

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

Thursday, October 22, 2015

7:30 p.m.

**COUNCIL CHAMBERS
680 PARK AVENUE**

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

1. **Call to Order and Roll Call.**
2. **Pledge of Allegiance.**
3. **Public Comment:** *This is the opportunity for members of the public to speak to the City Council regarding matters that are not on the Agenda; not noticed for a public hearing; not currently pending before the Planning Commission or Board of Adjustment; not the subject of a pending enforcement action; and not relative to a City personnel matter. If you want to speak, please state your name and address for the record and please limit your remarks to three (3) minutes. The Mayor and/or staff may also use this time to respond to comments from a previous meeting. NOTE: The Mayor may exercise discretion to decide if and when to allow public comment on an Agenda Item that does not include a public hearing. If the Mayor determines that your comments may be made later in the meeting, she will let you know when you may make your comments.*
4. **CONSENT AGENDA:** Any item may be removed from the Consent Agenda at the request of any member of the Council and that item would be considered separately later. Approval by roll call vote:
 - A. Items from the City Clerk:
 1. Approval of Minutes from the September 10, 2015, Council Meeting, September 21, 2015, Council Work Session, September 24, 2015, Idaho Falls Power Board Meeting, and September 24, 2015, Council Meeting.
 2. Approval of Monthly Expenditure Summary for the month of September, 2015.
 3. Approval of Monthly Treasurer's Report for the month of September, 2015.
 4. Approval of License Applications, all carrying the required approvals.

5. Request for Council ratification for the publication of legal notices calling for public hearings on October 22, 2015.

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

5. **REGULAR AGENDA:**

A. **Community Development Services Department:**

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

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

- a. To approve the Development Agreement for Trumblee Acres, Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To approve the Ordinance annexing Trumblee Acres, Division No. 1, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of property located south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive, and give authorization for the Mayor to execute the necessary documents.
- d. To approve the Ordinance assigning a Comprehensive Plan Designation of Low Density Residential and establishing the initial zoning of approximately 0.211 Acres as R-1 Zone under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (*or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance*), that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office.
- e. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-1 Residence Zone for property south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive, and give authorization for the Mayor to execute the necessary documents.
- f. To accept the Final Plat for Trumblee Acres, Division No. 1, located south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

g. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Trumblee Acres, Division No. 1, located south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive, and give authorization for the Mayor to execute the necessary documents.

2. **Final Plat and Reasoned Statement of Relevant Criteria and Standards, East Bank Plaza, Division No. 1:** Attached is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, East Bank Plaza, Division No. 1. The Planning and Zoning Commission considered this item at its December 2, 2014, meeting and recommended approval with the condition that a shared access agreement be provided by unanimous vote. Staff concurs with this recommendation. The application 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 accept the Final Plat for East Bank Plaza, Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for East Bank Plaza, Division No. 1, and give authorization for the Mayor to execute the necessary documents.

B. Parks and Recreation Department:

1. **Winter Light Personal Services Agreement:** Attached for your consideration is the Personal Services Agreement between the City of Idaho Falls and Clyde and Leann Gilbert for set up and administration of a drive through winter light display at Freeman Park. This agreement has been reviewed and approved by the City attorney. The Parks and Recreation Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said agreement.

RECOMMENDED ACTION: To approve the Winter Light Personal Services Agreement and give authorization for the Mayor and City Clerk to sign and execute said agreement (or take other action deemed appropriate).

2. **Professional Design Services Heritage Park Master Plan:** The Parks and Recreation Division respectfully requests authorization to enter into an Agreement with Design Workshop to provide design services for the Heritage 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 approve the agreement with Design Workshop to provide design services for the Heritage Park Master Plan and give authorization for the Mayor and City Clerk to sign and execute said agreement (or take other action deemed appropriate).

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:

SEPTEMBER 10, 2015 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, September 10, 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 Ed Marohn
Councilmember Michael Lehto
Councilmember Barbara Ehardt
Councilmember Tom Hally
Councilmember Sharon Parry
Councilmember David M. Smith

Also present:

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

Mayor Casper invited Dana Briggs, Economic Development Coordinator, to come forward and lead those present in the Pledge of Allegiance.

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

CONSENT AGENDA ITEMS:

The Mayor requested the appointment of Julie Foster to serve on the Planning and Zoning Commission, term to expire December 31, 2021.

Municipal Services requested Bid IF-15-26 Fabricate and Install Signage at Idaho Falls Zoo: It is the recommendation of Municipal Services and of the Parks and Recreation Department to reject all bids received for the above referenced bids. The bids that were received had lump sum totals that significantly exceeded the budget for this project.

The City Clerk requested approval of Minutes from the July 31, 2015, Budget Work Session, August 6, 2015, Budget Work Session, and August 10, 2015, Council Work Session.

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

<u>FUND</u>	<u>TOTAL EXPENDITURE</u>
General Fund	\$1,072,328.35
Street Fund	535,100.37
Recreation Fund	31,291.50
Library Fund	73,885.87
Municipal Equipment Replacement Fund (MERF)	129,998.36
Electric Light Public Purpose Fund	77,576.05
Golf Fund	53,777.32

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Self-Insurance Fund	27,177.89
Municipal Capital Improvement Fund	981.00
Street Capital Improvement Fund	288,758.21
Traffic Light Cap Imp Fund	35,663.64
Parks Capital Improvement Fund	3,172.00
Airport Fund	112,076.69
Water and Sewer Fund	568,336.88
Sanitation Fund	523,886.45
Ambulance Fund	38,032.55
Electric Light Fund	3,379,253.97
Payroll Liability Fund	3,307,109.24
TOTAL	\$10,258,406.34

The City Clerk requested approval of Monthly Treasurer's Report for the month of August, 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

September 8, 2015
Date Signed

ACKNOWLEDGEMENT

STATE OF IDAHO)
County of Bonneville) ss.

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

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

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The City Clerk requested approval of License Applications, including a Beer to be Consumed on Premise to Gourmet Xio, LLC and Los Panchos, all carrying the required approvals.

The City Clerk requested Council ratification for the publication of legal notices calling for public hearings on September 10, 2015.

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

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

Nay: None

Motion carried.

REGULAR AGENDA ITEMS:

Public Works submitted the following items for Council consideration:

MEMORANDUM

To: Honorable Mayor & City Council
From: Chris H Fredericksen, Public Works Director
Subject: Bid Award – 25th E. (Hitt Rd) and E. 25th Street Traffic Signal Improvements

On September 1, 2015, bids were received and opened for 25th E (Hitt Rd) and E 25th Street Traffic Signal Improvements project. A tabulation of bid results is attached.

	Engineer's Estimate	HK Contractors, Inc.	TMC Contractors, Inc.	DePatco Inc.	DL Beck Inc.
Totals:	\$56,901.00	\$81,330.00	\$89,854.00	\$127,888.88	\$132,309.00

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, in an amount of \$81,330.00 and, authorization for the Mayor and City Clerk to sign contract documents.

s/ Chris H Fredericksen

Councilmember Ehardt stated this project is in conjunction with the City of Ammon. Noting that the HK Contractor, Inc. bid was in excess of the Engineer's Estimate, Councilmember Smith requested explanation. Director Fredericksen indicated the primary difference was related to the traffic system signal pay item in the amount of \$25,000.00, stating the City has supplied materials for this project but the contractor will provide installation.

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It was moved by Councilmember Ehardt, seconded by Councilmember Lehto, to approve of the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, in an amount of \$81,330.00 and authorize the Mayor and City Clerk to sign contract documents. 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: Bid Award - Eastside Greenbelt Pathway - Broadway to Riverside Drive

On September 4, 2015, bids were received and opened for Eastside Greenbelt Pathway - Broadway to Riverside Drive project. A tabulation of bid results is attached.

	Engineer's Estimate	Knife River Corporation Northwest	TMC Contractors, Inc.	HK Contractors, Inc.	DePatco, Inc.
Total Base Bid Schedule	\$60,170.00	\$46,795.00	\$59,663.50	\$57,691.70	\$65,993.50
Total Additive Alternate Bid Schedule No. 1	\$17,955.00	\$13,566.00	\$16,159.50	\$19,630.80	\$19,152.00
Total Base Bid Plus Add. Alt. Bid Schedule No. 1	\$78,125.00	\$60,361.00	\$75,823.00	\$77,322.50	\$85,145.50

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation Northwest in an amount of \$60,361.00 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, Knife River Corporation Northwest, in an amount of \$60,361.00 and authorize the Mayor and City Clerk to sign contract documents. Roll call as follows:

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

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Nay: None

Motion carried.

Municipal Services Department submitted the following items for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Craig Rockwood, Municipal Services Director
Subject: Resolution to Purchase Wayfinding Signage for the Zoo on the Open Market

On August 28, 2015 bids were received and opened for the Wayfinding Signage for the Idaho Falls Zoo. The bids received had lump sum totals that significantly exceeded the budget for this project.

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

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

s/ Craig Rockwood

Director Rockwood stated the bid was distributed to approximately 30 qualified businesses, including local businesses, with only two (2) businesses responding. He stated the two (2) bids received exceeded the budgeted amount by almost three (3) times the amount. Director Weitzel stated grants have been received to assist with the project and indicated due to the high cost of installation, the current staff will assist with the majority of signage installation over the next few months.

It was moved by Councilmember Marohn, seconded by Smith, to approve the Resolution to purchase Wayfinding Signage for the zoo on the open market and authorize the Mayor to execute the document. Roll call as follows:

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

Nay: None

Motion carried.

RESOLUTION 2015-27

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING STAFF TO SECURE GOODS AND SERVICES IN THE

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OPEN MARKET FOR DESIGN, FABRICATION, AND INSTALLATION OF CERTAIN SIGNS RELATED TO THE CITY'S WAYFINDING PLAN AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

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

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

WHEREAS, the only bids submitted in response to bid IF-15-26, Fabricate and Install Signage at Idaho Falls Zoo, were in amounts far in excess of the total estimated budget for the project related to such bids; and,

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

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

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

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

1. Council declares that the goods and services contained in Bid IF-15-26 Fabricate and Install Signage at Idaho Falls Zoo can be procured more economically on the open market.
2. City staff is hereby directed to pursue such goods and services on the open market.

ADOPTED and effective this 10th day of September, 2015.

CITY OF IDAHO FALLS, IDAHO

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

ATTEST: (SEAL)
s/ Kathy Hampton
Kathy Hampton, City Clerk

MEMORANDUM

To: Honorable Mayor and City Council
From: Craig Rockwood, Municipal Services Director
Subject: Bid IF-15-12A Fabricate Signage and Graphic Elements, and Bid IF-15-12B Fabricate and Install Signage and Graphic Element Monument

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The City Council approved and authorized the Parks and Recreation Department and the Purchasing Division to purchase the above listed signs and labor on the open market.

It is the recommendation of Municipal Services and of the Parks and Recreation Department to accept the following bids for a total purchase amount of \$399,694.00:

BID IF-15-12A	Yesco to Fabricate the Wayfinding Signage	\$250,000
BID IF-15-12B	Yesco to Fabricate the Sign for Monuments	\$70,111
BID IF-15-12B	Rock Solid Landscaping - Installation	\$79,583

s/ Craig Rockwood

Councilmember Marohn stated the actual amount submitted by Yesco to fabricate the Wayfinding Signage was \$248,975.00, therefore lowering the total purchase amount to \$398,669.00. Director Fredericksen stated the City's Sign Division does not have the ability to efficiently produce the number of signs in this contract.

It was moved by Councilmember Marohn, seconded by Smith, to accept the bids for signs and labor on the open market for a total purchase amount of \$398,669.00. Roll call as follows:

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

Nay: Councilmember Ehardt

Motion carried.

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 and Reasoned Statement of Relevant Criteria and Standards, Fremont Avenue Subdivision

Attached is the application for a Final Plat and Reasoned Statement of Relevant Criteria and Standards for Fremont Avenue Subdivision. The Planning and Zoning Commission considered this item at its August 18, 2015 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation. The application is now being submitted to the Mayor and City Council for consideration.

Director Cramer appeared to explain this application request. Following is a list of exhibits used in connection with this request:

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- Slide 1: Vicinity map
- Slide 2: Aerial photo of vicinity map
- Slide 3: Additional aerial photo of vicinity map
- Slide 4: Photo of final plat
- Slide 5: Photo looking south along the property
- Slide 6: Photo looking west toward the property
- Slide 7: Photo looking west toward the property

At the request of Councilmember Parry, Director Cramer briefly explained the Planned Transition (PT) Zone. He stated the two (2) main purposes for PT Zone was to allow commercial development while protecting the existing residences and to reduce access points onto arterial streets.

It was moved by Councilmember Parry, seconded by Lehto, to accept the Final Plat for Fremont Avenue Subdivision, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows:

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

Nay: None

Motion carried.

It was moved by Councilmember Parry, seconded by Lehto, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Fremont Avenue Subdivision, and give authorization for the Mayor to execute the necessary documents. Roll call as follows:

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

Nay: None

Motion carried.

MEMORANDUM

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

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Subject: Reasoned Statement of Relevant Criteria and Standards for a Conditional Use Permit in an R-3 Zone for a Haunted Attraction as an Indoor Amusement, Lots 35-48, Block 45, Crows Addition

Attached is the Reasoned Statement of Relevant Criteria and Standards for Conditional Use Permit in an R-3 Zone for a Haunted Attraction as an Indoor Amusement, Lots 35-48, Block 45, Crows Addition. The City Council considered this item at its August 27, 2015 meeting and denied the application. Staff has revised the Reasoned Statement to reflect the facts considered at the meeting and the final decision. The document is now being submitted to the Mayor and City Council for consideration.

It was moved by Councilmember Parry, seconded by Lehto, to approve the Reasoned Statement of Relevant Criteria and Standards denying a request for a Conditional Use Permit in an R-3 Zone for a Haunted Attraction as an Indoor Amusement, Lots 35-48, Block 45, Crows Addition, and give authorization for the Mayor to execute the necessary documents. Roll call as follows:

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

Nay: None

Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Application, Resolution, and Reasoned Statement of Relevant Criteria and Standards for a Comprehensive Plan Amendment from Low Density Residential to Commercial, Employment Center, and Higher Density Residential for property located generally north of Kearney, east of and adjacent to Woodruff Avenue, west of Hitt Road, and south of Lincoln Road

Attached is the application, Resolution, and Reasoned Statement of Relevant Criteria and Standards for a Comprehensive Plan Amendment from Low Density Residential to Commercial, Employment Center, and Higher Density Residential for property located generally north of Kearney, east of and adjacent to Woodruff Avenue, west of Hitt Road, and south of Lincoln Road. The Planning and Zoning Commission considered this item at its August 4, 2015 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation. The application is now being submitted to the Mayor and City Council for consideration.

Mayor Casper opened the public hearing and stated all slides, Planning and Zoning Commission minutes, and staff reports be entered into the record.

