service, water service lines and sanitary sewer service lines. Common facilities or property are allowed for the following:
  - 1. Common party walls constructed in accordance with the Uniform Building Code.
  - 2. Foundations supporting attached or party walls.
  - 3. Flashing at the termination of the roof covering any attached walls.
  - 4. Roofs.
  - 5. Vehicular access to a dedicated street from off-street parking facilities or garages.
- F. No building permit shall be issued for the construction of a single-family attached dwelling unless a common facilities or party wall agreement for Declaration of Condominium has been filed with the Bonneville County Records Office for each such dwelling which shares common facilities with another unit. Such agreement shall include a legal description of the lots sharing common facilities and shall allocate responsibility as between the owners of such lots for the use, maintenance, and ownership of all common facilities.
- G. All single-family attached dwellings shall meet the dwelling unit separation requirements of the officially adopted and applicable building codes of Idaho Falls.
- H. Any lots upon which a single-family attached dwelling is located need not comply with Section 7-3-3, Area Requirements, and Section 7-3-4, Width

Requirements, provided such lot complies with the provisions of Section 7-3-5, Location of Buildings, and Section 7-3-10(K) below.

- I. The net density of single-family attached projects shall not exceed seven (7) units per acre. The area within public rights-of-way shall not be included in the calculations for net density.
- J. When applications for single-family attached dwellings are submitted for conditional use review, a plat, site plan showing the location of proposed buildings, driveways, sidewalks, and other improvements, and preliminary elevations of the proposed buildings shall be submitted.
- K. The side yard adjacent to detached single-family homes shall be fifteen (15) feet.



**SPECIAL CONDITIONS FOR  
AVALON VILLAGE, DIVISION NO. 1**

**S-C 1.00. Arterial Street and Bridge Fees.** The Bridge and Arterial Streets fee for this Subdivision is \$1,000.00 (5 additional lots of R-1 zone at \$200.00 per lot, 41 lots are credited as paid on the previous Sunterra Div No. 3 Agreement), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon Execution hereof	\$1000.00
<b>TOTAL</b>	<b>\$1,000.00</b>

**S-C 2.00. Surface Drainage Fees.** The surface drainage fee was paid on the prior annexation agreement for this plat as Sunterra Div. No. 3.

**S-C 3.00. Traffic Signs.** Developer agrees to install all street signs designating the names of all streets within the Subdivision. Such signs shall be installed in the manner and locations as directed by the City Engineer. Developer also agrees to pay the sum of \$375.00 simultaneously upon execution hereof, in consideration of the installation by the City of all traffic control signs necessary for the control of vehicular and pedestrian traffic within the Subdivision.

**S-C 4.00. Storm Drainage Facility.** Developer shall design and construct a storm water retention pond, storm line, asphalt access road and all other appurtenances, all as shown on the previously approved storm drainage Improvement Master Plans for the Sunterra Development. Developer shall also plant all surfaces within the pond and surrounding area in grass or sod and design and shall install an electrically-controlled lawn sprinkler system therefore.

With the improvements of this Division, Developer shall specifically install the underground system through the proposed Subdivision to accept water from this Division and shall construct and maintain at its own expense a temporary storm ditch (sized for this development and the prior Divisions draining to it) as shown on the Avalon Improvement Drawings.

Upon satisfactory completion and acceptance of such storm water facilities and delivery to the City of a warranty deed for the operation and maintenance of the storm sewer described in the Improvement Drawings, the City will assume the operation and maintenance thereof. Such deed shall be in a form satisfactory to the City Attorney.

**S-C 5.00 Street Section Improvements for Holmes Avenue.** Developer shall be responsible only for the design and construction cost of curb and gutter, sidewalk and storm drainage facilities along its frontage of Holmes Ave., pursuant to Idaho Falls City Code Section 10-2-4 (D)(1) per the following calculations.

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Amount (\$)</u>
Catch Basins	3	Each	\$1,500.00	\$4,500.00
SD Manholes TY 1 (1/2 amount)	1.5	Each	\$2,500.00	\$3,750.00
SD (1/2 trunk)	784.695	LF	\$15.00	\$11,770.43
Storm Drain Crossings (3 at 21.5')	64.5	LF	\$15.00	\$967.50
Storm Drain Trench & Backfill	849.195	LF	\$20.00	\$16,983.90
Sidewalk	858.9	SY	\$35.00	\$30,061.50
Curb & Gutter	1546	LF	\$16.75	\$25,895.50
Design (Estimated at 10%)	1	LS	\$9,392.88	\$9,392.88

**Total Estimate of Cost      \$103,321.71**

Payment in lieu of Construction shall be payable as follows:

<u>Due Date:</u>	<u>Payment Amount:</u>
Upon execution hereof	\$10,332.17
November 1, 2015	\$23,247.38
February 1, 2016	\$23,247.38
May 1, 2016	\$23,247.38
August 1, 2016	\$23,247.40
<b>TOTAL</b>	<b>\$103,321.71</b>

**S-C 6.00 Water Line Connection in Holmes Ave.** The City agrees to allow Developer to connect to the water main located in Holmes Avenue, subject to Developer's payment of the water main connection fees in the amount of \$54,928.65 (1569.39' x \$35.00), upon execution of this Agreement, pursuant to Section 8-4-14 (C) of the City Code. Pursuant to section 8-4-14 (B) of the City Code, Developer or 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 7.00 Sewer Main Previously Constructed.** The City agrees to allow Developer to connect to the sewer previously constructed within the development. Developer shall provide a written authorization from the Belmont Estates Development Division No. 1 to forgo collection of the Sanitary Sewer Mainline front footage fees previously constructed adjacent to or within this Development. If this cannot be provided Developer shall be subject to payment of the sewer main connection charge pursuant to Section 8-1-23(C) of the City Code in the amount of \$34,053.60 (851.34 FT at \$40 per foot both sides and 177.5 feet in Holmes Ave.). Pursuant to Section 8-1-23(B) of the City Code, Developer or its heirs or assigns shall also pay individual sewer connection fees each time an individual sewer service line is connected to the City water system. Such fees shall be paid in the amounts and manner set forth in such City Code Section.

**S-C 8.00 Landscaping of Lot 18, Block 2, and Lot 1, Block 4.** Lot 18, Block 2 and Lot 1, Block 4 are landscape lots adjacent to Holmes Avenue. The landscaping on these lots shall be constructed at the same time as other infrastructure improvements within the subdivision and shall be consistent with landscaping constructed on Lot 1, Block 2, Sunterra Division No. 1. The landscaping shall include a berm, trees, and an opaque fence.

**S-C 9.00**      **La Paloma Drive.** La Paloma Drive shall include a right- and left-hand turn lane at the intersection with Holmes Avenue.



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

### **FINAL PLAT FOR AVALON VILLAGE SUBDIVISION, DIVISION NO. 1, LOCATED SOUTH OF AND ADJACENT TO TOWNSHIP ROAD, WEST OF AND ADJACENT TO HOLMES AVENUE**

**WHEREAS**, the applicant filed an application for final plat on July 24, 2015; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission on September 1, 2015; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 24, 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 21.23 acre parcel located south and adjacent to Township Road and west and adjacent to Holmes Avenue.
3. The property is zoned R-1, Residence Zone.
4. The subdivision includes 44 buildable lots and 2 landscape lot. All lots meet the minimum standards of the R-1 Zone.
5. The proposed plat is consistent with the approved preliminary plat for the area.
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 Carlyle-Erma Subdivision, Division No. 3.

**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](http://www.idahofallsidaho.gov)

Planning Department • (208) 612-8276

FAX (208) 612-8520

Building Department • (208) 612-8270

BGC-121-15

### **MEMORANDUM**

TO: Honorable Mayor and City Council  
FROM: Brad Cramer, Community Development Services Director  
SUBJECT: Ordinance to change Fountain Bleu Lane to Madison Avenue  
DATE: September 16, 2015

Attached is an Ordinance changing the name of Fountain Bleu Lane to Madison Avenue. The request was made by an adjacent property owner. There are currently no properties addressed from Fountain Bleu Lane. All adjacent property owners were notified of the proposed change and have not submitted any concerns to staff. Staff respectfully requests approval of the Ordinance.

Attachments: Ordinance

cc: Kathy Hampton  
File



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO;  
CHANGING THE NAME OF FOUNTAIN BLEU LANE, A STREET  
LOCATED WITHIN THE CITY OF IDAHO FALLS, TO MADISON  
AVENUE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Idaho Falls desires to maintain an efficient and logical roadway system;  
and

WHEREAS, a property owner adjacent to Fountain Bleu Lane has reported difficulties with the  
road name change interfacing with GPS systems due to the non-English spelling; and

WHEREAS, there are currently no properties addressed from Fountain Bleu Lane but development  
on the roadway is pending; and

WHEREAS, the proposed name change is a unique name and not similar to other roadway names  
in Bonneville County, thereby not creating confusion for Emergency Management Services; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public meeting and passed a  
motion to approve the name change on September 24<sup>th</sup>, 2015.

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

**SECTION 1.** Naming of Madison Avenue. Fountain Bleu Lane, is changed to Madison Avenue.

**SECTION 2.** 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 3.** Effective Date. This Ordinance shall become effective upon its passage, execution,  
and publication in the manner provided by law.

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

\_\_\_\_\_  
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; CHANGING THE NAME  
OF FOUNTAIN BLEU LANE, A STREET LOCATED WITHIN THE CITY OF IDAHO  
FALLS, TO MADISON AVENUE; AND ESTABLISHING AN EFFECTIVE DATE."

