

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, Id 83402

Thank you for your interest in City Government. If you wish to express your thoughts on a matter listed below, it is best to contact Councilmembers by email or personally before the meeting. 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. City Council Meetings are live streamed at www.idahofallsidaho.gov, then archived on the city website. If you need communication aids or services or other physical accommodations to participate or access this meeting please contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will make an effort to accommodate your needs.

1. Call to Order.

2. Pledge of Allegiance.

3. Public Comment. *Members of the public are invited to address the City Council regarding matters that are not on the Agenda or already noticed for a public hearing. When you address the Council, please state your name and address for the record and please limit your remarks to three (3) minutes. 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 your comments may be made later in the meeting, she will let you know when you may make your comments. Please note that matters currently pending before the Planning Commission or Board of Adjustment which may be the subject of a pending enforcement action, or which are relative to a City personnel matter are not suitable for public comment.*

4. Consent Agenda. *Any item may be removed from the Consent Agenda at the request of any member of the Council for separate consideration.*

A. Items from Idaho Falls Power:

- 1) Request for Council ratification for power transactions with Shell Energy.
- 2) Request to solicit proposals for a Residential Home Energy Audit Platform.

B. Item from the Municipal Services Department:

- 1) Request for Council ratification for Sole Source Purchase at the Waste Water Treatment Plant.

C. Items from the City Clerk:

- 1) Approval of Minutes from the February 8, 2016, Work Session, February 11, 2016, Council Meeting, and February 18, 2016, Idaho Falls Power Board Meeting.
- 2) Approval of Expenditure Summary for the month of February, 2016.
- 3) Approval of Treasurer's Report for the month of February, 2016.
- 4) Approval of License Applications, including a Beer License to Lucy's New York Style Pizzeria, all carrying the required approvals.

5) Request for Council ratification for the publication of legal notices calling for public hearings on March 10, 2016.

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

5. **Regular Agenda.**

A. Municipal Services

1) Bid IF-16-10 Utility Terrain Vehicles: It is the recommendation of the Parks and Recreation and the Municipal Services Departments to accept the lowest responsive, responsible bids of Krehbiels Sales from Aberdeen, Idaho, RMT Equipment from Boise, Idaho, and Turf Equipment from Salt Lake City, Utah, to furnish four (4) Utility Terrain Vehicles for a lump sum amount of \$78,254.13.

RECOMMENDED ACTION: To accept the lowest responsive, responsible bids of Krehbiels Sales from Aberdeen, Idaho, RMT Equipment from Boise, Idaho, and Turf Equipment from Salt Lake City, Utah, to furnish four (4) Utility Terrain Vehicles for a lump sum amount of \$78,254.13, and give authorization for the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

2) Bid IF-16-16 Ultrasonic Water Meters: It is the recommendation of the Public Works and the Municipal Services Departments to accept the lowest responsive, responsible bid from HD Fowler Company to furnish various sizes of Mater Meter ultrasonic water meters for a lump sum amount of \$82,561.95.

RECOMMENDED ACTION: To accept the lowest responsive, responsible bid from HD Fowler Company to furnish various sizes of Mater Meter ultrasonic water meters for a lump sum amount of \$82,561.95, and give authorization for the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

B. Public Works

1) Bid Award – Major Street Overlays – 2016: On March 1, 2016, bids were received and opened for the Major Street Overlays – 2016 project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, Inc., an amount of \$332,029.00.

RECOMMENDED ACTION: To approve of the plans and specifications and award to the lowest responsive, responsible bidder, HK Contractors, Inc., an amount of \$332,029.00, and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

2) Bid Award – Seal Coats – 2016: On March 1, 2016, bids were received and opened for the Seal Coats – 2016 project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, TMC Contractors, Inc., an amount of \$468,818.35.

RECOMMENDED ACTION: To approve of the plans and specifications and award to the lowest responsive, responsible bidder, TMC Contractors, Inc., an amount of \$468,818.35, and give authorization for the Mayor and City Clerk to sign contract documents (or take other action deemed appropriate).

C. Parks and Recreation

1) Idaho Falls Zoo at Tautphaus Park Concession Agreement Renewal: For your consideration is a one (1) year term Concession Agreement with Mountain Foods for the Idaho Falls Zoo at Tautphaus Park.

RECOMMENDED ACTION: To approve the Concession Agreement with Mountain Foods and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

2) Tautphaus Park Arcade Concession Agreement Renewal: For your consideration is a one (1) year term Concession Agreement with LOML, LLC dba Funland, for the Tautphaus Park Arcade.

RECOMMENDED ACTION: To approve the Concession Agreement with LOML, LLC dba Funland and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

3) Lease Agreement Idaho Falls Raceway at Noise Park: For your consideration is a five (5) year term Lease Agreement with Snake River Stock Car Association (SRSCA) at Idaho Falls Raceway at Noise Park.

RECOMMENDED ACTION: To approve the Lease Agreement with Snake River Stock Car Association and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

D. Community Development Services

1) Public Hearing - Appeal of Rochester Estates Preliminary Plat and Reasoned Statement of Relevant Criteria and Standards: For your consideration is the application to appeal the Planning and Zoning Commission's approval of the Rochester Estates Preliminary Plat and Reasoned Statement of Relevant Criteria and Standards. The Planning and Zoning Commission considered this application at its January 5, 2016, meeting and approved the preliminary plat by a 6-1 vote. Staff concurs with this decision. The Subdivision Ordinance provides for affected parties to appeal the Commission's decision to the City Council.

RECOMMENDED ACTIONS: (In sequential order)

a. To approve the preliminary plat for Rochester Estates.

b. To approve the Reasoned Statement of Relevant Criteria and Standards for Rochester Estates and give authorization for the Mayor to execute the necessary documents.

2) Public Hearing - Rezoning from M-1 to HC-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B 2.4 acres, NW¼, Section 13, T 2N, R 37E: For your consideration is the application for rezoning from M-1 to HC-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, for M&B 2.4 acres, NW¼, Section 13, T 2N, R 37E. The Planning and Zoning Commission considered this application at its February 2, 2016, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (In sequential order)

- a. To approve the Rezoning Ordinance from M-1 to HC-1 for M&B 2.4 acres, NW¼, Section 13, T 2N, R 37E, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the rezoning from M-1 to HC-1 for M&B 2.4 acres, NW¼, Section 13, T 2N, R 37E, and give authorization for the Mayor to execute the necessary documents.

3) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Grandview Storage Units, Division No. 1: For your consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Grandview Storage Units, Division No. 1. The Planning and Zoning Commission considered this application at its February 2, 2016, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (In sequential order)

- a. To accept the Final Plat for Grandview Storage Units, 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 Grandview Storage Units, Division No. 1, and give authorization for the Mayor to execute the necessary documents.

4) Public Hearing - Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson, Division No. 1, 3rd Amended: For your consideration is the application for Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson, Division No. 1, 3rd Amended. The Planning and Zoning Commission considered this application at its February 2, 2016, meeting and recommended denial by a 6-1 vote. The applicant has made adjustments to the proposed plan based on the discussion at the Planning and Zoning Commission meeting to resolve the concerns raised. Staff has reviewed the changes and feels they addressed most of the concerns raised and recommends approval of the proposed plan.

RECOMMENDED ACTIONS: (In sequential order)

- a. To approve the Planned Unit Development for Lorin C. Anderson, Division No. 1, 3rd Amended.

b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for Lorin C. Anderson, Division No. 1, 3rd Amended, and give authorization for the Mayor to execute the necessary documents.

6. **Motion to Adjourn.**

CONSENT AGENDA:



A Division of the City of Idaho Falls

"A community with its own kind of energy"



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Bear Prairie, Assistant General Manager *[Signature]*

DATE: February 29, 2016

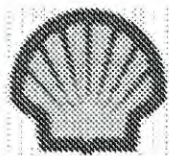
Re: Consent Agenda – Ratify Power Transactions

Attached are two sales agreements for power transactions with Shell Energy. These sales agreements consist of selling forecast surplus energy for March 2016. The total value of the sales is \$88,037.50 dollars for 7,430 MWh of energy.

These power sales enable the power division help match expected loads with projected resources; therefore Idaho Falls Power respectfully requests ratification of the attached agreements.

BP/185

Cc: City Clerk
City Attorney
Electric Division Director
File



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

713-767-5500

February 17, 2016

Deal No.

2865952

CITY OF IDAHO FALLS

140 S CAPITOL AVENUE,

IDAHO FALLS, ID 83405

Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on February 16, 2016, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

SELLER: CITY OF IDAHO FALLS

PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 03/01/2016 through 03/31/2016

QUANTITY: 10 Mws of energy per hour

PRICE: \$ 10.25/Mwhr Fixed

DELIVERY POINT(S): BPA

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

TIME ZONE: PPT

TOTAL MWH: 3,110

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

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

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

CITY OF IDAHO FALLS

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

By: 

Name: Bear Prairie

Title: ABM

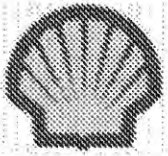
Date: 2/20/16

By: 

Name: John W. Pillion

Title: Confirmations Team Lead

Date: 02/17/2016



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

713-767-5500

February 17, 2016

Deal No.

2865953

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

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on February 16, 2016, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

SELLER: CITY OF IDAHO FALLS

PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 03/01/2016 through 03/31/2016

QUANTITY: 10 Mws of energy per hour

PRICE: \$ 13/Mwhr Fixed

DELIVERY POINT(S): BPA

SCHEDULING: Monday thru Saturday, Hours ending 0700 thru 2200 Excluding NERC Holidays

TIME ZONE: PPT

TOTAL MWH: 4,320

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

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

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

CITY OF IDAHO FALLS

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

By: 

Name: Dean Prairie

Title: AGM

Date: 2/22/16

By: 

Name: John W. Pillion

Title: Confirmations Team Lead

Date: 02/17/2016



A Division of the City of Idaho Falls

"A community with its own kind of energy"



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: March 7, 2016

Re: Consent Agenda – Permission to Request Proposals for a Residential Home Energy Audit Platform

Idaho Falls Power respectfully requests authorization to solicit proposals to acquire a residential home energy audit platform with energy program tracking capabilities for its energy efficiency audit program. Money was included in the 2015-2016 budget for energy efficiency program development.

JRF/737

Attachment

Cc: City Clerk
City Attorney
file



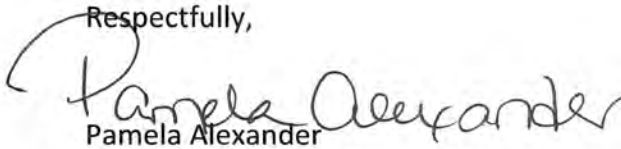
MEMORANDUM

DATE: February 25, 2016
TO: Mayor and City Council
FROM: Municipal Services Department
SUBJECT: Ratify Sole Source Purchase for Waste Water Treatment Plant

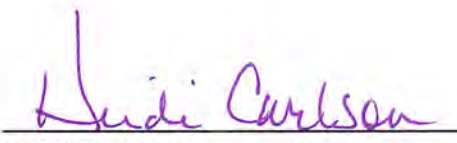
During a review of purchasing documentation it was noted the Purchasing Division inadvertently issued a purchase order without following the proper protocol for a sole source purchase.

It is the recommendation of the Purchasing Department to ratify the purchase of the required parts for the repair of a sewer screen at the Waste Water Treatment Plant from Andritz Separation Inc. for a lump sum total of \$52,620.16. The parts are only sold from Andritz Separation Inc.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

FEBRUARY 8, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session), Monday, February 8, 2016, 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 Barbara Ehardt
Councilmember Ed Marohn
Councilmember Thomas Hally
Councilmember John Radford
Councilmember David Smith
Councilmember Michelle Ziel-Dingman

Also present:

Kerry McCullough, Public Information Officer
Collette Smith, Intern
Dana Briggs, Economic Development Coordinator
Jackie Flowers, Idaho Falls Power Director
Chris Fredericksen, Public Works Director
Robert Wright, Idaho Falls Library Director
Hal Peterson, Library Board Chairman
Brad Cramer, Community Development Services Director
Kerry Beutler, Community Development Services Assistant Director
Pam Alexander, Municipal Services Director
Mark Hagedorn, Controller
Kenny McOmber, Treasurer
Chandra Witt, General Services Administrator
Heidi Carlson, Purchasing Agent
Thane Sparks, Chief Information Officer
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:15 p.m. with Council Reports.

Councilmember Hally stated cities have been invited by the State to voluntarily participate in the 457 Plan, regarding tax return and deferred compensation fund. He indicated Ben Ysursa is the committee chair. He also stated Representative Janet Trujillo is proposing legislation to change the cap on homeowners property tax.

Councilmember Marohn stated, as a public service, on March 17, 2016, the Idaho Humanities will be in Idaho Falls. He indicated Idaho Falls will be a participating city in the upcoming Veteran's celebration. He reminded the Council that the budget calendar will be forthcoming.

Councilmember Smith had no items to report.

Councilmember Ehardt stated, with regard to the upcoming strategic planning, she believes the Councilmembers should be considered the most important attendees.

Councilmember Ziel-Dingman stated there will be a promotional ceremony for two (2) Idaho Falls Police Department staff on February 11, 2016.

Councilmember Radford had no items to report.

FEBRUARY 8, 2016

Mayor Casper invited Director Flowers to review the Idaho Falls Power Board Meeting agenda for the February 18, 2016, meeting. After brief discussion, it was decided the Board Meeting would be reduced from a full day meeting to half day meeting.

Mayor Casper invited Director Fredericksen to update the Council on the recent water main line breakage. He indicated the breakage was due to weather-related conditions and the Public Works staff completed all repairs in a timely manner.

Reports:

Chair, Idaho Falls Public Library (IFPL) Board of Directors:

Mayor Casper introduced Hal Peterson, who has been the Library Board Chair for eight (8) years, for the Library presentation. Mr. Peterson stated one of the Citizen Review Committee (CRC) recommendations was to update the website. He was pleased to report the website has been recently updated with several modifications and additional modifications are being considered. He reported the following information and programs:

- 550,022 people visited the Library
- 38,204 people attended programs
- 1.3 million items checked out
- 322,734 print, electronic, and media items
- 107,933 children's materials
- 13,100 young adult materials
- 11,416 large print fiction materials
- 1,532 large print nonfiction materials
- 153,871 adult materials
- 33 new all-in-one computers
- 13,275 e-Books
- 10,203 Audio Books
- Summer Reading program, involving 6603 kids
- Winter Reading program, 1091 participants
- Book Nerd program (one of the most popular programs)
- Book Club in a Box
- Blind Date with a Book (in honor of Valentine's Day)
- Vietnam War Series (partnered with the Idaho Humanities Council)
- Let's Talk About It Series (Western Fiction is the 2016 subject)
- Storytimes, 19,529 participants
- Every Child Ready to Read (workshops for young children and their parents)
- Wednesday Night Events @ the Library (includes Game Night and Journal Group)
- Computer classes (offered on Tuesdays and Thursdays at no additional charge)
- Special Celebrations (includes Teen Read Week, Idaho Family Reading Week)
- Christmas Story Times (with a special appearance from Santa Claus)
- Teen Tech Events
- Acting for Kids
- Summer Science Club
- Makerspaces (formerly known as Crafternoons)
- Teen Auction (as teens read during the summer, they earn "Book Bucks")
- Awesome August and Super September (to celebrate the end of summer)
- School tours and visits, Preschool tours, and Scout tours
- Outreach (partnered with Taylorview Junior High's Foods and Nutrition classes)

FEBRUARY 8, 2016

Mr. Peterson also noted several thousand items were checked out from the Iona and Swan Valley Branches. He stated several improvements to the Library include self-check machines available on every floor, the Broadway entrance with new security gates and seating, drinking fountains on first and second floors with a special water-bottle spout, second floor restrooms, parking lots resurfacing, fishpond expansion, signage, library history describing influential women who started and supported the first libraries in Idaho Falls, and shelf markers in the Teen and Adult Fiction sections.

Councilmember Radford, as liaison to the Library, believes libraries are fundamental to a community.

Community Development Services submitted the following items:

Receipt of Planning and Zoning Commission Recommendations:

It was moved by Councilmember Dingman, seconded by Councilmember Marohn, to approve the recommendations from the Planning and Zoning Commission, February 2, 2016, meeting. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

Sign Code Ordinance Modifications:

Director Cramer stated the Sign Committee consisted of two (2) Councilmembers and two (2) Planning Commission members with five (5) main goals for the sign code modification project; 1) to align the sign code with the comprehensive plan, 2) adjust the code to become content-neutral, 3) ensure the sign code is equitable, 4) adjust the shopping center sign code, and 5) allowance of signage for master planned developments. He indicated there was also a survey available to the public with 191 respondents. Assistant Director Beutler reviewed the following information:

Shopping Center Signs, including monument and free-standing signs:

Issue-

- o Limited to one sign resulting in cluttered, unsightly and less effective signs.

Proposed Language-

- o Second shopping center sign allowed (maximum of two), where there is more than 450-feet of frontage, provided the signs are spaced at least 330-feet from another freestanding sign.
- o Additional monument signs allowed for shopping centers with pad sites. Pad sites within 75-feet of the right-of-way will be allowed to have monument style signs for those sites.

Electronic Message Center Signs:

Issues-

- o Current language creates disparity between similar businesses uses and the allowance of electronic message center signs.
- o Varied requirements related to timing, size and location.
- o Concerns over the use of NITS to measure a signs illumination.

Proposed Language-

- o Broaden the use of electronic message center signs to commercial zones within specific commercial corridors, 17th Street, Broadway, Channing Way, Hitt Road, Sunnyside Road, Woodruff Avenue and Yellowstone Highway.

FEBRUARY 8, 2016

- Standardize sign operations.
- Change the measurement of illumination from NITS to Foot-candles as recommended by industry professionals.

Portable Signs (or temporary signs):

Issues-

- Portable signs are only allowed in some commercial zones, creating an inequality between similar businesses.
- Portable signs are intended to communicate with pedestrians, but currently are restricted out of zones intended to be in close proximity to neighborhoods and with the most likelihood of having pedestrian traffic.
- Ambiguity in the language allowing for interpretation making enforcement more difficult.

Proposed Language-

- Allow portable signs in all commercial zones.
- Within neighborhood commercial zones allow portable signs in commercial corridors where the public anticipates this type of signage, 17th Street, Broadway, Woodruff Avenue, Sunnyside Road, Hitt Road and Channing Way.
- Clarification was added to the language regarding placement and height to allow for better enforcement.

Master Planned Development Signs:

Issues-

- Currently similar signs are only allowed when associated with a Planned Unit Development (PUD) and are restricted in size according to calculations of the nearest building.
- Currently required to obtain a Conditional Use Permit (CUP) issued by the Planning Commission.

Proposed Language-

- Creation of a new section of the ordinance to address master planned development signs.
- Broadens the application to all commercial developments with 25 or more contiguous acres.
- Provides for an administrative CUP process. Specific requirements, outlined in the language, must be met in order of the CUP to be issued by the Community Development Services Director.

Director Cramer stated current signage will not be affected, although any changes to existing signs or new development will be required to comply with the ordinance. He indicated, through the survey, the downtown business owners were not in favor of the Electronic Message Center Sign. Discussion followed regarding the definition of downtown. Director Cramer stated the public hearing for this ordinance will be held at the February 11, 2016, Council Meeting. After further discussion, it was decided Director Cramer will coordinate with Mr. Fife to review the definition of the downtown area for future work session discussion.

Council Training and Discussion:

Mayor Casper announced the position of Controller has been offered to and accepted by Mark Hagedorn, who has been serving as Interim Controller for the past several months.

FEBRUARY 8, 2016

City Purchasing Procedures:

Director Alexander stated the Purchasing Department is a centralized department that purchases all goods and services for the City, assists with checks and balances as well as control and audits, and strictly follows the State of Idaho Statutes. She reviewed the following information with general discussion:

Purchases less than \$25,000.00 can be purchased from any vendor

Purchases between \$25,000.00 and \$50,000.00 are required to obtain three (3) quotes

Purchases in excess of \$50,000.00 must follow the competitive sealed bid process

Director Alexander stated the City is allowed to piggyback off State of Idaho contracts for certain items. She indicated the Purchasing Division does not get involved with the preparation and openings of construction projects as the Public Works Department oversees those bids.

City Financial Reporting and Council Fiduciary Responsibilities:

Director Alexander stated examples of the variety of financial transactions include State of Idaho Statutes for Municipal Corporation, City Code for finances, City Council responsibilities including approval of expenditures, Mayor and Treasurer's Office responsibilities, Controller's Office responsibilities, resolutions, and change orders. She briefly explained the process of the monthly Treasurer's Report, the weekly Expenditure Report, and the monthly Expenditure Report. Director Alexander indicated future goals and recommendations include: improved process for expenditure review prior to payments, monthly financial summary reports, and regular formal financial presentations. Mr. Sparks reviewed the timeline of the new software system, Cayenta, and stated the financial module is scheduled for the later part of the year.

Media Relations:

Ms. McCullough stated she is directly supervised by the Mayor but is shared by all departments for announcements and press releases which are distributed to more than 600 contacts. Her internal duties include Office of the Mayor emails and memos, assists Human Resources with the Employee Newsletter, and Intranet (pending implementation of a new website). External duties include emails, website pages, Social Media (Facebook and Twitter), utility bill inserts, Text Wire alerts, Code Red alerts, and marketing. She also maintains a working relationship with local media groups including print, radio, and television. Ms. McCullough indicated the media will directly contact the Council and offered some basic guidelines for media interaction as follows:

When talking to media-

- Take your time
- Think before answering
- Say if you don't know
- Stick to the facts and topic
- Say if you can't answer and explain why
- Talk only about your area of expertise
- Assume that everything is "on the record" and recorded
- Maintain eye contact with reporter
- Be firm, fair and honest

FEBRUARY 8, 2016

Don't do when talking to media-

- o Lie, guess or speculate
- o Get upset or angry
- o Use acronyms or jargon
- o Talk about protected information
- o Talk about information outside of expertise
- o Be negative
- o Play favorites with reporters
- o Say "no comment"
- o Introduce new issues or subjects

Ms. McCullough briefly described social media protocol and reminded the Council any social media posts are subject to public record requests. General discussion followed.