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Director Cramer appeared to explain this application request. Following is a list of exhibits used in connection with this request:

- Slide 1: Comprehensive Plan Future Land Use Map of property under consideration
- Slide 2: Comprehensive Plan Map
- Slide 3: Aerial photo of vicinity map with mixed designations
- Slide 4: Photo looking east across property
- Slide 5: Photo looking south through the area
- Slide 6: Photo looking north

Director Cramer stated a change in the Comprehensive Plan is not a common occurrence and will affect how future land is developed. He stated there is proposed development on the northwest portion of the site under consideration but a broader area was recommended to meet the needs of the applicant as well as the Comprehensive Plan. Director Cramer stated there will be future discussion regarding utilizing the existing canal/easement as a possible pathway.

Mayor Casper requested any public comment.

Fred Wallin, 645 Lincoln Drive, Idaho Falls, appeared. Mr. Wallin requested any follow-up inquiries from the Council. There were no comments/questions.

Mayor Casper closed the public hearing.

It was moved by Councilmember Parry, seconded by Councilmember Lehto, to approve the Resolution amending the Comprehensive Plan from Low Density Residential to Commercial, Employment Center, and Higher Density Residential for property located generally north of Kearney, east of and adjacent to Woodruff Avenue, west of Hitt Road, and south of Lincoln Road and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows:

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

Nay: None

Motion carried.

RESOLUTION 2015-28

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE COMPREHENSIVE PLAN DESIGNATION IN THE AREA LOCATED NORTH OF KEARNEY, EAST AND ADJACENT TO WOODRUFF, WEST OF HITT ROAD, AND SOUTH OF LINCOLN; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

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WHEREAS, pursuant to Idaho Code Section 67-6508, the City has a duty to conduct a comprehensive planning process designed to prepare, implement and periodically review and update its Comprehensive Plan; and,

WHEREAS, prior to making this recommendation to the governing board, the Planning Commission followed the procedures identified in Idaho Code Section 67-6509 for a Plan Amendment; and,

WHEREAS, the Council of the City of Idaho Falls, Idaho, desires to amend the Comprehensive Plan designation in the area located north of Kearney, east and adjacent to Woodruff, west of Hitt Road, and South of Lincoln, from Low Density Residential to Commercial, Employment Center, and Higher Density Residential, to better serve as a guide for future planning and zoning decisions by the City.

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

1. The Comprehensive Plan of the City of Idaho Falls, Idaho is hereby amended to change the designation for the area located north of Kearney, east and adjacent to Woodruff, west of Hitt Road, and South of Lincoln, from Low Density Residential to Commercial, Employment Center, and Higher Density Residential.
2. The change to the Comprehensive Plan designation shall become effective upon its execution by the Mayor.
3. The City of Idaho Falls Planning and Building Director is instructed to modify the official Comprehensive Plan Map located in the Planning Department office to reflect the change.

ADOPTED and effective this 10th Day of September, 2015.

CITY OF IDAHO FALLS, IDAHO
s/ Rebecca L. Noah Casper
REBECCA L. NOAH CASPER, MAYOR

ATTEST: (SEAL)
s/ Kathy Hampton
KATHY HAMPTON, CITY CLERK

It was moved by Councilmember Parry, seconded by Councilmember Lehto, to approve the Reasoned Statement of Relevant Criteria and Standards for the amendment of the Comprehensive Plan from Low Density Residential to Commercial, Employment Center, and Higher Density Residential for property located north of Kearney, east of and adjacent to Woodruff Avenue, west of Hitt Road, and south of Lincoln Road and give authorization for the Mayor to execute the necessary documents. Roll call as follows:

Aye: Councilmember Marohn
Councilmember Lehto
Councilmember Ehardt

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Councilmember Hally
Councilmember Parry
Councilmember Smith

Nay: None

Motion carried.

There being no further business, it was moved by Councilmember Hally, seconded by Councilmember Ehardt, to adjourn at 8:25 p.m. which motion passed by unanimous vote.

CITY CLERK

MAYOR

SEPTEMBER 21, 2015

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session), Monday, September 21, 2015, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Tom Hally
Councilmember Sharon Parry
Councilmember Michael Lehto
Councilmember Barbara Ehardt

Absent:

Councilmember Ed Marohn
Councilmember David Smith

Also present:

Randy Fife, City Attorney
Kerry McCullough, Public Information Officer
Dana Briggs, Economic Development Coordinator
Greg Weitzel, Parks and Recreation Director
Melanie Marsh, Human Resources Director
Chris Fredericksen, Public Works Director
Chris Canfield, Assistant Public Works Director
David Richards, Water Superintendent
Kent Fugal, City Engineer
Bryan Clark, Post Register
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:10 p.m. with Mayor and Council reports. Mayor Casper reminded the Council of upcoming events including; Pancheri ribbon-cutting on September 25, 2015, the Idaho Falls Power Hydro Heritage and Bond Fire activities on September 25, 2015, and Idaho Falls Power Open House on September 26, 2015. Mayor Casper announced she will be seeking Council approval at the September 24, 2015, Regular Council Meeting for Pamela Alexander as the new Municipal Services Director.

There were no items to report from the Councilmembers.

Item from Parks and Recreation include:

1-Discussion of Naming or Renaming of City Facilities Resolution:

Director Weitzel appeared and stated the Resolution would describe policy and procedure for naming City facilities based on three (3) criteria: Historic Events, People and Places; Outstanding Individuals; and Major Gifts. He stated all applications/proposals would be reviewed by the Parks and Recreation Commission with recommendations provided to Council for final decision. Director Weitzel stated approximately 90% of requests for naming/renaming involve the Parks and Recreation Department. Councilmember Lehto commented there may be instances of naming/renaming a City facility that may not be related to the Parks and

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Recreation Department. Further discussion followed including possible resolutions for other departments. Mayor Casper believes there should be a unified process. At the request of the Council, Mr. Fife will revise the Resolution for Parks and Recreation Department and draft a similar Resolution for all other requests not pertaining to the Parks and Recreation Department.

Item from Public Works include:

2-Municipal Water Discussion:

Director Fredericksen and Mr. Richards appeared and introduced Rob Harris from Holden, Kidwell, Hahn & Crapo P.L.L.C. Director Fredericksen stated the presentation will include basic water rights, review of City of Idaho Falls water rights, the Surface Water Coalition (SWC) water call and the effects on ground water appropriations. He also stated there will be discussion of options for the City as well as action items and a proposal to better utilize surface water rights for future annexations of properties. He then turned to the meeting to Mr. Harris.

Mr. Harris stated due to the activity of water rights in previous years, he believes a mitigation plan for the City of Idaho Falls will be necessary. He proceeded with the following presentation including general discussion with the Council:

WATER LAW BASICS

- There are primarily four (4) “A’s” to water law:
 1. Appropriation
 2. Adjudication
 3. Amendment (a “transfer”)
 4. Administration
- A water right is an appurtenance to real property.
- A water right is just as its name suggests—a right to use the State of Idaho’s water for a specific use.
- Idaho’s water is owned by the people of the State of Idaho.
- But a water right is more than just permission to use the State of Idaho’s water—it is a real property right.
- IDWR = Idaho Department of Water Resources
- Governed by a director (currently Gary Spackman)
- Even though it is a real property right, it is critical to understand that the water right owner does not own the water molecules themselves.
- Therefore, while a water right holder has a right to use water, is remains subject to a public trust that the water will be applied to a recognized beneficial use.
- In other words, water cannot be used in an uninhibited fashion by the water right holder—there are some limits.
- New water rights today can only be obtained through a permitting and licensing process.
- There is a moratorium order issued by IDWR that does not allow for issuance of any new permits for development of large-scale irrigation water rights.
 - However, there is an exception in the moratorium order that allows IDWR to issue new municipal water rights.
 - It is possible for the City of Idaho Falls to appropriate new municipal water rights, but it is certain it will have to involve a mitigation plan.

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- A water right must be used for a recognized beneficial use—There is no definitive list of beneficial uses (the list could be added to in the future)—but generally speaking, these are the most common beneficial uses:
 - Irrigation; Commercial; Industrial; Domestic; Recreation & Aesthetics; Ground Water Recharge.
 - One of more unique beneficial uses is a municipal beneficial use—It covers virtually all kinds of beneficial uses (irrigation, domestic, commercial, industrial, etc.).
 - It does not cover ground water recharge.
- Water rights in the Snake River Basin were recently inventoried in the Snake River Basin Adjudication (the “SRBA”).
 - There are no longer any questions about what water rights exist—there are over 158,000 water rights in the Snake River Basin.
- Water is allocated and distributed in Idaho under the “prior appropriation doctrine.”
 - Under this doctrine, the holder of a water right with an earlier priority date is entitled to receive all of the water under the right before the junior right receives any water.
- This means that the more senior the water right, the better the right.
- The SRBA was a product of a settlement agreement with the Idaho Power Company from 1984 known as the “Swan Falls Agreement.”
- For purposes of today’s discussion, there are two important components:
 - The SRBA.
 - Establishment of minimum flows that must be met at the Murphy Gage (Murphy is south of Boise) on the Snake River:
 - At least 5600 cfs must be at the Murphy Gage between November 1st and April 1st of the following year (the non-irrigation season).
 - At least 3900 cfs must be at the Murphy Gage between April 1st and November 1st (during the irrigation season).**
- In order to accomplish the SRBA, a court was established in Twin Falls (the “SRBA Court”).
- The SRBA Court is now addressing northern Idaho adjudications.
- Also, however, the court is now effectively a “water court”:
 - All administrative appeals from IDWR actions go there.
 - The district judge is Eric Wildman.
- What does a water right look like? Other than the owner of the water right, there are seven elements:

Element	Example
Source	Snake River
Point of Diversion	Twp. 1N, R38E, Sec. 4, NW1/4NW1/4
Priority Date	June 1, 1940
Nature of Use	Irrigation
Diversion and/or Volume	1.5 cfs
Period (Season) of Use	April 1 st - October 31 st
Place of Use	Twp. 1N, R38E, Sec.4, NW1/4 NW1/4 (40 acres); SW 1/4NW1/4 (40 acres)

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Mr. Harris stated the cubic feet per second (cfs) for the City of Idaho Falls is by far in the best position compared to other eastern Idaho cities regarding water rights.

- A water right must be used consistent with its elements, otherwise the use is illegal.
 - Example: You cannot use an irrigation water right for industrial purposes. This is an “enlargement” of the water right.
- However, it is possible to “convert” a water right to another beneficial use or change certain elements of a water right—This is done through a process outlined in Idaho Code § 42-222 in what is called a water right “transfer.”
- Water Right Administration:
 - This refers to IDWR’s statutory responsibility to enforce priority administration, including the curtailment of junior water rights when required to meet senior needs.
 - This is mostly accomplished by IDWR through organized units called “water districts.”
 - A water district has a “watermaster” who then employs other staff, including “deputy watermasters,” who are on the ground opening and shutting headgates every day.
 - Water District 1 is in charge of distribution and accounting of water deliveries within its district.
- Water District 1 is the water district that has jurisdiction over all of the diversions on the Snake River and its tributaries (including distribution of storage water) above Milner Dam.
- Water distribution is a function of supply and demand, and is very complicated, but Water District 1 is very sophisticated.
- Watermaster for WD01 is Lyle Swank.
- Water District 1 website: <http://www.waterdistrict1.com/>
- WD01 project priority dates every day:

Snake River above Lorenzo	10/11/1900
Henrys Fork	10/11/1900
Fall River	10/11/1900
Teton River	10/11/1900
Teton lower N. Fork	10/11/1900
Willow Creek	10/11/1900
Snake River Lorenzo to Blackfoot	10/11/1900
Snake River below Blackfoot	10/11/1900

- WD01 coordinates with the United States Bureau of Reclamation (the “BOR”) for release and accounting of storage water into the Snake River.
- Storage water owned by the spaceholder flows past curtailed natural flow rights to the headgates of the spaceholders.
- The City of Idaho Falls owns 1,180 shares of stock in Palisades Water Users, Inc. (“PWUI”) which entitled it to a pro rate share of PWUI’s allocation each year.
- *It’s the Law* Article in the Post Register:
- Water District #1, based in Idaho Falls, is the instrumentality by which the Idaho Department of Water Resources administers water rights in the Upper Snake River Basin. Water District #1 tracks the accumulation of water during the non-irrigation season to the reservoirs pursuant to the prior appropriation doctrine where the senior

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storage water right holder is entitled to have its right completely filled before any junior right holder is entitled to accumulate storage at all. Water District #1 then coordinates delivery of the accumulated storage water during the upcoming irrigation season. Water District #1 considers nine reservoirs, which collectively store 4.2 million acre-feet, to be in the Upper Snake River Basin storage system.

- These reservoirs, along with the years they were constructed, are: Milner Reservoir (1903-1905), Lake Walcott (1904-1906), Jackson Lake (1912-1916), Henry's Lake (1922), American Falls Reservoir (1925-1928), Island Park Reservoir (1937-1939), Grassy Lake Reservoir (1937-1939), Palisades Reservoir (1951-1957), and Ririe Reservoir (1970-1977).
- Of the nine reservoirs, only Milner Reservoir and Henry's Lake are privately owned. Milner Reservoir is jointly owned by the North Side Canal Company and Twin Falls Canal Company, and Henry's Lake is owned by the North Fork Reservoir Company. Storage water accumulated in these private reservoirs is owned solely by these entities.
- The remaining seven reservoirs are owned and operated by the United States Bureau of Reclamation (the "BOR"). Water stored in these reservoirs is used by a number of irrigation entities who have contracts with the BOR for use of the storage water. BOR reservoirs were originally constructed with federal funds, and the construction costs were then recouped by the federal government through long-term repayment contracts with water users. The contract holders continue to annually pay their pro rata share of ongoing repair and maintenance of the dam and reservoir. Some reservoirs, such as Island Park, only have one contract holder, while others, such as Palisades, have many contract holders for its use.
- If you a senior user and you are not receiving your full supply and your right is in priority, you can place a "call on the river" a/k/a as "delivery call" to enforce your right to receive water.
- There are times where closing headgates upstream of a calling diversion will not result in delivery of surface water to diversion points downstream because the water will sink before getting to the diversion. This is a "futile call."
- Once a futile call situation is declared, the watermaster will let the junior turn back on and use water unless the system connects once again.
- Water right administration is easy for surface water sources because there are an established number of diversions that can be opened and closed and water can be readily measured.
- Water right administration is hard for groundwater sources because the time-delayed impacts from groundwater pumping to senior surface water can't really be measured to the detailed extent of a surface water diversion.
 - In other words, the impacts from pumping may not show up for years—so how do you determine when to curtail a junior ground water right by a calling senior surface water right?

SWC CALL

- Important background:
 - Our ground water supply comes from the Eastern Snake Plain Aquifer, or "ESPA."
 - The ESPA is a large aquifer often referred to as being approximately the size of Lake Erie.
 - It is the black line on the preceding map.
 - It will likely be changed in the next legislative session to go up the tributary basins (Big Lost, Little Lost, Teton, Portneuf, etc.).