\_\_\_\_\_  
KATHY HAMPTON  
City Clerk

(SEAL)



# CITY OF IDAHO FALLS

## PLANNING AND BUILDING DIVISION

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405-0220  
[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

Planning Department • (208) 612-8276      FAX (208) 612-8520      Building Department • (208) 612-8270

BGC-125-15

### MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: Brad Cramer, Community Development Services Director  
SUBJECT: Annexation with Initial Zoning of PB, Final Plat, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, Freeman Medical Plaza, Division No. 1  
DATE: September 16, 2015

Attached is the application for Annexation with Initial Zoning of PB, Final Plat, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, for Freeman Medical Plaza, Division No. 1. The Planning and Zoning Commission considered this item at its August 4, 2015 meeting and recommended approval with conditions. All of the conditions have been addressed on the plat and annexation agreement. Staff concurs with the recommendation of the Planning and Zoning Commission. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity Map  
Aerial Photo  
Final Plat  
Draft Planning and Zoning Commission Minutes, August 4, 2015  
Staff Report, August 4, 2015  
Annexation Agreement Special Conditions  
Annexation Ordinance  
Zoning Ordinance  
Reasoned Statements of Relevant Criteria and Standards

cc: Kathy Hampton  
File



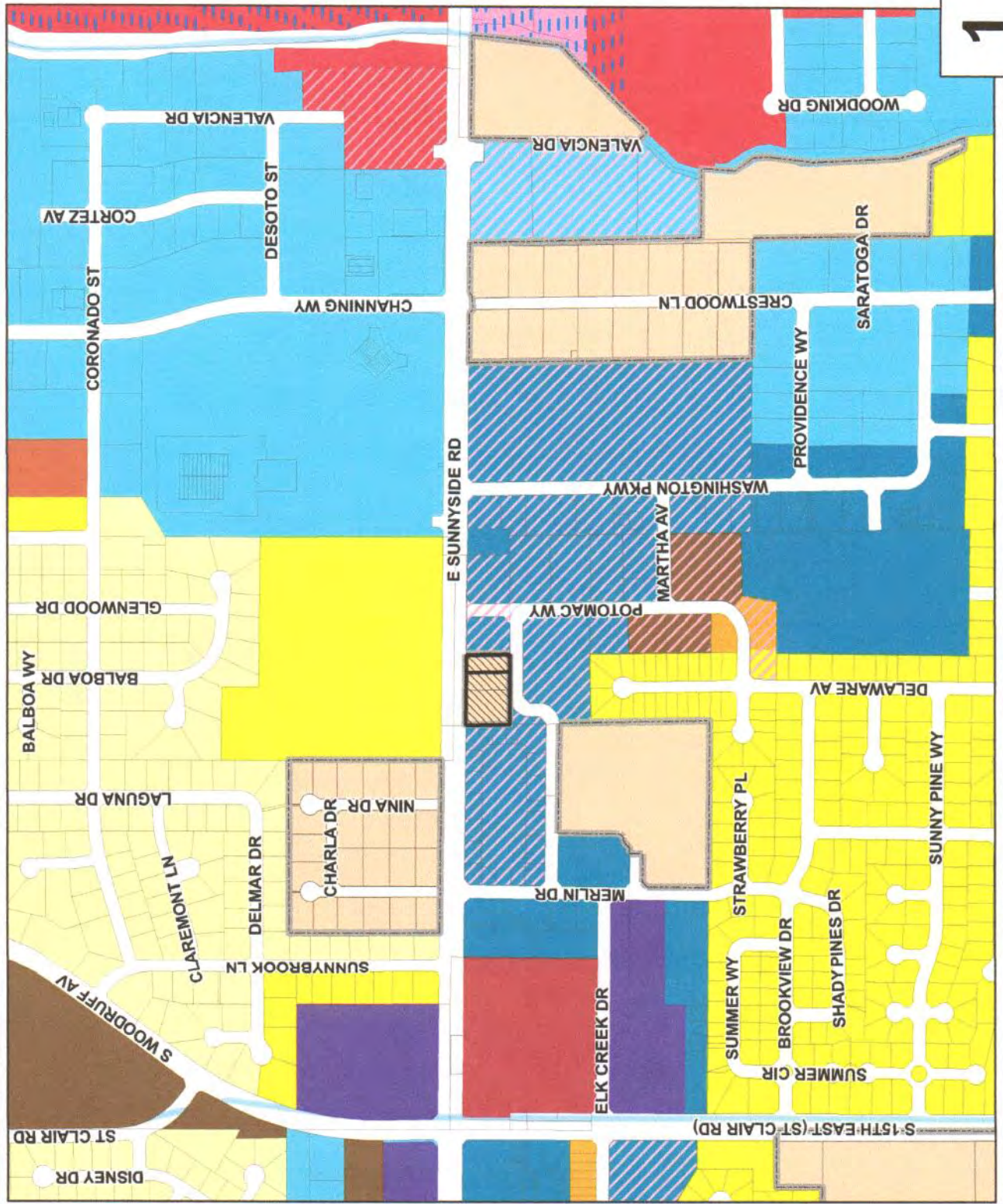


**Legend**

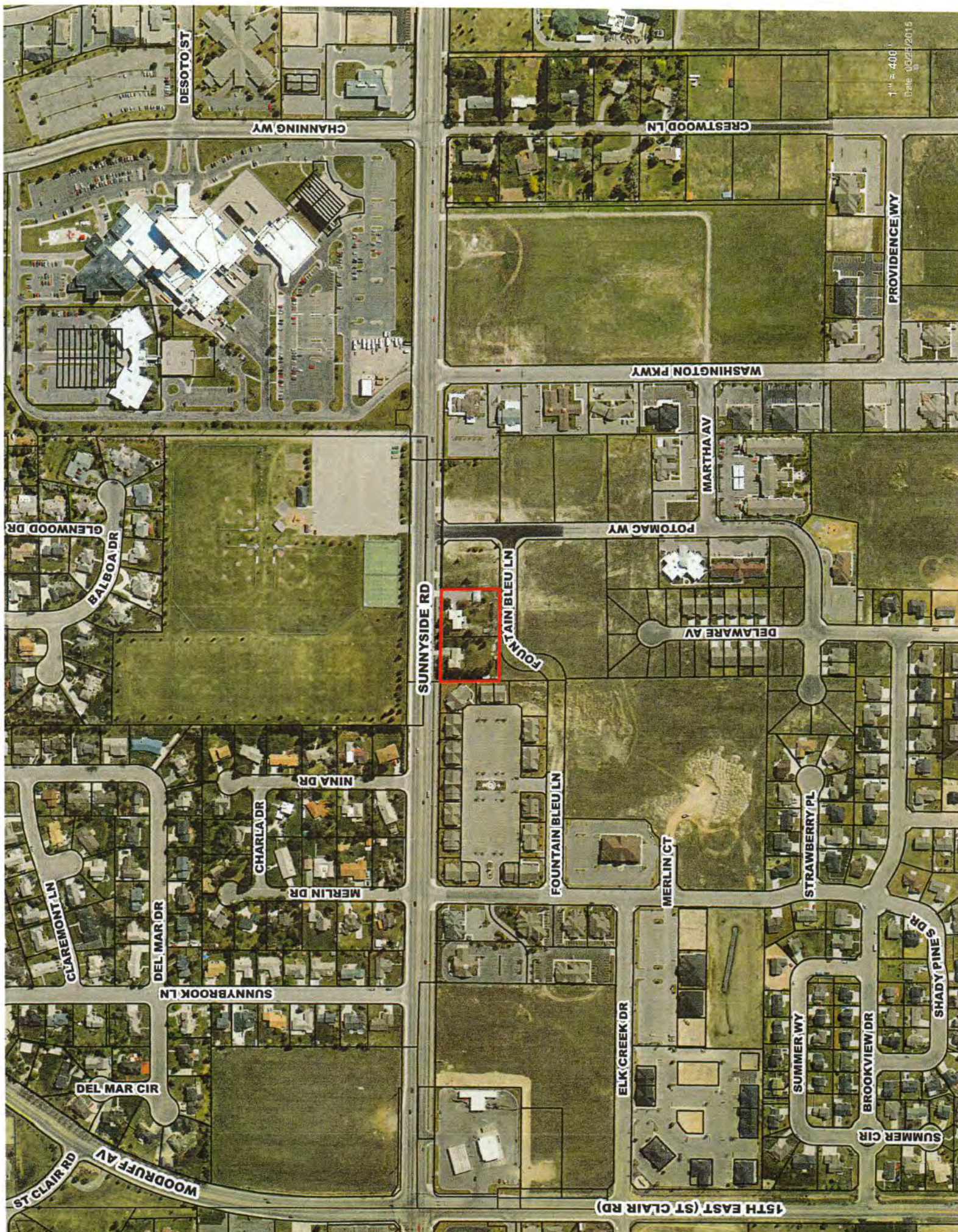
- Site
- RP
- RP-A
- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
- R&D-1
- M-1
- I&M-1
- I&M-2
- RMH
- PT-1
- PT-2
- PT-2 & T-1
- PUD
- T-1
- T-2
- 30' Setback
- 50' Setback
- City Limits
- Area of Impact