Per previous Work Session discussion, Mayor Casper presented options and costs associated with broadcasting Work Sessions. After brief discussion the Council agreed to proceed with the broadcasting of Work Sessions at the lowest cost possible.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Radford, to adjourn the meeting at 6:10 p.m., which motion passed following a unanimous vote.

CITY CLERK

MAYOR

FEBRUARY 11, 2016 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, February 11, 2016, 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 Thomas Hally
Councilmember Ed Marohn
Councilmember John B. Radford
Councilmember Michelle Ziel-Dingman
Councilmember David M. Smith
Councilmember Barbara Ehardt

Also present:

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

Mayor Casper invited Owen Dickerson, a 4th grader at Discovery Elementary and Boy Scout Troop #244, to come forward and lead those present in the Pledge of Allegiance.

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

Presentation:

Mayor Casper invited Police Chief, Mark McBride, for presentation of Life Saving Awards. Chief McBride introduced Idaho Falls Police Officer Dustin Howell, Bonneville County Lieutenant James Foster, and Sheriff Paul Wilde. He stated on October 15, 2015, a 911 call came into dispatch that a passenger on an Idaho National Laboratory (INL) bus was having a heart attack. The bus was coming off of US 20 onto Riverside Drive. Officer Dustin Howell and Lieutenant James Foster were close and responded. They found a man in his early 50s unconscious and not breathing. Officer Howell and Lieutenant Foster moved the man to the floor and traded off with CPR compressions for the next 5 minutes until EMS arrived on scene. The man began breathing and regained a pulse. The officers assisted EMS in getting the man boarded and transferred to the waiting ambulance so he could be transported to Eastern Idaho Regional Medical Center (EIRMC). Due to the actions of both officers this man survived his heart attack. Chief McBride stated Officer Howell and Lieutenant Foster's actions and professionalism bring great credit to themselves, the Idaho Falls Police Department, and the Bonneville County Sheriff's Office and are in keeping with the highest traditions of Law Enforcement. A standing ovation followed.

Consent Agenda Items:

The Mayor's Office requested appointments/reappointments for City Boards, Committees, and Commissions as follows:

FEBRUARY 11, 2016 - Unapproved

<u>Name</u>	<u>Commission</u>	<u>Term Expires</u>	<u>Status</u>
Matt Hill	Parks & Recreation Commission	12/31/2018	Reappoint
Kris Millgate	Parks & Recreation Commission	12/31/2018	Reappoint
Matt Hill	Shade Tree Committee	12/31/2018	Reappoint
Kerry Beutler	Shade Tree Committee	12/31/2018	Reappoint
Kim Johnson	Shade Tree Committee	12/31/2018	Reappoint

The City Clerk requested approval of minutes from the December 18, 2015, Council Training Orientation and January 14, 2016, Council Meeting.

The City Clerk requested approval of the Expenditure Summary for the month of January, 2016.

<u>FUND</u>	<u>TOTAL EXPENDITURE</u>
General Fund	\$1,178,331.71
Street Fund	35,235.13
Recreation Fund	22,076.01
Library Fund	70,037.24
Municipal Equipment Replacement Fund (MERF)	32,292.71
Electric Light Public Purpose Fund	87,098.40
Golf Fund	21,011.67
Self-Insurance Fund	29,922.95
Street Capital Improvement Fund	96,140.14
Traffic Light Cap Imp Fund	4,189.85
Airport Fund	95,609.82
Water and Sewer Fund	142,900.07
Sanitation Fund	9,026.48
Ambulance Fund	30,824.04
Electric Light Fund	3,197,718.25
Payroll Liability Fund	2,719,018.64
TOTAL	7,771,433.11

The City Clerk requested approval of the Treasurer's Report for the month of January, 2016.

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.

s/ Kenneth McOmber
Kenneth McOmber

February 5, 2016
Date Signed

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 February 11, 2016.

FEBRUARY 11, 2016 - Unapproved

It was moved by Councilmember Marohn, seconded by Councilmember Ehardt, to approve all items on the Consent Agenda according to recommendations presented. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

Regular Agenda Items:

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

MEMORANDUM

To: Mayor and City Council
From: Municipal Services Department
Subject: Bid IF-16-12 – Automated Side Load Refuse Trucks

It is the recommendation of the Public Works and Municipal Services Departments to accept the lowest, responsive, responsible bid from Idaho Falls Peterbilt to furnish two (2) automated side load refuse trucks for a lump sum amount of \$522,280.00. This amount includes the value for two unit trade-ins #7042 and #7044. Both trucks are scheduled for replacement and are budgeted in the Municipal Equipment Replacement Fund (MERF). Last budget year the City purchased two automated side load refuse trucks for a lump sum amount of \$520,910.94 which included two trade in units.

Respectfully,
s/ Pamela Alexander
Municipal Services Director

s/ Chandra Witt
General Services Administrator

s/ Heidi Carlson
Purchasing Agent

Councilmember Marohn stated one of the main reasons for conversion to the automated side load refuse trucks was to reduce the City's Workman's Compensation costs.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to accept the lowest, responsive, responsible bid from Idaho Falls Peterbilt to furnish two (2) automated side load refuse trucks for a lump sum amount of \$522,280.00, and give authorization for the Mayor and City Clerk to execute any necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

MEMORANDUM

To: Mayor and City Council
From: Municipal Services Department
Subject: Bid IF-16-15 – Motor Fuel and Lubricants

FEBRUARY 11, 2016 - Unapproved

It is the recommendation of the Municipal Services Department to accept the lowest, responsive, responsible bid from Conrad & Bischoff, Inc. of Idaho Falls to provide motor oil, fuel for the fuel dispensing system and bulk fuel for the City's equipment maintenance facility for a 12-month period for the period beginning March 1, 2016 through February 28, 2017. The City's equipment maintenance facility is responsible for the maintenance of the City's entire fleet and maintains the fuel inventory for the City's fuel tanks and fuel card lock purchases.

Respectfully,
s/ Pamela Alexander
Municipal Services Director

s/ Chandra Witt
General Services Administrator

s/ Heidi Carlson
Purchasing Agent

Councilmember Marohn stated this is an annual usage bid and the cost is shared with Bonneville County.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to accept the lowest, responsive, responsible bid from Conrad & Bischoff, Inc. of Idaho Falls to provide motor fuel and lubricants for the period beginning March 1, 2016 through February 28, 2017, and give authorization for the Mayor and City Clerk to execute any necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

The Public Works Department submitted the following items for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Chris H Fredericksen, Public Works Director
Subject: Bid Award – Grandview Drive Water Line, Skyline Drive to Saturn Avenue

On February 2, 2016, bids were received and opened for the Grandview Drive Water Line: Skyline Drive to Saturn Avenue project. A tabulation of bid results is attached. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation – Northwest, in an amount of \$199,941.00, and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,
s/ Chris H Fredericksen
Public Works Director

Councilmember Ehardt stated this project is for relocation of the water lines to widen the road for future construction.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the plans and specifications and award to the lowest responsive, responsible bidder, Knife River Corporation – Northwest, an amount of \$199,941.00, and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye –

FEBRUARY 11, 2016 - Unapproved

Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Chris H Fredericksen, Public Works Director
Subject: Right of Way Vacation Request – SW Bonneville Drive

The developers of Linden Park Addition Division No. 8 are asking that the City vacate the right-of-way of SW Bonneville Drive north of Syringa Drive. Utilities have reviewed and approved the vacation provided a public utility easement be included on the proposed plat for Linden Park Addition Division No. 8. Public Works requests authorization for the City Attorney to prepare documents needed to accomplish the vacation.

Respectfully,
s/ Chris H Fredericksen
Public Works Director

Director Fredericksen stated if the request is approved it would accommodate development for town homes in the Linden Park Addition.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to authorize the City Attorney to prepare documents needed to accomplish the vacation of SW Bonneville Drive north of Syringa Drive. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Chris H Fredericksen, Public Works Director
Subject: Right of Way and Easement Vacation Request – Simplot Circle and Taylor Crossing on the River, Division No. 12

Harper-Leavitt, on behalf of the adjacent property owners, has requested the vacation of the cul-de-sac at the east end of Simplot Circle. The need for the cul-de-sac is being eliminated with the dedication of a road right-of-way connecting Simplot Circle to the roundabout at Bridgeport Drive via Riverwalk Drive. In addition, City staff request the vacation of certain easements in the area of Taylor Crossing on the River, Division No. 12. These easements are no longer being utilized or are being covered under other platted easements. This will help clean up the easements in that area and only leave the pertinent, needed easements. Public Works requests authorization for the City Attorney to prepare documents needed to accomplish the vacations.

Respectfully,
s/ Chris H Fredericksen
Public Works Director

FEBRUARY 11, 2016 - Unapproved

Director Fredericksen stated due to future development projects the utilities will be relocated to the roadway. He indicated the Redevelopment Agency is assisting with costs and any agreements would be presented to Council at a later time.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to authorize the City Attorney to prepare documents needed to accomplish the vacations of Simplot Circle and certain easements in the area of Taylor Crossing on the River, Division No. 12. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Idaho Falls Power submitted the following item for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Jackie Flowers, General Manager
Subject: Approve a Resolution to Procure Services for the 2016 Underground Reconductor Project on the Open Market

Attached is the bid tabulation for the 2016 Underground Reconductor Project, only one company bid on the project. This project is in the Capital Improvement Plan with \$200,000 included in the FY16 budget. Given the lack of bids and the exceedance of budgeted amount, staff believes we can secure better pricing on the open market. Idaho Falls Power recommends that the City Council reject the bid received and authorize the staff to procure services on the open market.

Councilmember Smith stated this item is included in the regular maintenance system.

It was moved by Councilmember Smith, seconded by Councilmember Hally, to reject the bid received and approve a Resolution that would authorize staff to procure services for the 2016 Underground Reconductor Project on the open market. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

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

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Rezone from RSC-1 to MS, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, 7.17 Acres, Lot 1, Block 1, Greyridge Division No. 1

Attached is the application for rezoning from RSC-1 to MS, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, 7.17 Acres, Lot 1, Block 1, Greyridge Division No. 1. The Planning and Zoning Commission considered these changes at its January 5, 2016, meeting and recommended approval. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

FEBRUARY 11, 2016 - Unapproved

Mayor Casper opened the public hearing and ordered all staff materials and presentation be entered into the record.

Assistant Director Kerry Beutler appeared with the following:

- Slide 1: Location of property in current zoning
- Slide 2: Aerial photo and vicinity map of property under consideration
- Slide 3: Additional aerial photo of surrounding land
- Slide 4: Additional aerial photo of surrounding land

Assistant Director Beutler stated the property has been recently annexed into the City as Residential Shopping Center (RSC-1) zone. However, the property is under new ownership who prefers to change the zoning to Medical Services (MS) for creation of professional offices. He indicated the RSC-1 and MS are very similar zones although the RSC-1 zone requires a longer approval process and also requires large setbacks from the right-of-way. The MS zone would eliminate the retail component and would support those businesses in the medical field.

- Slide 5: Comprehensive Plan Future Land Use Map
- Slide 6: Photos looking southeast and looking east
- Slide 7: Photos looking south and looking east

Mayor Casper requested any public comment.

Zane Powell, 1885 Silver Horseshoe Drive, Rexburg, Idaho. Mr. Powell stated he is employed by the owner and appreciates the assistance of staff regarding this property. He believes the rezoning request would be appropriate and all setbacks would be consistent with the surrounding uses.

It was moved by Councilmember Dingman, seconded by Councilmember Marohn, to approve the Ordinance for the rezoning from RSC-1 to MS, 7.17 Acres, Lot 1, Block 1, Greyridge 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 – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3055

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF 7.17 ACRES OF LOT 1, BLOCK 1, GREYRIDGE, DIVISION NO. 1 AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM RSC-1 ZONE TO MS ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the rezoning from RSC-1 to MS, 7.17 Acres, Lot 1, Block 1, Greyridge Division No. 1, and give authorization for the Mayor to

FEBRUARY 11, 2016 - Unapproved

execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Brad Cramer, Community Development Services Director
Subject: Amendment to Title 7, Chapter 9, Sign Code

Attached is a proposed ordinance to modify Title 7, Chapter 9 of City Code. This chapter is the City's sign code. Staff began working on these changes in December of 2014 along with a sub-committee made up of two City Councilmembers and two Planning and Zoning Commissioners. Staff also conducted general public outreach and has worked through all suggestions received. A summary of the changes is included in the attachments. The Planning and Zoning Commission considered these changes at its October 6, and December 1, 2015 meetings and recommended approval of the code. Staff concurs with this recommendation. This item is not being submitted to the Mayor and City Council for consideration.

Mayor Casper opened the public hearing and ordered all staff materials and presentation be entered into the record.

Assistant Director Kerry Beutler stated this ordinance modification has been in discussion over the course of the past year. He appeared with the following:

- Slide 1: Photos of Shopping Center Signs (promotes less cluttered signs)
Recommendations-
 - Allow for additional freestanding signs
 - Allow additional monument signs for pad sites
- Slide 2: Photos of Electronic Message Center Signs
Recommendations-
 - Remove disparity between similar business uses
 - Expand the use of to specific commercial corridors
 - Standardize sign operations (display & transition times)
 - Change illumination measurement from NITS to Foot-candles
 - Photocell dimmer to automatically dim with changes in ambient light
- Slide 3: Photos of Portable Signs
Recommendations-
 - Remove disparity between similar business uses
 - Expand the use of to specific commercial corridors
 - Clarify heights and maintenance for better enforcement
- Slide 4: Sign Corridors (Sunnyside Road and Woodruff Avenue would be included)
- Slide 5: Photos of Master Planned Development Plan
Recommendations-
 - Expand the use from only Planned Unit Developments (PUD's) to commercial developments of 25 contiguous acres or more
 - Administrative Conditional Use Permit (CUP)
 - Specific criteria:
 - One sign per arterial street frontage

FEBRUARY 11, 2016 - Unapproved

- No greater than 600 sq. ft.
 - 60-feet in height
 - Design integrated into the architecture of development
 - Sign includes a minimum landscaped area
 - Consistent with signage plan for development
 - Location of sign conveys connection to development
- Slide 6: Map indicating current Electronic Message Center Signs
- Slide 7: Aerial photo of Snake River Landing indicating locations of Master Planned Development Plan
- Slide 8: Aerial photo of potential development (Jackson Hole Junction) indicating locations of Master Planned Development Plan

General discussion of the downtown area boundaries followed with Assistant Director Beutler stating the downtown area is zoned as CC-1. He indicated out of the 192 results from the general public outreach survey, there was not support to allow Electronic Message Center Signs in the downtown area.

Mayor Casper requested any public comment.

Eric Ensign, Salt Lake City, Utah, appeared. Mr. Ensign, owner of YESCO (Young Electric Sign Company) expressed his appreciation to the Community Development Services staff and stated they are very responsive and intelligent. Mr. Ensign owns property on Sunnyside but under the current ordinance an Electronic Message Center Sign is not allowed. He believes, with good reason, there should be an exception of electric signs to the proposed ordinance.

Tana Barney, representative of Snake River Landing (SRL), 901 Pier View Drive, Idaho Falls, Idaho, appeared. Ms. Barney stated SRL has requested a sign on Sunnyside that would direct traffic to the north end of SRL for future development. She is in favor of the proposed ordinance.

Justin Steadman, 171 Colonial Way, Idaho Falls, Idaho, appeared. He stated, confirming Ms. Barney's request, a sign on Sunnyside is crucial for the development of SRL. He is in favor of the proposed ordinance.

After general comments by Councilmembers, it was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the first reading of the Ordinance to modify Title 7, Chapter 9, of the City Code and ask for a second reading to allow Council to coordinate with staff to review additional ordinance language that would include commercial signage for properties located along Broadway that is not currently included in the proposed language of this ordinance. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 7, CHAPTER 9; REORGANIZING TYPES AND SIZES OF SIGNS, REFINING DEFINITIONS OF SIGNS BY ZONES; ADDING SPECIFIC STANDARDS FOR SHOPPING CENTER AND MASTER PLANNED DEVELOPMENT SIGNS; MAKING PORTABLE SIGNS MORE CONSISTENT ACROSS ZONES;

FEBRUARY 11, 2016 - Unapproved

CLARIFYING CONTENT NEUTRALITY, RENUMBERING; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Hally, to adjourn at 8:50 p.m. which motion passed by unanimous vote.

CITY CLERK

MAYOR

FEBRUARY 18, 2016 - Unapproved

The City Council of the City of Idaho Falls met in Special Council Meeting (Idaho Falls Power Board Meeting), Thursday, February 18, 2016, at the Idaho Falls Power Conference Room, located at 140 S. Capital Avenue in Idaho Falls, Idaho at 8:00 a.m.

There were present:

Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt (arrived at 8:05)
Councilmember Thomas Hally
Councilmember John Radford
Councilmember David Smith

Absent:

Mayor Rebecca Casper

Also present:

Jackie Flowers, Idaho Falls Power Director
Bear Prairie, Idaho Falls Power Assistant Director
Richard Malloy, Engineering and Compliance Manager
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Councilmember Hally called the meeting to order at 8:00 a.m. and turned the meeting to Director Flowers with the following agenda items:

Overview and Introductions/Operating Budget Overview:

Director Flowers briefly reviewed the agenda and introduced the new Councilmembers to the Idaho Falls Power (IFP) staff. She presented the operating budget overview and stated IFP is a not-for-profit electrical utility. The City Councilmembers are the governing body who sets rates, policies, and strategic direction. IFP operates from an Enterprise Fund and all expenditures in the IFP budget are from electric or fiber revenue sources. No funds are received from the General Fund or tax dollars. Director Flowers explained the budget comparison categories as follows:

O&M (Operation & Maintenance) Expenses – Staffing, equipment, special supplies, preventative maintenance
Capital – 5-year view of future investment in infrastructure
Debt – this category will be eliminated due to the recent bond repayment

Director Flowers gave a brief overview of the budget sections as follows:

Bulb Turbines – 3 hydro power plants (Upper Plant, City Plant, Lower Plant)
Gem State – Largest of hydro fleet
Power Supply – Bonneville Power Administration (BPA) contracts, wholesale market transactions
Transmission – Maintenance of higher voltage substations and certain transmission lines.

FEBRUARY 18, 2016 - Unapproved

Distribution – Substation retail customers, street lights, traffic signalization, metering

Customer Accounts – Meter reading, utility billing

Customer Services – Energy services events, safety, and energy efficiency programs

Administration & General (A&G) – Administers utilities, Professional Services

A&G-Warehouse – Inventory and staffing

A&G-Engineering – Staff to design Capital Improvement Projects (CIP) and any other design projects, FERC Compliance, Engineering support for distribution, substations and generation.

Energy Services – 24/7 coverage of customer services, energy efficiency audits and rebates

Fiber – Fiber optic business, pole connection, fiber customer billing, network systems

General discussion of fiber optic followed, including discussion of the local school districts, the medical community, and the City of Ammon.

Capital Improvement Planning Overview:

Richard Malloy defined a Capital Improvement Project as a significant contribution in financial and labor capital. He stated any project in excess of \$10,000.00 is considered a CIP and, typically, the project will become a stand-alone asset. He indicated the appropriate staff will meet on five (5) different occasions throughout the year to discuss any studies, projects, or equipment involving CIPs. He reviewed the Westside Feeder Study and the Upper Plant Sedimentation Removal CIP process with general discussion throughout.

Mr. Malloy updated the Council on the bulb turbine replacement in the Old Lower Plant project. He stated the project was originally built in 1940. It is one of the few facilities that survived the Teton Dam flood. He indicated the project has an estimated completion time of three and one-half (3½) years and is currently in its second year. Director Flowers stated due to the age of the turbine, the Old Lower Plant Project has been a complicated project, with several Change Orders requiring approval from the Council. The estimated cost of the project is \$5 million.

Director Flowers updated the Council regarding the North Loop project. She stated easements have been secured with the majority of property owners on the eastern alignment as well as the Idaho Transportation Department (ITD) and the Ririe outlet. She indicated the original plan did not include installation of a new substation but due to readjustment of the route, a new substation will be required and therefore increasing the cost.

Financial Stability & Creditworthiness Policy:

Director Flowers stated the Financial Stability and Creditworthiness Policy will replace the Risk Management Policy and the Rate Stabilization Fund Policy. This policy will follow the framework for maintaining a strong credit rating for future finance and power supply acquisitions or power purchase agreements. The policy will include:

- 10-year planning for CIP (currently 5 years)
- Requires establishment of rates to allocate costs of service fairly and equitably
- Requires 250 days cash on hand in all reserve funds (IFP currently has 335 days)
- 200% coverage for debt service in power sales agreements
- Maintain \$10 million in Electric Light Fund

FEBRUARY 18, 2016 - Unapproved

- Establishes Capital Improvement Fund (CIF)
- Maintain \$20 million balance in Rate Stabilization Fund
- Establishes Payment in Lieu of Taxes (PILOT) policy
- Directs reporting to Council
- Updates Risk Management Policy
- Defines the Power Cost Adjustment (PCA) provision of the electric rate

She stated this policy will be presented for Council approval at the February 25, 2016, Council Meeting.

Power Supply:

Mr. Prairie reviewed the Power Supply Overview with the following presentation and general discussion:

IFP Resources-

- Hydro
 - Gem State – 61% IFP, 39% PacifiCorp (PAC)
 - Three (3) Bulb Turbine Plants – 10 year contract with BPA
- Horse Butte Wind (Power Sales Agreements)
- BPA Slice under new Regional Dialogue (RD) contract (17 year contract)
- BPA Block (contract through September 30, 2028)
- UAMPS (Utah Associated Municipal Power Systems)
 - Manages IFP's wholesale power scheduling
 - Resource Pools
 - Un-planned pool, Horse Butte, Carbon Free Power Project (CFPP)
- Open Market Transactions – Western Systems Power Pool (WSPP) requires consistent terms
 - Other utilities & energy marketing companies
 - Importance of good credit

Contracts-

- RD Contract
 - TOCA (Tier One Cost Allocation) = 1.12267% (IFPs amount to BPA costs)
 - .54988% Slice
 - .57279% Block
- Transmission
 - GTA (General Transfer Agreement)
 - BPA Network
 - PacifiCorp
 - UAMPS
 - B2H (Boardman to Hemingway) Project
 - CAISO (California Independent System Operator)
- Bulb Turbines
 - 10 year (expires September 30, 2021)
 - 5 year price
 - Index price with collar

What does UAMPS do for Idaho Falls Power? (Provides more service than energy)

- Resource Pooling
- Real Time & Day Ahead Trading

FEBRUARY 18, 2016 - Unapproved

- Aggregate loads in Balancing Authority
- Hourly Load Balancing
- Legacy Network Transmission

How is Power Traded?