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- There is a hydraulic connection between surface water flow in the Snake River and in the ESPA.
- This means that there are sections (or “reaches”) of the Snake River that lose water to the ESPA, and there are reaches where water from the ESPA feeds the Snake River.
- SWC = the “Surface Water Coalition”
- The SWC consists of seven Magic Valley area canal companies and irrigation districts:
 - Twin Falls Canal Company
 - Northside Canal Company
 - Minidoka Irrigation District
 - American Falls Reservoir District #2
 - Burley Irrigation District
 - A&B Irrigation District
 - Milner Irrigation District
- The SWC developed water rights junior to most surface water rights in the Upper Snake River Valley.
 - Their best rights have priority dates of October 11, 1900.
- This means that when natural flow supplies (which are augmented by reach gains to the Snake River) drop, they rely heavily on storage water to make up the difference.
- During peak irrigation demand, the natural flow supply in the Snake River is almost entirely diverted above American Falls Reservoir.
- In fact, the Snake River just south of Blackfoot can go dry.
- Because of this reality, the SWC relies upon two major sources of water for its needs:
 - Reach gains from springs and tributary underflow to the Snake River into American Falls Reservoir and other springs.**
 - Release of storage water.
- There are discrete discharge sites (Springfield (near Aberdeen) and Thousand Springs) into the Snake River, but also non-visible discharge (reach gains) to the Snake River.
- The hydraulic connection between the ESPA and the Snake River has been known for more than a century, but it was not until 1994 that the State of Idaho developed *Rules for Conjunctive Management of Surface and Groundwater Resources* (the “CM Rules”).
- “Conjunctive Administration” (sometimes incorrectly referred to as “Conjunctive Management”) refers to administration of ground water and surface water rights by priority.
 - Rather than treat surface and ground water sources as separate sources, both sources are treated as the same water source—the difficult question then becomes how that is done.
- Once the CM Rules were adopted, spring users (fish farmers) and others used them as a basis for filing delivery calls with IDWR.
 - The first call was the “Musser Call” filed in 1993 (this forced IDWR to adopt the CM Rules).
- The CM Rules provided a serviceable structure from responding to delivery calls, but they lacked any judicial precedent—in other words, there was a period of unknowns.
- Some calls were filed in the late 1990s, but were put on hold by IDWR.
- The surface water entities were well organized, but what about the groundwater users?
 - Statutes were added in 1995 to allow for the formation of “Ground Water Districts.”
 - The main intent of ground water districts was to band ground water users together in order to levy assessments to raise funds to respond to delivery calls and implement mitigation measures.
 - A number of ground water districts have been formed.

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- The ground water districts function together under an umbrella organization known as the Idaho Ground Water Appropriators, Inc., or “IGWA.”
- Since 2003, IGWA has defended fifteen different delivery calls made by senior surface, spring, and groundwater right holders.
 - IGWA has spent millions of dollars on mitigation measures, water right buyouts, and fish farm buyouts.
- Most of the calls were from spring users, and did not implicate the City of Idaho Falls.
 - There is a lingering issue over the “trim line” used in the Rangen Call that is before the Idaho Supreme Court.
- The call that has implicated, and therefore threatens, the City of Idaho Falls most is the SWC Call.
- The SWC Call was filed in January of 2005 and is ongoing.
- Why did they file?
 - Drought between 2001-2004 which caused reduced water supply resulting in impacts to farmers’ operations, decreasing reach gains, and lack of aquifer management.
- As a result of the SWC Call, IDWR developed a “methodology order” used to essentially require the SWC to provide information to IDWR support its irrigation demand plus what it should be able to reasonably carry over in reservoir storage water (“reasonable carryover”)(collectively, the “demand”), and IDWR developed a forecast methodology to determine the runoff, or the “supply.”
 - If supply exceeded demand, then the ground water users could irrigate that year with no mitigation obligation.
 - However, if demand exceeded supply, the difference between demand and supply was the amount of “material injury.”
- Proof of the ability to mitigate must be provided within fourteen (14) days of IDWR’s order.
- IDWR also developed and has fine-tuned the Eastern Snake Plain Aquifer Model, or “ESPAM”.
- This model predicts the decrease in reach gains to the Snake River as a result of ground water pumping.
- The courts have said this is the “best available science,” meaning that despite inherent limitations in models, it does not matter—the ESPAM will be used for conjunctive administration.
- Between 2005 and 2015, this water call has been extensively litigated.
 - Any defense you can think of has been raised by IGWA, and the court has ruled on it.
- While the litigation has been ongoing, IDWR has used its methodology to determine material injury.
 - In some years, there was no injury and therefore no mitigation obligation.
 - In other years there has been injury and therefore a mitigation obligation.
- What options were there for responding to an injury determination?
 - Rent storage water and provide it to the SWC.
 - This has been the major source of mitigation water.
 - Renting storage water is not always easy to do because of the “last to fill” rule.
 - Undertake other measures to reduce pumping from the ESPA.
 - CREP and other programs.
 - Ground water recharge.**
 - Shut off wells.

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- The benefits that would accrue to the Snake River are calculated using ESPAM.
- IGWA's goal was for ground water users to never be curtailed, and they have done a very good job—no well has ever been curtailed as a result of the SWC Call.
 - But wells were almost curtailed in the Rangen Call.
 - IDWR is serious about curtailment and will do it.
 - Director Spackman has said that the courts have given him no choice.
- What has the City of Idaho Falls been doing during the SWC Call?
 - The City is not a member of the Bonneville-Jefferson Ground Water District, and therefore, is not a member of IGWA.
 - In 2007, the City purchased 1,000 shares of PWUI stock.
 - In the event IGWA could not meet its mitigation obligation, the City had this supply to provide mitigation from once IDWR made a determination of what the City's pumping impacts to the Snake River were.
 - PWUI leased water to IGWA in some years to help them meet their mitigation obligation.
 - The City has been monitoring the legal/technical developments in the SWC Call.
 - IDWR would send out "warning letters" each year predicting a priority cut-off date.
- Why not join a ground water district?
 - Because municipal use is different than agricultural use, and focus of ground water district is on irrigation use.
 - Once you are annexed into a ground water district, it is extremely difficult to get out if you want to petition out of the district later on.

SWC Call – The Perfect Storm in late 2014-2015

- In the Fall of 2014, Judge Wildman held that IDWR's methodology order did not respect prior appropriation enough. Over the winter, IDWR developed a third methodology order based on this decision.
 - This was bad for ground water users.
 - The third methodology order was issued on April 16, 2015.
 - It effectively determined that IDWR had been underestimating impacts from ground water pumping by 50,000 acre-feet.
 - It also allowed IDWR to "revisit" water supplies on July 1st and readjust IGWA's mitigation obligation.
 - Director Spackman: "Under this new methodology, the mitigation obligation for ground water users will occur more frequently and be of greater magnitude by about 50,000 acre-feet."
 - Thus, there is more assurance and larger determination of injury for the benefit of the senior.
- Warm weather in 2015 and changing water conditions.
 - The rains in 2014 left reservoir levels high, but a warm early spring resulting in the highest demand for water in late March and early April that WD01 had ever seen.
- The result was a material injury determination of 89,000 acre-feet.
- If mitigation was not provided, in order to generate 89,000 acre-feet of benefit to the Snake River, all water rights junior to approximately 1982 would be curtailed.
- The water rights which were subject to curtailment equaled approximately 86,000 acres.
- The material injury determination could now be revisited—and could be much worse:

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Summary of Demand Shortfall Projections as of May 3, 2015				
	April As-Applied Order (4/16/15)	April As-Applied w/ May 1 Forecast	July As-Applied w/ April Div. & BLY	July As-Applied w/ April Div. & 2012 Analog Yr.
A&B	0	0	0	0
AFRD2	-15,300	-35,464	-54,728	-67,938
BID	0	0	0	0
Milner	0	0	0	0
Minidoka	0	0	0	0
NSCC	0	0	-26,327	-184,543
TFCC	-73,700	-90,250	-170,259	-318,387
Total	-89,000	-125,714	-251,314	-570,868
Approx. Curtailment Priority Date	1982	1980	1974	1957
Approx. Curtailed Acres	86,000	121,000	259,000	594,000

These numbers are calculated using the 3rd Amended Methodology Order for the Surface Water Coalition Delivery Call. Natural flow supplies are predicted using the NRCS's May 1 50% Exceedance Forecast of April-July Runoff Volume at the Heise Gage (i.e. 2,239,000 AF).

- IGWA could not meet the mitigation obligation.
- This forced a settlement discussion, primarily because of the involvement of Speaker of the House Scott Bedke.
- Why wasn't this settled long ago?
 - It depends on who you talk to.
- Speaker Bedke mediated a settlement agreement.
- We have a declining aquifer, but it is not all the ground water users' fault.
 - Conversion of most farm ground from flood irrigation to sprinkler.
 - Winter water savings program with the BOR (this stopped diversion of storage water during the winter, which recharged the aquifer.
 - Ground water development was encouraged by Idaho Power Company and others.

SWC CALL AGREEMENT

- Disaster was averted.
- Settlement Agreement addressed issues in 2015 (near-term) and beyond (2016 and forward).
- Settlement has now been approved by all of the ground water districts, subject to more detail being developed on one major item—the reduction of 240KAF of consumptive use each year on the ESPA.

SWC SETTLEMENT TERMS

- Objectives
 - Mitigation
 - Safe Harbor
 - Stabilize aquifer levels and increase water supplies
 - Minimize economic impact
 - Increase reliability of measurement/compliance/enforcement
- Near Term Practices
 - 110,000 acre-feet of storage water

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- \$1.1 Million towards existing conversions
- Long Term Practices
 - Ground water diversions reduced by 240,000 acre-feet/year
 - 50,000 acre-feet/year of storage water
 - Continue existing conversions
 - Shorten irrigation season (April 1 – October 31)
 - Measuring devices by 2018
 - State sponsored recharge equal to 250,000 acre-feet/year

SWC CALL AGREEMENT

- SWC-IGWA Agreement should be celebrated, but there are no specific provisions for municipalities.
- The condition requiring ground water district members to reduce pumping by 240KAF could effectively mean that a municipality can no longer grow.

240kAF REDUCTION ALLOCATED BY DISTRICT

District	Current AF Diverted*	% Share of 240kAF	% Reduction	AF Reduction	Future AF Diverted
A&B ID	173,384	7.7%	10.7%	18,588.09	154,796
Aberdeen-American Falls GWD	303,532	13.6%	10.7%	32,540.96	270,991
Bingham GWD	469,143	21.0%	10.7%	50,295.72	418,847
Bonneville-Jefferson GWD	117,800	5.3%	10.7%	12,629.06	105,171
Carey Valley GWD	7,995	0.4%	10.7%	857.13	7,138
Fremont-Madison ID	13,600	0.6%	10.7%	1,458.02	12,142
Jefferson-Clark GWD	333,467	14.9%	10.7%	35,750.22	297,717
Madison GWD	86,448	3.9%	10.7%	9,267.89	77,180
Magic Valley GWD	332,327	14.8%	10.7%	35,628.00	296,699
North Snake GWD	209,758	9.4%	10.7%	22,487.66	187,270
Raft River GWD	20	0.0%	10.7%	2.14	18
Southwest ID	191,172	8.5%	10.7%	20,495.10	170,677
TOTALS	2,238,646	100%		240,000.00	1,998,646

*Presently calculated based on IDWR crop irrigation requirement data; will be replaced with actual measured diversions for each district (data being collected)

SWC CALL

- Draft Mitigation Plan at 4:
 - “Unfortunately, there are no specific provisions in the SWC-IGWA Agreement that address issues specific to municipalities, municipal water use, the unique dual nature of municipal water rights possessing consumptive and non-consumptive components, the water use patterns of municipalities, the inherent growth that municipalities will face in the future, how future growth can occur under the settlement framework, and the relatively overall minor percentage of ground water use from municipalities as compared to ground water usage for irrigated agriculture. While the terms of the SWC-IGWA Agreement fit nicely into an agricultural-based framework, the terms do not fit as well for municipalities.”
- No “Safe Harbor”:
 - If you do not sign on to the SWC-IGWA Agreement, your water rights will effectively be managed as though you were not part of the Agreement.

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- In other words, you face the possibility of curtailment each year.
- City of Idaho Falls Options:
 - Submit the City's own CM Rule 43 mitigation plan.
 - Join the Bonneville-Jefferson Ground Water District for mitigation purposes and be subject to the SWC-IGWA Agreement.
 - You will pay an assessment each year to pay for BJGWD's pro rate share of expenses associated with the Agreement.
 - Do nothing and hope for an ample water supply.
 - IDWR will curtail municipal water rights.
- Recommendation: Submit a CM Rule 43 Mitigation Plan.
 - A coalition of southern Idaho cities have already submitted theirs, and it has been protested. A pre-hearing conference has been scheduled for October 6, 2015.
 - The cities are Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone, and Wendell.
- Review of *City of Idaho Falls CM Rule 43 Mitigation Plan*.
 - Credit for return flows from City's wastewater treatment facility.
 - Use of storage water allocated to the City's PWUI shares for direct delivery to injured members of the SWC.
 - Ground water recharge activities.
 - Delivery of unused irrigation district water allocated to City property.
 - Rental of water from the Idaho State Water Supply Bank or the Water District 1 Rental Pool.
 - Private lease for either surface or ground water rights.

Director Fredericksen stated he will be requesting Council approval for submittal of a Water Mitigation Plan and also requesting Council approval to allow staff to collect surface water rights once final plats are approved. After brief discussion, the Council requested adequate time to review the Water Mitigation Plan and will schedule the approval at the October 8, 2015, Regular Council Meeting. After further discussion, it was moved by Councilmember Parry, seconded by Councilmember Hally, to include as condition on plat that water rights would not be petitioned out and the City would retain and take over assessment. Roll call as follows:

Aye: Councilmember Parry
 Councilmember Ehardt
 Councilmember Hally
 Councilmember Lehto

Nay: None

Motion carried.

There being no further business, it was moved by Councilmember Hally, seconded by Councilmember Ehardt, that the meeting adjourn at 5:43 p.m., which passed by unanimous vote.

CITY CLERK

MAYOR

SEPTEMBER 24, 2015 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, September 24, 2015, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

There were present:

Mayor Rebecca Casper
Councilmember David M. Smith (by phone)
Councilmember Sharon Parry
Councilmember Barbara Ehardt
Councilmember Ed Marohn

Absent:

Councilmember Tom Hally
Councilmember Michael Lehto

Also present:

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

Mayor Casper invited Boy Scout Wyatt Jenkins to come forward and lead those present in the Pledge of Allegiance.

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

CONSENT AGENDA ITEMS:

Office of the Mayor requested the appointment of Pamela Alexander to Municipal Services Director.

Idaho Falls Power requested Power Transactions ratification.

Attached 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.

The City Clerk requested 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.

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

The City Clerk requested Council ratification for the publication of legal notices calling for public hearings on September 24, 2015.

SEPTEMBER 24, 2015 - Unapproved

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

Aye: Councilmember Parry
Councilmember Ehardt
Councilmember Smith
Councilmember Marohn

Nay: None

Motion carried.

REGULAR AGENDA ITEMS:

Municipal Services Department submitted the following items for Council consideration:

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.

s/ Craig Rockwood

It was moved by Councilmember Marohn, seconded by Councilmember Parry, 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. Roll call as follows:

Aye: Councilmember Marohn
Councilmember Ehardt
Councilmember Parry
Councilmember Smith

Nay: None

Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Craig Rockwood, Municipal Services Director
Subject: 2015-2016 Line Clearance Project for Idaho Falls Power

SEPTEMBER 24, 2015 - Unapproved

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.