Date: 07/08/2015






















# Annexation, Initial Zoning & Final Plat

Freeman Medical Plaza

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

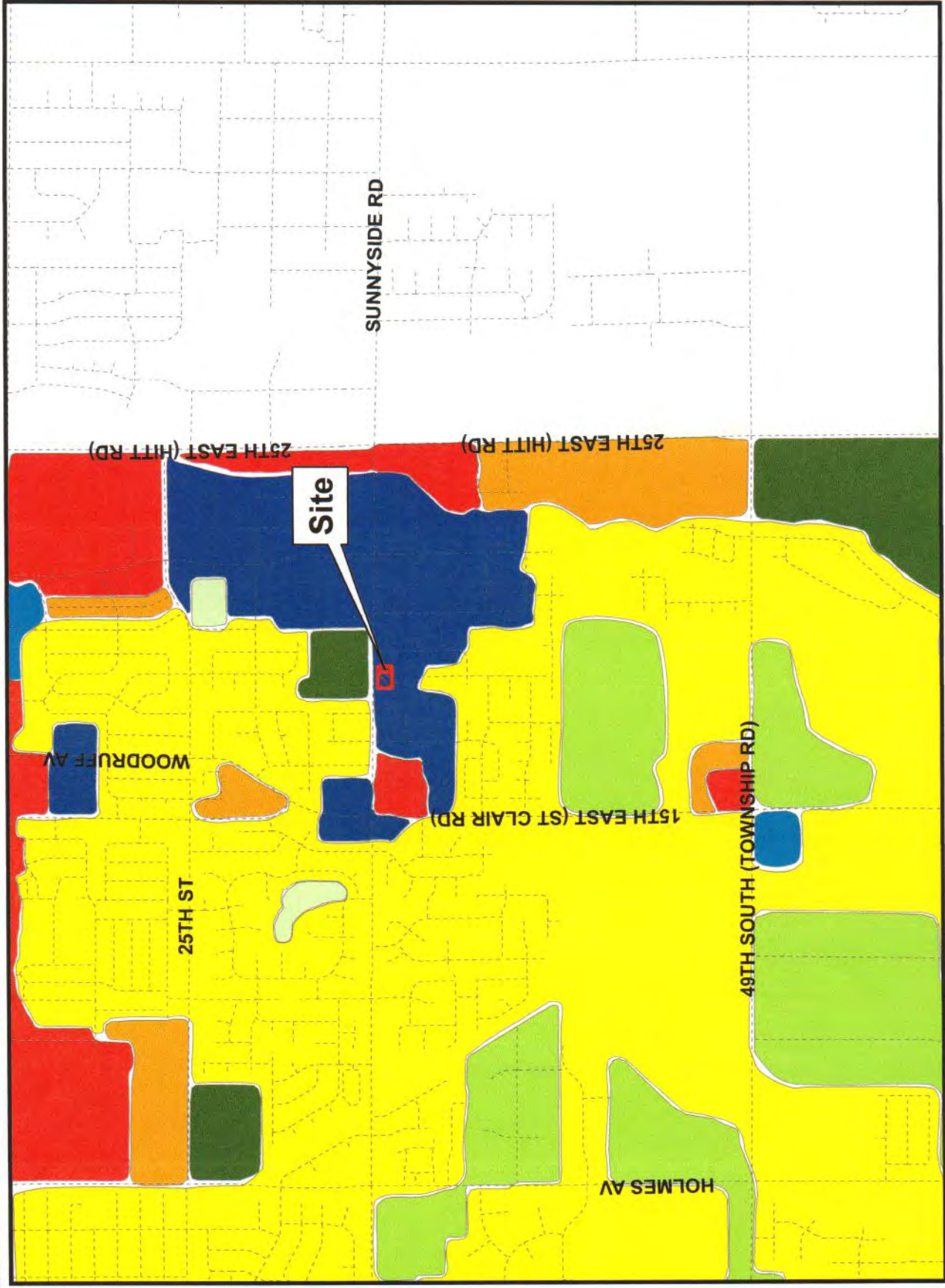


## Comprehensive Plan



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

Date: 07/08/2015



# FREEMAN MEDICAL PLAZA

AN ADDITION TO THE CITY OF IDAHO FALLS  
BEING PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.2N., R.38E. B.M., BONNEVILLE COUNTY, IDAHO

NW COR. SECTION 33  
T. 2 N. R. 38 E. B.M.  
C.P. & F. BY 3842  
INST. No. 1215655

N 1/4 COR. SECTION 33  
T. 2 N. R. 38 E. B.M.  
C.P. & F. BY L.S. 3842  
INST. No. 1215653

SUNNYSIDE ROAD

ST CLAIR ESTATES  
DIVISION No 13  
LOT 1, BLOCK 18

1  
1.08 ACRES

2  
0.37 ACRES

BLOCK 1

LOT 1-A  
BLOCK 11-A

FOUNTAIN BLUE LANE

BLOCK 11

ST CLAIR ESTATES  
DIVISION No 13  
EXISTING P.U.E.





August 4, 2015

7:00 p.m.

Planning Department  
Council Chambers

**MEMBERS PRESENT:** Commissioners George Morrison, Brent Dixon, Natalie Black, James Wyatt, Margaret Wimborne, Darren Josephson, Joanne Denney, George Swaney.

**MEMBERS ABSENT:** Donna Cosgrove

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler, Brent McLane, and interested citizens.

**CALL TO ORDER:** Chairman Morrison called the meeting to order at 7:00 p.m. and reviewed the public hearing procedure.

**Modification to Agenda:** Wimborne moved to reschedule item #1 on the Agenda, Annexation with Initial Zoning of MS : Lot 1, Block 2, Brookhaven Subdivision, Division 1, Denney seconded the motion and it passed unanimously.

**Minutes:** Dixon moved to approve the minutes of June 16, 2015, Black seconded the motion and it passed unanimously.

**Public Hearings:**

**2. Annexation with Initial Zoning of PB and Final Plat: Freeman Medical Plaza, Division No. 1.** McLane presented the staff report, a part of the record. Morrison asked if the applicant gave a reason for separating the lots, one being significantly smaller than the other. McLane stated there was no reason given, but they do intend to have shared parking. Wimborne asked how the access points on Sunnyside will be handled. McLane stated that the removal of the access on Sunnyside will be part of the Development Agreement. Dixon asked what will be included in the removal of the access points. McLane stated that Public Works will require the curb cut to be removed and the concrete to be removed outside of the pathway and there will be a grass strip between the pathway and Sunnyside. Dixon asked about the shared access not being on the plat. McLane stated that it can be on the plat, or part of the Development Agreement. Dixon stated it would be cleaner to have the access agreement put on the plat, as well as no access to Sunnyside being stated on the plat. Dixon asked about the small parcel that is part of St. Clair Estates. McLane stated that the small portion of land has the same owner as the plat in question, and could possibly be dealt with as part of this application. McLane clarified for Dixon that the zoning for the lot immediately to the east on Potomac, is PB with PUD Overlay. Dixon asked if not doing a PUD Overlay on this property will be spot zoning. McLane stated that removing the overlay is not spot zoning. Beutler stated that the PUD, when enacted, only created shared access and shared parking and that it also reduced the landscape strip to 15 feet. Beutler stated that since that time they have found they can do shared access and shared parking

in a better way, either on the plat or as part of the development agreement, so the PUD is not needed. Black asked if the Commission could move to take the small portion of St. Clair Estates and require that it be landscaped. Beutler and McLane agreed that would be an appropriate motion by the Commission.

Morrison opened the public hearing.

No applicant appeared.

No one appeared in support or opposition of the application.

Morrison closed the public hearing.

Wimborne stated that this is a good use of the property.

Black stated and McLane agreed that without the PUD overlay they do not have the 15 foot landscape requirement and they have to comply with the PB Zone. Black added that the motion should include that the St. Clair Estates portion should be added into the motion to be landscaped and sidewalks added.

**Wimborne moved to recommend to the Mayor and City Council approval of the Annexation with Initial Zoning of PB and Final Plat for Freeman Medical Plaza, Division No. 1, with a shared access agreement and removal of the access to Sunnyside and sidewalks on the island along Fountain Blue Lane, Wyatt seconded the motion.**

Dixon asked if it can be a condition that the portion of St. Clair Estates be added as part of the application. McLane stated that a good recommendation might be including the small parcel as part of the plat.

**Dixon moved to amend the motion to require Lot 1A of St. Clair Estates be included as part of the plat and this application, Black seconded the motion and it passed unanimously.**

**The original motion, as amended passed unanimously.**

**3. Comprehensive Plan Amendment 38.131 Acres south of Lincoln Road, east of Woodruff, and north of Kearney.** Beutler presented the staff report, a part of the record. Black asked the difference between an Employment Center and Commercial designation. Beutler read the definition of Employment Center, which is part of the staff report (page 2). Beutler added that they are similar, and from a zoning designation it will be similar. Dixon asked if the Comprehensive Plan indicated a minimum size for an employment Center. Beutler stated he is not aware of a minimum size. Black asked if the lots were large enough to accommodate high density residential. Beutler stated that the lots could be combined for a larger development, but the lots are close to an acre and are adequate to accommodate a high density complex. Black asked what the public facility/open spaces across from the area is. Beutler stated that the City owns a detention facility.

Morrison opened the public hearing.

Applicant:



IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT

**Annexation, Initial Zoning of PB and Final Plat  
Freeman Medical Plaza Subdivision, Division 1**

**August 4, 2015**



Community  
Development  
Services

**Applicant:** Eagle Rock Engineering

**Location:** Located south and adjacent to E. Sunnyside Road, north and adjacent to Fountain Bleu Lane

**Size:** 1.45 acres

**Existing Zoning:**

Site: PB requested

North: R-1

South: PB, PUD Overlay

East: PB, PUD Overlay

West: PB, PUD Overlay

**Existing Land Use:**

Site: Undeveloped

North: City Park

South: Medical

East: Medical

West: Medical /  
Professional Office

**Future Land Use Map:**

Medical Services 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 PB and approval of a final plat, for property located south and adjacent to E. Sunnyside Road, north and adjacent to Fountain Bleu Lane.

**Annexation:** This is a category "A" annexation. The proposed annexation includes just under one and a half acres.

**Zoning:** The proposed PB, Professional-Business Office Zone designation is consistent with the Comprehensive Plan and the existing zoning in the area. The Future Land Use Map shows this area as Medical Services Centers.

**Final Plat:** The final plat includes two lots. All of the lots meet the minimum requirements for development under the PB Zone. The lots will have frontage onto both Sunnyside Road and Fountain Bleu Lane, but will need to utilize a shared access from Fountain Bleu Lane. Additionally, the current accesses onto Sunnyside Road will need to be removed at the time of development.