- Different time frames
- Volumes – Megawatt hours in typically 25 megawatt lots
- Points of delivery and trading hubs
- Physical vs. Financial vs. Options contracts
- Transmission and movement of the power

BPA Overview-

- History of the Bonneville Power Administration
 - Created in 1937 to market Bonneville & Coulee's power output
 - Electrify the rural west, Flood Control and Power Generation
 - Currently, power is marketed from 31 dams, 1 nuclear plant, various wind resources and co-gen plants
 - U.S. Army Corps of Engineers & Bureau of Reclamation control the river system, BPS manages the power output
- Preference Rights
- \$2.4 Billion power budget – Tier 1
- \$3.3 Billion total budget (difference is transmission expenses)

Slice Energy-

- Slice Water Routing Simulator
- BOS (Balance of System) flexibility
- BOS Complex

BPA uses the MDF (Moderated Data Feed) to monitor constraints

- For each project (some constraints do not apply to every project)
- For each hour (some constraints change rarely if ever, some constraints may not apply every hour)

Mr. Prairie explained the Slice Water-Routing Model (SWR) and the Single Project Hydraulics

Portfolio & Risk Management-

- Hydro – good and bad news story
 - Good water years – low wholesale prices
 - Bad water years – high wholesale prices
- How do we manage uncertainty?
 - ESP snow forecasts - % of average
 - Wholesale market prices
 - Volatility & Hedges
 - Rate Stabilization Fund
 - Power Cost Adjustment
 - 'What if' risk analysis

Risk Oversight & Power Board-

- Quarterly Reports
 - Looking back at financial performance

FEBRUARY 18, 2016 - Unapproved

- Quarterly – Actual vs. Budget
- Back cast – Forecasts vs. Actuals
- Two years looking ahead – by month
 - Different Water scenarios
 - Wholesale price changes
 - BPA slice capacity changes
- Five years of net power supply costs
- Annual “deep dives” and long range planning

IFP Statistics-

- Over 50% of budget is wholesale power
- BPA Power - ~\$23 million
- BPA Transmission - ~\$3 million
- Bulb sales contract - ~\$4-6 million
- 2015:
 - Retail load – 693,524 MWh
 - Total resources – 904,552 MWh
 - Wholesale sales – 251,126 MWh

FY2015 Q4 and Power Supply Report:

Director Flowers stated IFP collected 101% of projected revenues while expenses were at 82% of the budget largely due to capital projects (Old Lower Plant and North Loop). Reserve balances were on target, with \$2 million in Electric Light Fund that could be transferred to the Capital Fund. The increase in the Transmission and Distribution (T&D) Fund Q3 was due to refund following final debt payment of bond.

Director Flowers stated the fiber network revenues and expenses are tracked independently. In the next budget year IFP will be exploring a fiber fund for future capital. She indicated revenues were 110% of projection. Revenue includes: Lease pair revenue due to prepay; \$1340 per month for customers, except County (13 pairs leased by service providers, 11 pairs leased by private businesses); drops are \$25 per month per location (13 pairs at 302 locations, 11 pairs at 64 locations); and strong construction fees in 3rd and 4th quarters. Director Flowers indicated expenses were at 96.4% of budget. Currently IFP is leasing 24 of 30 pairs with the possibility to lease remaining pairs. Fiber rates have not increased since 2002. She stated in the previous budget year Council gave approval to solicit a professional services agreement for a fiber options analysis study. She indicated the consultants have been involved in multiple municipal fiber projects throughout the country. They will be analyzing several alternatives and will involve providers as well as a citizen focus group. She stated this project will be presented to Council at a future meeting.

Mr. Prairie reviewed the 4th Quarter Power Supply Report. He stated Q4 for 2015 was 11% higher than the previous year power supply costs. He indicated the main component was lack of slice generation due to a poor water year. Total revenue decreased \$469,000.00 and expenses were less than \$147,000.00 which indicates hedges utilized during summer months materialized. The total power supply expenses were \$5.4 million under budget. He reviewed the exceedance and critical traces regarding average water expected for generation surplus and deficit. He compared previous wholesale market prices for electricity and indicated prices have fallen significantly due to oil and natural gas prices. Mr. Prairie reviewed the five-year forecast for net power supply costs.

FEBRUARY 18, 2016 - Unapproved

Due to time constraints, Director Flowers noted that the APPA Financial & Operating Margins and Payment in Lieu of Taxes Information is being provided but conversation will not be held until next meeting. Director Flowers did point out significant improvement on one of the APPA margins - delinquent accounts. She stated IFPs specific ratio on Uncollectible Accounts per Revenue Dollar has been reduced by 50%. She anticipates the decrease will continue with assistance from the Municipal Services Department.

There being no further business, it moved by Councilmember Hally, seconded by Councilmember Marohn, that the meeting adjourn at 11:35 a.m., which passed following a unanimous vote.

CITY CLERK

MAYOR

City of Idaho Falls
Expenditure Summary
From 2/01/2016 To 2/29/2016

Fund	Total Expenditure
General Fund	1,506,080.85
Street Fund	9,043.04
Recreation Fund	34,828.92
Library Fund	33,201.27
MERF Fund	219,311.21
EL Public Purpose Fund	16,799.46
Bus Improvement District	25,000.00
Golf Fund	45,296.41
Self-Insurance Fund	19,579.49
Street Capital Imp Fund	19,136.34
Traffic Light Cap Imp F	5,749.19
Airport Fund	109,645.83
Water & Sewer Fund	267,018.63
Sanitation Fund	10,086.11
Ambulance Fund	71,124.83
Electric Light Fund	3,572,713.09
Payroll Liability Fund	2,685,828.11
	8,650,442.78

FEBRUARY 2016

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.

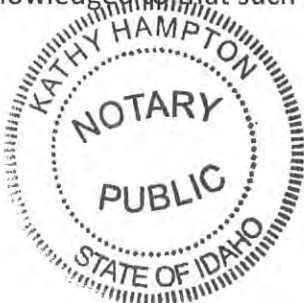

Kenneth McOmber

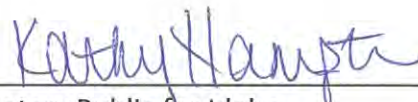
3-7-16
Date Signed

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 7TH day of MARCH, 2016, 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: 01-03-2020

February 2016 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT KENNETH MCOMBER TREASURER FEBRUARY, 2016											
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	2,500,887.53	20,005,887.53	1,480,764.33	5,500,000.00	1,336,094.46	4,939,327.98	4,500,000.00	372,559.35	1,005,858.99	16,505,000.00	17,510,858.99
HEALTH & ACCIDENT INSUR.	942,573.43	2,472,573.43	-	245,000.00	-	-	-	-	1,187,573.43	1,285,000.00	2,472,573.43
STREET	(1,506,096.26)	(1,506,096.26)	335,637.16	-	-	158,449.24	-	74,969.19	(1,403,877.53)	-	(1,403,877.53)
RECREATION	278,749.26	278,749.26	96,691.51	-	-	146,554.62	-	14,492.10	214,394.05	-	214,394.05
LIBRARY	314,094.86	1,514,094.86	56,295.22	200,000.00	-	162,312.26	200,000.00	6,615.58	201,462.24	1,200,000.00	1,401,462.24
AIRPORT PFC FUND	15,096.35	15,096.35	49,969.97	-	-	-	-	15,096.35	49,969.97	-	49,969.97
MUNICIPAL EQUIP. REPLCMT.	606,834.82	15,985,824.83	3,550.72	2,782,334.28	334,478.20	219,311.21	3,032,671.69	-	475,215.12	15,629,327.42	16,104,542.54
EL. LT. WEATHERIZATION FD	516,952.94	2,116,952.94	108,583.35	300,000.00	-	16,806.47	500,000.00	-	408,729.82	1,800,000.00	2,208,729.82
BUSINESS IMPRV. DISTRICT	85,997.13	85,997.13	14,722.00	-	-	25,000.00	-	-	75,719.13	-	75,719.13
EL. LT. RATE STABILIZATION FD	4,128,354.75	20,319,907.91	11,163.89	5,817,525.43	-	-	8,537,000.00	-	1,420,044.07	18,911,027.73	20,331,071.80
EL. LT. T&D CAPITAL ACCOUNT	1,100,000.00	15,214,728.64	-	-	-	-	-	-	1,100,000.00	14,114,728.64	15,214,728.64
GOLF	(554,956.23)	(554,956.23)	34,637.06	-	-	117,141.89	-	34,035.44	(671,496.50)	-	(671,496.50)
GOLF CAPITAL IMPROVEMENT	131,927.06	131,927.06	-	-	416.54	-	-	-	132,343.60	-	132,343.60
SELF-INSURANCE FD.	490,039.45	1,990,039.45	92,959.92	-	-	19,579.49	-	-	563,419.88	1,500,000.00	2,063,419.88
SANITARY SEWER CAP IMP.	546,324.23	1,046,324.23	5,015.40	-	-	-	-	-	551,339.63	500,000.00	1,051,339.63
MUNICIPAL CAPITAL IMP.	726,428.75	826,428.75	6,272.64	-	-	-	200,000.00	-	532,701.39	300,000.00	832,701.39
STREET CAPITAL IMPRV.	299,227.49	299,227.49	1,449.53	-	-	10,907.34	-	-	289,769.68	-	289,769.68
BRIDGE & ARTERIAL STREET	124,960.81	124,960.81	10,604.13	-	-	-	-	-	135,564.94	-	135,564.94
WATER CAPITAL IMPR.	1,202,031.85	2,202,031.85	9,184.00	-	-	-	400,000.00	-	811,215.85	1,400,000.00	2,211,215.85
SURFACE DRAINAGE	76,997.12	76,997.12	860.67	-	-	-	-	-	77,857.79	-	77,857.79
TRAFFIC LIGHT CAPITAL IMPRV	711,791.42	1,211,791.42	357.42	300,000.00	34,096.00	5,749.19	200,000.00	-	840,495.65	400,000.00	1,240,495.65
PARKS CAPITAL IMPROVEMENT	69,672.51	69,672.51	-	-	-	-	-	-	69,672.51	-	69,672.51
AIRPORT	669,103.26	3,569,103.26	97,280.42	1,500,000.00	3,568.61	198,324.75	1,300,000.00	61,021.00	710,606.54	2,700,000.00	3,410,606.54
WATER & SEWER	1,842,647.38	26,738,287.28	1,468,856.07	5,019,232.56	-	592,544.33	5,800,000.00	290,957.66	1,647,234.02	25,676,407.34	27,323,641.36
W & S EQUIPMENT REPLACE	305,237.66	1,000,237.66	3,871.27	100,000.00	-	-	-	-	409,108.93	595,000.00	1,004,108.93
W & S SANITARY INTERCPT	134,190.03	734,190.03	3,871.27	100,000.00	-	-	-	-	238,061.30	500,000.00	738,061.30
SANITATION	407,858.41	1,007,858.41	333,421.34	200,000.00	-	165,164.52	-	115,525.80	660,589.43	400,000.00	1,060,589.43
AMBULANCE	123,170.48	123,170.48	411,975.72	-	-	379,730.63	-	90,547.20	64,868.37	-	64,868.37
ELECTRIC LIGHT	2,674,669.41	9,635,134.74	4,712,869.72	3,019,367.00	-	4,211,642.91	3,813,000.00	632,685.14	1,749,578.08	7,754,098.33	9,503,676.41
PAYROLL FUND	914,814.55	914,814.55	3,188,834.25	-	-	3,756,205.73	-	-	347,443.07	-	347,443.07
PAYROLL EMPL. CHECKS	30,000.00	30,000.00	607,958.33	-	-	607,958.33	-	-	30,000.00	-	30,000.00
CLAIMS FUND	-	-	2,620,545.02	-	-	2,620,545.02	-	-	-	-	-
TOTAL ALL FUNDS	19,909,580.45	127,680,957.49	15,768,202.33	25,083,459.27	1,708,653.81	18,353,255.91	28,482,671.69	1,708,504.81	13,925,463.45	111,170,589.46	125,096,052.91

February 2016 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

CASH AND INVESTMENT REPORT

Feb-16

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS	
INSTITUTION	AMOUNT
BPA Loan Imprest (BICLI)	\$113,313.37
El. Lt. Imprest (BIELI)	\$127,856.66
Refund Acct. (BIRFD)	\$115,448.61
Wells Fargo Bank	\$6,082,399.79
Petty Cash	\$14,740.00
US Bank (US)	\$4,433,205.51
US Bank Payroll (USPAY)	\$30,000.00
US Bank Hitt Rd (USPW)	\$1,400,000.00
Wells Fargo Bank (WELLS)	\$1,600,831.42
Key Bank	\$7,668.09
TOTAL	\$13,925,463.45

INVESTMENT TYPE	INVESTMENTS				TOTAL
	TIME TO MATURITY				
	1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS	
Certificate of Deposit	\$1,090,000.00	\$5,975,620.00	\$2,325,000.00	\$7,670,000.00	\$17,060,620.00
U.S. Securities	\$5,000,000.00	\$0.00	\$352,000.00	\$5,173,337.50	\$10,525,337.50
Commercial Paper	\$9,988,915.56	\$29,945,072.78	\$5,985,843.33	\$0.00	\$45,919,831.67
Corporate Bonds	\$2,013,000.00	\$500,000.00	\$6,113,000.00	\$29,038,800.29	\$37,664,800.29
TOTAL	\$18,091,915.56	\$36,420,692.78	\$14,775,843.33	\$41,882,137.79	\$111,170,589.46

REGULAR AGENDA:



MEMORANDUM

DATE: February 29, 2016

TO: Mayor and City Council

FROM: Municipal Services Department

SUBJECT: Bid IF-16-10 Utility Terrain Vehicles

It is the recommendation of the Parks and Recreation and Municipal Services Departments to accept the lowest responsive, responsible bids of Krehbiels Sales from Aberdeen, Idaho, RMT Equipment from Boise, Idaho and Turf Equipment from Salt Lake City, Utah to furnish the Utility Terrain Vehicles listed below for a lump sum amount of \$78,254.13. Item III was awarded to the second low bidder. The low bidder did not meet the required specification of having independent front and rear suspensions. The vehicles are budgeted in the Municipal Equipment Replacement Fund.

Item		Quantity	Total Per Each	Total with Trade-Ins	Bidder
1	Utility Vehicle, 4 x 4 (Cemetery)	1	\$13,934.00	\$13,934.00	Krehbiels Sales
2	Utility Vehicles, 4 x 4 (Parks)	2	\$19,440.00	\$38,380.00	RMT Equipment
3	Utility Vehicles, 4 x 4 (Pinecrest Golf Course)	1	\$27,440.13	\$25,940.13	Turf Equipment
Lump Sum Total				\$78,254.13	

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

City of Idaho Falls

PO BOX 50220

IDAHO FALLS, IDAHO 83405

PHONE: (208) 612-8433

Office of Purchasing Agent

Opening Date: January 5, 2016

TABULATION BID IF-16-10

Four (4) New 2015 or Newer Utility Vehicles

BIDDER	Turf Equipment	Krehbiels Sales	RMT Equipment
Addendum Attached	Salt Lake City, Utah	Aberdeen, Idaho	Boise, Idaho
	X		X

ITEM	One (1) New or Newer Utility Vehicle, 4 x 4				No Bid
I	Manufacturer	Kawasaki	Kawasaki		
	Model	KAF620MGF	MULE 4010	4010 Mule 4 X 4	
	Year	2016	2016	2016	
	Delivery Time	45 Days	30 Days	30 Days	
	PRICE WITHOUT TRADE-IN	\$13,934.00	\$13,990.00	\$13,990.00	

BIDDER	Turf Equipment	Krehbiels Sales	RMT Equipment
Addendum Attached	Salt Lake City, Utah X	Aberdeen, Idaho	Boise, Idaho X
ITEM			
II	Two (2) New or Newer Utility Vehicles, 4 x 4	No Bid	No Bid
	Manufacturer		Cushman
	Model		1600 XD
	Year		2016
	Delivery Time		30 Days ARO
	PRICE PER EACH		\$19,440.00/\$38,880.00
	Trade-in Allowance #246		\$250.00
	Trade-in Allowance #251		\$250.00
	PRICE WITH TRADE-IN (EXTENDED COST)		\$38,380.00
ITEM			

III	One (1) New or Newer Utility Vehicle, 4 x 4	No Bid	
	Manufacturer		Jacobsen
	Model		Truckster XD
	Year		2015
	Delivery Time		30 Days ARO
	PRICE WITHOUT TRADE-IN		\$25,083.00
	Trade-in Allowance #9101		\$500.00
	PRICE WITH TRADE-IN		\$24,583.00

Utility Terrain Vehicles – Trade-ins

- Unit #246 2002 UTV Kawasaki Mule, Model #3010 with Snow Plow
Purchased on 01/07/2002 for \$9,576.00
Total hours: 2282 – (expected life: 2,000 hours)
- Unit #251 2001 UTV, Kawasaki Mule Model #3010 with Snow Plow
Purchased on 11/13/2001 for \$7,987.00
Total hours: 2380 – (expected life: 2,000 hours)
- Unit #9101 2002 Utility Vehicle, Cushman Truckster, Model #898628
Purchased on 04/09/2003 for \$14,900.00
Total hours: 2046 – (expected life: 2,000 hours)



MEMORANDUM

DATE: March 2, 2016

TO: Mayor and City Council

FROM: Pamela Alexander
Municipal Services Department


SUBJECT: Bid IF-16-16 Ultrasonic Water Meters

It is the recommendation of Public Works and Municipal Services Departments to accept the lowest responsive, responsible bid from HD Fowler Company to furnish the various sizes of Meter Meter ultrasonic water meters for a lump sum amount of \$82,561.95. The meters are budgeted items in the Water Fund.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

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

Office of the Purchasing Agent

Opening Date February 29, 2016

TABULATION BID IF-16-16

Ultrasonic Water Meters

BIDDER

HD Fowler Co.
Idaho Falls, Idaho

	<u>Quantity</u>	<u>Price Per Each</u>	<u>Extended Price</u>
Ultrasonic Water Meter, 2"	12	\$1,398.46	\$16,781.52
Ultrasonic Water Meter, 3"	3	\$1,560.23	\$4,680.69
Ultrasonic Water Meter, 4"	15	\$2,082.93	\$31,243.95
Ultrasonic Water Meter, 6"	9	\$3,317.31	\$29,855.79
Lump Sum Total			<u>\$82,561.95</u>

Delivery Time: 6-8 Weeks ARO



City of Idaho Falls

PUBLIC WORKS DEPARTMENT

P.O. BOX 50220

IDAHO FALLS, IDAHO 83405

www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 1, 2016

Subject: **BID AWARD – MAJOR STREET OVERLAYS - 2016**

On March 1, 2016, bids were received and opened for the Major Street Overlays - 2016 project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, Inc., in an amount of \$ 332,029.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

A handwritten signature in blue ink, reading "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

0-00-00-0-STR-2016-04

2016-21

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Major Street Overlays - 2016

Number..... 0-00-0-0-STR-2016-04

Submitted Kent J. Fugal, T.E., PTOE

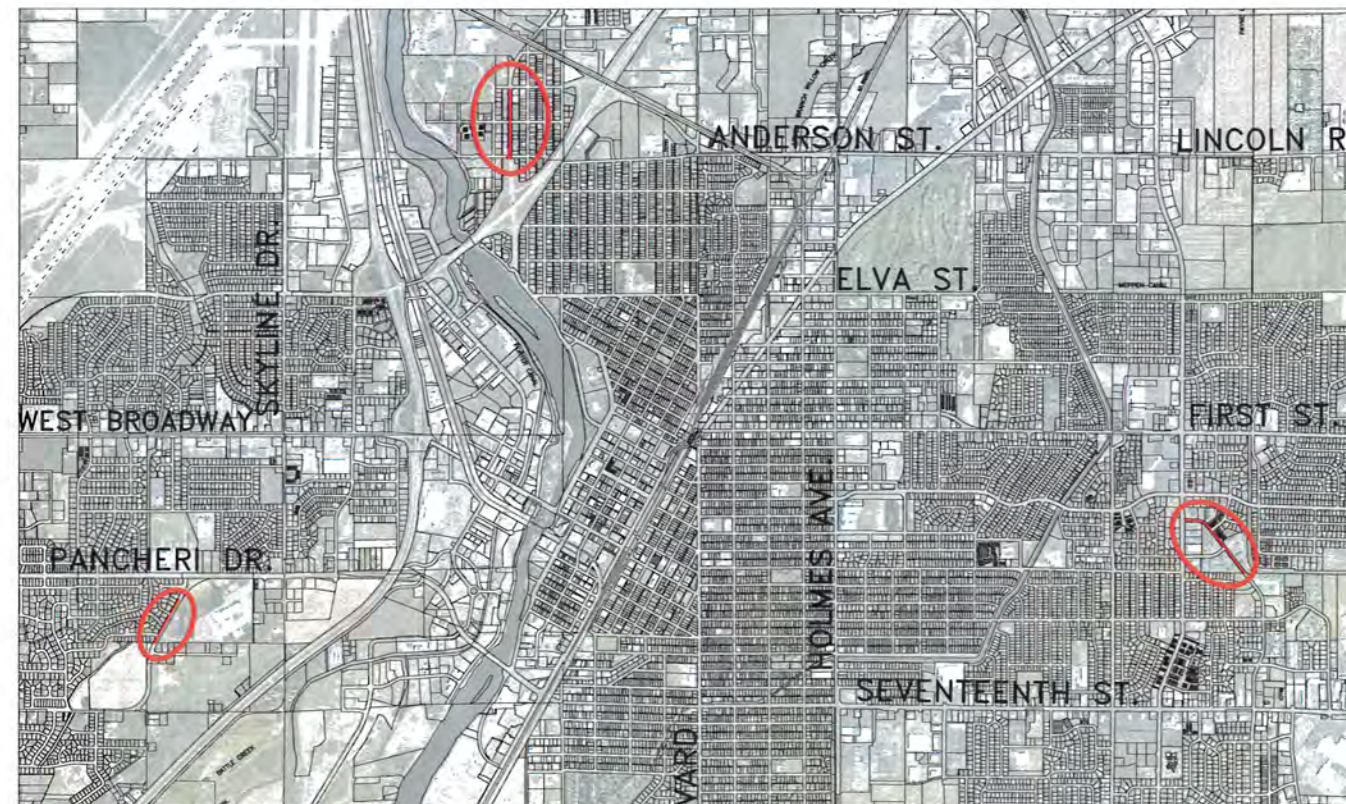
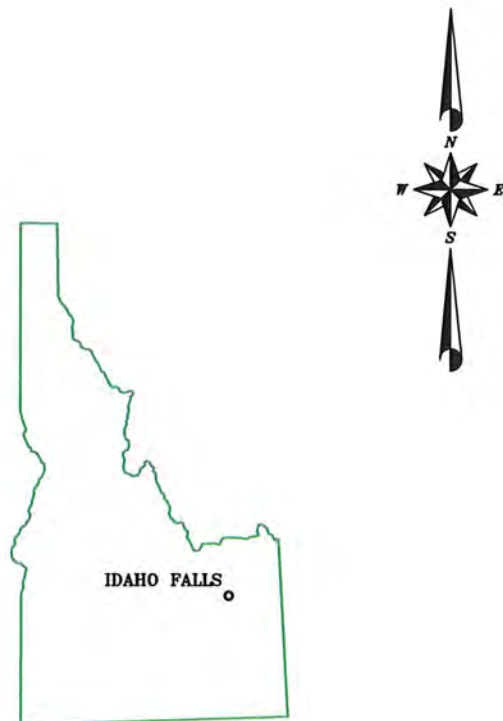
Date..... March 1, 2016