	Price per hour	Price per 8 hours	Price per overtime rate
Qualified Working Foreman	\$38.48	\$307.84	\$48.87
Qualified Trimmer	\$26.23	\$209.84	\$33.31
Qualified Ground Person	\$18.37	\$146.96	\$23.34
55' Aerial Lift with Chip Box	\$16.25	\$130.00	\$16.25
Chipper	\$3.73	\$29.84	\$3.73
Pickup	\$7.19	\$57.52	\$7.19
Trimmer Trainee	\$24.23	\$193.84	\$30.77
Split Dump Truck	\$10.33	\$82.64	\$10.33
Stump Grinder	\$4.13		
Garlon 4 per ounce	\$57.26		

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.

s/ Craig Rockwood

Director Rockwood appeared and explained a sole source bid relates to one (1) specific item, such as a fire truck, whereas a sole bid indicates only one (1) bid was submitted for the specified project.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, 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. Roll call as follows:

Aye: Councilmember Ehardt
 Councilmember Marohn
 Councilmember Parry
 Councilmember Smith

Nay: None

Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Craig Rockwood, Municipal Services Director
Subject: 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.

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BIDDER	1) Rhodehouse Construction Inc. Rigby, Idaho
Price per kgal-mi (Approximate 205,000)	\$1.44
Extended Price	\$295,200.00

s/ Craig Rockwood

It was moved by Councilmember Marohn, seconded by Councilmember Ehardt, 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. Roll call as follows:

Aye: Councilmember Parry
Councilmember Marohn
Councilmember Smith
Councilmember Ehardt

Nay: None

Motion carried.

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

s/ Craig Rockwood

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to accept the low bid of Thatcher Company for the above listed Sections and authorize the Mayor to sign any necessary documents. Roll call as follows:

Aye: Councilmember Parry
Councilmember Ehardt

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Councilmember Smith
Councilmember Marohn

Nay: None

Motion carried.

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.

s/ Craig Rockwood

Director Weitzel appeared and stated the boards are in need of repair for safety reasons. He indicated the Idaho Falls Youth Hockey Association has donated \$35,000.00 toward the cost of said boards. He stated the request was for a 6" board that will assist with strength and durability, especially with the yearly process of assembly/dismantling. Director Weitzel also stated the Becker boards are installed by a channel system versus a single bolt hole for alignment. He commented the Zamboni driver will occasionally push the boards, thereby causing breakage of the current single bolt. He indicated Becker will also supervise with the installation of the boards utilizing an x-ray-type machine to avoid any water lines. Director Rockwood stated the funds for this project are in the current fiscal year and if the bid is not awarded, the funds will not carry to the 2015-16 Fiscal Year. Discussion followed including the possible concerns of Councilmember Lehto. Director Weitzel believes this is the best system for the City and will provide safety for all users. After further brief discussion it was moved by Councilmember Marohn, seconded by Councilmember Smith 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. Roll call as follows:

Aye: Councilmember Smith
Councilmember Marohn

Nay: Councilmember Ehardt
Councilmember Parry

There being a tie vote, Mayor Casper voted Aye.

Motion carried.

MEMORANDUM

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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.

Contractor	Alan Clark Const.	C.R. Clark Const.	Pacific West Const.	D.L. Beck Inc.	Shook Const.
Base Bid	\$388,500.00	\$386,700.00	\$336,978.00	\$440,000.00	\$369,703.00

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

s/ Craig Rockwood

Councilmember Marohn stated this project will be to utilize office space for Cayenta software personnel as well as relocate some of the current IT staff. This will allow enhanced security to the computer mainframe at its current location. He stated the City currently owns the facility and the funding for the project is in the 2014-15 Fiscal Year budget. Director Rockwood stated the contract with Cayenta specifies office space for the next three (3) years.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, 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. Roll call as follows:

Aye: Councilmember Smith
Councilmember Ehardt
Councilmember Marohn

Nay: Councilmember Parry

Motion carried.

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.

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s/ Craig Rockwood

Director Weitzel stated this bid award is for signage at the zoo and the project will occur in three (3) phases. Phase three (3) is included in the 2015-16 Fiscal Year budget.

It was moved by Councilmember Marohn, seconded by Councilmember Parry, 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. Roll call as follows:

Aye: Councilmember Smith
Councilmember Marohn
Councilmember Ehardt
Councilmember Parry

Nay: None

Motion carried.

Idaho Falls Airport submitted the following item for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Craig H. Davis, Airport Director
Subject: 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.

s/ Craig H. Davis

Director Davis appeared and explained the Airport only had a 48-hour timeframe to accept the grant from the FAA as this grant came from discretionary funds. This is additional discretionary funds and will be utilized to replace a larger section of the Air Carrier ramp pavement. He stated the project will begin construction in spring of 2016.

It was moved by Councilmember Parry, seconded by Councilmember Smith, to ratify the acceptance 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. Roll call as follows:

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Aye: Councilmember Marohn
Councilmember Ehardt
Councilmember Parry
Councilmember Smith

Nay: None

Motion carried.

The Parks and Recreation Department submitted the following items for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Greg A. Weitzel, Director, Parks and Recreation Department
Subject: Veterinary Services Independent Contractor Agreement

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.

s/ Greg A Weitzel

Director Weitzel stated Dr. Rhonda Aliah has been providing veterinary services at the Idaho Falls Zoo for many years and the City is very grateful for her, and her staff's, expertise.

It was moved by Councilmember Marohn, seconded by Councilmember Parry, 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. Roll call as follows:

Aye: Councilmember Smith
Councilmember Parry
Councilmember Ehardt
Councilmember Marohn

Nay: None

Motion carried.

MEMORANDUM

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To: Honorable Mayor and City Council
From: Greg A. Weitzel, Director, Parks and Recreation Department
Subject: Parks and Recreation Commission Ordinance Changes

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.

s/ Greg A Weitzel

It was moved by Councilmember Marohn, seconded by Councilmember Ehardt, 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. Roll call as follows:

Aye: Councilmember Marohn
Councilmember Parry
Councilmember Smith
Councilmember Ehardt

Nay: None

Motion carried.

At the request of Mayor Casper, the City Clerk read the Ordinance by title only.

ORDINANCE NO. 3026

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.

MEMORANDUM

To: Honorable Mayor and City Council
From: Greg A. Weitzel, Director, Parks and Recreation Department
Subject: 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.

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

s/ Greg A Weitzel

Director Weitzel indicated the Tautphaus Park Master Plan has been in development for several years from the request of the City Council. He stated the selection committee interviewed several consultants and unanimously approved the agreement with Design Workshop based on the qualifications process. Director Weitzel noted there was one (1) change to the agreement that will allow for reimbursement of travel expenses. Brief discussion followed regarding coordination of other City departments and community input related to Tautphaus Park.

It was moved by Councilmember Marohn, seconded by Councilmember Parry, 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. Roll call as follows:

Aye: Councilmember Ehardt
Councilmember Parry
Councilmember Smith
Councilmember Marohn

Nay: None

Motion carried.

The Human Resources Department submitted the following item for Council consideration:

MEMORANDUM

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.

Director Marsh appeared and explained this is a house-cleaning item for the Personnel Policy. The deadline for the amendment is October 1, 2015.

It was moved by Councilmember Marohn, seconded by Councilmember Ehardt, to approve the Resolution amending Section X, Work Week and Determination of Benefits, Paragraph C of the

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City of Idaho Falls Personnel Policy and authorize the Mayor to execute necessary documents.
Roll call as follows:

Aye: Councilmember Parry
Councilmember Ehardt
Councilmember Smith
Councilmember Marohn

Nay: None

Motion carried.

RESOLUTION NO. 2015-29

A RESOLUTION AMENDING SECTION X, WORK WEEK AND DETERMINATION OF BENEFITS, PARAGRAPH C OF THE CITY OF IDAHO FALLS PERSONNEL POLICY.

WHEREAS, the City of Idaho Falls has adopted Personnel Policies, and

WHEREAS, it becomes necessary to amend the Personnel Policies from time to time, and

WHEREAS, Section X, Work Week and Determination of Benefits, Paragraph C of the City of Idaho Falls Personnel Policy does not meet the affordable coverage requirements as outlined in the Patient Protection and Affordable Care Act; and

WHEREAS, the City of Idaho Falls desires to be compliant with the Patient Protection Affordability Act.

NOW, THEREFORE, the City Council of the Idaho Falls resolves to amend SECTION X, WORK WEEK AND DETERMINATION OF BENEFITS, PARAGRAPH C OF THE CITY OF IDAHO FALLS PERSONNEL POLICY as attached.

This policy supersedes all previous personnel policies.

PASSED by the City of Idaho Falls City Council this September 24, 2015.

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

ATTEST: (SEAL)
s/ Kathy Hampton
Kathy Hampton, City Clerk

Idaho Falls Power submitted the following items for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Jackie Flowers, General Manager

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Subject: 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.

Director Flowers appeared and explained this change orders involves time and materials due to the complexities of refurbishment of the 1940's facility. She stated newer techniques are being applied to the older facility. She commented Change Order Numbers 1, 3, and 4 were not approved by staff due to the consultants recommendations.

It was moved by Councilmember Ehardt, seconded by Councilmember Marohn, to approve Change Order #2 for \$163,730.00 and authorize the Mayor to execute the document. Roll call as follows:

Aye: Councilmember Marohn
Councilmember Ehardt
Councilmember Parry
Councilmember Smith

Nay: None

Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Jackie Flowers, General Manager
Subject: 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.

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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.

It was moved by Councilmember Ehardt, seconded by Councilmember Marohn, to approve Change Order #5 for \$10,152.95 and authorize the Mayor to execute the document. Roll call as follows:

Aye: Councilmember Ehardt
Councilmember Marohn
Councilmember Parry
Councilmember Smith

Nay: None

Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Jackie Flowers, General Manager
Subject: 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.

It was moved by Councilmember Ehardt, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Parry
Councilmember Marohn

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Councilmember Smith
Councilmember Ehardt

Nay: None

Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Jackie Flowers, General Manager
Subject: 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.

It was moved by Councilmember Ehardt, seconded by Councilmember Marohn, to authorize to negotiate a contract with Chapman and Cutler, LLP for an amount not to exceed \$30,000.00. Roll call as follows:

Aye: Councilmember Parry
Councilmember Ehardt
Councilmember Smith
Councilmember Marohn

Nay: None

Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Jackie Flowers, General Manager
Subject: 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.

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It was moved by Councilmember Ehardt, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Smith
Councilmember Ehardt
Councilmember Marohn
Councilmember Parry

Nay: None

Motion carried.

Public Works submitted the following items for Council consideration:

MEMORANDUM

To: Honorable Mayor & City Council
From: Chris H Fredericksen, Public Works Director
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.

s/ Chris H Fredericksen

It was moved by Councilmember Ehardt, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Smith
Councilmember Parry
Councilmember Ehardt
Councilmember Marohn

Nay: None

Motion carried.

MEMORANDUM

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To: Honorable Mayor & City Council
From: Chris H Fredericksen, Public Works Director
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.

s/ Chris H Fredericksen

It was moved by Councilmember Ehardt, seconded by Councilmember Marohn, to authorize the City Attorney to prepare documents needed to accomplish the easement vacation referenced as Instrument Number 804366. Roll call as follows:

Aye: Councilmember Smith
Councilmember Marohn
Councilmember Ehardt
Councilmember Parry

Nay: None

Motion carried.

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: Business Improvement District Management Agreement

Attached 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.

Director Cramer appeared and stated this is a yearly management agreement in conjunction with the BID Ordinance.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, to approve the Business Improvement District (BID) Management Agreement between the City of Idaho Falls

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and the Idaho Falls Downtown Development Corporation and authorize the Mayor to execute any necessary documents. Roll call as follows:

Aye: Councilmember Marohn
Councilmember Ehardt
Councilmember Parry
Councilmember Smith

Nay: None

Motion carried.

MEMORANDUM

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

Attached is the application for a Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Waters Edge Business Park, 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.

Director Cramer appeared and stated this is a one-lot plat. The name of this plat was previously known as Printcraft Addition. 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 of vicinity map
Slide 4: Final Plat
Slide 5: Photo looking west across property
Slide 6: Additional photo looking west across property

It was moved by Councilmember Parry, seconded by Councilmember Marohn, to approve the Development Agreement for Waters Edge Business Park, Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows:

Aye: Councilmember Smith
Councilmember Parry
Councilmember Ehardt
Councilmember Marohn

Nay: None

Motion carried.

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

Aye: Councilmember Marohn
 Councilmember Parry
 Councilmember Smith
 Councilmember Ehardt

Nay: None

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Waters Edge Business Park, Division No. 1, and give authorization for the Mayor to execute the necessary documents. Roll call as follows:

Aye: Councilmember Ehardt
 Councilmember Parry
 Councilmember Smith
 Councilmember Marohn

Nay: None

Motion carried.

MEMORANDUM

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

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.

Director Cramer appeared with the following list of exhibits used in connection with this request:

Slide 1: Area of location under consideration
Slide 2: Aerial photo of vicinity map
Slide 3: Aerial photo of final plat

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Slide 4: Additional aerial photo of final plat
Slide 5: Final plat
Slide 6: Photo looking south across site
Slide 7: Photo looking north across site
Slide 8: Photo looking west
Slide 9: Photo looking east across site

It was moved by Councilmember Parry, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Parry
Councilmember Ehardt
Councilmember Smith
Councilmember Marohn

Nay: None

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Marohn
Councilmember Ehardt
Councilmember Parry
Councilmember Smith

Nay: None

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Avalon Village, Division No. 1, and give authorization for the Mayor to execute the necessary documents. Roll call as follows:

Aye: Councilmember Ehardt
Councilmember Marohn
Councilmember Parry
Councilmember Smith

Nay: None

Motion carried.

MEMORANDUM

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To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Ordinance to change Fountain Bleu Lane to Madison Avenue

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.

Director Cramer appeared and stated due to the French spelling of Bleu it could not be located in the GIS system.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Parry
Councilmember Marohn
Councilmember Smith
Councilmember Ehardt

Nay: None

Motion carried.

At the request of Mayor Casper, the City Clerk read the Ordinance by title only.

ORDINANCE NO. 3027

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.

MEMORANDUM

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

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

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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.

Mayor Casper opened the public hearing and stated all slides, Planning and Zoning Commission minutes, and staff reports be entered into the record.

Director Cramer appeared to explain this application request. Following is a list of exhibits used in connection with this request:

- Slide 1: Vicinity Map
- Slide 2: Aerial photo of vicinity map
- Slide 3: Additional aerial photo of vicinity map
- Slide 4: Comprehensive Plan Future Land Use map
- Slide 5: Final Plat
- Slide 6: Photo looking northeast across site
- Slide 7: Photo looking northwest across site

Mayor Casper requested any public comment.

Kurt Roland, 1331 Fremont Avenue, Idaho Falls, appeared. Mr. Roland indicated he was representing the owner/developer. He stated this site will be used for a medical building, and proper landscaping will occur.

Mayor Casper closed the public hearing.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Parry
Councilmember Ehardt
Councilmember Smith
Councilmember Marohn

Nay: None

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Smith
Councilmember Ehardt
Councilmember Marohn
Councilmember Parry

Nay: None

SEPTEMBER 24, 2015 - Unapproved

Motion carried.