**Recommendation:** Staff has reviewed the annexation, initial zoning and final plat and finds that it meets the minimum requirements for annexation, is consistent with the Comprehensive Plan and the PB 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:**

### **7-8 P-B PROFESSIONAL-BUSINESS OFFICE ZONE**

#### **7-8-1 General Objectives and Characteristics.**

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.

In order to accomplish the objectives and purposes of this Ordinance and to promote the characteristics of this Zone, the following regulations shall apply in the P-B Office Zone:

#### **7-8-2 Use Requirements.**

Only the following uses shall be permitted in this Zone:

- A. Business and professional offices, including incidental storage, but excluding wholesale and retail stores, shops or markets.
- B. Off-street parking lots constructed in accordance with 4-23, in conjunction with permitted uses.
- C. Medical and dental clinics.
- D. Government offices, excluding those where storage of materials or equipment is other than incidental.
- E. Non-flashing free standing pole signs advertising the services performed within the building, not to exceed two hundred (200) square feet maximum and not to exceed fifteen (15) feet above grade to top of sign; and wall signs showing the name and address of the building, not to exceed ten (10) percent of the total area of the building front.
- F. Directional signs not to exceed two (2) square feet; also signs advertising the use of a lot for parking space, provided the signs advertising such use shall not exceed eight (8) square feet, and shall not be constructed to a height greater than four (4) feet.
- G. Other uses which have been ruled by the City Council to be similar to the uses herein above listed.

#### **7-8-3 Area Requirements.**

No area requirements, except that which is required for off-street parking and yards.

#### **7-8-4 Width Requirements.**

The minimum width of any building site for a main building shall be fifty (50) feet, measured at the building setback line.

#### **7-8-5 Location of Building and Structures.**

- A. Setback All buildings shall be set back a minimum distance of twenty (20) feet from any public street, except as herein provided and required under this Ordinance.

B. Side Yards For main buildings there shall be side yards of not less than six (6) feet. Side yard requirements for accessory buildings shall be the same as for main buildings, except no side yard shall be required for accessory buildings which are located more than twelve (12) feet in the rear of the main building.

C. Rear Yards There shall be a rear yard of ten (10) feet for all buildings, except as herein provided and required under the provisions of this Ordinance.

#### **7-8-6 Height Requirements.**

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

#### **7-8-7 Size of Buildings.**

No requirements.

#### **7-8-8 Lot Coverage and Landscaping.**

A. Maximum Lot Coverage Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty (80) percent of the total lot area. The remaining lot area (at least twenty [20] percent of the total lot area) shall be landscaped. See 4-24 of this Ordinance for general landscaping requirements.

B. Required Buffers Wherever a development in the P-B Zone adjoins land zoned RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's Comprehensive Plan, a minimum of a ten (10) foot wide landscaped buffer shall be provided. This buffer may be included in the twenty (20) percent minimum landscaped area required in A. above.

C. Required Perimeter Landscaping. The required front setback and side yard which faces on a public street shall not be used for parking but shall be landscaped except for permitted driveways.

#### **7-8-9 See Supplementary Regulations to Zones.**

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

<b>REQUIREMENTS</b>	<b>Staff Review</b>
• 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 will only be allowed to Fountain Bleu Lane.

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.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	No new streets provided.



## SPECIAL CONDITIONS FOR FREEMAN MEDICAL PLAZA

**S-C 1.00. Arterial Street and Bridge Fees.** The Bridge and Arterial Streets fee for this Subdivision is three thousand six hundred and thirty dollars \$3,630.00 (1.452 Acres at \$2,500 per acre) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$363.00
February 1, 2016	\$544.50
August 1, 2016	\$544.50
November 1, 2016	\$544.50
February 1, 2017	\$544.50
May 1, 2017	\$544.50
August 1, 2017	<u>\$544.50</u>
Total	\$3,630.00

**S-C 2.00. Surface Drainage Fees.** The surface drainage fee for this Subdivision is four hundred seventy three dollars and seventy two cents \$473.72 (63,162 square feet net area at \$.0075 per square foot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$47.37
February 1, 2016	\$71.06
August 1, 2016	\$71.06
November 1, 2016	\$71.06
February 1, 2017	\$71.06
May 1, 2017	\$71.06
August 1, 2017	<u>\$71.05</u>
Total	\$473.72

**S-C 3.00. Street Section Improvements.** DEVELOPER shall be responsible for constructing street sidewalk improvements along the North side of Fountain Bleu Lane within the subdivision. .

**S-C 4.00. Water Line Connection Fees.** The City agrees to allow Developer to connect to the water main located in Fountain Bleu Lane, subject to Developer's payment of the water main connection fees in the amount of \$11,028.85 (315.11 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 Fountain Bleu Lane, 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 \$6,302.20 (315.11' 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.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS WHICH ARE LOCATED SOUTH AND ADJACENT TO SUNNYSIDE ROAD AND WEST OF POTOMAC WAY; 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 "Medical Services"; 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:

BEGINNING AT A POINT THAT IS N89°23'59"W 524.37 FEET AND S00°36'01"W 57.00 FEET FROM THE NORTH 1/4 CORNER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE-MERIDIAN, BONNEVILLE COUNTY, IDAHO; AND BEING ON THE SOUTH RIGHT OF WAY LINE OF SUNNYSIDE ROAD AND RUNNING THENCE ALONG THE WEST LINE OF LOT 1, BLOCK 18 OF ST. CLAIR ESTATES DIVISION No. 13 S00°56'50"E 199.18 FEET TO THE NORTH RIGHT OF WAY LINE OF FOUNTAIN BLUE LANE; THENCE S89°59'48"W 315.04 FEET TO THE EAST BOUNDARY LINE OF CHANTILLY ADDITION DIVISION No. 1; THENCE N00°56'50"W 202.52 FEET ALONG SAID EAST LINE TO THE SAID SOUTH RIGHT OF WAY LINE OF SUNNYSIDE ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE S89°23'59"E 315.11 FEET TO THE POINT OF BEGINNING, CONTAINING 1.452 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 WHICH ARE LOCATED SOUTH  
AND ADJACENT TO SUNNYSIDE ROAD AND WEST OF POTOMAC  
WAY; 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 1.452 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS PB ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Section 1 is PB Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Medical Services"; 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 August 4, 2015, and recommended approval of zoning the subject property to PB Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 24, 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:

BEGINNING AT A POINT THAT IS N89°23'59"W 524.37 FEET AND S00°36'01"W 57.00 FEET FROM THE NORTH 1/4 CORNER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE-MERIDIAN, BONNEVILLE COUNTY, IDAHO; AND BEING ON THE SOUTH RIGHT OF WAY LINE OF SUNNYSIDE ROAD AND RUNNING THENCE ALONG THE WEST LINE OF LOT 1, BLOCK 18 OF ST. CLAIR ESTATES DIVISION No. 13 S00°56'50"E 199.18 FEET TO THE NORTH RIGHT OF WAY LINE OF FOUNTAIN BLUE LANE; THENCE S89°59'48"W 315.04 FEET TO THE EAST BOUNDARY LINE OF CHANTILLY ADDITION DIVISION No. 1; THENCE N00°56'50"W 202.52 FEET ALONG SAID EAST LINE TO THE SAID SOUTH RIGHT OF WAY LINE OF SUNNYSIDE ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE S89°23'59"E 315.11 FEET TO THE POINT OF BEGINNING, CONTAINING 1.452 ACRES



**SECTION 2.** Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "PB Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

**SECTION 3.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**SECTION 4.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 5.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF IDAHO FALLS, IDAHO

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

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 1.452 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS PB ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

---

Kathy Hampton, City Clerk

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

### **ANNEXATION FOR PROPERTY LOCATED SOUTH OF AND ADJACENT TO SUNNYSIDE ROAD, AND NORTH AND ADJACENT TO FOUNTAIN BLEU LANE**

**WHEREAS**, the applicant filed an application for annexation on June 25, 2015; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 4, 2015; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 24, 2015 and

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

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 1.45 acre parcel located south of and adjacent to Sunnyside Road, and north and adjacent to Fountain Bleu Lane.
3. This is a category "A" annexation in which the property owner is requesting annexation to the city.
4. The area being annexed is proposed to be platted as two lots.
5. The applicant's initial zoning request is for PB, Professional-Business Office Zone which complies with the proposed Comprehensive Plan amendment and zoning in the surrounding area.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation for the above described property.

APPROVED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS 24TH DAY OF SEPTEMBER, 2015

---

Rebecca L. Noah Casper, Mayor

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

### **INITIAL ZONING OF PB FOR PROPERTY LOCATED SOUTH OF AND ADJACENT TO SUNNYSIDE ROAD, AND NORTH AND ADJACENT TO FOUNTAIN BLEU LANE**

**WHEREAS**, the applicant filed an initial zoning of PB for annexation on June 25, 2015; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 4, 2015; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 24, 2015 and

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

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 1.45 acre parcel located south of and adjacent to Sunnyside Road, and north and adjacent to Fountain Bleu Lane.
3. The 2013 Comprehensive Plan Future Land Use Map designates this area as Medical Services Center.
4. The applicant's initial zoning request is for PB, Professional-Business Office Zone which complies with the Comprehensive Plan and zoning in the surrounding area.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of PB for the above described property.

APPROVED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS 24TH DAY OF SEPTEMBER, 2015

---

Rebecca L. Noah Casper, Mayor



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

### **FINAL PLAT FOR FREEMAN MEDICAL PLAZA, LOCATED SOUTH OF AND ADJACENT TO SUNNYSIDE ROAD, AND NORTH AND ADJACENT TO FOUNTAIN BLEU LANE**

**WHEREAS**, the applicant filed an application for annexation on June 25, 2015; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 4, 2015; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 24, 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 1.45 acre parcel located south of and adjacent to Sunnyside Road, and north and adjacent to Fountain Bleu Lane.
3. The area being annexed is proposed to be platted as two lots.
4. Idaho Falls Planning and Zoning Commission recommended approval of the Final Plat with the following conditions:
  - a. The final plat should indicate that the two lots will have a shared access from Fountain Bleu Lane.
  - b. The final plat should indicate that there will be a shared parking agreement between the two lots.
  - c. The final plat should indicate that the accesses to Sunnyside Road will be removed and those locations will be restored with curb, gutter, and landscaping.
  - d. The final plat should also include Lot 1-A, Block 11-A, St. Clair Estates, Division 9, whereas this property is under the same ownership and this lots needs to be developed with Lot 1, Block 1 of the proposed plat.
5. 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 Freeman Medical Plaza.