				Engineer's Estimate		HK Contractors, Inc.		TMC Contractors, Inc.		DePatco, Inc.	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES											
209.03.4	Removal of Curb and Gutter	854	L.F.	\$5.00	\$4,270.00	\$2.50	\$2,135.00	\$7.00	\$5,978.00	\$3.00	\$2,562.00
209.03.5	Removal of Sidewalk	350	S.Y.	\$12.00	\$4,200.00	\$3.00	\$1,050.00	\$12.00	\$4,200.00	\$8.00	\$2,800.00
SURFACE COURSES AND PAVEMENT											
309.05.4	2.25" Asphalt Plantmix Pavement for an Overl	3438	TON	\$70.00	\$240,660.00	\$68.50	\$235,503.00	\$71.00	\$244,098.00	\$79.70	\$274,008.60
INCIDENTAL CONSTRUCTION											
409.01.2	Adjust Manhole Ring	14	EACH	\$450.00	\$6,300.00	\$500.00	\$7,000.00	\$500.00	\$7,000.00	\$400.00	\$5,600.00
409.02.2	Adjust Water Valve Box	19	EACH	\$300.00	\$5,700.00	\$400.00	\$7,600.00	\$320.00	\$6,080.00	\$275.00	\$5,225.00
409.22.3	Milling (Edge Treatment)	6792	L.F.	\$2.00	\$13,584.00	\$2.00	\$13,584.00	\$2.25	\$15,282.00	\$1.90	\$12,904.80
409.22.4	Milling (End Treatment)	316	L.F.	\$15.00	\$4,740.00	\$9.00	\$2,844.00	\$36.50	\$11,534.00	\$10.00	\$3,160.00
PORTLAND CEMENT CONCRETE											
509.02.2	Combination Curb and Gutter - Type STAND/	709	L.F.	\$25.00	\$17,725.00	\$27.00	\$19,143.00	\$28.00	\$19,852.00	\$23.00	\$16,307.00
509.02.4	Valley Gutter	145	L.F.	\$48.00	\$6,960.00	\$60.00	\$8,700.00	\$56.00	\$8,120.00	\$55.00	\$7,975.00
509.03.2	4" Flatwork	331	S.Y.	\$50.00	\$16,550.00	\$70.00	\$23,170.00	\$73.00	\$24,163.00	\$60.00	\$19,860.00
509.03.2	6" Flatwork	19	S.Y.	\$65.00	\$1,235.00	\$100.00	\$1,900.00	\$82.00	\$1,558.00	\$135.00	\$2,565.00
SPECIAL PROVISIONS											
SP - 1	Lower Manhole Ring	6	EACH	\$400.00	\$2,400.00	\$500.00	\$3,000.00	\$370.00	\$2,220.00	\$220.00	\$1,320.00
SP - 2	Lower Water Valvew Box	14	EACH	\$250.00	\$3,500.00	\$400.00	\$5,600.00	\$230.00	\$3,220.00	\$190.00	\$2,660.00
SP - 3	Remove & Reset Sign	1	EACH	\$100.00	\$100.00	\$800.00	\$800.00	\$200.00	\$200.00	\$450.00	\$450.00
TOTAL					\$327,924.00		\$332,029.00		\$353,505.00		\$357,397.40

MAJOR STREET OVERLAYS – 2016

PROJECT # 0-00-00-0-STR-2016-04

PROJECT LOCATIONS



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN


ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2016



AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DIVISION			
MAJOR STREET OVERLAYS – 2016 TITLE SHEET			
CHEK BY:	K.J.F.	DSG BY:	Y.G.
FILE NO. 0-00-00-0-STR-2016-04	DATE PLOTTED:	1-29-16	SHEET NO. 1 OF 4
DWG NO. Titlepage			



City of Idaho Falls

PUBLIC WORKS DEPARTMENT

P.O. BOX 50220

IDAHO FALLS, IDAHO 83405

www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 1, 2016

Subject: **BID AWARD – SEAL COATS - 2016**

On March 1, 2016, bids were received and opened for the Seal Coats - 2016 project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, TMC Contractors, Inc. in an amount of \$ 468,818.35 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

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

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

0-00-00-0-STR-2016-03

2016-22

City of Idaho Falls

Engineering Department Bid Tabulation

Project..... Seal Coats - 2016

Number..... 0-00-00-0-STR-2016-03

Submitted Kent J. Fugal, P.E., PTOE

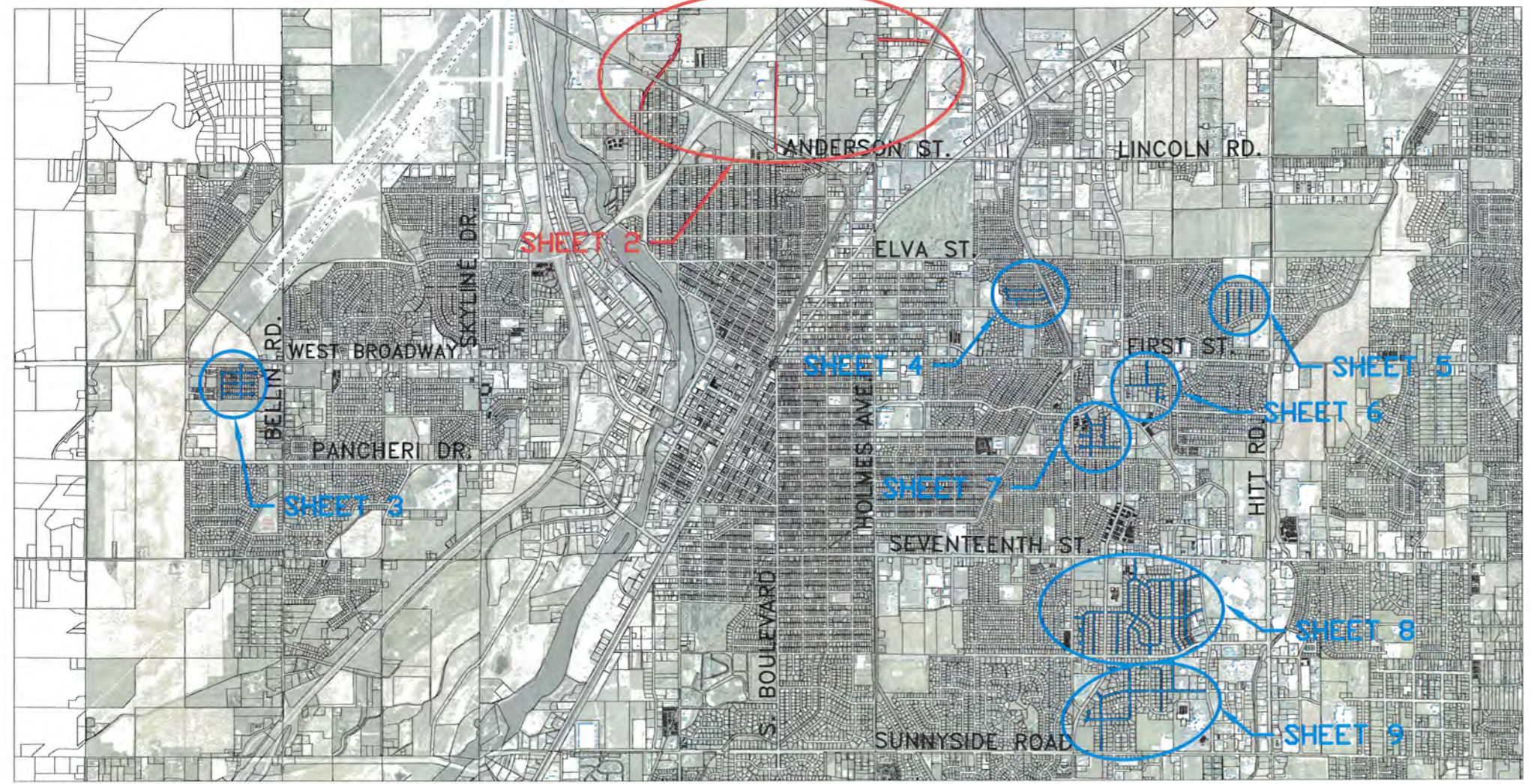
Date..... March 1, 2016

				Engineer's Estimate		TMC Contractors, Inc.		HK Contractors, Inc.	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
SURFACE COURSES AND PAVEMENT									
309.03.2	Seal Coat (Major Streets)	36495	S.Y.	\$2.65	\$96,711.75	\$2.03	\$74,084.85	\$2.65	\$96,711.75
309.03.2	Seal Coat (Minor Streets)	194450	S.Y.	\$3.25	\$631,962.50	\$2.03	\$394,733.50	\$2.25	\$437,512.50
TOTAL					\$728,674.25		\$468,818.35		\$534,224.25

SEAL COAT – 2016

PROJECT # 0-00-00-0-STR-2016-03

PROJECT LOCATIONS



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2016



AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DIVISION			
SEAL COAT – 2016 TITLE SHEET			
CHEK BY: K.J.F.	DSG BY: Y.G.	DWN BY: Y.G.	
FILE NO. 0-00-00-0-STR-2016-03	DATE PLOTTED: 2-10-16	SHEET NO. 1 OF 9	
DWG NO. Titlepage			

MEMORANDUM

To: Honorable Mayor and City Council

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

Date: March 10, 2016

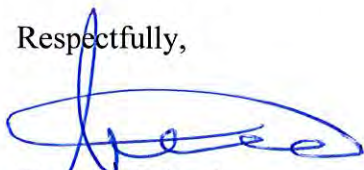
Subject: **IDAHO FALLS ZOO AT TAUTPHAUS PARK CONCESSION AGREEMENT
RENEWAL**

Mayor and Council:

Attached for your consideration is the Idaho Falls Zoo at Tautphaus Park Concession Agreement. This food and beverage concessions agreement has a one (1) year term and 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 with Mountain Foods.

Respectfully,



Greg A. Weitzel
Department of Parks and Recreation

laj

Attachment

cc: Mayor
City Clerk
File

**AGREEMENT BETWEEN JAMES LEE AND ANTOINETTE LEE
AND THE CITY OF IDAHO FALLS, IDAHO**

This AGREEMENT, made this ____ day of _____, 201__, by and between the City of Idaho Falls, Idaho, a municipal corporation (hereinafter called "CITY") and James Lee and Antoinette Lee, husband and wife, acting as sole proprietors doing business as Mountain Foods, (hereinafter called "COMPANY"), whose address is 1301 Cornerstone Drive, Idaho Falls, Idaho 83401.

WITNESSETH:

For and in consideration of the mutual promises, covenant and conditions set forth herein, the parties agree as follows:

1. GRANT OF RIGHT OR LEASE. Subject to the terms and conditions of this Agreement, CITY hereby grants to COMPANY a license to operate a food, beverage, and confections concession facility within the Idaho Falls Zoo at Tautphaus Park at the location shown on Exhibit "A" attached hereto and by this reference made a part hereof. Nothing herein shall be construed or deemed to allow COMPANY to conduct any other business or activity without the prior written permission of CITY.
2. TERM. The term of this Agreement is for one (1) year and shall commence on April 1, 2016, and shall terminate on December 31, 2016.
3. EXCLUSIVE CONCESSION RIGHT. CITY shall not permit or allow any other private commercial food service enterprise organization to generally operate any other food, beverage or confection concessions facility within the Idaho Falls Zoo at Tautphaus Park area (hereafter referred to as the "Zoo Area"), as shown on Exhibit "A" attached hereto. Subject to the provisions of Section 9(d)(iii) hereof, nothing herein shall preclude the sale or dispensing of food, beverages, or confections to persons attending or participating in any special event approved by CITY and sponsored by any charitable or civic organization or any party, gathering, or social event sponsored by an employer or civic organization, provided such event, gathering, or party does not exceed a period of three (3) consecutive days.
4. VENDING. COMPANY is hereby granted the exclusive right to place food and beverage vending machines within the Zoo Area, provided such vending machines do not obstruct, impede or in any way interfere with the safe, sound, and efficient operation of the Zoo. Placement of any vending machine within such Area must be pre-approved by the Zoo Superintendent in writing. Company shall forfeit such exclusive right if Company fails to install a vending machine within thirty (30) days after commencement of this License term or fails to use and operate a vending machine within such Area for a period of more than thirty (30) consecutive operational days. For the purposes hereof, an "operational

day” shall be a full or partial day when the Idaho Falls Zoo at Tautphaus Park is open to the general public for admission.

5. RULES AND REGULATION, AND COMPLIANCE WITH LAW. COMPANY agrees to abide by all reasonable rules and regulations promulgated by the Director of Parks and Recreation, with respect to the operation of the Zoo or Tautphaus Park. COMPANY further agrees to abide by all ordinances of CITY and all applicable state or federal statutes or laws.
6. BEER AND ALCOHOLIC BEVERAGES PROHIBITED. COMPANY agrees that it will not sell, distribute, or offer for sale beer, wine, or other alcoholic beverage within the Zoo area.
7. CONCESSIONS FEES. COMPANY agrees to pay CITY as compensation for the rights granted herein the sum of no less than five percent (5%) of the gross monthly receipts derived by COMPANY from the conduct of its concessions business within the Zoo Area. For the purposes hereof, the term “gross receipts” shall mean all revenues and receipts from all sources of any kind and nature derived from the operation of the concession facility as contemplated herein or from the grant of the rights and privileges hereunder, except monies collected for state sales tax. All compensation shall be payable on a monthly basis and shall be due on the fifteenth (15th) day of the month following the month in which the gross receipts are received by Company. In the event COMPANY fails to pay said compensation in full on or before the due date, COMPANY shall also pay a late payment penalty of fifty dollars (\$50). Interest shall accrue at a rate of eighteen percent (18%) per annum on any amounts not paid when due. All fees shall be paid to the office of the City Treasurer, P.O. Box 50220, Idaho Falls, Idaho 83405-0220. Simultaneously with the delivery of such payment, COMPANY shall deliver a report reflecting the daily gross receipts collected and derived from the operation of the business for each operating day during the month for which such fee is payable.
8. FINANCIAL RECORDS. COMPANY shall maintain complete and accurate financial records fully accounting for all gross receipts and disbursements related to all business conducted upon the premises, including sales tax collected. COMPANY agrees to permit CITY to inspect and/or audit COMPANY’s financial records upon reasonable notice to COMPANY and during regular business hours. COMPANY agrees to keep all records in accordance with standard accounting and bookkeeping practices.
9. OPERATION OF BUSINESS. COMPANY agrees to operate the concession stand in a lawful and courteous manner and shall keep the premises, including the dining area, in safe and clean condition at all times and free from trash and debris accumulation. This includes, without limitation, promptly wiping down picnic tables and keeping them clean and free of litter and debris. COMPANY shall obtain and maintain all public health or restaurant or concession licenses required by law and shall abide by all rules and

regulations applicable thereto. COMPANY must operate the concessions facility as follows:

a. Days of Operation

- i. Except for Mondays, concessions must be operational from the day the Zoo opens for the regular season until the day the Zoo closes for the regular season.
- ii. Inclement Weather Closure – should weather conditions dictate a substantial drop in zoo attendance, COMPANY may close the concessions stand on a regular day of operation provided it notifies Zoo Management of such closure, not less than one (1) hour in advance of such closure.

b. Hours of Operation – COMPANY's hours of operation must be posted on the concessions stand at all times when the facility is open for business. In the event of a non-operational day or early closure, COMPANY must place a notice on the concessions stand stating that it is closed for business. Except as set forth below, COMPANY shall operate the concession stand during the following hours:

- i. From Zoo Opening Day to the Friday before Memorial Day weekend: 10:00 a.m. to 4:30 p.m.
- ii. Memorial Day weekend through Labor Day weekend, 10:00 a.m. to 5:30 p.m.
- iii. The day after Labor Day through Zoo closing: 10:00 a.m. to 4:30 p.m.

c. Closures – Notwithstanding the foregoing, CITY recognizes the variability in attendance and that on days of low visitation it may not be financially sound to operate the concessions stand during inclement weather or when Zoo attendance is insignificant. COMPANY and CITY agree to cooperate in good faith and mutually agree to close the concessions stand whenever there is a substantial decrease in Zoo attendance.

d. Special Events

- i. Except for Mondays, COMPANY agrees to operate the concession stand for various Zoo special events, whenever the dates and times are communicated to COMPANY by the Zoo Superintendent at least three (3) business days in advance of the date of such event.

- ii. COMPANY will create and provide a special “Birthday Party” package that can be purchased by a member of the public when such members have reserved a Birthday Party event at the Zoo. In the event a “Birthday Party Package” is not purchased, no outside food, except a birthday cake and beverage, may be brought in by the public.
- iii. CITY agrees that it will not allow the Sponsor of a special event, as approved by CITY pursuant to Section 3 of this Agreement, to secure or arrange for food or beverage catering services for such special event from a vendor other than COMPANY, until such Sponsor has solicited in writing a proposal from COMPANY to provide such services. In the event COMPANY and Sponsor are unable to negotiate an acceptable arrangement within twenty-four (24) hours after the Sponsor delivers to COMPANY such written solicitation, or if COMPANY fails to deliver a written proposal to the Sponsor within such time frame, and after receipt of such written solicitation, then and in such event Sponsor may, at his or her sole discretion, seek catering services from a vendor other than COMPANY and COMPANY shall forfeit all rights to provide food, beverage or catering services for such special event.

e. General Operation

- i. All food, beverages, and confections sold or offered for sale by COMPANY from the concession facility shall be first approved by the Superintendent of the Zoo.
- ii. COMPANY will ensure that its management staff is an appropriate amount of professionally trained, experienced in public relations, and possess all skills necessary to operate a contract concessions operation of high quality. The management will be responsible for all guest complaints or concerns about the quality of food, customer relations and the timeliness of service. If Management is not on site at the time of a customer complaint, there must be a plan in place for Management to be notified of complaints and action to be taken.
- iii. A knowledgeable representative of COMPANY shall attend all regularly scheduled Zoo Staff Meetings in order to facilitate communication about special events. CITY shall keep COMPANY apprised of the dates, times, and locations for such meetings.
- iv. All employees of COMPANY who work within the concessions facility shall wear uniforms approved by the Superintendent of the Zoo.

- v. All employees of COMPANY who work within the concessions facility must undergo safety training with Zoo staff. All employees of COMPANY who work within the concessions stand must be proficient in use of the Zoo's two-way radios in the event of emergency.
- vi. Prior to the commencement of each operational season, COMPANY will provide the Zoo with a current organizational chart outlining COMPANY's chain of command. The same will also be provided to the Contractor for the Zoo's chain of command. Each party shall endeavor to keep the other party apprised of any significant changes in their respective organizational structure.
- vii. COMPANY shall be responsible for all costs and maintenance of insect and rodent control in all areas of food production, service and storage, including under the concessions stand. A schedule of frequency of service shall be provided to the Zoo.
- viii. The Zoo agrees to inform incoming Zoo patrons that "No outside food is allowed" on Zoo grounds with signage at the front of the Zoo, a statement in the Zoo map and posting of the information on the Zoo's website.

10. INSURANCE AND INDEMNIFICATION. Prior to commencing operations, COMPANY shall secure and maintain public liability insurance with a reliable insurance company authorized to do business within the State of Idaho, which policy shall have limits of not less than five hundred thousand dollars (\$500,000) single limit liability for personal injury, death, and property damage. Such insurance shall also have an endorsement naming CITY as an insured thereon and shall further provide that such insurance shall not be canceled unless at least thirty (30) days written notice shall be first given to CITY. Within thirty (30) days after the execution of this Agreement, COMPANY shall provide CITY with copy of a certificate evidencing such insurance. COMPANY further agrees to indemnify, save and hold harmless CITY from any and all claims, actions, suits, attorney's fees, costs, and expenses arising from or in any way connected with COMPANY's operation of its business or use of the premises.