At the request of Mayor Casper, the City Clerk read the Ordinance by title only.

ORDINANCE NO. 3028

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.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Smith
Councilmember Parry
Councilmember Ehardt
Councilmember Marohn

Nay: None

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Marohn 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, 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. Roll call as follows:

Aye: Councilmember Smith
Councilmember Marohn
Councilmember Ehardt
Councilmember Parry

Nay: None

Motion carried.

At the request of Mayor Casper, the City Clerk read the Ordinance by title only.

ORDINANCE NO. 3029

SEPTEMBER 24, 2015 - Unapproved

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.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Marohn
Councilmember Ehardt
Councilmember Parry
Councilmember Smith

Nay: None

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Smith
Councilmember Parry
Councilmember Ehardt
Councilmember Marohn

Nay: None

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Freeman Medical Plaza, Division No. 1, and give authorization for the Mayor to execute the necessary documents. Roll call as follows:

Aye: Councilmember Marohn
Councilmember Parry
Councilmember Smith
Councilmember Ehardt

Nay: None

Motion carried.

MEMORANDUM

SEPTEMBER 24, 2015 - Unapproved

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

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.

Mayor Casper opened the public hearing and stated all slides, Planning and Zoning Commission minutes, and staff reports be entered into the record.

Director Cramer appeared to explain this application request. Following is a list of exhibits used in connection with this request:

- Slide 1: Vicinity Map
- Slide 2: Aerial photo of vicinity map
- Slide 3: Additional aerial photo of vicinity map, final plat overlaid with preliminary plat
- Slide 4: Additional aerial photo of plat with surrounding land uses
- Slide 5: Comprehensive Plan Future Land Use map
- Slide 6: Final Plat
- Slide 7: Photo looking west from Calistoga Drive
- Slide 8: Photo looking west from Fire Thorn Drive
- Slide 9: Photo looking southwest across property
- Slide 10: Photo looking east across property

Mayor Casper requested any public comment.

Jeff Freiberg, 946 Oxbow, Idaho Falls, appeared. Mr. Freiberg had no comments but requested any questions from the Council. There were none.

Mayor Casper closed the public hearing.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Ehardt
Councilmember Parry
Councilmember Smith
Councilmember Marohn

Nay: None

SEPTEMBER 24, 2015 - Unapproved

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Parry
Councilmember Ehardt
Councilmember Smith
Councilmember Marohn

Nay: None

Motion carried.

At the request of Mayor Casper, the City Clerk read the Ordinance by title only.

ORDINANCE NO. 3030

AN ORDINANCE ANNEXING APPROXIMATELY 19.538 ACRES LOCATED SOUTH OF TOWNSHIP, EAST OF 5TH 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.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Marohn
Councilmember Ehardt
Councilmember Parry
Councilmember Smith

Nay: None

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Marohn 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, 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. Roll call as follows:

SEPTEMBER 24, 2015 - Unapproved

Aye: Councilmember Ehardt
Councilmember Marohn
Councilmember Parry
Councilmember Smith

Nay: None

Motion carried.

At the request of Mayor Casper, the City Clerk read the Ordinance by title only.

ORDINANCE NO. 3031

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.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Parry
Councilmember Marohn
Councilmember Smith
Councilmember Ehardt

Nay: None

Motion carried.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, 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. Roll call as follows:

Aye: Councilmember Parry
Councilmember Ehardt
Councilmember Smith
Councilmember Marohn

Nay: None

Motion carried.

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

SEPTEMBER 24, 2015 - Unapproved

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

Aye: Councilmember Smith
 Councilmember Ehardt
 Councilmember Marohn
 Councilmember Parry

Nay: None

Motion carried.

MEMORANDUM

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

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.

Director Cramer stated the over the course of previous years, numerous updates had been made to the Zoning Ordinance but were not compiled into one official record. This Ordinance includes all previous updates.

Mayor Casper opened the public hearing and stated all slides, Planning and Zoning Commission minutes, and staff reports be entered into the record.

Mayor Casper requested any public comment. No one appeared.

Mayor Casper closed the public hearing.

It was moved by Councilmember Parry, seconded by Councilmember Marohn, to approve the 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. Roll call as follows:

Aye: Councilmember Smith
 Councilmember Parry
 Councilmember Ehardt
 Councilmember Marohn

Nay: None

Motion carried.

SEPTEMBER 24, 2015 - Unapproved

At the request of Mayor Casper, the City Clerk read the Ordinance by title only.

ORDINANCE NO. 3032

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO; AMENDING AND MOVING THE IDAHO FALLS ZONING ORDINANCE (ORDINANCE NO. 1941) TO THE CITY CODE TO BE CODIFIED THEREIN; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Mayor Casper announced upcoming activities, including the Hydro Power Heritage with a bond fire to follow, the annual Idaho Falls Power Open House and the Pancheri Drive ribbon-cutting.

There being no further business, it was moved by Councilmember Ehardt, seconded by Councilmember Parry, to adjourn the meeting at 9:25 p.m. which followed by a unanimous vote.

CITY CLERK

MAYOR

City of Idaho Falls
Expenditure Summary
From 9/01/2015 To 9/30/2015

Fund	Total Expenditure
General Fund	1,247,481.40
Street Fund	470,613.18
Recreation Fund	62,568.35
Library Fund	54,454.51
MERF Fund	95,595.75
EL Public Purpose Fund	76,675.96
Golf Fund	91,303.64
Self-Insurance Fund	63,813.31
Street Capital Imp Fund	315,210.16
Traffic Light Cap Imp F	29,313.00
Airport Fund	139,809.84
Water & Sewer Fund	1,421,674.28
Sanitation Fund	38,580.09
Ambulance Fund	24,194.26
Electric Light Fund	3,073,289.88
Payroll Liability Fund	2,591,205.97
	9,795,783.58

SEPTEMBER 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.

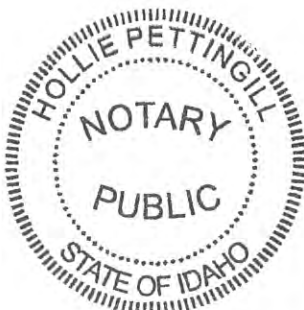

Kenneth McOmber

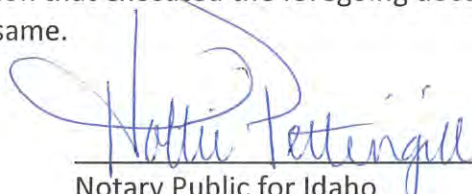
10-8-15
Date Signed

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 8th day of October, 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.




Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 3-26-2021

September 2015 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT KENNETH MCOMBER TREASURER SEPTEMBER, 2015											
FUND	BEGINNING CASH	BEGINNING BALANCE	TOTAL RECEIPTS	MATURED INVESTMTS	JOURNAL DEBIT	TOTAL EXPENSES	NEW INVESTS	JOURNAL CREDITS	CASH ON HAND	INVESTED FUNDS	ENDING BALANCE
GENERAL	2,281,366.88	17,886,366.88	734,848.24	3,000,000.00	1,973,407.16	3,854,869.83	2,500,000.00	961,265.71	673,486.74	15,105,000.00	15,778,486.74
HEALTH & ACCIDENT INSUR.	842,608.32	2,472,573.43	-	-	-	-	-	-	842,608.32	1,629,965.11	2,472,573.43
STREET	(2,473,834.78)	(2,473,834.78)	1,700.00	-	132,012.38	570,771.97	-	36,725.00	(2,947,619.37)	-	(2,947,619.37)
RECREATION	179,442.80	379,442.80	43,971.96	-	-	107,806.45	-	12,345.17	103,263.14	200,000.00	303,263.14
LIBRARY	538,814.72	1,438,814.72	17,558.88	200,000.00	-	158,939.65	200,000.00	7,542.03	389,891.92	900,000.00	1,289,891.92
AIRPORT PFC FUND	102,581.03	102,581.03	21,125.62	-	-	-	-	102,581.03	21,125.62	-	21,125.62
MUNICIPAL EQUIP. REPLCMT.	2,292,389.17	16,298,846.40	9,193.76	2,624,217.22	244,750.00	95,595.75	3,499,933.33	518,344.94	1,056,676.13	14,882,173.34	15,938,849.47
EL. LT. WEATHERIZATION FD	170,390.67	1,670,390.67	131,398.28	400,000.00	-	62,562.96	400,000.00	-	239,225.99	1,500,000.00	1,739,225.99
BUSINESS IMPRV. DISTRICT	77,876.63	77,876.63	-	-	-	-	-	-	77,876.63	-	77,876.63
EL. LT. RATE STABILIZATION FD	2,952,697.86	20,181,399.52	35,802.86	7,138,210.00	-	-	8,297,000.00	-	1,829,710.72	18,387,491.66	20,217,202.38
EL. LT. T&D CAPITAL ACCOUNT	2,100,000.00	15,214,728.64	-	-	-	-	-	-	2,100,000.00	13,114,728.64	15,214,728.64
GOLF	(139,133.98)	(139,133.98)	218,224.61	-	-	198,600.98	-	42,965.66	(162,476.01)	-	(162,476.01)
GOLF CAPITAL IMPROVEMENT	185,186.82	185,186.82	-	-	6,722.68	-	-	-	191,909.50	-	191,909.50
SELF-INSURANCE FD.	1,881,699.38	1,881,699.38	97,276.81	-	-	53,064.70	1,300,000.00	-	625,911.49	1,300,000.00	1,925,911.49
SANITARY SEWER CAP IMP.	922,837.18	922,837.18	48,413.40	-	-	-	400,000.00	-	571,250.58	400,000.00	971,250.58
MUNICIPAL CAPITAL IMP.	916,547.48	1,016,547.48	2,709.27	-	-	-	-	600,000.00	319,256.75	100,000.00	419,256.75
STREET CAPITAL IMPRV.	(224,708.74)	(24,708.74)	-	-	600,000.00	315,210.16	-	-	60,081.10	200,000.00	260,081.10
BRIDGE & ARTERIAL STREET	101,982.42	101,982.42	2,816.25	-	-	-	-	-	104,798.67	-	104,798.67
WATER CAPITAL IMPR.	1,782,409.19	1,982,409.19	83,968.00	-	-	-	1,000,000.00	-	866,377.19	1,200,000.00	2,066,377.19
SURFACE DRAINAGE	71,576.58	71,576.58	368.03	-	-	-	-	-	71,944.61	-	71,944.61
TRAFFIC LIGHT CAPITAL IMPRV	35,973.60	1,235,973.60	97.82	200,000.00	31,250.00	29,313.00	-	2,172.89	235,835.53	1,000,000.00	1,235,835.53
PARKS CAPITAL IMPROVEMENT	64,596.51	64,596.51	5,654.00	-	-	-	-	-	70,250.51	-	70,250.51
AIRPORT	795,378.45	3,495,378.45	338,489.38	500,000.00	43,636.23	219,463.93	600,000.00	55,921.00	802,119.13	2,800,000.00	3,602,119.13
WATER & SEWER	1,957,788.29	25,718,323.97	1,881,412.17	6,206,500.00	-	1,744,640.37	5,600,000.00	456,162.07	2,244,898.02	23,154,035.68	25,398,933.70
W & S EQUIPMENT REPLACE	303,132.39	998,132.39	1,203.25	200,000.00	-	-	200,000.00	-	304,335.64	695,000.00	999,335.64
W & S SANITARY INTERCPT	132,385.41	732,385.41	1,203.25	200,000.00	-	-	200,000.00	-	133,588.66	600,000.00	733,588.66
SANITATION	(407,680.37)	792,319.63	364,248.27	400,000.00	502,894.42	189,132.59	-	71,696.00	598,633.73	800,000.00	1,398,633.73
AMBULANCE	(730,942.43)	(730,942.43)	578,075.29	-	-	306,592.87	-	60,341.50	(519,801.51)	-	(519,801.51)
ELECTRIC LIGHT	2,194,546.23	11,644,546.23	4,299,794.81	445,000.00	-	3,608,580.73	1,445,000.00	606,609.87	1,279,150.44	10,450,000.00	11,729,150.44
PAYROLL FUND	33,726.43	33,726.43	4,565,019.13	-	-	4,530,246.54	-	-	68,499.02	-	68,499.02
PAYROLL EMPL. CHECKS	30,000.00	30,000.00	627,146.20	-	-	627,146.20	-	-	30,000.00	-	30,000.00
CLAIMS FUND	-	-	3,820,685.91	-	-	3,820,685.91	-	-	-	-	-
TOTAL ALL FUNDS	18,971,634.14	123,262,022.46	17,932,405.45	21,513,927.22	3,534,672.87	20,493,224.59	25,641,933.33	3,534,672.87	12,282,808.89	108,418,394.43	120,701,203.32

September 2015 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT
CASH AND INVESTMENT REPORT
Sep-15

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS		INVESTMENT TYPE	INVESTMENTS				
INSTITUTION	AMOUNT		TIME TO MATURITY				TOTAL
			1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS	
BPA Loan Imprest (BICLI)	\$113,369.43	Certificate of Deposit	\$735,000.00	\$2,000,000.00	\$2,785,000.00	\$6,240,000.00	\$11,760,000.00
El. Lt. Imprest (BIELI)	\$173,324.68						
Refund Acct. (BIRFD)	\$119,559.80	Money Market (Collateralized)	\$2,020,000.00	\$0.00	\$0.00	\$0.00	\$2,020,000.00
Wells Fargo Bank	\$2,249,309.41						
Petty Cash	\$14,740.00	U.S. Securities	\$0.00	\$5,000,000.00	\$0.00	\$8,145,537.46	\$13,145,537.46
US Bank (US)	\$5,255,604.32						
US Bank Payroll (USPAY)	\$30,000.00	Commercial Paper	\$21,983,995.56	\$37,939,695.56	\$0.00	\$0.00	\$59,923,691.12
US Bank Hitt Rd (USPW)	\$1,400,000.00						
Wells Fargo Bank (WELLS)	\$2,919,233.16						
Key Bank	\$7,668.09	Corporate Bonds	\$3,061,785.27	\$39,466.85	\$4,020,000.00	\$14,432,913.73	\$21,554,165.85
		TOTAL	\$27,800,780.83	\$44,979,162.41	\$6,805,000.00	\$28,818,451.19	\$108,403,394.43
TOTAL	\$12,282,808.89						

REGULAR AGENDA:



CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220
www.idahofallsidaho.gov