APPROVED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS 24TH DAY OF SEPTEMBER, 2015

---

Rebecca L. Noah Casper, Mayor

ANNEXATION AGREEMENT  
FREEMAN MEDICAL PLAZA

This Annexation Agreement (Prior to Platting) Freeman Medical Plaza (hereinafter called "AGREEMENT"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between CITY OF IDAHO FALLS, a municipal corporation (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and Mark Freeman, MD PC, an Idaho Professional Service Corporation (hereinafter called "DEVELOPER"), whose mailing address is 1331 Fremont Ave., 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 the "Subdivision"), is more particularly 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 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 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 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, (more particularly described herein as Freeman Medical Plaza in Exhibit "A" attached hereto and incorporated herein by reference) subject to DEVELOPER's performance of the terms and conditions of this AGREEMENT, including Special Conditions as Exhibit "B" and incorporated herein by this reference.

2. **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.

3. **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.

4. **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.

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 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.



**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.



**18. 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.

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

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;
- E. Withhold reimbursement of Subdivision inspection fees collected pursuant to Section 10-1-19 of City Code;
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**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 Annexation Agreement.** This writing evidences the final and complete agreement regarding annexation 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 the day and year first above written.

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

"Mark Freeman, MD PC, an Idaho Professional  
Service Corporation"

By   
Its: PRESIDENT



APPROVED AS TO FORM:

STATE OF IDAHO           )  
  ) ss.  
County of Bonneville       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, 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 18<sup>th</sup> day of Sept., 2015, before me, the undersigned, a notary public, in and for said State, personally Mark Freeman MD PC, known or identified to me to be the person whose name is subscribed to the forgoing document, and acknowledged to me that he executed the same on behalf of Mark Freeman, MD PC, an Idaho Professional Service Corporation, and acknowledged to me that he is authorized to execute the same for and on behalf of Mark Freeman, MD PC, an Idaho Professional Service Corporation.

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

Joy Stora  
\_\_\_\_\_  
Notary Public of Idaho  
Residing at: Idaho Falls ID  
My Commission Expires: 7/25/2020

(Seal)



**EXHIBIT "A"**  
**FREEMAN MEDICAL PLAZA**

BEGINNING AT A POINT THAT IS N89°23'59"W 524.37 FEET AND S00°36'01"W 57.00 FEET FROM THE NORTH 1/4 CORNER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, BOISE-MERIDIAN, BONNEVILLE COUNTY, IDAHO; AND BEING ON THE SOUTH RIGHT OF WAY LINE OF SUNNYSIDE ROAD AND RUNNING THENCE ALONG THE WEST LINE OF LOT 1, BLOCK 18 OF ST. CLAIR ESTATES DIVISION No. 13 S00°56'50"E 199.18 FEET TO THE NORTH RIGHT OF WAY LINE OF FOUNTAIN BLUE LANE; THENCE S89°59'48"W 315.04 FEET TO THE EAST BOUNDARY LINE OF CHANTILLY ADDITION DIVISION No. 1; THENCE N00°56'50"W 202.52 FEET ALONG SAID EAST LINE TO THE SAID SOUTH RIGHT OF WAY LINE OF SUNNYSIDE ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE S89°23'59"E 315.11 FEET TO THE POINT OF BEGINNING, CONTAINING 1.452 ACRES



**EXHIBIT "B"**  
**SPECIAL CONDITIONS FOR**  
**FREEMAN MEDICAL PLAZA**

**S-C 1.00. Arterial Street and Bridge Fees.** The Bridge and Arterial Streets fee for this Subdivision is three thousand six hundred and thirty dollars \$3,630.00 (1.452 Acres at \$2,500 per acre) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$363.00
February 1, 2016	\$544.50
August 1, 2016	\$544.50
November 1, 2016	\$544.50
February 1, 2017	\$544.50
May 1, 2017	\$544.50
August 1, 2017	<u>\$544.50</u>
Total	\$3,630.00

**S-C 2.00. Surface Drainage Fees.** The surface drainage fee for this Subdivision is four hundred seventy three dollars and seventy two cents \$473.72 (63,162 square feet net area at \$.0075 per square foot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$47.37
February 1, 2016	\$71.06
August 1, 2016	\$71.06
November 1, 2016	\$71.06
February 1, 2017	\$71.06
May 1, 2017	\$71.06
August 1, 2017	<u>\$71.05</u>
Total	\$473.72

**S-C 3.00. Street Section Improvements.** DEVELOPER shall be responsible for constructing street sidewalk improvements along the North side of Fountain Bleu Lane within the subdivision.

**S-C 4.00. Water Line Connection Fees.** The City agrees to allow Developer to connect to the water main located in Fountain Bleu Lane, subject to Developer's payment of the water main connection fees in the amount of \$11,028.85 (315.11 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 Fountain Bleu Lane, 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 \$6,302.20 (315.11' 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.



# CITY OF IDAHO FALLS

## PLANNING AND BUILDING DIVISION

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405-0220  
[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

Planning Department • (208) 612-8276

FAX (208) 612-8520

Building Department • (208) 612-8270

BGC-124-15

### MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: Brad Cramer, Community Development Services Director  
SUBJECT: Annexation with Initial Zoning of R-1, Final Plat, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, South Point, Division No. 8  
DATE: September 16, 2015

Attached is the application for Annexation with Initial Zoning of R-1, Final Plat, Annexation Agreement, Annexation Ordinance, Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, for South Point, Division No. 8. The Planning and Zoning Commission considered this item at its August 18, 2015 meeting and recommended approval. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

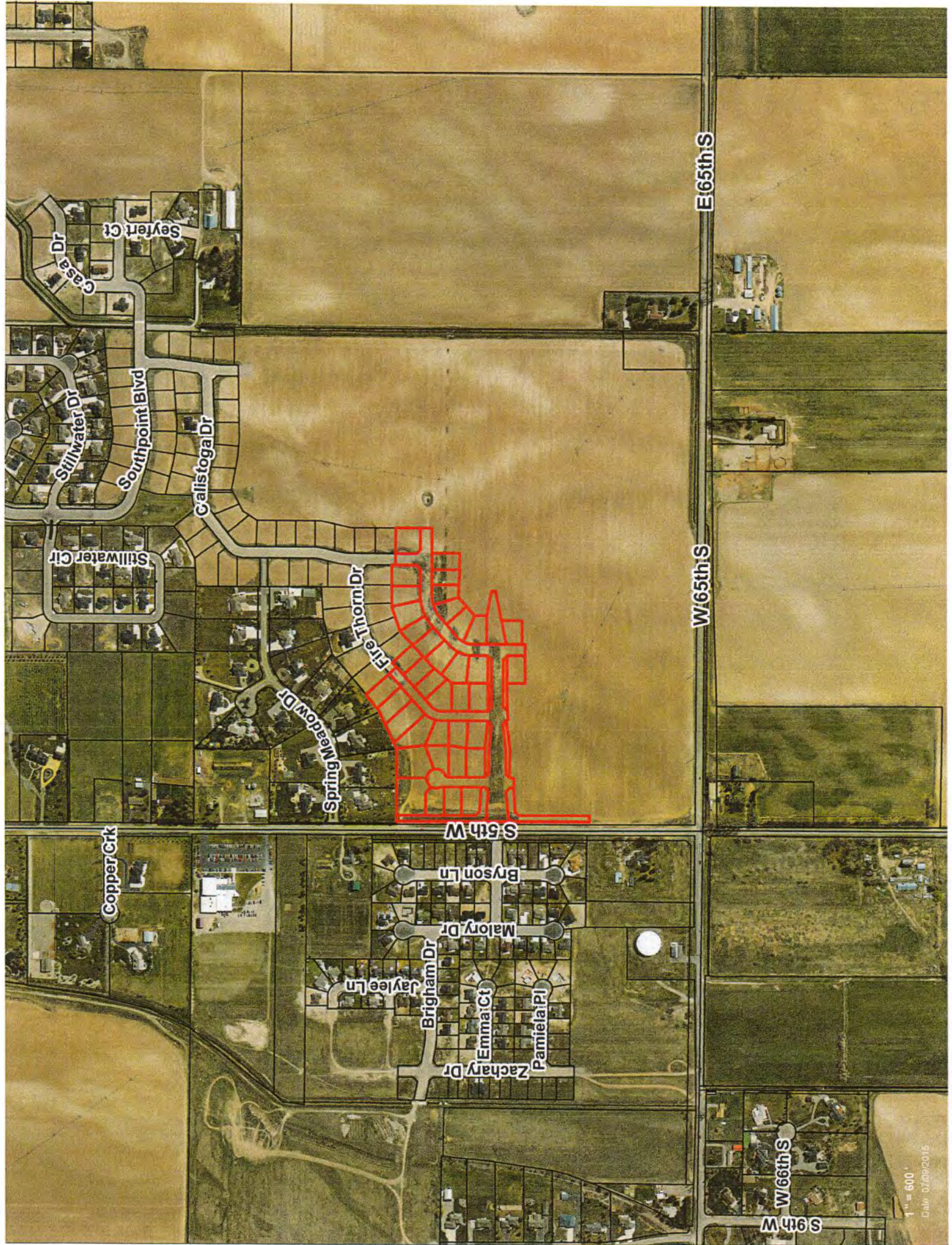
Attachments: Vicinity Map  
Aerial Photo  
Final Plat  
Draft Planning and Zoning Commission Minutes, August 18, 2015  
Staff Report, August 18, 2015  
Annexation Agreement Special Conditions  
Annexation Ordinance  
Zoning Ordinance  
Reasoned Statement of Relevant Criteria and Standards