11. UTILITIES. CITY shall ensure that water, sewer, and electrical power utility services are made available to the concession facility. COMPANY shall pay for all electrical services on a monthly basis, in accordance with Idaho Falls Power Customer Service policies. COMPANY will provide their own propane service. CITY will provide at its own expense water, garbage, and sewer service. COMPANY will provide all janitorial and cleaning services for the concessions stand.

12. MAINTENANCE OF THE BUILDING AND STRUCTURES. CITY shall be responsible for the maintenance or replacement of items 1-19. All other items are the responsibility of COMPANY.

1. Rankin Four (4) burner grill with flattop
2. One (1) well electric food steamers
3. Sharp cash register
4. Gehl nacho/chili machine
5. 8 head soda fountain
6. Refrigerator
7. Stainless steel hood/exhaust fan system
8. Swamp cooler
9. Fast recovery hot water system
10. Microwave oven
11. Stainless steel hand washing sink
12. Towel dispenser
13. Hand soap dispenser
14. Stainless steel dishwashing sink with food prep table
15. Four (4) stainless steel tables – various sizes
16. Storage shelves (located throughout the trailer)
17. Two (2) commercial grade rubber floor mats
18. Commercial deep fryer
19. The roof, walls, floors, internal electrical systems, and sides of the trailer

13. INSURANCE OF THE PREMISES AND IMPROVEMENT. COMPANY shall have no obligation to maintain property damage, fire, and hazard insurance for the concession facility nor shall CITY have any obligation to provide insurance for loss or damage to COMPANY's personal property stored, kept or maintained on the premises. Insurance for other improvements installed upon the premises by COMPANY will be the responsibility of COMPANY. If COMPANY installs permanent, fixed improvement to the concessions facility, those improvements shall become the property of CITY upon termination or expiration of this Concessions Agreement.

14. REMOVAL OF DEBRIS AND TRASH. COMPANY shall keep the dining area and picnic tables clean and free of debris, trash and litter; provided, however, CITY will remove at its own expense all trash deposited in CITY-approved waste containers located upon the premises, once the containers become full, but in no event less than daily.

15. TERMINATION. In the event COMPANY shall fail to substantially conduct business upon the leased premises for three (3) consecutive operational days during the operational season of the Zoo, this Concession Agreement may be terminated by CITY upon thirty (30) days written notice delivered to COMPANY. In the event of any termination of this Agreement, whether under this paragraph or otherwise, or upon the expiration hereof,

COMPANY agrees to restore the premises to the same condition as existed upon the commencement of this Agreement.

16. INCORPORATION OF BID DOCUMENTS. This License is granted pursuant to a Request for Proposal. All terms and conditions set forth in such RFP are incorporated herein by reference and shall be binding upon COMPANY, as though such terms and conditions were expressly set forth herein. In the event of any irreconcilable inconsistency between the terms of such RFP and the terms of this Agreement, the terms of this Agreement shall prevail.
17. DEFAULT. Time is of the essence for this Agreement. In the event COMPANY fails to fully keep and perform all of its covenants and obligations set forth herein and fails to remedy any breach hereof within thirty (30) days after written notice has been delivered to COMPANY, then CITY may terminate this Agreement, and COMPANY shall immediately vacate the premises. Such remedy shall be cumulative and CITY may concurrently pursue any other remedies at law to which it may be entitled, except to the extent such remedies are inconsistent.
18. NOTICES. All notices required or permitted by this Agreement shall be mailed to the parties at the following addresses:

City of Idaho Falls
P.O. Box 50220
Idaho Falls, ID 83405

James and Antoinette Lee
1301 Cornerstone Drive
Idaho Falls, ID 83401

All notices shall be deemed delivered upon the deposit thereof in the U.S. Mail, certified mail, return receipt requested, postage prepaid, and addressed to the receiving party at the address set forth above or such other address which has been delivered in writing in the same manner to the sending party.

19. ATTORNEY'S FEES. In the event it becomes necessary to enforce the terms and provisions hereof, the defaulting party agrees to pay the reasonable attorney's fees and costs of the prevailing party.
20. COMPLETE AGREEMENT. This writing evidences the complete and final Agreement between the parties, and no other representation, covenant, promise, or statement of the parties shall be binding except as expressly set forth herein.

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

CITY OF IDAHO FALLS

By: _____

Mayor Rebecca L. Noah Casper

MOUNTAIN FOODS

By: _____

James Lee

By: _____

Antoinette Lee

STATE OF IDAHO)
)ss.
County of Bonneville)

On this ____ day of _____, 201__, before me, the undersigned, a notary public, in and for said State, personally appeared JAMES LEE and ANTOINETTE LEE, husband and wife doing business as Mountain Foods, a sole proprietorship, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(SEAL)

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

STATE OF IDAHO)
)ss.
County of Bonneville)

On this ____ day of _____, 201__, 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, the municipal corporation that executed the foregoing document, and acknowledged to me that such City executed the same.

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

(SEAL)

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

MEMORANDUM

To: Honorable Mayor and City Council

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

Date: March 10, 2016

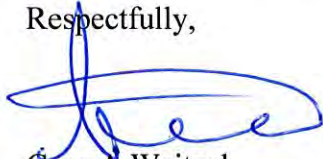
Subject: **TAUTPHAUS PARK ARCADE CONCESSION AGREEMENT RENEWAL**

Mayor and Council:

Attached for your consideration is the Tautphaus Park Arcade Concession Agreement. This one (1) year 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 with LOML, L.L.C d/b/a Funland.

Respectfully,



Greg A. Weitzel
Department of Parks and Recreation

laj

Attachment

cc: Mayor
City Clerk
File

**TAUTPHAUS PARK ARCADE CONCESSION AGREEMENT BETWEEN
CITY OF IDAHO FALLS, IDAHO AND LOML, L.L.C.**

THIS TAUTPHAUS PARK ARCADE CONCESSION AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND LOML, L.L.C. (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2016, 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 LOML, L.L.C. d/b/a Funland, a limited liability company, 1680 Lindsey Blvd., Idaho Falls, Idaho (hereinafter "COMPANY").

WITNESSETH:

For and in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. Grant of Right or License. CITY hereby grants and conveys to COMPANY the right or license to operate an outdoor amusement park and concession facility within the area shown on Exhibit "A" attached hereto and by this reference made a part hereof. COMPANY shall also have the exclusive right to operate outdoor amusement devices and equipment and other appurtenant machinery, and to sell and purvey food, soft drinks, and confections within such area. Nothing herein shall be construed or deemed to allow COMPANY to conduct any other business or activity without prior written permission of the CITY.
2. Term. The term of this Agreement is for one (1) year commencing on February 1, 2016, and terminating on January 31, 2017.
3. Hours of Operation. COMPANY shall operate its business during the following hours and season.
 - a. Pre-season: COMPANY agrees to operate the amusement park and log building concessions on the weekends beginning the first full weekend in May through Memorial weekend from 12:00 p.m. until 7:00 p.m., each day. COMPANY agrees to open during the week by reservation only.
 - b. Regular Season: COMPANY agrees to operate the amusement park and log building concessions beginning Memorial Day weekend through Labor Day weekend from 11:30 a.m. until 7:00 p.m. Monday through Saturday and 12:00 p.m. until 7:00 p.m. on Sunday.
 - c. Post Season: COMPANY agrees to operate the amusement park and log building

concessions on the weekends beginning Labor Day weekend through the last weekend in September from 12:00 pm. until 7:00 p.m. local time each day. COMPANY agrees to open during the week by reservation only.

- d. Inclement Weather: Due to inclement weather or other unforeseen emergency, or related circumstances, and in the application of best business practices, COMPANY may decide to close operations temporarily or for the day, at any time during the season. In the event such a decision is made by COMPANY, COMPANY shall contact Parks and Recreation Division at (208) 612-8480 to inform CITY of COMPANY's decision.
4. Operation of Business. COMPANY agrees to operate its business in a lawful and courteous manner, keep its equipment in a safe and good operating condition, and keep the premises in a clean, orderly and sanitary condition. Without in any way limiting the foregoing, COMPANY shall:
- a. Keep the entire premises free of unsecured trash, debris and graffiti at all times during operating hours.
 - b. Ensure the chain-link and other fencing surrounding the premises is properly maintained and kept free of rust, tears, rips and cracks. All fabric, top rails, top caps, hinges and gates shall be kept in good working condition and not allowed to become unsightly
 - c. Ensure the interior and exterior of all structures upon the premises are regularly painted and kept free of flaked, peeling or chipped paint, loose boards, protruding screws or nails.
 - d. Keep the miniature golf course and appurtenant score boards free of debris, trash, trip hazards, tears, rips in putting services, flaked, peeling or chipped paint, loose boards, protruding screws or nails, shall be promptly repaired.
 - e. Keep all walking paths or areas open to the public free of trash, debris, and other clutter.
 - f. Regularly maintain all amusement rides, equipment or machinery used in conjunction therewith and ensure their safe operating condition and neat and attractive appearance.
 - g. Keep the roof, exterior walls, lighting and interior improvements of the half- dome

train storage building clean and in a good state of repair, free from flaked, peeling or chipped paint, loose board, rotting wood, protruding screws and nails.

All of such work shall be completed prior to the commencement of the Pre-season and shall be continued thereafter, as necessary, throughout the remainder of the operating season (including the Post Season).

5. Covenant Against Competition: Amusements. CITY agrees that it does not permit or allow any other private commercial enterprise or non-profit organization to install, construct, or operate any other mechanical outdoor amusement devices or equipment of a kind substantially similar to the outdoor amusement devices now utilized by COMPANY, within the public park known as Tautphaus Park. Nothing herein shall be deemed to prevent or prohibit CITY from installing or permitting others to install any playground equipment or amusement device for use by the general public without charge.
6. Covenant Against Competition: Food and Drink Concessions. With the exceptions noted below, CITY agrees that it will not permit nor allow any other private commercial enterprise or non-profit organization to construct or operate any food, beverage, or confection concession-stand or facility within the area shown in Exhibit "A" (excluding the Ice Rink/Picnic Shelter and Zoo) from the first Saturday in April through the last Sunday in September of each year during the term of this Agreement.

Nothing herein shall preclude or prohibit any baseball team, athletic organization, religious, benevolent or charitable entity, civic organization, or other youth or business group or organization from catering or selling food, beverages, drinks, or confections to persons affiliated with, employed by, or directly associated with the business, group, or organization sponsoring an event within Tautphaus Park, including sport tournaments within the area shown in Exhibit "A," nor shall anything herein preclude the charging of a fee for general admission to such events.

Nothing herein shall preclude the sale or dispensing of food, beverages or confections to persons attending or participating in any special event approved by CITY Director of Parks and Recreation and sponsored by or for the benefit of any religious, charitable, benevolent organization, youth group or civic organization or public entity or association, including CITY, provided such event does not exceed a period of three (3) consecutive days.

7. Rules and Regulations, and Compliance With Law. COMPANY agrees to abide by all reasonable rules and regulations promulgated by the Director of Parks and Recreation, all ordinances of the CITY, and all applicable state or federal statutes, regulations or laws, including best practices provided by ASTM, IAPA and ANSI standards. COMPANY shall not permit nor allow any illegal action, practice or enterprise to be conducted on the premises. COMPANY further agrees to abide by all laws and ordinances of CITY and the State regulating the sale of alcoholic beverages within CITY, as the same now exist or as

may be lawfully adopted hereafter. Nothing herein shall be deemed to grant the COMPANY a CITY license under such laws or ordinances.

8. Rent. COMPANY agrees to pay CITY as a use fee or compensation for the rights granted herein the sum of five percent (5%) of the gross receipts derived by COMPANY from the conduct of its business and use of the rights granted herein. For the purposes hereof, the term "gross receipts" shall mean all revenues and receipts from all sources of any kind and nature except for the state sales tax. All rent shall be due and payable on the 10th day of the month following the month in which the gross receipts are received by COMPANY. All rent shall be paid to the offices of the City Treasurer, P.O. Box 50220, Idaho Falls, Idaho, 83405. Simultaneously with the delivery of such rent payment, COMPANY shall deliver a copy of reports filed with the Idaho State Tax Commission reflecting the daily gross receipts collected and derived from the operation of the business for each operating day during the month for which such rent is payable.
9. Installation of New Devices. COMPANY agrees that it shall not install, replace, or remove any ride, amusement device or equipment without prior written approval of CITY Director of Parks and Recreation.
10. Record Keeping.
 - a. COMPANY shall keep records for all attractions as follows:
 1. Any maintenance or rehabbing of the attractions or facilities, plus all documentation of daily preventive maintenance checks preformed;
 2. Any medical injuries (whether the injury is considered a minor to major injury);
 3. All health codes are being followed and being maintained in the concessions operations;
 4. Calendar of events and groups to assist in coordinating park traffic needs.
 - b. CITY reserves the right to hire a third party organization to inspect COMPANY facilities, records and equipment during operating season. COMPANY will participate in costs associated with inspection and pay up to fifty percent (50%) of associated costs. CITY further reserves the right to require no less than two (2) inspections per operating season.
11. Examination of Books and Records. CITY shall have at all reasonable times and places, the right to examine all financial records of the COMPANY reflecting COMPANY's daily

gross receipts or otherwise containing supporting data upon which the report submitted to the Idaho State Tax Commission is based.

12. Company Staff.

- a. COMPANY shall provide and supervise an adequate number of trained employees to render good service and perform necessary maintenance on attractions and on the operations. COMPANY shall provide and supervise an adequate number of trained employees to clean, mop, sanitize, stock, empty trash cans and place trash can liners in cans at the park seating area located on agreed upon the property. COMPANY agrees that it shall not hire or retain any employee who has been convicted of any crime of violence, or crime involving theft, or any felony, within the ten (10) previous years.
- b. COMPANY shall designate one (1) member of their staff as the Facility Manager with whom CITY may communicate with on a daily basis. The Facility Manager shall devote substantial time and attention to the operation and be directly involved in all operations. In addition, the Facility Manager shall be fully acquainted with all operations and be familiar with the terms and conditions of this Agreement.
- c. COMPANY shall furnish courteous, efficient and quality service to meet the reasonable demands of CITY and all COMPANY customers. COMPANY shall control, and is responsible for, the conduct, demeanor and appearance of its officers, agents, employees, representatives, guests, contractors and others while doing business as provided herein.
- d. CITY may at any time give COMPANY written or verbal notice to the effect that the conduct or action of any designated employee of COMPANY is, in the reasonable belief of CITY, detrimental to the interest of the public patronizing. COMPANY will meet with CITY to consider the appropriate course of action with respect to such matter, and COMPANY shall take reasonable measures to assure CITY that the conduct and activities of COMPANY employees will not be detrimental to the interest of the public.
- e. COMPANY shall provide an alcohol, smoking and drug free zone, which includes employees being alcohol, smoking and drug free at all times.

13. City Staff.

- a. CITY will support COMPANY where practicably providing courteous and professional assistance when requested. CITY will communicate with COMPANY regarding birthday parties, group events and after-hour events at

the park, where practicable.

- b. CITY will attempt to address any issues presented to CITY by COMPANY regarding needs and will work with COMPANY to resolve issues in a timely manner.
 - c. CITY will endeavor to meet with COMPANY on a bi-monthly basis to discuss general COMPANY related items, events, parties and review operations.
14. Health Inspections. CITY may contact the Bonneville County Health Department and request an inspection of the log concessions building at any time or for any reason.
15. Insurance and Indemnification.
- a. CITY shall be responsible for the following:
 - 1. CITY may, at its sole discretion, maintain fire and property damage insurance for the log concession hut exclusive of the contents.
 - 2. CITY shall have no obligation to maintain any property damage, fire or hazard insurance of any kind on any ride, amusement device or other equipment owned or operated by COMPANY.
 - b. COMPANY shall be responsible for the following:
 - 1. COMPANY may, at its sole discretion, maintain fire and property damage insurance for the contents of the log concession hut and for the concession-stand and its contents.
 - 2. COMPANY shall secure and maintain throughout the term hereof public liability insurance with a reliable insurance company authorized to do business within the State of Idaho, in an amount of not less than one million dollars (\$1,000,000) single limit liability for personal injury, death and property damage. CITY shall be named as an additional insured under such policy. COMPANY further agrees to indemnify, save and hold harmless CITY from any and all claims, actions, suits, attorney fees, costs and expenses arising from or in any way connected with the COMPANY's operation of its business or use of the premises. COMPANY shall deliver to CITY a copy of a certificate of liability evidencing such insurance coverage prior to April 1 of each contract year during the term hereof. Notwithstanding the foregoing, nothing herein shall require COMPANY to indemnify or hold CITY harmless from any claim, action or suit arising from or in any way related to any act or

omission of CITY or its agents, officers or employees.

c. Indemnification:

1. CITY, and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers shall have no liability to COMPANY, or any other person or entity, and COMPANY shall indemnify, defend, protect, and hold harmless CITY from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which CITY may suffer or incur or to which CITY may become subject by reason of, or arising out of, any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise occurring as a result of, or allegedly caused by, COMPANY's performance of, or failure to perform, any services under this Agreement, or by the neglect or willful acts or omissions of COMPANY, its agents, officers, directors, or employees, committed in performing any of the services under this Agreement.
 2. If any action or proceeding is brought against CITY by reason of any of the matters against which COMPANY has agreed to indemnify CITY as provided above, COMPANY, upon notice from CITY, shall defend CITY at its expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. CITY need not have first paid for any of the matters to which CITY are entitled to indemnification in order to be so indemnified. The limits of the insurance required to be maintained by COMPANY in this Agreement shall not limit the liability of COMPANY hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.
 3. The provisions of this section do not apply to Claims occurring as a result of CITY's active negligence or acts of omission.
16. Utilities. CITY shall furnish all exterior security lighting for the premises; provided, however, COMPANY shall pay for all other electrical, gas, water, sewer, telephone, garbage or other utilities associated with the use by COMPANY of the premises and equipment thereon.
17. Pest Control. COMPANY shall maintain a valid contract from a certified pest control vendor to provide adequate pest control service for the inside of the log concession hut during the term of this Agreement. A copy of the pest control services agreement will be delivered to CITY on or before April 1 of each contract year.

18. Maintenance of the Premises and Improvements.

a. CITY shall be responsible for the following:

1. CITY shall be responsible for the maintenance of the roof, exterior walls, heating and cooling system and the ventilation hood on the fryer of the log concession hut located on the premises during off-season, pre-season and post-season.
2. Performance of adequate pest control on the outside of the log concession hut during the term of this agreement
3. Maintenance of the existing asphalt located within the boundaries of the COMPANY's chain link fence and along the perimeter of the log concession building. This does not preclude CITY from developing and implementing a landscaping plan outside of COMPANY's amusement park boundaries.
4. Maintenance of the roof, exterior walls, lighting, and other interior improvements of the log storage building located just west of the log concession building.
5. Watering and care of all trees adjacent to and within the perimeter of the amusement park. CITY will coordinate all tree trimming with COMPANY in order to minimize or avoid interruption to COMPANY's operations.
6. Maintenance of all access roads and sidewalks entering and exiting the immediate vicinity of the amusement park area.
7. Maintenance and repair of the overhead lighting.
8. Regularly maintain all picnic tables and benches free from broken boards, flaked, peeling or chipped paint and all bolts securely fastened.

b. COMPANY shall be responsible for the following:

1. COMPANY shall be responsible for maintenance of the roof, exterior walls, lighting, plumbing and other interior improvements of the concession hut during regular season.

2. Removal of all debris, waste, garbage generated from COMPANY's operations.
 3. Maintenance of the roof, exterior walls, lighting, and other interior improvements of the half-dome miniature train storage building located just east of the log concession building.
 4. COMPANY shall perform maintenance of any rides, amusements or other equipment owned or operated by the COMPANY. No deficient ride, amusement, or equipment shall be used prior to correction or repair if such use is reasonably likely to cause injury to any person.
 5. COMPANY shall correct any deficiency revealed by the September 2014 International Leisure Consulting, Inc. inspection prior to operating business. Compliance shall be determined by a follow up inspection performed by International Leisure Consulting, Inc. The parties shall share the costs of the compliance inspection equally.
19. CITY Maintenance Inspections. CITY may conduct inspections of the amusement park premises at any time and shall provide COMPANY a copy of each inspection report within forty-eight (48) hours after the completion of the inspection. Such inspection report shall be in substantially the same form as Exhibit "B" attached hereto.
20. Vendors/Supplies. COMPANY shall be responsible for selecting COMPANY's own vendors. All such COMPANY-selected vendors shall be reputable and shall be selected not only because of price but also for quality and overall customer service. COMPANY shall provide CITY with a vendor list that includes contact information, once agreements with the vendors are signed.
21. Non-Exclusive Agreement. This Agreement is not an exclusive contract for such services between CITY and COMPANY. CITY may, at its sole option, contract with other entities for similar services at other CITY venues.
22. Signs, Advertisements and Marketing.
- a. COMPANY shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon property, any sign or other similar advertising device without having first obtained prior written consent from CITY. COMPANY, at its own expense, shall install a new design type or style of signage

that shall be mutually agreed upon by COMPANY and CITY. Any such sign or similar advertising device erected, installed, or operated during the term of this Agreement must be removed, at the sole cost of COMPANY, immediately upon termination or expiration of this Agreement. COMPANY will not advertise offsite businesses without prior, written approval of CITY.

- b. COMPANY will develop a marketing campaign that references Tautphaus Park with CITY'S prior written consent.
- c. With the exception of park and food or beverage carts located in the areas shown in Exhibit "A," COMPANY shall not display or sell merchandise outside of the defined exterior walls and permanent doorways of the areas shown in Exhibit "A." COMPANY shall not install any exterior lighting, amplifiers, or similar devices or use in or about the areas shown in Exhibit "A," any advertising medium which may be heard or seen outside the areas shown in Exhibit "A," such as flashing lights, searchlights, loudspeakers, phonographs, or radio broadcasts. COMPANY shall not install any window displays in the areas shown in Exhibit "A," without prior approval of CITY.