Planning Department • (208) 612-8276

FAX (208) 612-8520

Building Department • (208) 612-8270

BGC-080-15

MEMORANDUM

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

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

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

Cc: Kathy Hampton
File



Legend

- Final Plat
- Annexation

RP

RP-A

R-1

R-2

R2A

R-3

R-3A

PB

MS

RSC-1

C-1

HC-1

CC-1

GC-1

R&D-1

M-1

I&M-1

I&M-2

RMH

PT-1

PT-2

PT-2 & T-1

PUD

T-1

T-2

30' Setback

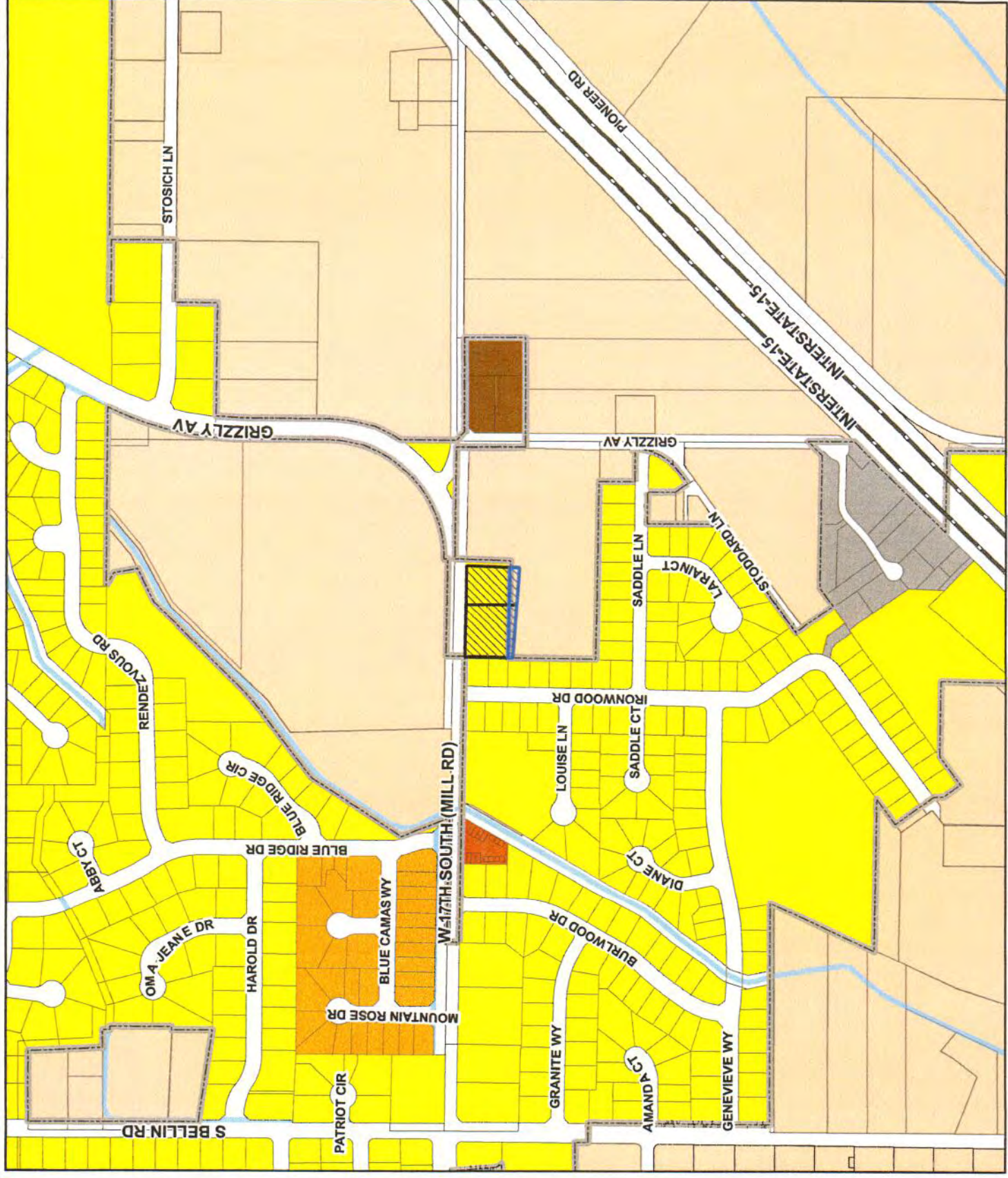
50' Setback

City Limits

Area of Impact

1" = 500'

Date: 04/21/2015





GRIZZLY AV

GRIZZLY AV

STODDARD LN

LA RAIN CT

SADDLE LN

W 17TH SOUTH (MILL RD)

IRONWOOD DR

LOUISE LN

SADDLE CT














BLUE RIDGE CIR

BLUE RIDGE DR

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

Annexation, Initial Zoning & Final Plat

Trumblee Acres Division 1

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

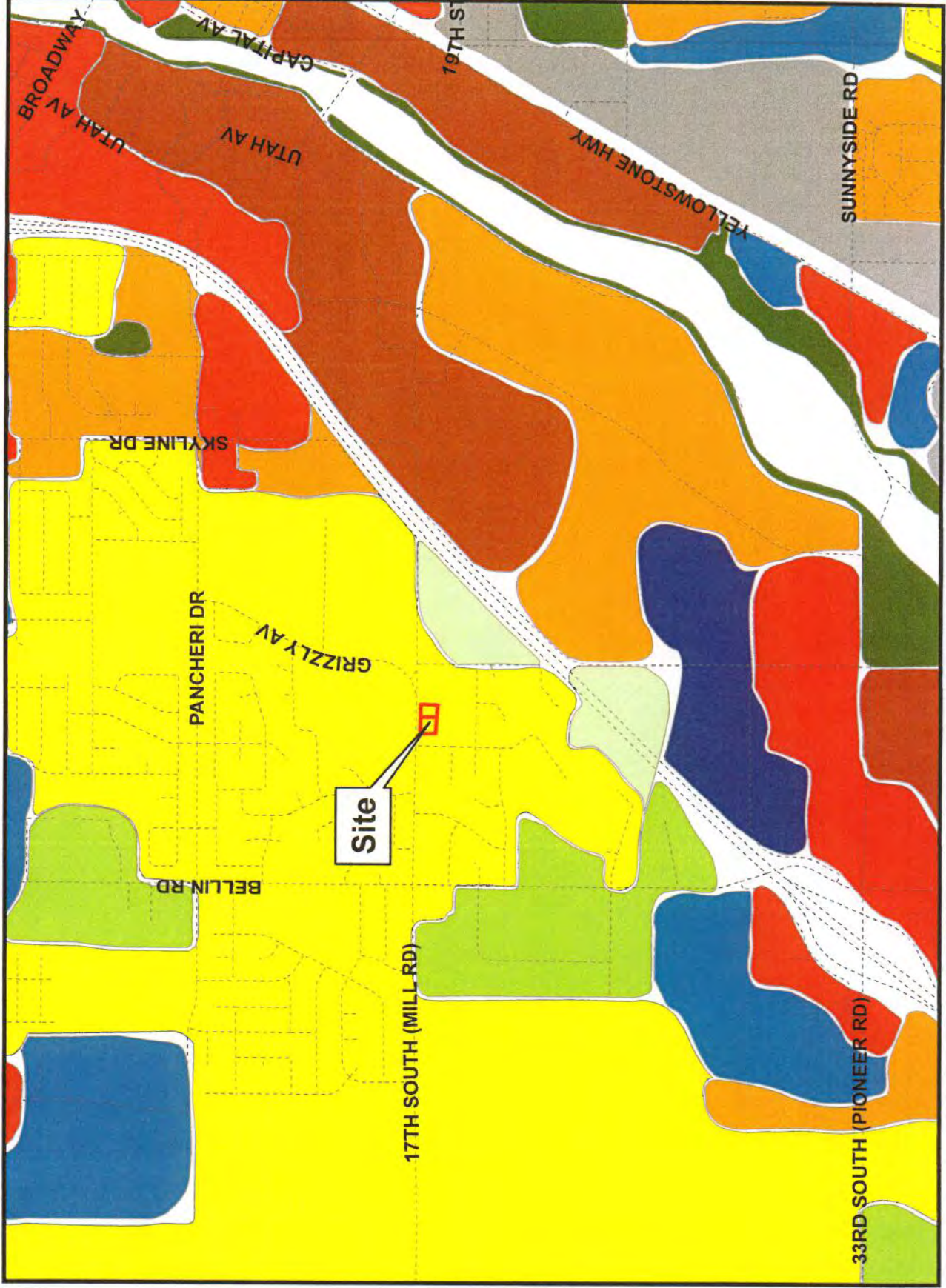


Comprehensive Plan

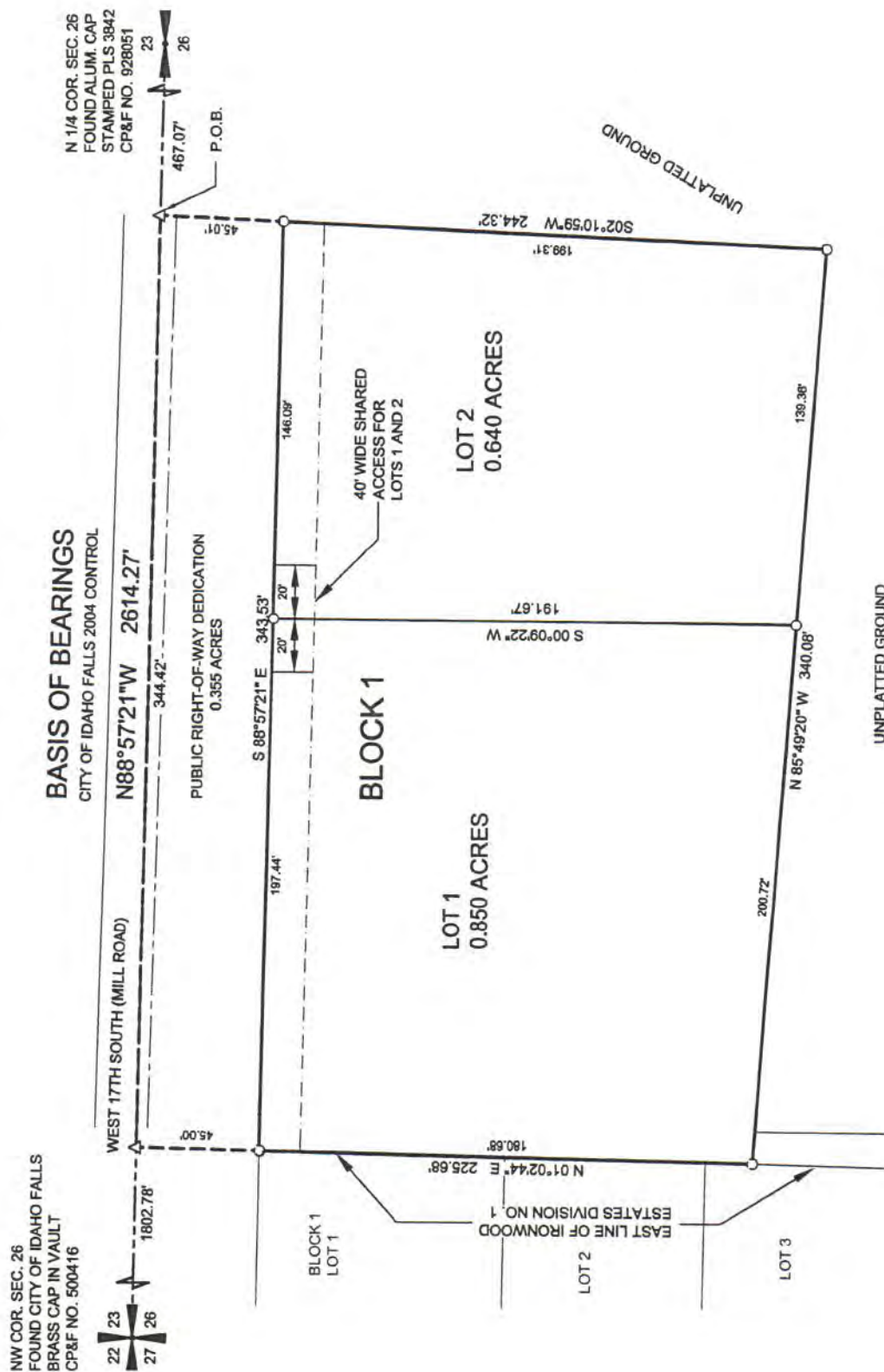


Planning Department
P.O. Box 50220
380 Constitution Way
Idaho Falls, ID 83405
(208) 612-8276

Date: 03/30/2015



DIVISION NO. 1 AN ADDITION TO THE CITY OF
IDAHO FALLS BONNEVILLE COUNTY, IDAHO
PART OF THE
NE 1/4 OF THE NW 1/4 OF
SECTION 26, T. 2 N., R. 37 E.B.M.



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

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

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

Applicant:

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

No one appeared in support or opposition of the application.

Morrison closed the public hearing.

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

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

Applicant did not want to address the Board.

No one appeared in support or opposition to application.

Morrison closed the public hearing.

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

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

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

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



Community
Development
Services

Applicant: Harper Leavitt
Engineering

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

Size:
Annexation: 0.211 acres
Final Plat: 1.845 acres

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

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

Future Land Use Map:
Low Density

Attachments:
1. Maps and aerial photos
2. Final Plat

Requested Action: To **recommend** to the Mayor and City Council annexation, with an initial zoning of R-1 and approval of a final plat, for property located south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive.

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

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

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

Recommendation: Staff has reviewed the annexation, initial zoning and final plat and finds that it meets the minimum requirements for annexation, is consistent with the Comprehensive Plan and the R-1 Zone and complies with the subdivision ordinance. Staff would recommend approval.

Comprehensive Plan Policies:

Encourage development in areas served by public utilities or where extensions of facilities are least costly. Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may re-develop to more intensive uses which use existing utilities. (Page 67)

Zoning Ordinance:

7-3 R-1 RESIDENCE ZONE

7-3-1 General Objectives and Characteristics. The objective in establishing the R-1 Zone is to provide a residential environment within the City which is characterized by somewhat smaller lot widths, and a somewhat denser residential environment than is characteristic of the RP-A Residence Park Zone. Also characteristic of this Zone are residential amenities adequate to maintain desirable residential neighborhoods. The principle permitted uses in the R-1 Residence Zone shall be one family dwellings and certain other public facilities which are necessary to promote and maintain stable residential neighborhoods.

7-3-2 Use Requirements. The following uses shall be permitted in the R-1 Zone:

- A. Any use permitted in the RP Residence Park Zone, and in the RP-A Residence Park Zone.
- B. Home occupations.
- C. Cemeteries, when approved by the Planning Commission as a conditional use.
- D. Day Care Centers when approved by the Planning Commission and City Council as a conditional use.
- E. Single-family attached dwellings when found to be in accordance with Section 7-3-10 and approved by the Planning Commission and City Council as a conditional use.

7-3-3 Area Requirements. An area of not less than six thousand (6,000) square feet shall be provided and maintained for each dwelling. No minimum area shall be required for other main buildings, except as may be required for conditional uses permitted in the zone.

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

7-3-5 Location of Buildings and Structures.

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

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

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

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

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

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

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

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

DEVELOPMENT AGREEMENT
TRUMBLEE ACRES

This DEVELOPMENT AGREEMENT, TRUMBLEE ACRES (hereinafter called "AGREEMENT"), made this _____ day of _____, 2015, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and MICHAEL A. TRUMBLEE, (hereinafter called "DEVELOPER"), whose mailing address is 2225 W. 17th S., Idaho Falls, Idaho 83402.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines, and other public improvements within the CITY; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision. Acceptance of the Subdivision shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

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

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

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

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

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

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

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;
- E. Withhold reimbursement of Subdivision inspection fees collected pursuant to Section 10-1-19 of the Idaho Falls City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

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

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

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

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

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Stand Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Entire Development Agreement. This writing evidences the final and complete agreement regarding the development of the subdivision described herein between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

27. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

OWNER

Michael A. Trumblee
Michael A. Trumblee

STATE OF IDAHO)

) ss.