cc: Kathy Hampton  
File









E 65th S

W 65th S

W 66th S

S 9th W

S 5th W

Copper Crk

Casa Dr

Seyfert Ct

Stillwater Dr

Southpoint Blvd

Calistoga Dr

Stillwater Cir

Spring Meadow Dr

Fire Thorn Dr

Bryson Ln

Malory Dr

Brigham Dr

Emma Ct

Pamela Pl

Zachary Dr














Jaylee Ln

1" = 600'  
Date: 07/29/2015



# Annexation, Initial Zoning & Final Plat

## Southpoint Division 8

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

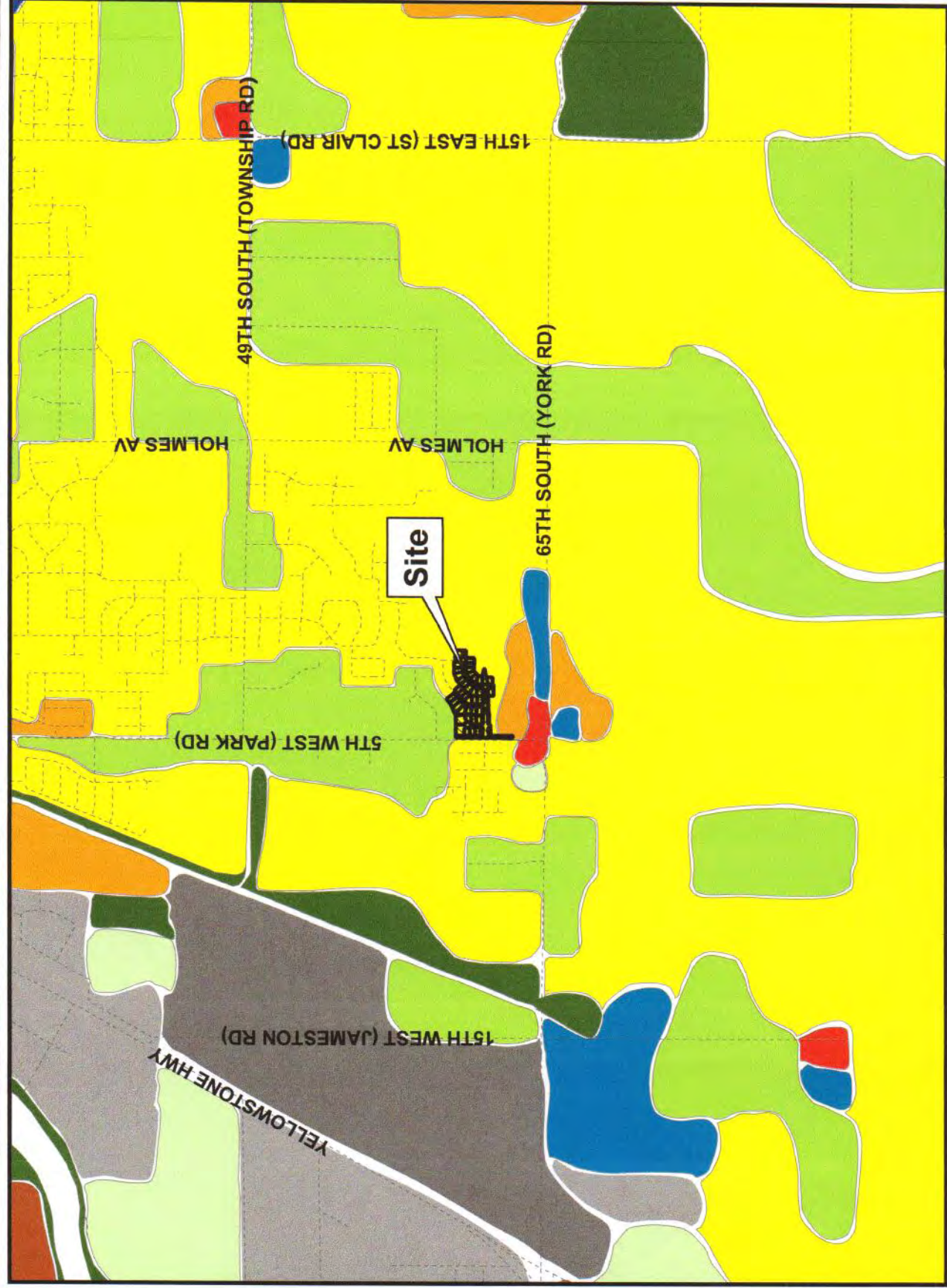


### Comprehensive Plan



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

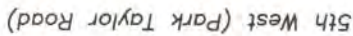
Date: 07/09/2015





(Sheet 1 of 2)

Spring Meadows Div. 1  
Inst. No. 897574





the parcel to commercial zone and open it to anything that is allowed to be put in a C-1 is unfair to the community. Swaney stated this parcel could be rezoned a number of ways, such as two zones, PUD or R-3A, but C-1 is unacceptable.

Black stated that Starbucks on the corner was a beautiful addition to the area, but does bring a lot of traffic with it. Black stated that Natural Grocery is a wonderful example of how you can put commercial up against residential. Black stated that you cannot get away from noise, but it can be limited. Black agreed with Swaney that C-1 is not adequate for this area. Black stated the Commission is constantly hearing about traffic problems and she would like the City to do something.

**Swaney moved to recommend to the Mayor and City Council denial of the rezone from R-1, R-2, R-3A (Residential) and PB (Professional & Business Office) to C-1 (Retail Business) for 5.13 Acres of E ½ of the NW ¼ Section 29, T2N, R38E, Denney seconded the motion and it passed (5 votes to pass motion). Cosgrove abstained from voting.**

**4. Annexation with Initial Zoning of R-1 (Residential and Final Plat), South Point Division**

**No. 1.** Beutler presented the staff report, a part of the record. Morrison asked about the arrowhead shape on the plat. Beutler stated it was part of the landscape lot, and the applicant can elaborate more.

Morrison opened the public hearing.

**Applicant:**

**Jeff Freiberg, 946 Oxbow, Idaho Falls, Idaho.** Freiberg stated that the bullet lot that is going to be a landscape retention pond.

No one appeared in support or opposition of the application.

Morrison closed the public hearing.

Swaney stated it appears to be a nice proposal for annexation and zoning to R-1 and everything seems consistent with the plans for the City. Cosgrove agreed.

**Josephson moved to recommend to the Mayor and City Council approval of the annexation with initial zoning of R-1, and final plat, Southpoint Division No. 8, Black seconded the motion and it passed unanimously.**

**Business:**

**1. Final Plat: Printcraft Addition, Division No. 1.** Beutler presented the staff report, a part of the record. Cosgrove asked and Beutler agreed that the applicant still has the right to come in with an amended plat if they wanted to further divide the area. Black asked if the fencing and landscaping is all worked out. Beutler stated that City Council approved the parcel with fencing and landscaping requirements.

**Applicant:**

**Jeff Freiberg 946 Oxbow, Idaho Falls, Idaho.** Freiberg stated that in the Special Conditions for the Development Agreement for Annexation there are provisions for the north property line buffer that addresses the 20' wide landscape buffer with 8' high chain link fence and 6' high dirt



IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT  
**Annexation, Initial Zoning of R-1 and Final Plat**  
**Southpoint, Division No. 8**  
**August 18, 2015**



Community  
Development  
Services Department

**Applicant:** J. Freiberg  
Engineering

**Location:** East of and adjacent  
to S 5<sup>th</sup> West (Park Rd), north  
of E.65<sup>th</sup> South (York Rd)

**Size:** Approx. 19.508 acres

**Buildable Lots:** 38

**Landscape Lots:** 7

**Avg. Lot Size:** 15,039 sq ft

**Net Density:** 2.89

**Gross Density:** 1.94

**Existing Zoning:**

Site: R-1

North: R-1, A-1 (County)

South: A-1 (County)

East: R-1, A-1 (County)

West: R-3

**Existing Land Use:**

Site: Agricultural

North: Residential

South: Agricultural

East: Residential,  
Agricultural

West: Residential

**Future Land Use Map:**

Low Density

**Attachments:**

1. Subdivision Information
2. Maps and aerial photos
3. Final Plat

**Requested Action:** To **recommend** to the Mayor and City Council annexation, with an initial zoning of R-1 and approval of a final plat, for property located East of and adjacent to S 5<sup>th</sup> West (Park Rd), north of E.65<sup>th</sup> South (York Rd).

**Annexation:** This is a category "A" annexation. The proposed annexation includes nineteen and a half acres. Utilities have already been installed in this area of the development to provide service to previous phases.

**Zoning:** The proposed R-1, Residence Zone designation is consistent with the Comprehensive Plan and the existing zoning in the area. Division No. 7 to the east is also zoned R-1 and has been developed as single family residential. Properties across Park Road are zoned R-2 and have also been developed as single family. Other agricultural properties in the area are zoned A-1 within the County, but are designated as Low Density residential within the Comprehensive Plan.

**Final Plat:** The final plat includes 38 buildable lots and seven landscape lots. The preliminary plat for this area was approved in 2000. The final plat is consistent with the approved preliminary plat. Main access to this division will come from Park Road with the platting and construction of Parkpoint Boulevard. This phase will also provide a needed connection to Division No. 7 through the extension of Fire Thorn and Palisade Drives, providing multiple main accesses to the overall development.

**Recommendation:** Staff has reviewed the annexation, initial zoning and final plat and finds that it meets the minimum requirements for annexation, is consistent with the Comprehensive Plan and the R-1 Zone and complies with the subdivision ordinance. Staff would recommend approval.