23. Quality of Products and Services.

- a. In the course of discharging its responsibilities under the terms of this Agreement, COMPANY shall at all times ensure maintenance of the highest standards of quality in both the products offered for sale and in the service provided.
- b. COMPANY shall offer for sale only foods and beverages of such quality as judged acceptable by CITY. All products shall be appealing in appearance. CITY shall have the right, at all times when employees or representatives of COMPANY are present, and whether facility is in operation or not, to inspect products to be sold by COMPANY, and approve or reject them if they do not meet the requirements of this Agreement.
- c. COMPANY shall furnish prompt, courteous, efficient, inoffensive, and quality service to meet the reasonable demands of CITY, and the public and patrons visiting facility. COMPANY shall furnish all authorized and/or required services on a fair, equal and non-discriminatory basis to all patrons.
- d. COMPANY shall conduct its business in an orderly, cooperative and proper manner so as not to annoy, disturb, disrupt, offend or otherwise interfere with the on-going operation of the park and/or CITY's patrons and employees.

24. Non-Exclusive Agreement. This Agreement is not an exclusive contract for such services between CITY and COMPANY. CITY may, at its sole option, contract with other

entities for similar services at other CITY venues.

25. Uniforms. COMPANY employees shall be in uniform, or other clothing or markings, that adequately identifies COMPANY employees at all times during operating hours. COMPANY shall consult with, and obtain prior approval from, CITY regarding any proposed uniform.
26. Subcontracting, Delegation and Assignment.
 - a. COMPANY shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to COMPANY from CITY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:
 1. The amount involved, together with COMPANY's analysis of such cost or price;
 2. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY; and
 3. The requirement to hire only those persons authorized by federal law to work in the United States.
 - b. Any assignment, delegation or subcontract shall be made in the name of COMPANY and shall not bind or purport to bind CITY and shall not release COMPANY from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to COMPANY under this Agreement.
27. Right of First Refusal. During the term of this Agreement, CITY shall have a Right of First Refusal for the purchase of the amusement devices and concession equipment utilized by COMPANY on the licensed premises. If COMPANY receives a *bona fide* offer from a third party for the purchase of all or any portion of the amusement devices or concession equipment, within ten (10) days of receiving said offer, COMPANY shall give CITY written notice thereof and will send to CITY a copy of the offer and proposed purchase agreement outlining the terms of sale to said third party. COMPANY further

agrees that it will not accept such offer without full and complete compliance with the terms and conditions of this section.

CITY shall have ten (10) days following the date COMPANY first physically delivers such proposed purchase agreement to decide whether to purchase the amusement devices and concession equipment from COMPANY at the same price and on the same terms as contained in the proposed purchase agreement.

If CITY desires to purchase such devices and equipment in accordance with the terms and conditions of such offer, CITY shall, within said ten (10) day period deliver to COMPANY written notice of its intend to exercise this Right of First Refusal. Within thirty (30) days after delivery of such notice, the parties shall mutually execute a written agreement memorializing the terms and conditions of such agreement. If CITY fails to so exercise this Right of First Refusal, COMPANY shall be at liberty to enter into a contract for the sale of the amusement devices and concession equipment with the original offering party on the same terms and conditions set forth in the offer delivered to CITY.

28. Termination. In the event COMPANY shall file a petition for bankruptcy or have filed against it any such petition, undertake any reorganization of creditors, or fail to substantially conduct business upon the leased premises for ten (10) or more consecutive days during the summer season (April through September, inclusive), excluding CITY authorized closures or closures due to weather or other circumstances not in COMPANY's control, this Agreement may be terminated by CITY upon three (3) days written notice delivered to COMPANY.
29. Removal of Personal Property Upon Termination. In the event this Agreement is terminated by CITY or upon the expiration of the original term of this Agreement, COMPANY shall promptly surrender possession of the premises to CITY on or before midnight of the day of such termination and shall, within one hundred twenty (120) days after such termination date, remove all personal property, equipment and appurtenant machinery owned by COMPANY.
30. Default. If COMPANY fails to abide by contract and/or line items identified in this Agreement, COMPANY will be considered to have defaulted on this Agreement. CITY will communicate with twenty-four (24) hours of notice of any default. COMPANY will have forty-eight (48) hours to comply by curing the breach of this Agreement.
31. Assignment Prohibited. COMPANY shall not sell, convey, lease, sub-lease, encumber or transfer this Concession Agreement, or any of the rights granted herein, to any other party or entity without the express written consent of CITY, which consent shall not be unreasonably withheld. Nothing herein shall be construed as or deemed to be consent

on the part of CITY to the filing of any lien or encumbrance by any third party against the premises which are the subject of this Agreement.

32. Relationship between the Parties. Nothing herein shall be construed as or be deemed to create any partnership, joint enterprise or undertaking between the parties and the parties shall be deemed to be independent contractors with respect to each other. Neither party shall have any right or authority to act as an agent or representative of the other.
33. Notices. All notices required or permitted by this Agreement shall be mailed to the parties at the following addresses:

City of Idaho Falls
Attn: Parks & Recreation Director
P.O. Box 50220
Idaho Falls, Idaho 83405

LOML, L.L.C. d/b/a Funland
Ann: Anne Jurnigan
1680 Lindsey Blvd.
Idaho Falls, Idaho 83402

All notices shall be deemed delivered upon the deposit thereof in the U.S. Mail, certified mail return receipt requested, postage prepaid, addressed to the receiving party at the address set forth above or such other address which has been given in writing to the sending party.

34. Attorney Fees. In the event it becomes necessary to enforce the terms and provisions hereof, the defaulting party agrees to pay the reasonable attorney's fees and costs of the prevailing party.
35. Complete Agreement. This writing evidences the complete and final agreement between the parties, and no other representation, covenant, promise or statement of the parties shall be binding except as expressly set forth herein.

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

“COMPANY”

LOML, L.L.C. d/b/a Funland

By _____
Anne Jurnigan, Owner

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known or identified 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 _____ day of _____, 2016, before me, the undersigned, a notary public, in and for said State, personally appeared Anne Jurnigan, known or identified to me to be the Owner of LOML, L.L.C. d/b/a Funland, an Idaho company, and whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same for and on behalf of said _____.

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)

MEMORANDUM

To: Honorable Mayor and City Council

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

Date: March 7, 2016

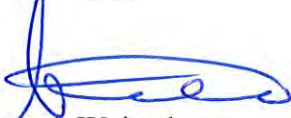
Subject: **LEASE AGREEMENT IDAHO FALLS RACEWAY AT NOISE PARK**

Mayor and Council:

Attached for your consideration is a Lease Agreement with Snake River Stock Car Association (SRSCA) at Idaho Falls Raceway at Noise 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 with SRSCA for a five (5) year term.

Respectfully,



Greg A Weitzel
Department of Parks and Recreation

laj

Attachment

cc: Mayor
City Clerk
File

LEASE AGREEMENT BETWEEN CITY OF IDAHO FALLS AND SNAKE RIVER STOCK
CAR ASSOCIATION FOR RACE SEASONS 2016 THROUGH 2021

This Lease Agreement between City of Idaho Falls and Snake River Stock Car Association for race seasons 2016 through 2021 (hereinafter called "AGREEMENT," made this _____ day of _____, 2016, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, (hereinafter "CITY"), 308 Constitution Way, Idaho Falls, Idaho 83405, and SNAKE RIVER STOCK CAR ASSOCIATION, (hereinafter "SRSCA"), whose mailing address is _____.

W I T N E S S E T H:

WHEREAS, SRSCA has more than twenty (20) years of experience in promoting, managing, and conducting stock car races; and

WHEREAS, SRSCA has an interest in the continued maintenance and improvements at Noise Park/Idaho Falls Raceway ("the Facility") in addition to continuing SRSCA's success; and

WHEREAS, SRSCA has proven their management ability at the Facility, and has kept CITY costs to a minimum; and

WHEREAS, SRSCA would like to enter into a five-year (5) agreement with CITY, wherein SRSCA will safely promote, manage, and conduct all stock car racing activities at Facility.

NOW THEREFORE, CITY AND SRSCA, hereby agree as follows:

1. **Term.** Unless otherwise agreed to in writing by the parties not less than ninety (90) days prior to any additional date(s) added, the term of this Agreement shall comprise a total of five (5) years from May 1, 2016, through April 30, 2021. This AGREEMENT will be reviewed again in 2020 to determine whether a new agreement should be entered into by the parties.

2. **Waiver of Special Event Fee.** CITY hereby agrees that it shall not charge SRSCA the CITY special event fee because other payments contained in this AGREEMENT are hereby

deemed sufficient to offset costs associated with events promoted by SRSCA at the Facility.

3. **Payment to CITY.** SRSCA shall pay to CITY, a one dollar (\$1) per spectator at each event and, in addition, a one dollar (\$1) charge for each spectator vehicle allowed to park at each event. Such payment shall be made to CITY on or before 5:00 p.m. local time, within ten (10) business days following the completion of any SRSCA event where general admission is charged. SRSCA shall keep accurate records of all per admission sales, actual admissions, and vehicle admissions during each event, and shall submit such records with its per event payment to CITY on or before the date such per event payment is to be made to CITY. SRSCA shall make such records available to CITY for review/observation/inspection upon request, and shall allow inspection of SRSCA operations during such dates. Any CITY review/observation/inspection of SRSCA records and/or operations shall not unreasonably interfere with SRSCA operations during an event.

4. **Alcohol sales.** Where alcohol sales are associated with an event, SRSCA shall pay an additional three percent (3%) of gross alcohol sales to CITY. Such payment shall be made in the same as other per event payments in this AGREEMENT.

5. **Special Conditions.** During the race season, SRSCA will continue to be responsible for track preparations and general truck maintenance; cleaning up the Facility after each event; maintaining the CITY GMC water truck; and promoting and conducting of all stock car racing events. SRSCA may also provide portable toilets to supplement the restroom facilities, including units in the pit area. SRSCA may, at its own discretion and expense, erect a promotional banner on the Facility, in advance of a permanent sign promoting SRSCA and its events. The location of the banner and sign at the Facility shall be determined by CITY, with input from SRSCA.

SRSCA will maintain the name of "Idaho Falls Raceway", both in print and online, as a

means of identifying the Facility.

CITY shall be responsible for providing electrical services to the Facility, maintaining the permanent restrooms, providing garbage service, providing ground maintenance, and to supply the GMC water truck. CITY shall provide the required building permits and/or electrical permits, as needed.

6. **Miscellaneous Costs.** SRSCA shall be financially responsible for all security, ambulance and/or medical costs associated with any SRSCA event.

7. **Concessions And Alcohol Sales.** All concessions and/or stands shall have a health certificate from Idaho Department of Health and Welfare, Region 7, on file with CITY on or before seven (7) days of sales of such concession and/or stand. No alcohol shall be sold without obtaining an alcohol sales permit from the City Clerk at least seven (7) days before such sale.

8. **Indemnification and Liability Insurance.**

(a) **General Insurance.** SRSCA agrees to indemnify and hold harmless CITY from any and all claims, expenses, damages, liabilities, or costs arising from any negligent act or fault of SRSCA or its agents or employees. SRSCA further agrees to procure and maintain liability insurance from a licensed, reputable insurance company, insuring SRSCA and CITY against loss by reason of any such occurrence on the Leased Properties in the amount of not less than the greater of (1) five hundred thousand dollars (\$500,000) single limit liability for death or personal injury and one hundred thousand dollars (\$100,000) for property damage or, (2) the amount set forth in Idaho Code Section 6-924 as currently in force or as subsequently amended. Both SRSCA and CITY shall be named insured under any such insurance policy.

(a) **Liquor Liability Insurance.** If SRSCA desires to legally serve and/or to allow the legal consumption of liquor at any time during the term of this AGREEMENT, SRSCA shall

furnish to City Clerk, a current certificate of insurance evidencing liquor liability insurance coverage that specifically includes assault and battery coverage, not less than thirty (30) days in advance of service or allowing service of liquor, for not less than the following limits of liability:

Each Occurrence Limit for Liquor Liability	\$1,000,000
--	-------------

Additionally, SRSCA shall serve liquor only pursuant to its liquor license or SRSCA shall employ a licensed caterer to dispense any alcohol sold, or otherwise dispensed during the term of the AGREEMENT. Both SRSCA and CITY shall receive a certificate of insurance from SRSCA or any liquor vendor. CITY shall be a named insured on the liquor liability policy, and its assault and battery coverage.

9. **Agreement to Defend, Hold Harmless, and to Indemnify.** SRSCA, through its duly and specifically authorized agents, hereby releases CITY from any and all liability; and agrees, contracts, and covenants not to bring suit; and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SRSCA's own agents, officers, employees, and representatives to which SRSCA might otherwise be immune, arising from each event, except for claims arising out of or based upon the sole negligent, intentional acts of CITY.

SRSCA shall pay CITY for any damages to CITY property that occurs during each event during the term of this AGREEMENT, including damage to CITY facilities.

Additionally, SRSCA shall pay any fines, or other legal or administrative penalties that arise out of any event, and/or out of any activities of SRSCA, its customers, contractors,

subcontractors, representatives, guests, invitees, participants, vendors, agents, and the like.

10. **Vendors.** SRSCA agrees to provide to CITY Parks and Recreation Department staff, at its Recreation Center Office, a list of all vendors who will be participating in the events. A copy of a mobile food vendor license for each such vendor shall be filed with the Parks and Recreation Department staff not less than five (5) business days in advance of such vending by vendor.

11. **Venue and Jurisdiction.** 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 of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

12. **Remedies and Disputes.** Any and all claims, disputes, or controversies arising under, out of, or in connection with this AGREEMENT, which the parties hereto shall be unable to resolve within sixty (60) days, shall be mediated in good faith by the parties.

13. **Severability.** The provisions of this AGREEMENT are severable. In the event any provision shall be determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

14. **No Joint Venture and No Joint Powers.** Nothing in this AGREEMENT shall be construed as creating a joint venture partnership or agency relationship between the parties.

15. **Compliance with Applicable State or Federal Laws.** This AGREEMENT is performed in Idaho Falls, Bonneville County, Idaho, and is subject to all applicable federal and state laws, statutes, codes, and any and all applicable permits, ordinances, rules, orders, and regulations of any local or state government authority having or asserting jurisdiction.

16. **Entire Agreement.** This writing evidences the final and complete agreement between the parties regarding its subject matter, and no other prior statement, representation, or

understanding shall be binding upon the parties unless expressly set forth herein.

Dated this _____ day of _____, 2016.

ATTEST:

CITY OF IDAHO FALLS

By _____

Kathy Hampton, City Clerk

By _____

Rebecca L. Noah Casper, Mayor

SNAKE RIVER STOCK CAR
ASSOCIATION

By _____

Its: _____

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2016, before me, the undersigned, a notary public, in and for said State, personally appeared REBECCA L. NOAH CASPER, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that such City executed the same.

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

(Seal)

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

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2016, before me, the undersigned, a notary public, in and for said State, personally appeared _____, known or identified to me to be the _____ of Snake River Stock Car Association and whose name is subscribed to the within instrument and acknowledged to me that said Limited Liability Company executed the same.

(Seal)

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



BGC-025-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Appeal of Rochester Estates Preliminary Plat and Reasoned Statement of Relevant Criteria and Standards
DATE: March 3, 2016

Attached is the application to appeal the Planning and Zoning Commission's approval of the Rochester Estates Preliminary Plat and Reasoned Statement of Relevant Criteria and Standards. The Planning and Zoning Commission considered this application at its January 5, 2016 meeting and approved the preliminary plat by a 6-1 vote. Staff concurs with this decision. The Subdivision Ordinance provides for affected parties to appeal the Commission's decision to the City Council. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity Map
Aerial Photo
Preliminary Plat
Staff Report, January 5, 2016
P&Z Minutes, January 5, 2016
P&Z Reasoned Statement of Relevant Criteria and Standards
Letters requesting appeal
Reasoned Statement of Relevant Criteria and Standards

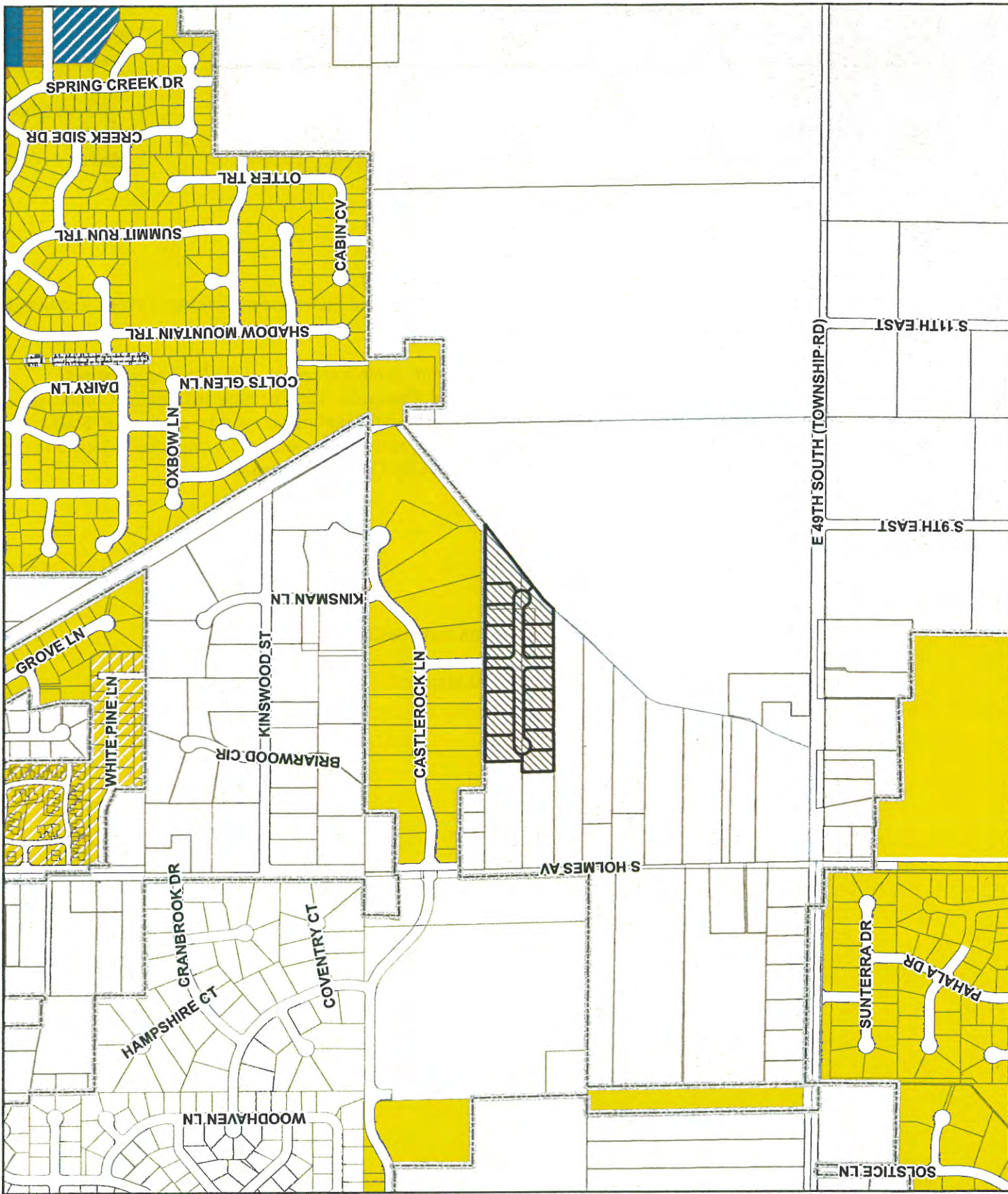


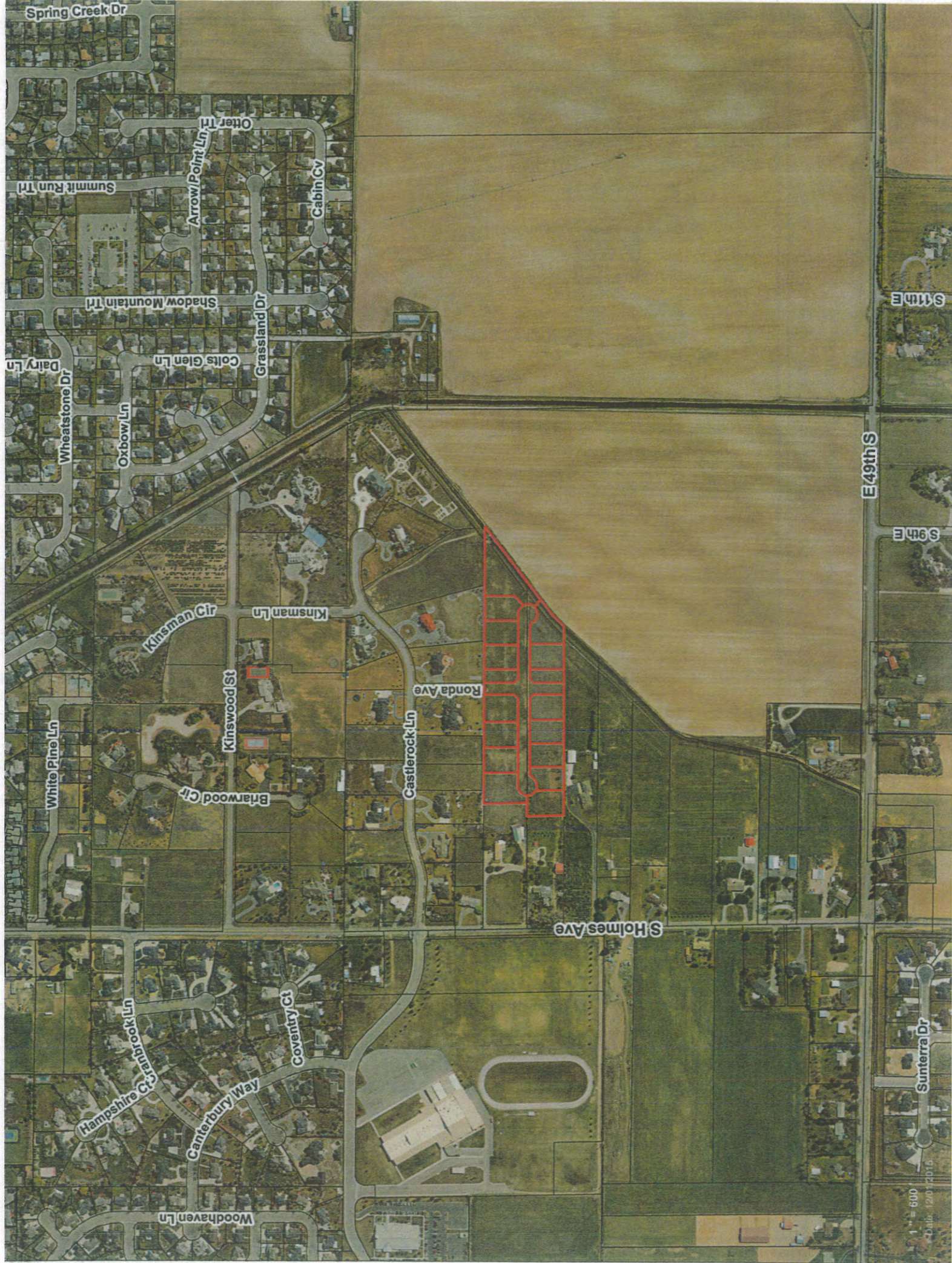
Legend

- Site
- RP
- RP-A
- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
- R&D-1
- M-1
- I&M-1
- I&M-2
- RMH
- PT-1
- PT-2
- PT-2 & T-1
- PUD
- T-1
- T-2
- 30' Setback
- 50' Setback
- City Limits
- Area of Impact
