County of Bonneville)

On this 6th day of July, 2015, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

(Seal)

STATE OF IDAHO)

) ss:

County of Bonneville)

On this 6th day of July, 2015, before me, the undersigned, a notary public, in and for said State, personally appeared Michael A. Trumblee, whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said limited liability company.

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

Janet B. Kopplow
Notary Public
State of Idaho

(Seal)

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

EXHIBIT "A"

Trumblee Acres

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

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

Parcel Contains 0.211 acres.

EXHIBIT "B"
SPECIAL CONDITIONS FOR
TRUMBLEE ACRES

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

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

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

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

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

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

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

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Parcel Contains 0.211 acres

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

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

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2015.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: “AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS; DESCRIBING SUCH LANDS; AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION FOR PROPERTY LOCATED SOUTH OF AND ADJACENT TO W. 17TH SOUTH (MILL ROAD), EAST OF IRONWOOD DRIVE

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

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

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on October 22, 2015; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 0.211 acre parcel located south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive.
3. The 2013 Comprehensive Plan Future Land Use Map designates this area as Low Density.
4. This is a category "A" annexation in which the property owner is requesting annexation to the city.
5. The applicant's initial zoning request is for R-1, Residence Zone complies with the Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation for the above described property.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2015

Rebecca L. Noah Casper, Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 0.211 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-1 ZONE; ESTABLISHING A COMPREHENSIVE PLAN DESIGNATION AS "LOW DENSITY RESIDENTIAL;" AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Section 1 is R-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Low Density Residential"; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on June 2, 105, and recommended approval of zoning the subject property to R-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on July 9, 2015.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

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

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

Parcel Contains 0.211 acres

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "R-1, Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2015.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING
FOR THE INITIAL ZONING OF APPROXIMATELY 0.211 ACRES
DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-1 ZONE;
ESTABLISHING A COMPREHENSIVE PLAN DESIGNATION AS
"LOW DENSITY RESIDENTIAL;" AND PROVIDING
SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING
EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

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

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

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

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on October 22, 2015; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 0.211 acre parcel located south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive.
3. The Zoning in this area includes R-1 and A-1, Agricultural within the County and has been developed with single family residential and agricultural uses.
4. The 2013 Comprehensive Plan Future Land Use Map designates this area as Low Density.
5. This is a category "A" annexation in which the property owner is requesting annexation to the city.
6. The applicant's initial request is for R-1, complies with the Comprehensive Plan.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of R-1 Residence Zone for the above described property.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2015

Rebecca L. Noah Casper, Mayor

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT FOR TRUMBLEE ACRES, DIVISION NO. 1, LOCATED SOUTH OF AND ADJACENT TO W. 17TH SOUTH (MILL ROAD), EAST OF IRONWOOD DRIVE

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

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

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on October 22, 2015; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 1.845 acre parcel located south of and adjacent to W. 17th South (Mill Road), east of Ironwood Drive.
3. The initial zoning for this property is proposed to be R-1, Residence Zone.
4. The subdivision includes two lots which meet the minimum requirements of the R-1 Zone.
5. All of the lots have frontage onto W. 17th South (Mill Road), but will need to utilize shared access as identified on the plat. As part of a previous annexation agreement the developer will be required to improve the south half of Mill Road for the extent of their frontage.
6. The final plat complies with the requirements set forth within the Subdivision Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the plat for Trumblee Acres, Division No. 1.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2015

Rebecca L. Noah Casper, Mayor



CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220
www.idahofallsidaho.gov

Planning Department • (208) 612-8276

FAX (208) 612-8520

Building Department • (208) 612-8270

BGC-144-15

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Final Plat and Reasoned Statement of Relevant Criteria and Standards, East Bank Plaza, Division No. 1
DATE: October 16, 2015





















Attached is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, East Bank Plaza, Division No. 1. The Planning and Zoning Commission considered this item at its December 2, 2014, meeting and recommended approval with the condition that a shared access agreement be provided by unanimous vote. Staff concurs with this recommendation. The application is now being submitted to the Mayor and City Council for consideration.

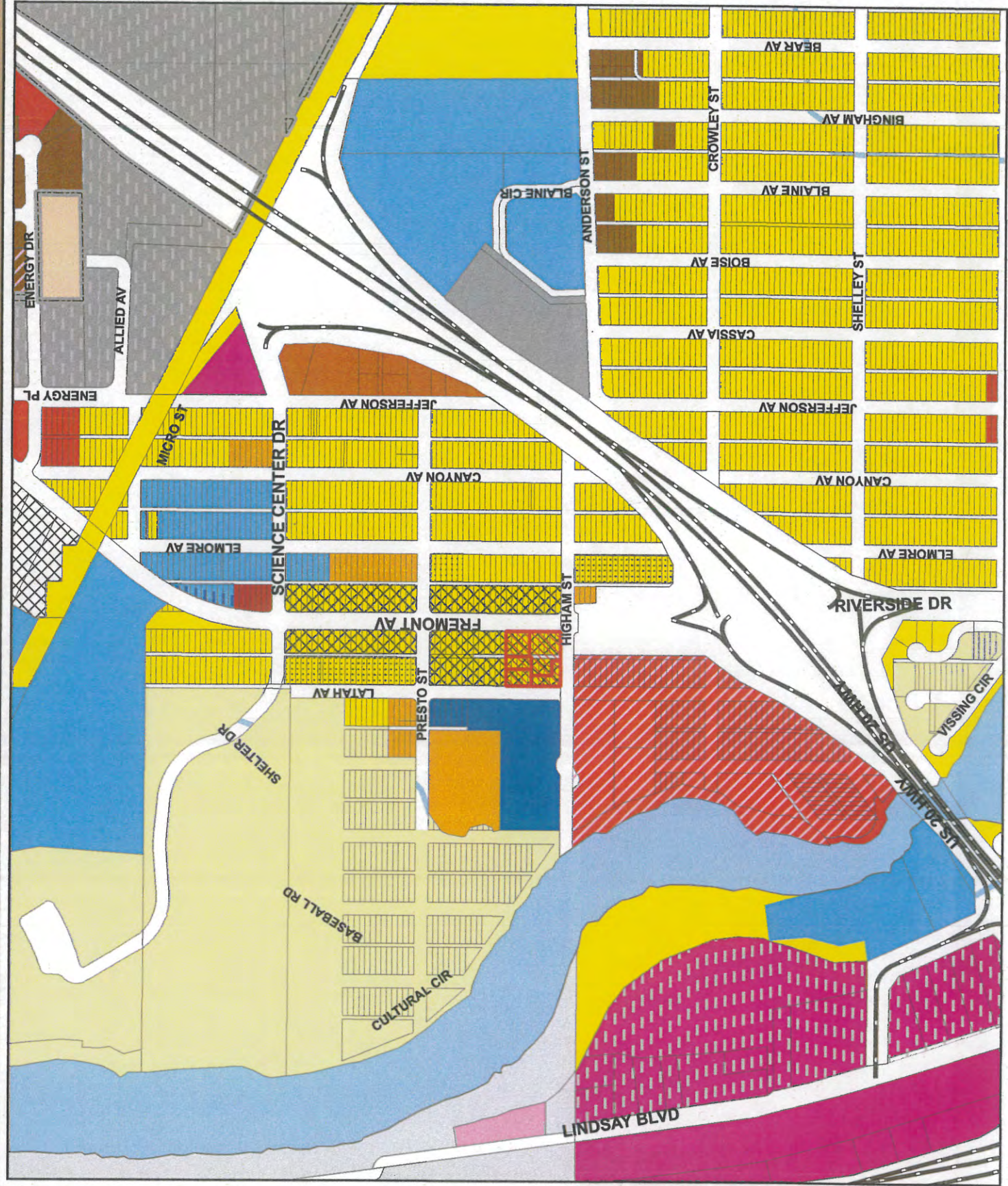
Attachments: Vicinity Map
Aerial Photo
Final Plat
Planning Commission Minutes, December 2, 2014
Staff Report, December 2, 2014
Reasoned Statement of Relevant Criteria and Standards

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" = 300'

SCIENCE CENTER DR

SCIENCE CENTER DR

BASEBALL RD

SHELTER DR

CULTURAL CIR

LATAH AV

FREMONT AV

ELMORE AV

PRESTO ST

CANYON AV

JEFFERSON AV

W ANDERSON ST

JEFFERSON AV

W CROWLEY ST

CANYON AV

CASSIA AV

US HWY 20

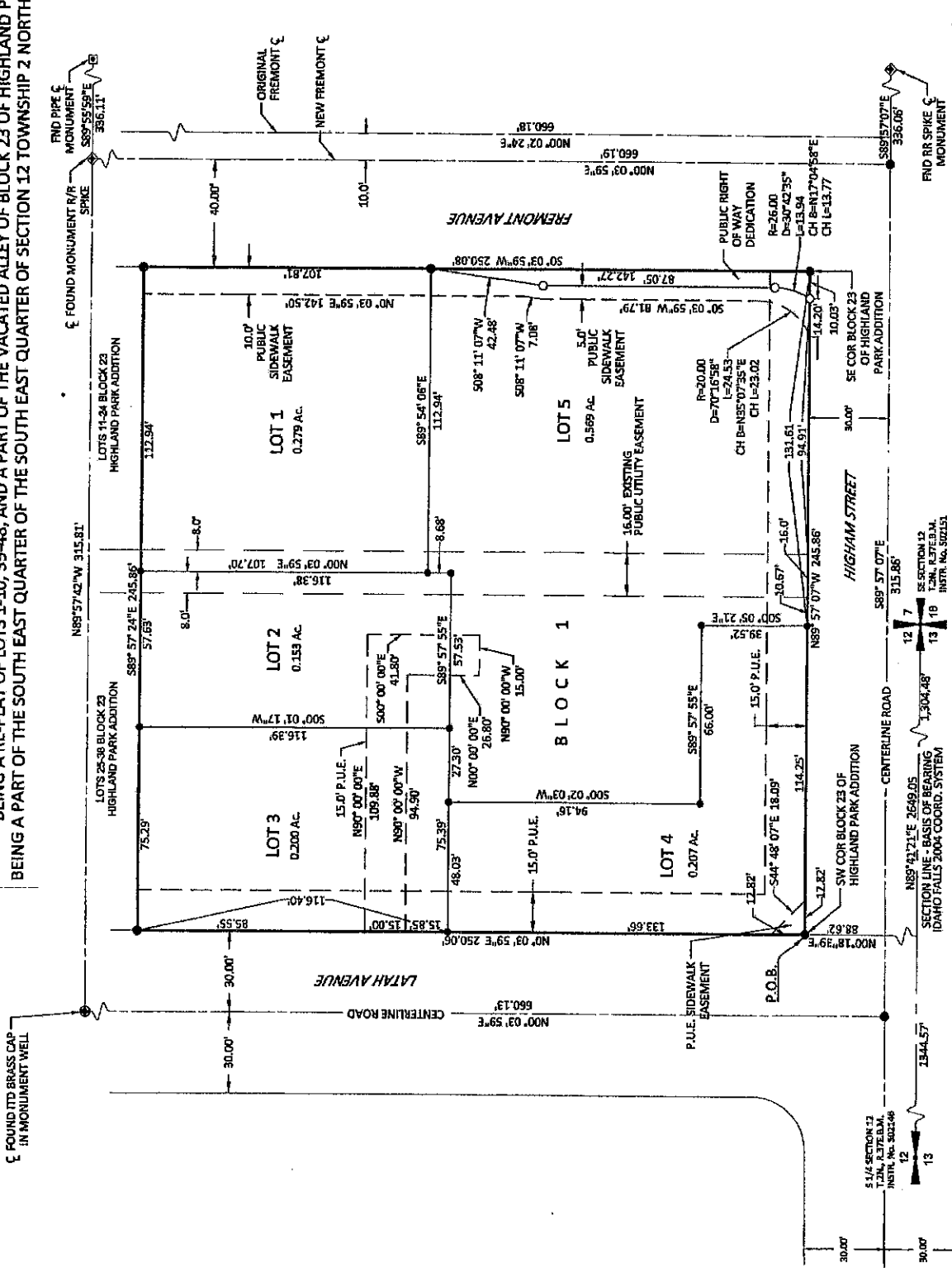
US HWY 20

HIGHAM ST

VOLCANO CV

EAST BANK PLAZA

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
BEING A RE-PLAT OF LOTS 1-10, 39-48, AND A PART OF THE VACATED ALLEY OF BLOCK 23 OF HIGHLAND PARK ADDITION
BEING A PART OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 12 TOWNSHIP 2 NORTH, RANGE 37 EAST B.M.



be unusual to vacate right of way without something else in place to show what was going to happen with the vacated property. Cramer stated that he will work out the correct process with the legal department.

Karst moved to table the matter until such time as City Council has had a chance to deliberate and take action on the request to vacate Nevada Avenue. Cosgrove seconded the motion and it passed unanimously.

Business:

Final Plat: East Bank Plaza. Beutler presented the staff report, a part of the record. Cosgrove asked and Beutler confirmed, if you were to overlay the existing plat with the revised Plat, the biggest difference is division into lots. Dixon asked if there is another way to do this, such as a condominium development where you can have individual ownership. Dixon stated that he is worried about Lot 2, with no access to the street, but if it was developed like a condominium that would address all of the property in common. Beutler stated that a condominium could be an option if they were just trying to separate out ownership, but Beutler does not know if that is the entire motivation for the plat. Wimborne asked how the City does enforcement on the shared access agreement. Beutler indicated that the current mechanism would be that an access agreement be written and established in conjunction with the Plat.

Kurt Rowland, Eagle Rock Engineering, 1331 Fremont Ave., Idaho Falls, ID. Applicant Rowland indicated they are going to vacate the alley and are currently working with the City Legal Department and the City Surveyor to vacate the alley. It is necessary to create an easement for the sewer line going through the alley way. Rowland indicated they are doing covenants code and restrictions that will show a blanket ingress/egress access easement and shared parking. That information will be in place and will be recorded with the Plat. Morrison asked if there are any plans for Lot 2. Rowland indicated that on the master plan, there is a 4500 sq. ft. building that was shown on Lot 2 and 3, the line is going down the common wall. It is one building, not two separate buildings. Dixon asked Rowland if they considered a condominium type of arrangement and if so, why did you decide against it. Rowland stated they met with the City Surveyor and City staff and were informed that the legal department suggested that they'd rather have it platted this way, than a condominium plat. Karst stated that the Commission has considered many properties over the years where the pad sites that are owned by other individuals and their only access is through a shared access agreement. Dixon asked Karst if they owned the pad site. Karst indicated that some owned and some rented. Swaney indicated that the example would be the new Freddy's that was approved by Winco. That is on a pad and it has only access through the Winco parking lot. Dixon asked Swaney if that pad has frontage onto Woodruff, even though the actual access is not onto Woodruff. Swaney stated that it does have frontage onto Woodruff. Dixon stated that in this case there is no frontage for Lot 2. Rowland indicated that a lot of banks do not like to loan money on condominiums. Karst asked for the shared access/shared parking agreement to be recorded on the plat and not just on the CCR's. Rowland stated that he had all that information on the plat and the City Surveyor asked them to remove it as legal did not want that on the plat. Beutler indicated that the opinion from the City Attorney's office is that the private agreement and private easement should not be on the Plat, they should be handled through an easement document. Karst indicated that he can be satisfied with a different way, but his concern is still that the City has no enforcement ability of CCR's. Beutler indicated that they prefer it not just be in the CCR, but in an actual easement document. Dixon indicated that the shared access agreement on the plat or on a separate easement document is necessary and if approved that the approval is contingent upon the idea and agreement that Lot 2 has zero frontage and that fact is approved by City Attorney to ensure that it is legitimate with the zoning ordinance.