**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.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	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.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Residential Collectors: Parkpoint Blvd. Palisade Drive

### Comprehensive Plan Policies:

**Residential development should reflect the economic and social diversity of Idaho Falls.** New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (Page 40)

Arterial streets should be located along the perimeter of residential neighborhoods, preferably at the square mile. At least one east-west collector and one north-south collector street should be located in every square mile of residential

development. If such collector streets provide access to homes, the design of the collector shall discourage through traffic. (Page 41)

**Encourage development in areas served by public utilities or where extensions of facilities are least costly.** Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. (Page 67)

## **Zoning Ordinance:**

### **7-3 R-1 RESIDENCE ZONE**

#### **7-3-1 General Objectives and Characteristics.**

The objective in establishing the R-1 Zone is to provide a residential environment within the City which is characterized by somewhat smaller lot widths, and a somewhat denser residential environment than is characteristic of the RP-A Residence Park Zone. Also characteristic of this Zone are residential amenities adequate to maintain desirable residential neighborhoods. The principle permitted uses in the R-1 Residence Zone shall be one family dwellings and certain other public facilities which are necessary to promote and maintain stable residential neighborhoods.

In order to accomplish the objectives and purposes of this Ordinance and to promote the essential characteristics of this Zone, the following regulations shall apply in the R-1 Zone:

#### **7-3-2 Use Requirements.**

The following uses shall be permitted in the R-1 Zone:

- A. Any use permitted in the RP Residence Park Zone, and in the RP-A Residence Park Zone.
- B. Home occupations.
- C. Cemeteries, when approved by the Planning Commission as a conditional use.
- D. Day Care Centers when approved by the Planning Commission and City Council as a conditional use.
- E. Single-family attached dwellings when found to be in accordance with Section 7-3-10 and approved by the Planning Commission and City Council as a conditional use.

#### **7-3-3 Area Requirements.**

An area of not less than six thousand (6,000) square feet shall be provided and maintained for each dwelling. No minimum area shall be required for other main buildings, except as may be required for conditional uses permitted in the zone.



SPECIAL CONDITIONS FOR  
SOUTHPOINT DIVISION NO. 8

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is \$7,600 (38 Lots at \$200 per lot) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$ 760.00
December 1, 2015	\$1,710.00
March 1, 2016	\$1,710.00
June 1, 2016	\$1,710.00
September 1, 2016	<u>\$1,710.00</u>
TOTAL	\$7,600.00

S-C 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is \$4,925.66 (656,754square feet net area at \$.0075 per square foot) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$ 492.56
December 1, 2015	\$1,108.270
March 1, 2016	\$1,108.27
June 1, 2016	\$1,108.27
September 1, 2016	<u>\$1,108.29</u>
TOTAL	\$4,925.66

**S-C 3.00 Traffic Signs.** Developer agrees to install all street signs designating the names of all streets within the Subdivision. Such signs shall be installed in the manner and locations as directed by the City Engineer. Developer also agrees to pay a sum of \$150.00 simultaneous upon execution hereof, in consideration of the installation by the City of all traffic control signs necessary for the control of vehicular and pedestrian traffic within the Subdivision.

**S-C 4.00 Developer Participation In Water Main Construction.** In accordance with S-C 6.00 of the Southpoint No. 5 Amended Annexation Agreement, Developer agreed to reimburse the City for Costs the City incurred to install a water main in Developers property. The amount Developer owes the City for this division is \$64,260.00. Developer agrees to pay this sum within 90 days after execution of this agreement.

**S-C 5.00 Developer Participation in S. 5<sup>th</sup> West Arterial Street Section.** Recognizing that a portion of the future and current traffic on Park Road (S 5<sup>th</sup> West) originates from properties outside the subdivision, Developer shall only be responsible for the cost to construct a 21.5-foot wide pavement section and aggregate base material, subgrade geotextile, storm drain facilities, sidewalk, curb and gutter along the Developer's Park Road (S 5<sup>th</sup> West) frontage. The City will reimburse Developer for the extra width of paving and aggregate base material beyond the 21.5-foot street section.



The pavement thickness for Park Road (S 5<sup>th</sup> West) shall be 4 inches of asphalt plantmix pavement over 10 inches of ¾ inch crushed aggregate base material, and shall include placement of subgrade separation geotextile, class 2.

The Developer shall be responsible for all tapers and appropriate signing necessary to transition from the proposed street improvements to the existing streets, as shown on the approved improvement plans or as required by the City Engineer.

Pursuant to Paragraph 15, under this Agreement, the bids required shall be clearly itemized in order to allow segregation of the costs for which the City is responsible from the cost for which the Developer is responsible. Upon request of the City, Developer shall provide copies of all materials invoices associated with and included within the statement.

**S-C 5.00 Landscaping and Maintenance.** Developer or Homeowner's Association shall be responsible for the landscaping and maintenance of Lots 37 & 46 of Block 10, Lot 20 of Block 15, Lot 43 of Block 20, Lot 44 of Block 21, and Lot 45 of Block 22.

A parcel of land being part of the Southwest Quarter of Section 6, Township 1 North, Range 38 East, Boise Meridian, described as follows;

Beginning at the West Quarter Corner of said Section 6 and running thence S00°02'03"E 1066.17 feet along the West line of said Section 6, thence leaving said West line N89°57'57"E 50.00 feet to a point on the South line of the recorded subdivision of Spring Meadows Div. No. 1, having Instrument No. 897574, said point being the True Point of Beginning, running thence along said South line the following three (3) courses, (1) N89°57'57"E 387.20 feet (2) N65°25'54"E 224.74 feet (3) N50°09'17"E 103.33 feet to the Westerly most point of Lot 29, Block 10 of the recorded subdivision of Southpoint Div. No. 7, having Instrument No. 1273692, thence leaving said South line along the West line of said Southpoint Div. No. 7 the following three (3) courses, (1) S41°59'47"E 213.26 feet (2) N48°00'13"E 32.15 feet (3) S41°59'47"E 140.40 feet to a point on the South line of said Southpoint Div. No. 7, thence along said South line the following five (5) courses, (1) N48°00'13"E 96.64 feet (2) N70°57'55"E 132.54 feet (3) S89°59'47"E 218.27 feet (4) S00°00'13"W 20.37 feet (5) S89°59'47"E 197.50 feet to the Southeast corner of Lot 16, Block 14 of said Southpoint Div. No. 7, thence leaving said South line S00°00'13"W 188.80 feet, thence N89°59'47"W 135.29 feet, thence S00°00'13"W 144.00 feet, thence N89°59'47"W 86.00 feet, thence N87°31'25"W 146.03 feet, thence S48°00'13"W 124.41 feet, thence S00°00'13"W 64.05 feet, thence S78°27'34"E 129.98 feet to the point of a non-tangent curve to the left having a radius of 50.00 feet, a central angle of 23°09'55" and a chord which bears S00°02'31"E 20.08 feet, thence along said non-tangent curve to the left 20.22 feet, thence S78°22'32"W 154.79 feet, thence S00°00'13"W 106.88 feet, thence N89°59'47"W 125.01 feet, thence S00°02'02"E 22.77 feet, thence N89°59'47"W 204.00 feet, thence N00°00'13"E 100.10 feet, thence S89°06'27"W 138.42 feet, thence S84°00'49"W 50.00 feet, thence N05°59'11"W 9.97 feet, thence S83°41'53"W 161.72 feet, thence N89°41'18"W 148.91 feet, thence S02°32'28"W 22.97 feet, thence N87°27'32"W 50.00 feet, thence S86°24'43"W 127.86 feet, thence S43°03'19"W 27.31 feet, thence S00°02'03"E 368.02 feet, thence S89°57'57"W 35.00 feet, thence N00°02'03"W 1005.65 feet to the True Point of Beginning.

Parcel contains 19.538 Acres.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ANNEXING APPROXIMATELY 19.538 ACRES LOCATED SOUTH OF TOWNSHIP, EAST OF 5<sup>TH</sup> WEST, AND NORTH OF YORK ROAD 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:

A parcel of land being part of the Southwest Quarter of Section 6, Township 1 North, Range 38 East, Boise Meridian, described as follows:

Beginning at the West Quarter Corner of said Section 6 and running thence S00°02'03"E 1066.17 feet along the West line of said Section 6, thence leaving said West line N89°57'57"E 50.00 feet to a point on the South line of the recorded subdivision of Spring Meadows Div. No. 1, having Instrument No. 897574, said point being the True Point of Beginning, running thence along said South line the following three (3) courses, (1) N89°57'57"E 387.20 feet (2) N65°25'54"E 224.74 feet (3) N50°09'17"E 103.33 feet to the Westerly most point of Lot 29, Block 10 of the recorded subdivision of Southpoint Div. No. 7, having Instrument No. 1273692, thence leaving said South line along the West line of said Southpoint Div. No. 7 the following three (3) courses, (1) S41°59'47"E 213.26 feet (2) N48°00'13"E 32.15 feet (3) S41°59'47"E 140.40 feet to a point on the South line of said Southpoint Div. No. 7, thence along said South line the following five (5)



courses, (1) N48°00'13"E 96.64 feet (2) N70°57'55"E 132.54 feet (3) S89°59'47"E 218.27 feet (4) S00°00'13"W 20.37 feet (5) S89°59'47"E 197.50 feet to the Southeast corner of Lot 16, Block 14 of said Southpoint Div. No. 7, thence leaving said South line S00°00'13"W 188.80 feet,, thence N89°59'47"W 135.29 feet, thence S00°00'13"W 144.00 feet, thence N89°59'47"W 86.00 feet, thence N87°31'25"W 146.03 feet, thence S48°00'13"W 124.41 feet, thence S00°00'13"W 64.05 feet, thence S78°27'34"E 129.98 feet to the point of a non-tangent curve to the left having a radius of 50.00 feet, a central angle of 23°09'55" and a chord which bears S00°02'31"E 20.08 feet, thence along said non-tangent curve to the left 20.22 feet, thence S78°22'32"W 154.79 feet, thence S00°00'13"W 106.88 feet, thence N89°59'47"W 125.01 feet, thence S00°02'02"E 22.77 feet, thence N89°59'47"W 204.00 feet, thence N00°00'13"E 100.10 feet, thence S89°06'27"W 138.42 feet, thence S84°00'49"W 50.00 feet, thence N05°59'11"W 9.97 feet, thence S83°41'53"W 161.72 feet, thence N89°41'18"W 148.91 feet, thence S02°32'28"W 22.97 feet, thence N87°27'32"W 50.00 feet, thence S86°24'43"W 127.86 feet, thence S43°03'19"W 27.31 feet, thence S00°02'03"E 368.02 feet, thence S89°57'57"W 35.00 feet, thence N00°02'03"W 1005.65 feet to the True Point of Beginning.