Date: 01/04/2016





Annexation, Initial Zoning & Preliminary Plat

Rochester Estates

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

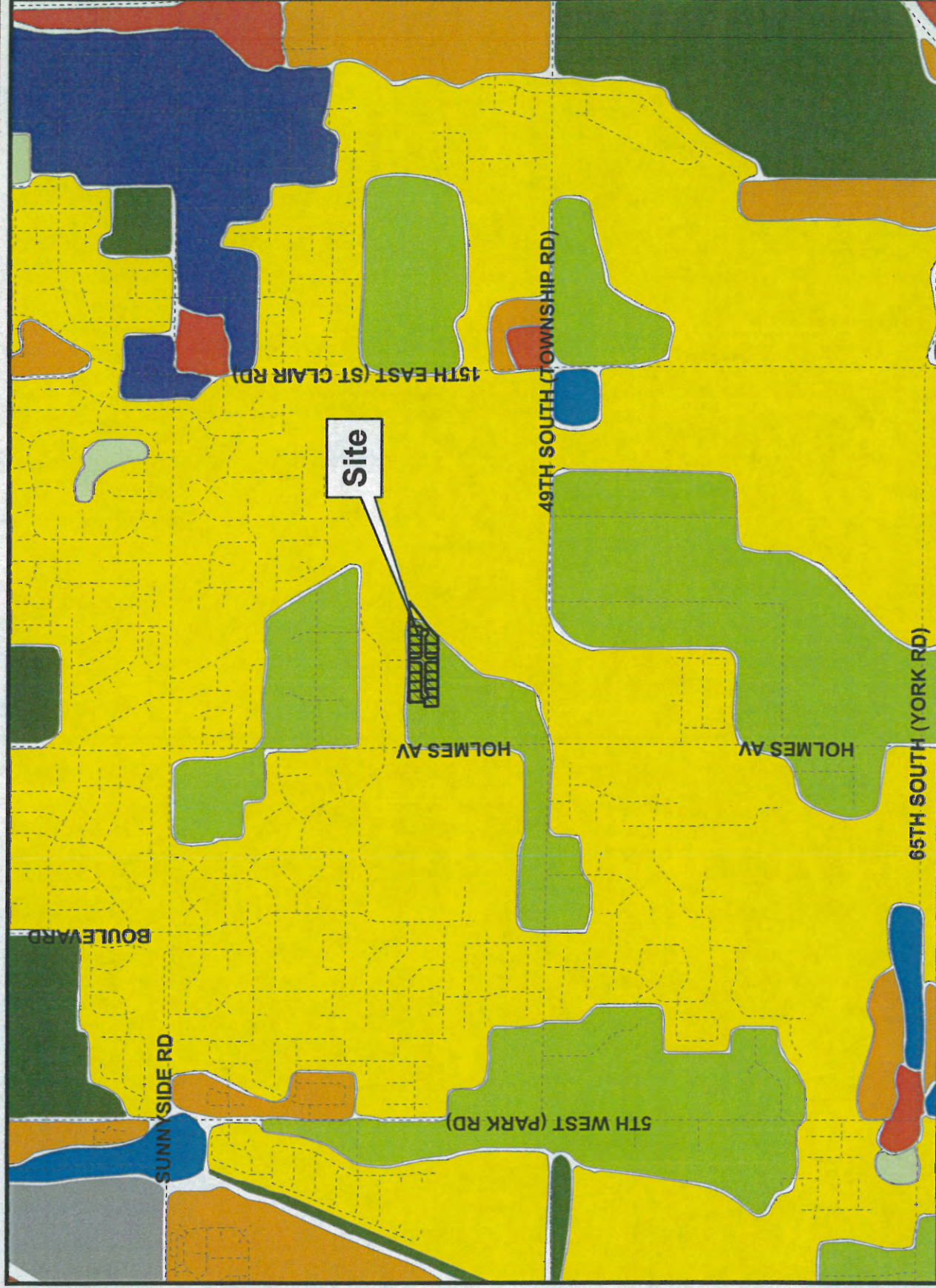


Comprehensive Plan



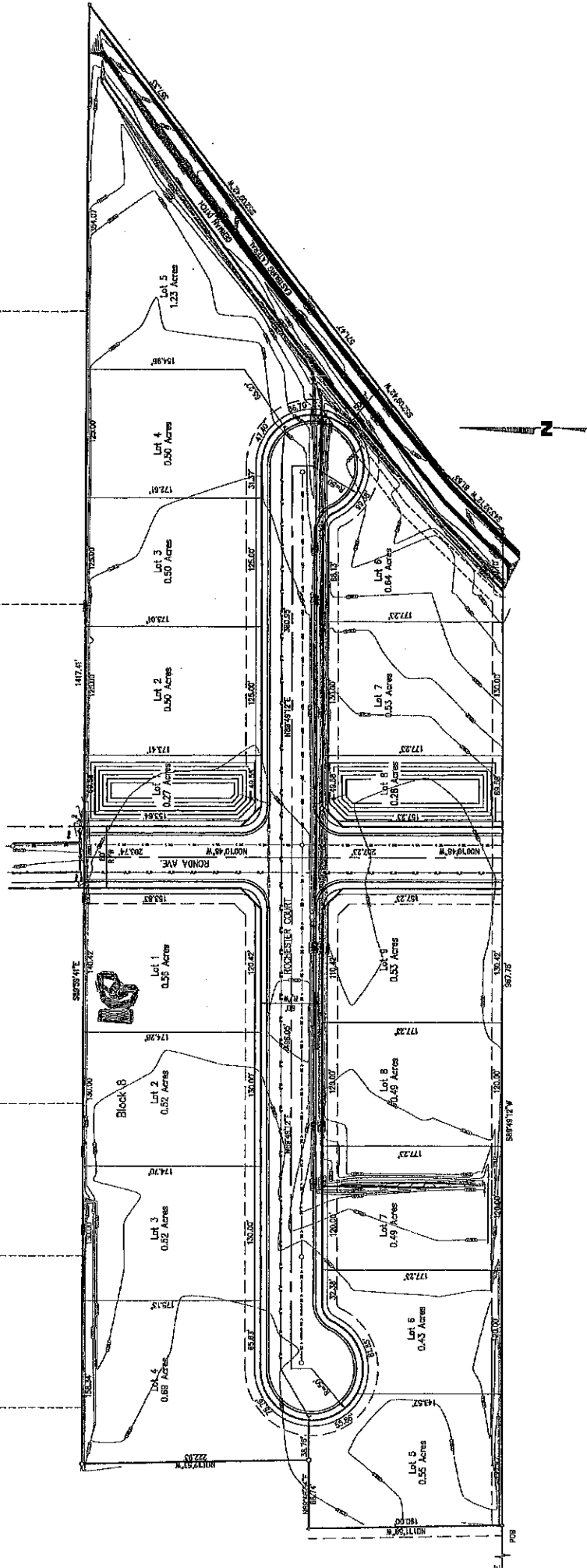
Planning Department
P.O. Box 50220
380 Constitution Way
Idaho Falls, ID 83405
(208) 612-8276

Date: 12/01/2015



PRELIMINARY PLAT
 ROCHESTER ESTATES
 AN ADDITION TO THE CITY OF IDAHO FALLS,
 BONNEVILLE COUNTY, IDAHO
 BEING IN PART OF THE SW 1/4 OF SECTION 32
 TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.

CASTLEROCK ADDITION DIV. NO. 3



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
PRELIMINARY PLAT
Rochester Estates
January 5, 2016



Community
Development
Services

Applicant: Freiberg
Engineering

Location: East of Holmes,
north of Township, south of
Sunnyside and Castlerock

Size: 11.15 acres

Lots: 15 buildable lots

Avg. Lot Size: 0.579 acres

Net Density: 1.728 units per
acre

Existing Zoning:

Site, east, south, west:
County A-1, North: R-1,
East:

Existing Land Uses:

Site, east: Vacant/Ag
North, south, west: Single
family residential, some ag

Future Land Use Map:

Estate, Low Density
Residential

Attachments:

1. Subdivision and Zoning
Ordinance Requirements
2. Comprehensive Plan
Policies
3. Maps and aerial photos
4. Preliminary Plat

Requested Action: To approve the preliminary plat for
Rochester Estates

Staff Comments:

History: There have been 3 proposed preliminary plats for
this area. The first, in 2001, showed 7 lots and basically the
same road pattern as shown in the preliminary plat. The
second, in 2010 showed a cul-de-sac with two 5-acre lots but
was withdrawn. The third, proposed earlier in 2015 showed
5 lots but was also withdrawn prior to consideration.

Density and Lot Size: The average lot size is 0.579 acres
(25,221 square feet). The net density is 1.728 dwelling units
per acre. This is within the standards of the R-1 zone and
the Comprehensive plan for the area.

Zoning: The applicant is proposing R-1 zoning for
development. This is consistent with the comprehensive
plan for the area as well as other annexed and zoned
properties in the City.

Ordinances and Recommendation: Staff has reviewed the
plat and finds it complies with the Subdivision Ordinance,
Zoning Ordinance, and is consistent with the Comprehensive
Plan. Staff recommends approval of the preliminary plat.

Subdivision Ordinance:

REQUIREMENTS	Staff Review
Property is contiguous or adjacent to the City boundaries.	X
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Rochester Court: Local Ronda Avenue: Local
Minimum right-of-way widths are:	X

50 feet for 40 or less homes 60 feet for residential/commercial 70 feet for industrial	
Permanent dead end streets are less than 600 ft single family and 400 ft for all other uses.	X
Streets intersect at right angles (10% deviation allowed).	X
Minor streets are laid out to discourage through traffic.	X
Minimum street grades of .4% shall be required with the maximum grade being 7% for secondary and major streets and 10% for local or minor streets.	X
Curbs at street intersections shall be rounded with curves having a minimum radius of 25 feet.	X
No plat shall be laid out for the purpose of creating a spite strip.	X
All streets and alleys within the subdivision shall be dedicated for public use. The dedication of ½ streets is prohibited.	X
The minimum width of an alley is 20ft. Alleys may be required along the rear line of all business properties, and in the rear off all fronting major thoroughfares.	NA
Residential block lengths shall not exceed 1300 ft, nor be less than 400 ft.	X
The City may prohibit the subdivision of any land that lies within the flood plain.	X
No unusual problems anticipated with public utilities.	X

Comprehensive Plan Policies:

Estate Residential—Existing homes on lots of one acre or larger. Also includes vacant properties which have been subdivided into tracts of 20 acres or less. In future, may redevelop at densities of 7 units or less per acre.

Low Density Residential—Single family homes on individual lots at a density of 7 units or less per net acre. This area may include detached homes or homes which share a common wall, open space, or other common facilities.

Residential development should reflect the economic and social diversity of Idaho Falls (pg. 40)

Low Density residential is development at densities of seven dwelling units or less per net acre. Most of the lands within the future land use map are designated low density residential. This reflects the existing pattern of development of Idaho Falls. Until the market dictates such lands are to be developed and annexed to the City, the goal is the land will be used for agricultural purposes, its historic land use. (pg. 66)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (pg. 67)

Zoning Ordinance: R-1 Zone (Section 7-3)

Permitted uses:

Any use permitted RP and RP-A

Single-family residential

Single-family attached residential with approved conditional use permit
(see 7-3-10)

Home occupations

Cemeteries and day cares with approved conditional use permit

Lot area: 6,000 sq. ft

Lot width: 50 ft

Setback: 30 ft

Height: 2 stories

Lot coverage: 40%

January 5, 2016

7:00 p.m.

Planning Department
Council Chambers

MEMBERS PRESENT: Commissioners Brent Dixon, George Morrison, Joanne Denney, George Swaney, Darren Josephson, Margaret Wimborne, Natalie Black and Donna Cosgrove.

MEMBERS ABSENT: James Wyatt, Julie Foster.

ALSO PRESENT: Planning Director, Brad Cramer; Assistant Planning Director, Brent McLane; and interested citizens.

CALL TO ORDER: Chairman Dixon called the meeting to order at 7:00 p.m. and reviewed the public hearing procedure.

CHANGE TO AGENDA: None.

Minutes: Cosgrove moved to approve the minutes of December 1, 2015, Morrison seconded the motion and it passed unanimously.

Public Hearings:

1. Annexation with Initial Zoning (Rochester Estates). Cramer explained that the hearing on the annexation and initial zoning for what will be known as Rochester Estates has been postponed. Cramer stated that he requested the applicant cancel/postpone the annexation hearing until such time as they have a final plat ready to present. Cramer stated zoning establishes a development right and doing so at this time is premature.

2. Preliminary Plat: Rochester Estates. Cramer reviewed the procedural requirement for a preliminary plat. He also reviewed the staff report, a part of the record. Cosgrove asked how binding a preliminary plat is, and does it put any onus on the City to force the development on the parcel to look like the preliminary plat. Cramer stated when the preliminary plat is approved then a final plat needs to come forward within 18 months or the preliminary plat expires and is no longer valid. Cramer added that with each new preliminary plat, there is the required hearing process. Cosgrove stated that one of the letters mentions a legal arrangement when the parcel was sold. Cramer stated that he spoke with the City Attorney and the agreement that is mentioned in the letter is a private agreement between two individuals and it has no bearing on the consideration of the preliminary plat. Cosgrove clarified that tonight's consideration is solely upon whether the preliminary plat meets the Subdivision Ordinance and follows the Comprehensive Plan.

Cosgrove asked if the preliminary plat that was approved would have been phase 3 of the Castlerock development and what happened to the other proposed preliminary plat. Cramer stated that there was never a final plat so the preliminary plat expired because a final plat was never approved and developed. Morrison asked why Castlerock has no curbs and gutters. Cramer stated that in the Subdivision Ordinance there is an exception for typical City street section development. Cramer stated there are two exceptions (1) if the average lot size is greater than 1 acre per lot; (2) if the minimum lot width of each lot is 250' wide. Cramer stated that if either of those exceptions are met the City would permit a county road section, such as what is developed in Castlerock. Morrison asked if the Commission could make an exception to the street rule so that curbs and gutters are not

required. Cramer stated that would be handled as a variance to the subdivision ordinance. Cramer stated the appropriate time for the exception would be when a final plat is submitted, which would include improvement drawings, along with a request from the applicant for a variance from the standards. Cosgrove asked if the Subdivision Ordinance stipulates that access should be from higher density to lower density or would preclude lower density to higher density. Cramer stated that there is a policy in the Comprehensive Plan that talks about higher density housing being located at arterials. Cramer stated that the Comprehensive Plan's definition of higher density is 8 units or more per acre; lower density is 7 units per acre. Cosgrove clarified that the application, by definition of the Comprehensive Plan would be going from low density to low density. Wimborne asked if there are buffering requirements. Cramer stated that buffering is only between higher density to low density and commercial to residential, and where the application is proposing to be the same zone there would be no required buffer. Cramer addressed the neighborhood concerns that were stated in letters, which are attached as part of the record. Cramer stated that the lack of the connection to the east does help mitigate what was already proposed for a development of roadways. Cramer gave information from the Institute of Transportation Engineers, stating a typical single family home generates 1 p.m. peak hour trip. Cramer stated that the 15 homes as proposed in the preliminary plat would generate 15 p.m. peak trips. Cramer stated that traffic studies are not required until there is 200+ trips in the p.m. peak hours. Cramer stated that he spoke with the Public Works Director and asked his opinion about traffic and for 15 homes there was no concern. Dixon asked about the size of the canal to the east and how hard would it be to bridge. Cramer stated that he does not know the width of the canal, but it is narrower than the Idaho Canal.

Dixon opened the public hearing.

Applicant:

Jeff Freiberg, 946 Oxbow, Idaho Falls, Idaho. Freiberg stated that the preliminary plat complies with the Zoning Ordinance and the Comprehensive Plan Policies. Freiberg stated that there is water, sewer and power stubbed to the end of the street, and part of the Comprehensive Plan Policy encourages development in areas served by public utilities. Freiberg stated that the lots are ½ acre or larger and the minimum lot size in R-1 is 7,000 sq. ft. Cosgrove asked about the curb and gutter issue. Freiberg stated that the lot size for removing curb and gutter are 1 acre lots or 250' frontage and the lots as proposed meet neither of those requirements. Cosgrove asked if the applicant would potentially agree with asking for a variance. Freiberg stated that he does not believe they would get the variance to eliminate the curb and gutter, and part of the worry with removing the curb and gutter is what to do with the storm water. Dixon stated that this area is identified as Estate in the Comprehensive Plan and there is an estate residential in the zoning ordinance which is existing homes on lots of one acre or larger, which is similar to Castlerock to the north and the aerial view shows that Castlerock has been developing well given the down turn in the economy. Dixon asked why they are considering half acre lots instead of one acre lots. Freiberg stated that they did some cost estimates based on larger lots and Freiberg's clients determined that the half acre lots will be easier to sell and there is more of a market for the half acre lot versus the one acre or larger lots.

No one appeared in support of the application.

Opposition:

Mike Groberg, 540 Castlerock, Idaho Falls, Idaho. Mr. Groberg stated that his dad (Richard Groberg) and Philip Carr were the original developers of Castlerock Estates in 2000. He discussed the history of the development of Castlerock and the desire to be respectful of the existing Kinsman Country Estates to the north. Groberg stated that Richard Groberg and Phil Carr visited with the neighbors and City Staff and were counseled to make sure the lots were compatible with the

Kinsman Country Estates. Groberg stated that when the plat was submitted, the City required them to submit a preliminary plat that included the area to the south where Rochester is now being proposed, in order to have a general idea of what could happen in that area even though they did not own or control the property. Groberg stated that when Castlerock lots started to sell a lot of the neighbors would go to the City and ask what the plan for the property to the south is, and they'd be shown the preliminary plat that had the 7, larger than 1 acre lots. Groberg stated that the neighbors relied on that information when they decided to purchase their lots. Groberg explained that they eventually purchased the area where Rochester is being proposed, but later sold it. The new owner proposed 3 different concepts for a preliminary plat, all of which included lots of over an acre, but none of them ever made it to the Planning Commission. Groberg stated that the proposed Rochester Estate is designated as Estate in the land use plan. Groberg stated that Castlerock is low density residential and when you read the definitions they are identical. Groberg stated that if you asked any ordinary person what an estate designation meant, the image that would be in their mind is a home with acreage. Groberg suggested that the City have the estate designation actually mean something. Groberg stated that those things give justifiable cause for the neighbors to expect and anticipate lots to develop at a rate of greater than one acre. Groberg stated that their contract with the original buyer afforded them a right to record an irrigation easement to serve the parcels west of the proposed subdivision as 2 lots have water rights out of the lateral canal. Groberg stated they will have to coordinate with the developers and get them an irrigation pipe so they have a viable way to maintain the estate water rights which has not been addressed on this plat. Groberg stated that the sale contract also included the right to record a public utility easement which has not been addressed.

Groberg stated that half acre lots are not small lots, but, they are not in harmony with the existing estate lots that surround the proposed Rochester Subdivision. Groberg stated that on page 66 of the Comprehensive Plan, it states: *To reduce land use conflicts, existing land uses are recognized as starting points for future development patterns.* Groberg stated that due to that statement, they expect the new subdivision that is adjacent will be compatible. Groberg stated that page 39 of the Comprehensive Plan states: *Higher density housing should be closer to arterial streets.* Groberg stated that this proposed subdivision is the exact opposite of that statement, meaning that you come off of Holmes through the less dense larger lots and proceed to the more dense smaller lots. Groberg stated that the average lot size in Rochester Estates would be 200% or 3 times denser than the lots in Castlerock. Groberg stated that the Sunterra lots were only 15% smaller than the lots adjacent to them. Groberg stated that if you consider the County lots that will touch Rochester Estates, it will range from 400% - 900% more dense. Groberg stated that the area has a history and expectation to develop as an estate subdivision which he believes is greater than 1 acre. Groberg stated that page 30 of the Comprehensive Plan states: *The City will develop a program to involve neighbors in the community development process early.* Groberg stated that this did not occur. Groberg stated that no one was contacted by the applicant to get any neighborhood feedback and no one was informed of this proposed subdivision until after Christmas. Groberg stated that he believes there is 100% opposition from all City and County neighbors to this subdivision. Wimborne clarified that Groberg's agreement was with the previous owner, not the current applicant, and when the previous owner sold, Grobergs were not involved.