Dixon moved to recommend to the Mayor and City Council, approval of the Final Plat for East Bank Plaza as presented, with the stipulation that the shared access agreement be added to the Plat or on an easement document and that the final approval of the plat is contingent upon approval of zero frontage for Lot 2 by the City Attorney. Josephson seconded the motion and it passed unanimously.

Final Plat: Parkwood Meadows Subdivision, Division No. 3, 1st Amended. Beutler presented the staff report, a part of the record. Karst asked for clarification that it is shared access, not shared parking. Beutler indicated it is shared access and the parking lots plan is to be seamless in one. Karst clarified and Beutler agreed that each parcel will be required to have enough parking for their site. Wimborne asked that in the notes on the previous Final Plat (East Bank) there was an indication that there needed to be a condition about including the joint access and parking agreement as part of the plat. That is not included in the remarks for this Final Plat. Beutler indicated the parking is already established and they are proposing to do it already, however it is something that can be memorialized with an agreement.

Wimborne moved to recommend to the Mayor and City Council approval of the Final Plat: Parkwood Meadows Subdivision No. 3, 1st amended, as presented with the Stipulation that the cross access agreement and parking agreement is recorded. Black seconded the motion and it passed unanimously.

Miscellaneous:

Bonneville County Planning Commission Report. Swaney reported there was no Bonneville Planning Commission Meeting in November.

Cramer indicated that it is time to do a morning training session which is good for new members and seasoned members. The training session would be on a Friday at 7:00 a.m., if that would work for the members. Cramer will email available dates to Commission members.

Swaney adjourned meeting at 10:00 p.m.

Respectfully Submitted,

Beckie Thompson, Recorder

IDAHO FALLS PLANNING COMMISSION STAFF REPORT
East Bank Plaza
Re-plat of Lot 1-10, 39-48 and alley, Block 23, Highland Park Add.
December 2, 2014



Planning and
Building Division

Applicant: Eagle Rock Engineering

Location: West of and adjacent to Fremont Street, north of Higham Street and east of Latah Avenue

Size: Approx. 1.411 acres

Existing Zoning:

Site: R-1/ PT-2

North: R-1/ PT-2

South: C-1/ PUD

East: R-1/ PT-2

West: P-B

Existing Land Use:

Site: Commercial

North: Commercial

South: Vacant

East: Residential

West: Vacant

Future Land Use Map:

Planned Transition

Attachments:

1. Subdivision information
2. Maps and aerial photos
3. Final plat
4. Approved Site Plan

Requested Action: To recommend to the Mayor and City Council approval of the final plat.

Staff Comments: The area is currently zoned R-1 with a Planned Transition (PT-2) overlay which allows for the commercial development. The site plan for this area was approved in 2009. The site includes a mix of professional office and restaurant space. The property was developed as a whole and included shared parking, landscaping, drainage and access to meet the performance standards of the PT-2 Zone. The applicant now wishes to divide the property to allow for individual building lots and separate ownership. The platted alley will also be requested to be vacated.

In order for the property to continue to comply with the performance standards of the PT-2 Zone the site will need to continue to be managed as one and agreements put into place that will provide for shared functional connections. The individual lots will not meet the minimum developments standards separately. For example Lot 4 contains the site's detention pond and a majority of the development's landscaping.

Lot 2 does not have direct frontage onto a dedicated street. Previous interpretations by the City Attorney's Office have indicated that the Subdivision Ordinance required the frontage onto a street, but the zone district would determine the minimum amount of frontage on that street. Because the PT-2 Zone does not require a minimum lot width then zero frontage could be considered. Requiring a permanent access easement or shared access agreement would ensure that Lot 2 would continue to have access despite changes in ownership or other future land use changes.

Staff would recommend that if the Planning Commission were to recommend approval of the plat that they include a condition that the applicant provide the City documentation of ongoing agreements for the site that address shared parking, access and joint landscaping and storm drainage maintenance plans prior to the plat proceeding to City Council. The applicant is aware of these concerns and the need to have a permanent way to address these issues.

7-18 PT-(x) PLANNED TRANSITION ZONE

7-18-1 Purpose of Zone. The Planned Transition Zone (hereinafter referred to as the "PT Zone") is designed to maintain land use compatibility and enhance the functioning of arterial streets by requiring conformity to the performance standards set forth herein with respect to land use changes in areas experiencing transition. Such transitional areas have been identified in the Comprehensive Plan.

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 The first phase of buildings have already been constructed. The approved site plan identifies the building envelope for phase two.
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X No minimum standards for the PT Zone.
Lots have full frontage on, and access to, a dedicated street.	X Lot 2 does not have frontage onto a dedicated street. A shared access agreement or easement will be necessary to ensure permanent access for Lot 2.
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.	X The site was constructed with shared access onto Fremont Street.
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.	NA No streets proposed
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X No streets proposed
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 No new streets

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT FOR EAST BANK PLAZA LOCATED WEST OF AND ADJACENT TO FREMONUT STREET, NORTH OF HIGHAM STREET AND EAST OF LATAH AVENUE.

WHEREAS, the applicant filed an application for final plat on October 29, 2014; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on December 2, 2014; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on October 22, 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 1.411 acre parcel located west of and adjacent to Fremont Street, north of Higham Street and east of Latah Avenue.
3. The area is currently zoned R-1 with a Planned Transition (PT-2) overlay which allows for the commercial development.
4. The site includes a mix of professional office and restaurant space and was developed to include shared parking, landscaping, drainage and access meeting the performance standards of the PT-2 Zone.
5. The applicant has established Covenants that address the unified maintenance of the property, including shared parking, access, joint landscaping and storm drainage allowing the property to be subdivided and continue to meet the performance standards of the PT-2 Zone.
6. The final plat complies with the purposes 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 final plat for East Bank Plaza.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2015

Rebecca Casper, Mayor

MEMORANDUM

To: Honorable Mayor and City Council

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

Date: October 22, 2015

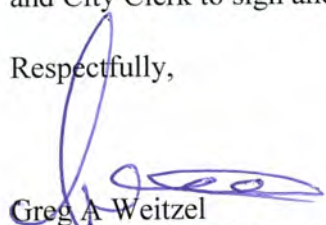
Subject: **WINTER LIGHT PERSONAL SERVICES AGREEMENT**

Mayor and Council:

Attached for your consideration is the Personal Services Agreement between the City of Idaho Falls and Clyde and Leann Gilbert for set up and administration of a drive through winter light display at Freeman Park. This agreement has been reviewed and approved by the City attorney.

The Parks and Recreation Department respectfully requests approval and authorization for the 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

PERSONAL SERVICES AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO,
AND CLYDE AND LEANN GILBERT
(WINTER FANTASY BY THE RIVER)

This Personal Services Agreement (hereinafter called "AGREEMENT"), made this _____ day of _____, 2015, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and CLYDE AND LEANN GILBERT (hereinafter called "GILBERTS"), whose mailing address is Box 336, Bear River City, UT 84301.

WITNESSETH

WHEREAS, the 2015 holiday season is an important one for festivities, family activities, and enjoyment of the beautiful winter in the community; and

WHEREAS, GILBERTS are the sole owners of Fantasy by the River animated light park company, which includes establishing and operating light displays, stands, ornaments, connectors, chords, and other accessories that allow for family entertainment and attractions; and

WHEREAS, GILBERTS are willing to provide certain entertainment services and attractions for the 2015 holiday season ("Project"); and

WHEREAS, CITY wishes to engage in services of GILBERTS for the Project.

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

SECTION I:

A. SCOPE OF WORK

1. GILBERTS shall do the following:

- a. More that fifty-five (55) still and animated light displays to be illuminated in various ways (e.g. multi-colored LED, auto-fade between colors, and spotlighted ornaments, ect.) to be displayed at Freeman Park in Idaho Falls, Idaho.
- b. A Santa's Hut from opening night through December 23, 2015.
- c. Optional horse and wagon ride available. Christmas music during presentation.
- d. GILBERTS agree to operate entrance gates and collect all revenue during the operation of the light park season.

- e. CITY agrees to provide electrical power that may be used to run lighted displays, audio systems, or other accessories essential to the park's operation for the duration of this and any future seasons through the existing electrical outlets present at Freeman Park's restrooms, band shelter, and pavilions. The cost of electrical power consumed from these existing outlets shall be borne by the CITY.
- f. CITY agrees to provide snow removal services for the travel lanes throughout the light park during the operating season.
- g. GILBERTS and CITY may negotiate for closure during inclement weather during the season.

SECTION II:

A. CONTRACTUAL REQUIREMENTS:

1. The display should be open to the public from Friday, November 27, 2015, through January 1, 2016. The display will operate from 5 p.m. to 9:30 p.m. Monday through Thursday and 5 p.m. to 10:00 p.m. Fridays and Saturdays.
2. GILBERTS are responsible for setting up, lighting trees, troubleshooting, operating, maintaining, tearing down, removing tree decorations, and storing all light displays and other attractions associated with the holiday light park.
3. The parties may make a separate agreement regarding food and drink concessions.
4. Entrance fees shall be as follows:
 - a. Ten dollars (\$10) family-sized privately-owned vehicle (no limit of number of occupants)
 - b. Fifteen dollars (\$15) over-sized or commercial-sized vehicles
 - c. Active military discount of \$5 per car with a military ID
 - d. One dollar (\$1) off for at least one (1) community promotion
 - e. Five dollar (\$5) per vehicle Wednesdays discount (Ten dollars (\$10) for over-sized and commercial vehicles)
5. If the project is successful, CITY and GILBERTS agree to discuss possible long-term contract for future years under terms and conditions similar to those contained within this Agreement.

B. Fees and Conditions for Professional Services.

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

2. CITY to receive fifteen percent (15%) of all gross gate revenue for the entire display operating time period.
3. GILBERTS shall pay for any additional electrical infrastructure, expansion of electrical service, or installation of additional electrical outlets necessary to run lighted displays, audio systems, or other accessories essential to the park's operation that are not already existing. If additional electrical infrastructure is built, the infrastructure shall become the property of the CITY at the expiration of this Agreement.
4. If GILBERTS construct or expand any additional electrical infrastructure at Freeman Park, under B.3 of this Agreement, GILBERTS shall pay for the cost of the energy.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by GILBERTS upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of GILBERTS. CITY may terminate this Agreement with thirty (30) days' notice without cause and without further liability to GILBERTS except as designated by this section. In the event of termination, GILBERTS 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. Termination of Project.

If any portion of Project covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay GILBERTS 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.

D. Insurance.

GILBERTS agree to provide full insurance coverage, including general commercial liability coverage and workers compensation coverage, for the display, consistent with Idaho State Law.

E. Indemnification.

GILBERTS 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 GILBERTS

in the performance of professional services under this Agreement, to the extent that GILBERTS are responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between GILBERTS and CITY. GILBERTS shall not be obligated to indemnify CITY for CITY's sole negligence.

F. 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.

G. Jurisdiction and Venue.

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

H. Binding of Successors.

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

I. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning 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. GILBERTS may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

J. CITY'S Representatives.

CITY shall designate a representative authorized to act 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.

K. Conflict of Interest.

GILBERTS covenant 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. GILBERTS further covenant that, in performing this Agreement, they will employ no person who has any such interest.

L. Ownership and Publication of Materials.

All reports, information, data, and other materials prepared by GILBERTS pursuant to this Agreement shall be the property of CITY, which shall have the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials developed under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY. All reports, information, data, and other materials shall be subject to disclosure pursuant to Idaho Public Records Law, Chapter 1 of Title 74 of the Idaho Code.

M. Non-discrimination.

GILBERTS 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

"GILBERTS"

By Clyde Gilbert
Clyde Gilbert

By Leann Gilbert
Leann Gilbert

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 he is authorized to execute the same for and on behalf of said City.

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

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

(Seal)

STATE OF IDAHO)
) ss:

County of Bonneville)

On this 20th day of October, 2015, before me, the undersigned, a notary public, in and for said State, personally appeared Clyde Gilbert, whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same.

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



Lisa A. Jones
Notary Public of Idaho

Residing at: City of Idaho Falls

My Commission Expires: 6-5-19

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 20th day of October, 2015, before me, the undersigned, a notary public, in and for said State, personally appeared Leann Gilbert, whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same.

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



(Seal)

Lisa A. Jones

Notary Public of Idaho

Residing at: City of Idaho Falls

My Commission Expires: 6-5-19

MEMORANDUM

To: Honorable Mayor and City Council

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

Date: October 22, 2015

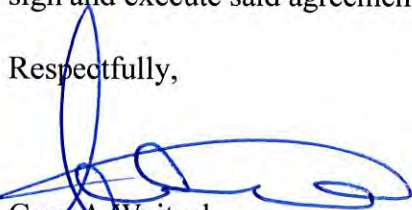
Subject: **PROFESSIONAL DESIGN SERVICES HERITAGE PARK MASTER PLAN**

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 Heritage 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 HERITAGE PARK MASTER PLAN FOR THE CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE HERITAGE PARK MASTER PLAN FOR THE CITY OF IDAHO FALLS, IDAHO (hereinafter "Agreement"), is made and entered into this ____ day of _____, 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, in December 2014, the Idaho Falls City Council approved a Gift and Park Development Agreement for 9.41 acres of undeveloped, prime, riverfront property that includes two (2) additional acres of riparian property; and

WHEREAS, the City, through its Department of Parks and Recreation, along with a Design Development Committee, seeks to work with a professional park design team to develop a master site plan for the newly proposed Heritage Park that will include the analysis of the site's natural resources and interpretive design that will highlight the unique heritage of the Idaho Falls community and eastern Idaho ("the Project"); and

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

WHEREAS, the facilities and development considerations will include a combination of activities representing ecology in the general sense of the environment, nature, and natural habitat while providing opportunities for rest, passive recreation, and education about the heritage of the local community; and

WHEREAS, the Heritage Park theme was conceptualized from our community – a community that developed around the scenic Snake River and is uniquely vast in agricultural, nuclear, and hydroelectric power and the theme for the park will represent and celebrate this heritage; and

WHEREAS, CITY would like to ensure that the majority of the needs addressed by the community are met by the master plan therefor the Scope of Work includes, but is not limited to, site analysis and assessment, community outreach and public input, park master plan schematics, project specific webpage support, and a fundraising plan; 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 by this reference.

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" Eighty Thousand Dollars (\$80,000).
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.
5. Pre-approved travel and printing expenses incurred in connection with this Project are excluded from the above "not-to-exceed" price and shall be reimbursed at cost.

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.

The parties acknowledge that any published materials or images received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 2 of Title 74 of the Idaho Code.

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 _____
Its: _____

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)