Parcel contains 19.538 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 APPROXIMATELY 19.538 ACRES LOCATED SOUTH OF TOWNSHIP, EAST OF 5<sup>TH</sup> WEST, AND NORTH OF YORK ROAD 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 19.538 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Section 1 is R-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Low Density"; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on August 18, 2015, and recommended approval of zoning the subject property to R-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 24, 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:

A parcel of land being part of the Southwest Quarter of Section 6, Township 1 North, Range 38 East, Boise Meridian, described as follows:

Beginning at the West Quarter Corner of said Section 6 and running thence S00°02'03"E 1066.17 feet along the West line of said Section 6, thence leaving said West line N89°57'57"E 50.00 feet to a point on the South line of the recorded subdivision of Spring Meadows Div. No. 1, having Instrument No. 897574, said point being the True Point of Beginning, running thence along said South line the following three (3) courses, (1) N89°57'57"E 387.20 feet (2) N65°25'54"E 224.74 feet (3) N50°09'17"E 103.33 feet to the Westerly most point of Lot 29, Block 10 of the recorded subdivision of Southpoint Div. No. 7, having Instrument No. 1273692, thence leaving said South line along the West line of said Southpoint Div. No. 7 the following three (3) courses, (1) S41°59'47"E 213.26 feet (2) N48°00'13"E 32.15 feet (3) S41°59'47"E 140.40 feet to a point on the South line of said Southpoint Div. No. 7, thence along said South line the following five (5)



courses, (1) N48°00'13"E 96.64 feet (2) N70°57'55"E 132.54 feet (3) S89°59'47"E 218.27 feet (4) S00°00'13"W 20.37 feet (5) S89°59'47"E 197.50 feet to the Southeast corner of Lot 16, Block 14 of said Southpoint Div. No. 7, thence leaving said South line S00°00'13"W 188.80 feet, thence N89°59'47"W 135.29 feet, thence S00°00'13"W 144.00 feet, thence N89°59'47"W 86.00 feet, thence N87°31'25"W 146.03 feet, thence S48°00'13"W 124.41 feet, thence S00°00'13"W 64.05 feet, thence S78°27'34"E 129.98 feet to the point of a non-tangent curve to the left having a radius of 50.00 feet, a central angle of 23°09'55" and a chord which bears S00°02'31"E 20.08 feet, thence along said non-tangent curve to the left 20.22 feet, thence S78°22'32"W 154.79 feet, thence S00°00'13"W 106.88 feet, thence N89°59'47"W 125.01 feet, thence S00°02'02"E 22.77 feet, thence N89°59'47"W 204.00 feet, thence N00°00'13"E 100.10 feet, thence S89°06'27"W 138.42 feet, thence S84°00'49"W 50.00 feet, thence N05°59'11"W 9.97 feet, thence S83°41'53"W 161.72 feet, thence N89°41'18"W 148.91 feet, thence S02°32'28"W 22.97 feet, thence N87°27'32"W 50.00 feet, thence S86°24'43"W 127.86 feet, thence S43°03'19"W 27.31 feet, thence S00°02'03"E 368.02 feet, thence S89°57'57"W 35.00 feet, thence N00°02'03"W 1005.65 feet to the True Point of Beginning.

Parcel contains 19.538 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 19.538 ACRES  
DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-1 ZONE; AND  
PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND  
ESTABLISHING EFFECTIVE DATE."

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

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

### **FINAL PLAT FOR SOUTHPOINT, DIVISION NO. 8, LOCATED EAST OF AND ADJACENT TO S 5<sup>TH</sup> WEST (PARK ROAD), NORTH OF E 65<sup>TH</sup> SOUTH (YORK ROAD)**

**WHEREAS**, the applicant filed an application for final plat on July 2, 2015; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission on August 18, 2015; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 24, 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 19.508 acre parcel located east of and adjacent to S 5<sup>th</sup> West (Park Road), north of E 65<sup>th</sup> South (York Road).
3. The property is zoned R-1, Residential Zone.
4. The subdivision includes 38 buildable lots which meet the minimum standards of the R-1 Zone and 7 landscape lots.
5. The proposed plat is consistent with the approved preliminary plat for the area.
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 Southpoint, Division No. 8.

**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 RESIDENTIAL ZONING FOR PROPERTY LOCATED**  
**EAST OF AND ADJACENT TO S 5<sup>TH</sup> WEST (PARK ROAD), NORTH OF E 65<sup>TH</sup>**  
**SOUTH (YORK ROAD)**

**WHEREAS**, the applicant filed an application for annexation, with initial zoning of R-1 Residential Zoning on July 2, 2015; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 18, 2015; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 24, 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 19.508 acre parcel located east of and adjacent to S 5<sup>th</sup> West (Park Road), north of E 65<sup>th</sup> South (York Road).
3. The Zoning in this area includes R-1 and A-1 within the County and R-1 and R-3 within the City.
4. This is a category "A" annexation in which the property owner is requesting annexation to the city.
5. The applicant's initial request is for R-1, complies with the proposed Comprehensive Plan amendment and the zoning in the surrounding area.

**II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of R-1 Residential 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**

### **ANNEXATION FOR PROPERTY LOCATED EAST OF AND ADJACENT TO S 5<sup>TH</sup> WEST (PARK ROAD), NORTH OF E 65<sup>TH</sup> SOUTH (YORK ROAD)**

**WHEREAS**, the applicant filed an application for annexation on July 2, 2015; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 18, 2015; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 24, 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 19.508 acre parcel located east of and adjacent to S 5<sup>th</sup> West (Park Road), north of E 65<sup>th</sup> South (York Road).
3. This is a category "A" annexation in which the property owner is requesting annexation to the city.
4. The area being annexed is proposed to be platted as residential subdivision including 38 buildable lots and seven landscaped lots.
5. The applicant's initial zoning request is for R-1, Residential Zone complies with the proposed Comprehensive Plan amendment and zoning in the surrounding area.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation for the above described property.

**PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

---

Rebecca L. Noah Casper, Mayor





# **CITY OF IDAHO FALLS**

## **PLANNING AND BUILDING DIVISION**

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405-0220  
[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

Planning Department • (208) 612-8276      FAX (208) 612-8520      Building Department • (208) 612-8270

BGC-126-15

### **MEMORANDUM**

TO:           Honorable Mayor and City Council  
FROM:       Brad Cramer, Community Development Services Director  
SUBJECT:     Zoning Ordinance Renumbering  
DATE:        September 16, 2015

Attached is an ordinance which renumbers the City of Idaho Falls Zoning Ordinance. The purpose of the renumbering is to integrate the Zoning Ordinance with the rest of City Code instead of being a standalone ordinance. The Planning and Zoning Commission considered this item at its August 4, 2015 meeting and recommended approval. Staff concurs with the recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:   Draft Planning and Zoning Commission Minutes, August 4, 2015  
                  Staff Report, August 4, 2015  
                  Ordinance

cc:       Kathy Hampton  
          File

**Dixon moved to approve the Reasoned Statement of Relevant Criteria for the Preliminary Plat for Carlyle-Erma, Wimborne seconded the motion and it passed unanimously.**

**4. Annexation with Initial Zoning of HC-1: 5.832 Acres of the NW ¼ Section 16.** Beutler presented the staff report, a part of the record. Black clarified and Beutler agreed that the application is only requesting the red portion to be annexed. Beutler stated it is 5.8 acres of the 38 acres in the preliminary plat.

Morrison opened the public hearing.

The applicant chose not to address the Commission.

No one appeared in support or opposition of the application.

Morrison closed the public hearing.

**Black moved to recommend to the Mayor and City Council approval of the Annexation with Initial Zoning of HC-1 for property located east of and adjacent to Woodruff Ave, south of Lincoln Road; 5.832 Acres of the NW ¼ Section 16, Josephson seconded the motion and it passed unanimously.**

**6. Recommend Approval of New Numbering System for Zoning Ordinance to Make Consistent with Other City Codes.** Beutler presented the staff report, a part of the record. Dixon asked what the downside of the new numbering is. Beutler stated that the downside was that there were a few formatting issues that they have worked through. The benefit is the attorney's office would maintain the code, so any time there are ordinance amendments or language amendments, those changes will get incorporated into an ongoing box that will show the changes and you can go back and research when the ordinance amendment happened. Staff has that ability now, but it is spotty depending on whether or not someone made a note of the change. Black asked and Beutler agreed that this will make things more efficient. Beutler stated that it will all be in the code, so you can go to one place on the website and it is all in one location under "zoning ordinance", and will be entirely the same as it is now, just renumbered. Black asked if it will cost the City more money. Beutler stated it should not, as it is all being done in house and should be fairly simple.

**Black moved to recommend to the Mayor and City Council approval of the New Numbering System for Zoning Ordinance to make consistent with other City Codes, as presented, Wimborne seconded the motion and it passed unanimously.**

**Business:** None.

**Miscellaneous:** None.

Morrison adjourned the meeting.

Respectfully Submitted,

Beckie Thompson, Recorder