Dixon asked if there is discussion in the minutes for the previous preliminary plat for this area about the estate part of the Comprehensive Plan versus the estate zone and one acre or less than one acre lots. Dixon stated that the proposal was greater than one acre. Cramer stated that the theme of estate versus low density did not come up. Cramer stated that the themes were the roadway connecting across to the City subdivision. Cramer stated that there were a couple of connections, one up Kinsman Drive, and originally this plat had a stub road to come across and that was one of the big discussion items during that hearing. Cramer stated there was talk about traffic. Cramer stated there

was some discussion about lot sizes, but mostly concerns about traffic and connections with City subdivisions. Dixon stated that if development occurs with the same or larger lots to what is already in the area, then eventually if taken to the extreme, there would be no lots less than 1,000 acres. Dixon stated there is a point when City comes up against County, City has to develop smaller than what is currently there, so there is a compatibility issue. Groberg agreed with Dixon and stated that what he was trying to say is that where Castlerock was designated low density residential and this proposed development was designated as estate an ordinary person would assume that the estate designation would be larger lots than the low density residential. Groberg stated that the compatibility issue is not so much that it is impossible to go smaller, but it is an irresponsible leap to go 200%-900% smaller. Dixon stated that sometimes the choice of a zone has to do more with home occupations, as home occupations are allowed in R-1, but are not allowed in estate, RP or RPA. Dixon stated that could have been a consideration for the zoning of R-1 for Castlerock. Groberg stated that his wife cuts hair out of their home and they are thankful that the area is zoned R-1. Swaney asked what the smallest buildable lot in Castlerock Estates. Groberg stated that it is his lot. Groberg stated that his lot was 1 acre.

Richard Groberg, 620 Castlerock, Idaho Falls, Idaho. Groberg complimented Staff and the Commission on their service and efforts. Groberg stated that the neighbors in attendance are opposed. Groberg stated that the previous plans that people had relied upon have now been changed. Groberg stated that he purchased the two houses facing Holmes and then sold the houses and was left with the 11 acres. Groberg stated that the plan was always to plat the parcel in at least one acre lots. Groberg stated he would like the lots to be about the same size at what is currently in the Castlerock Estates. Groberg stated that the neighbors relied on the previous preliminary plats to make their purchase in Castlerock. Groberg stated that in 2001 their preliminary plat had 7 lots with the idea that they could be larger with fewer lots. Groberg stated that from the beginning the City planners have wanted similar lots as shown, and the area was shown on the Comprehensive Plan map as estate. Groberg recommended that the Commission reject the preliminary plat as it does not fit the Comprehensive Plan and should be platted with at least one acre lots. Groberg stated that he has been invited by lawyers and attorney's to act as an expert witness on real estate values and appraisal values. Groberg stated that location is important. Groberg stated that in an appraisal report for residential there is a spot where they check the neighborhood to see if it helps the land or not. Groberg stated that if he was called to testify in something like this situation, he would testify that smaller lots being only 1/3 of the size of the current lots would have a tendency to devalue the current Castlerock lots. Groberg stated that the Planning Commission has to go with what is the right thing, not what is technically in the subdivision laws. Groberg stated that going east on the traffic was never really in the plan and it would have just been for the sewer convenience.

John and Alison Chambers (Alison spoke), 710 Castlerock, Idaho Falls, Idaho. Chambers stated their home is on the corner of Ronda and Castlerock. Chambers stated that Castlerock is similar to Kinsman and they flow one into another, with no curb, no gutter, large lots and maintains the estate feel. Chambers stated the developers live in Kinsman. Chambers stated the applicant (developers) are neighbors and did not talk to anyone. Chambers stated that the proposed subdivision will have curb, gutter and sidewalks and Castlerock does not which does not keep the land consistent. Chambers stated that there was a bridge that was put in from Kinsman over the canal running to the subdivisions and in the morning and afternoon there is a highway of kids going to Taylorview. Chambers stated that there can be a compromise, and if the developer could get the lot sizes up to at least an acre it would flow better and maintain the consistency and feel of the neighborhood. Chambers stated there is no other road to get to this proposed Rochester Estates except through Castlerock. Chambers stated that if there was another entrance it would be a different story. Dixon asked about the walking path on the side of the road. Chambers stated that there is black top separate

from the road that is maintained by the neighbors. Josephson asked when Chambers was notified of the proposed preliminary plat. Chambers stated that it was the 23rd or 24th of December. Chambers stated that other neighbors are out of town and some just got home from Christmas vacation. Josephson asked and Chambers agreed that the applicants live in Kinsman. Chambers stated that the owners bought in Kinsman because of the estate look and feel.

Lynette Meek, 3591 Summerfield, Idaho Falls, Idaho. Meek stated that in September they purchased a lot in the Kinswood Estates. Meek stated after the purchase they were contacted by someone to see if they would subdivide and sell them two of the 4 acres they had purchased. Meek went to the Bonneville County Zoning and Planning Commission and asked what the guidelines for subdividing were. Meek stated they were advised that they could not subdivide into smaller than the existing current lots in Kinswood Estates. Meek stated there was a one acre lot so that is the smallest that they could subdivide into is 4 once acre lots. Meek stated she believes that could be of relevance to this discussion. Meek stated she spoke to Suzanne Stoddard in Bonneville County Planning and Zoning, and Stoddard stated that talking to your neighbors is very important, even if the planning and zoning grants approval, it could be halted by a civil suit from a neighbor.

Swaney asked Cramer when the notice officially went out for the public hearing. Cramer stated that the letters were sent on December 18, 2015. Wimborne asked how the notices are sent, whether regular mail or registered. Cramer stated that they are sent regular mail.

Lisa Baker, 715 Castlerock, Idaho Falls, Idaho. Baker stated that her lot is at the end of Ronda. Baker feels it is important to consider good planning, not just zoning. Baker stated she bought her lot in 2004 and finished her home in 2006 and has resided in her home for 10 years. Baker stated that they looked in the County, but they liked living in the City and wanted to be City residents and were excited to find the lots in Castlerock because they wanted land. Baker stated the respect shown by the Grobergs as they developed was impressive and you could not tell there was a difference between the Castlerock subdivision and Kinswood Estates. Baker stated that when they were building they had discussions with the Groberg's about what the plans were for the southern property and they were assured that the intention was one acre lots and the City had preliminarily approved one acre lots. Baker stated that she went personally to the City twice and was told twice that it was an estate zone at one acre. Baker went to the City and was advised by Kerry Beutler to read the City of Idaho Falls Comprehensive Plan, which she read the 300 page Idaho Falls City Comprehensive Plan and it listed: *Implementation Strategies and Plan for Residential Development (1) Develop a plan to involve neighbors in the community development process.* Baker requested that the Commission not only consider the legality of whether this application fits in the zoning laws, but whether this is something the established residents would want in the plan. Baker stated that it does not need to be a fight, and the neighbors would be accepting of a one acre minimum, which is actually smaller than most of the lots in Castlerock. Baker stated that the average lot size in Castlerock is 1.7 acres. Baker stated that if you talk about a natural progression of getting smaller, Kinswood lots are higher with an average of more than 2 acres, Castlerock is 1.7, and so one acre is a progression to smaller. Baker stated that it is a big issue for the traffic and that is one reason that she went to the City twice when they built, because anything that came down Ronda would have to go past Baker's house. Baker stated that the pathway is not on her side of the road. Baker stated that the pathway is on the south side of the road and only goes as far as Ronda. Baker stated that her son was one of the three students as well as Lynette Meek's son that went before the City Council and got petitions and were instrumental in getting the bridge put in across the canal. Baker loves to see the kids coming through the neighborhood and over the bridge. Baker stated the Comprehensive Plan talked about how they are encouraging walking and biking. Baker stated considering traffic, they need to consider the kids walking through from the Meadows and Summerfield. Baker stated the one acre lots would allow them to change the road pattern to maintain consistency and they could hold their own storm water.

Baker stated she would be happy with one acre lots. Baker stated that Whitepines went in north of Kinswood, which is a much more dense subdivision that does touch Kinswood, but that subdivision has its own access to the homes. Baker stated that she would not be arguing if Rochester Estates would have their own access, but every single vehicle going into Rochester has to go through Castlerock.

Marvin Smith, 585 Castlerock, Idaho Falls, Idaho. Smith stated he respects what the Staff has said about traffic, but as stated in his wife's letter, a part of the record, the incremental increase in traffic volume based upon Taylorview and Sunnyside being along Castlerock Lane on the other side of Holmes. Smith stated that this morning on his way to work there were no fewer than 20 vehicles at the intersection. Smith stated that he has been involved in no fewer than 25 developments in Jefferson, Fremont, Ada and Custer Counties and when there is an intersection impacted by traffic volume, even if the Engineers state there is no need for a traffic study, possibly the residents of the neighborhood might want to do a traffic study, which is one reason that Smith is urging the Commission for a continuance of the hearing. Smith stated he is unaware of any condition that allows plats to be approved when there is not a demarcation of easements as described by Mr. Groberg. Smith stated irrigation or utility easements have to be clearly marked so everybody knows what is going on with the plat and what delineation of unit they are going to be able to purchase. Smith urges the Commission to give the neighbors more time to develop their argument, as he believes that the intersection will have to be a controlled intersection at some point. Smith stated the incremental increase to the intersection could be the tipping point. Smith stated that with the demarcation of easements it has to be on every plat for everyone's protection in the future.

Dixon asked staff if Mr. Smith's comment about easements would apply to preliminary plats or only to final plats. Cramer stated that definitely on final plats and there are standards that always require a 15' easement across the front of any lot for utility purposes. Cramer stated that the easements in question, irrigation and public utility easements that are found in a separate agreement need to be figured out as to where they will go. Cramer stated the document that has the agreements needs to be reviewed by the City Surveyor to determine where the easements should go. If the easements affect the layout of the plat as it is being proposed it is possible a new public hearing would need to be conducted. Wimborne asked if the previous preliminary plats that have been mentioned and withdrawn, were withdrawn, but still on record. Cramer stated they are still in a file but none were considered at a public hearing. Cramer stated one was recently withdrawn when the developer decided not to move forward. Wimborne asked and Cramer agreed that if a resident is looking to get information about adjoining property or property that is nearby, she could go and look at the file and see things in the file, that were not up to date or current or had gone through the public hearing process. Cramer stated that the file are public record. Dixon stated that in the staff report under ordinances and recommendation, it says: *Staff has reviewed the plat and finds it in compliance with the Subdivision Ordinance, Zoning Ordinance and is consistent with the Comprehensive Plan.* Dixon asked how Cramer feels this is consistent with the Comprehensive Plan. Cramer referenced Comprehensive Plan policy statements as noted in the staff report.

In response to a question from Cosgrove, Cramer stated in the City the preliminary plat needs to meet the Comprehensive Plan, Subdivision Ordinance and Zoning Ordinance. Cramer stated that is why he asked for the zoning and annexation to be postponed because the zoning establishes the minimum standard and the minimum standard in that zone is 6,000 sq. ft. lots. It did not seem appropriate to talk about this evening. Cosgrove clarified that because we are at the preliminary plat stage it is apples and oranges and we are not subdividing an already platted subdivision and in that case one would have to come in and revise the plat. Cramer stated that there is no recorded plat on this property. There was further discussion regarding the location of potential easements. Cramer emphasized that the City Surveyor will need to be consulted.

Applicant:

Jeff Freiberg, 946 Oxbow, Idaho Falls, Idaho. Freiberg stated as far as easements that are required to run across the property they will work with the Grobergs and the City Surveyor to make sure that they are shown on the final plat. Freiberg stated the final plat will have all of the easements in place to move irrigation water or for public utilities. In response to a question from Cosgrove, Freiberg stated there is a ditch along Lot 7. When the improvement drawings are developed any water that needs to be conveyed to adjacent properties will be dealt with. Freiberg stated that the lots are 25,000 sq. ft. Freiberg stated some of the nicer subdivisions such as Stonebrook, Southpoint, and Sunterra the lots are generally 10-15,000 sq. ft. Freiberg stated ½ acre lots are unique to Idaho Falls. Freiberg stated that R-1 lots that are developed are 7-15,000 sq. ft. lots. Freiberg stated the lot size is a unique point of this project. Freiberg stated Castlerock will not notice the traffic flow because the subdivision will be tucked to the south, so the people that live in Castlerock generally won't be in Rochester. Freiberg stated that the estate flow that is in Castlerock is nice, but once Rochester is built, it will not be that noticeable to those that live in Castlerock. Dixon stated the traffic would still have to go through Castlerock. Freiberg agreed, and stated that it is 15 lots and the traffic flow generated by 15 lots is not extreme by any stretch of the imagination. Black asked what size of homes they are anticipating. Freiberg deferred to Launie Shelman. Black asked about the storm ponds. Freiberg stated the storm ponds will be designed to hold the City of Idaho Falls storm flows. Black asked if there will be landscaping. Freiberg stated there will be grass lined landscape similar to Waterford and the Meadows.

Launie Shelman, 772 Kinswood, Idaho Falls, Idaho. Shelman stated she is a real estate agent and has been working for 10 years in Idaho Falls. Shelman stated she has a hard task to find homes that fit buyers. Shelman discussed her view of the housing market and stated that trying to find a home between \$400,000 – 600,000 with a half-acre lot is difficult. Shelman stated the only way to fix the problem is to develop the property herself. Shelman stated she is the biggest advocate for growth in Idaho Falls. Shelman stated they have to stand as a community to keep the buyers in Idaho Falls and not have them buy in Ammon. Josephson stated by going to acre lots Shelman could get a variance for not putting in curb and gutter. Shelman stated she does not think that variance is worth the risk of sitting on the market waiting for the one particular buyer that wants an acre, when the half acre lots will sell soon. Shelman added that curb and gutter is a huge value. Shelman stated that the Cottages in Ammon do not have curb and gutter and they have had so many problems.

Opposition:

Phillip Carr, 2605 Fieldstream, Idaho Falls, Idaho. Carr stated he worked with the Grobergs. Carr stated he has had no problem selling the lots he owned. Carr stated that the one lot he owns that is still vacant, he will probably build on that lot. Carr stated he is happy to compromise with 1 acre lots. Carr stated that the ½ acre lots will detract from what has been done in Castlerock. Carr stated he does not think there is a problem selling larger lots and nicer homes.

Candace Ybarguen, 795 Castlerock, Idaho Falls, Idaho. Ybarguen stated that when Shelman was talking about the house that took 5 years to sell, she stated that is the home she just bought in May and it was on the market for only 2 years.

Richard Groberg, 620 Castlerock, Idaho Falls, Idaho. Groberg stated that if there is demand for the ½ acre lots, there is land all over the valley for sale that you could zone into the City and plat into half acre lots. Groberg stated that if there is a market then it doesn't have to be developed here, where everyone except the developers are opposed to it.

Applicant:

Colby Shelman, 772 Kinswood, Idaho Falls, Idaho. Shelman stated if he as a developer is going to invest money into the project he wants to build a product that will sell. It will be a great addition to the City. Cramer stated that under the regulations for the preliminary plat, *the application and plat shall accurately and fairly describe and depict all . . . easements and shall contain such other information as may be necessary to determine if the proposed subdivision complies with the requirements of the chapter.* Cramer stated that easements are supposed to be shown if they exist. Cramer stated that may be why the easements are not on the plat if they don't currently exist and if this agreement wasn't picked up in any title search.

Opposition:

Lisa Baker, 715 Castlerock, Idaho Falls, Idaho. Baker stated no one is implying they need large homes on the lots. Baker stated that any house will be fine. Baker stated density is the problem, not the type of the home. Baker stated they like the larger homes with less traffic coming through. Baker stated the neighborhood will be impacted by the traffic coming through to Rochester.

Swaney stated that typically they allow the applicant to have the final rebuttal.

Applicant:

Launie Shelman, 772 Kinswood, Idaho Falls, Idaho. Shelman stressed the importance of moderate growth. Shelman stated she is excited for the community and the potential Idaho Falls has. Shelman stated the traffic is not the issue. Shelman stated that more problems come from each of the households in the neighborhood with their own kids driving recklessly. Shelman stated it is not productive for the growth of the City to develop lots that won't sell and develop quickly. Shelman asked the Commission to look at the plat and see that it is not tiny lots and not starter homes. Shelman stated it will complement the neighborhood that has beautiful homes. Shelman stated she is not adding 200 homes, it is just a small lot.

Dixon closed the public hearing.

Swaney stated he appreciated everyone that testified at the public hearing. Swaney stated the staff report is correct, it meets the Subdivision Ordinances, it meets the requirements imposed by the City ordinance, and it meets the spirit, if not the letter of the Comprehensive Plan. Swaney stated the objections appear to have some credibility, but traffic studies are not required for this small of a development. Swaney stated he would approve the preliminary plat because it meets all of the requirements and the property owners have a right to develop their property consistently with City Ordinances. Swaney stated that to present a preliminary plat and then have to meet other standards established during the hearing process seems to be unfair and inequitable to property owners in general.

Morrison complimented the public on their attendance and interest in the issue. Morrison stated the lot sizes comply with the Comprehensive Plan and the City Ordinances. Morrison encourage the owners of the property and the neighbors to get together and cooperate to work out as many kinks as they can.

Black stated she disagrees with some of the information and the opinion of the Comprehensive Plan. Black stated there is an Estate Residential designation, and the City needs to be clearer on that

designation. Black stated she agrees with Groberg and that the estate is a distinction and is a larger lot and would like to see the preliminary plat revised to be one acre. Black believes it would go with the existing land use. Black thanked public for their comments.

Wimborne agreed the City needs to look at the definition of Estate. Wimborne stated the application does meet the City's Subdivision and Zoning Ordinance and with the definitions is consistent with the Comprehensive Plan. Wimborne stated unfortunately at this point the Commission has to work with the Zoning Ordinances and the definitions that are in place and under those criteria it meets the City's requirements. Wimborne hoped the developer could work with the neighbors and find some compromises. Wimborne stated there is an obligation as good neighbors to work together to develop the City.

Cosgrove stated the only question in her mind is the question of representing easements on the preliminary plat. Cosgrove stated there is not an estate zone. Cosgrove stated that R-1 and RPA are the lowest density zones. Cosgrove stated this preliminary plat is well within the Subdivision Ordinance. Cosgrove stated that a foot bridge of 15' is the barrier that changes from densities of 1 house per 3 acres in Kinsman to 7 houses per acre. Cosgrove stated that ½ acre lots are huge in the City and she does not see anything wrong with the preliminary plat.

Dixon stated there wasn't a presentation slide of the Comprehensive Plan, but it was in the staff notes. If you look at the aerial and compare it with the Comprehensive Plan and compare areas that are low density versus estate, one thing that is found is estate is already built out in the County, with the exception of the subject area, the area immediately to the south, between the backs of the existing homes, along the east side of Holmes and the canal that comes diagonally down through is the only area that has open acreage.

Josephson stated the plat meets the regulatory requirements. Josephson stated the half acre lots are very marketable. Josephson stated due to the shortness of notice and the issue of the Comprehensive Plan suggesting that the developer and home owners have an opportunity to visit and reach a mutual agreement. Josephson believes that more time needs to pass before a preliminary plat is approved.

Morrison moved to approve the preliminary plat for Rochester Estates as presented, Denney seconded the motion and it passed 6-1. Josephson objected to the motion as he believes that more time and studies need to be done.

Business:

Reasoned Statement of Relevant Criteria and Standards for Rochester Estates.

Dixon stated that he noted that (1) the presentation from staff included that the peak hour traffic added would be 15 trips per hour which is 1 trip every 4 minutes; (2) the Road network has a walking path from South Holmes, up Castlerock Ln., until the intersection of Castlerock Lane and Ronda, at which point it ends. Dixon stated that could be relevant because that is the part of Castlerock that the traffic in this area would be going down.

Swaney moved to approve the Reasoned Statement of Relevant Criteria and Standards for Rochester Estates 1-7 as presented, with the addition of the two items presented by Chairman Dixon (1) The presentation from staff included that the peak hour traffic added would be 15 trips per hour which is 1 trip every 4 minutes; (2) The Road network has a walking path from South Holmes, up Castlerock Ln., until the intersection of Castlerock Lane and Ronda, at which point it ends. Dixon stated that could be relevant because that is the part of Castlerock that the traffic in this area would be going down. For a total of 9 items, Morrison seconded the motion and it passed unanimously.

Cramer stated pursuant to Ordinance, if there are those that wish to appeal the decision to City Council, there is a deadline once the document is signed. Cramer stated that if there are people that wish to appeal, contact him and once the document is signed he will make contact so you are aware that the time has started and you have 14 days to file an appeal.

Dixon added that this is a preliminary plat, and if the development goes forward there are two additional steps as a minimum and one is the annexation which also is a public hearing. Dixon added that on annexations and final plats the Commission makes recommendations and the Mayor and City Council will make the final decision. Wimborne asked if an appeal is filed, will the people that receive notice about this hearing, receive notice of that appeal hearing. Cramer stated that if there is an appeal filed it will be handled as a new public hearing which includes the same noticing requirements.

Public Hearing:

Rezone of 7.17 Acres: Lot 1, Block 1, Greyridge Division 1: McLane presented the staff report, a part of the record. Black asked why this is being rezoned when it was just initially zoned. McLane stated that it was annexed and zoned as RSC-1, then the property was sold and the new buyer wants to rezone to MS. McLane stated that RSC-1 has lots of steps and hoops to jump through as far as site plan reviews. McLane stated the RSC-1 designation has a 30' landscape set back along public roads, and the MS zone only requires 15' set back. McLane stated the 30' set back would take up a lot of the buildable space. Black asked if the property to the east along Sunnyside had a 15' set back. McLane stated that property is a PUD. McLane stated that two corners of the intersection (Sunnyside and St. Clair) will be MS and directly to the south is MS. The property to the east is PB and PB with a PUD overlay. Black asked what the set back and landscape requirements are. McLane stated in an MS zone the setback requirement is 15' and believes the property along Sunnyside has a 15' setback. Dixon asked and McLane agreed the walking path on Sunnyside is within the right-of-way and then the setback starts beyond the right-of-way. Black asked and McLane confirmed it would be consistent with the PB that is adjacent. Dixon asked if Bucks has a 30' setback. McLane stated that Bucks was grandfathered in and built prior to the zoning requirement. Dixon asked about the access limitations. McLane stated that has been a big question during the development meetings. Dixon stated that where Broulims wanted to go in there was limited access. McLane stated there will not be any access allowed off of Sunnyside. McLane stated there will be an access on St. Clair, Elk Creek, and from the private drive to the east off of Merlin. Dixon asked if Bucks will still meet the requirement that RSC-1 has a minimum 1 ½ - 2 acres. McLane stated Bucks was zoned RSC-1 prior to this property being zoned RSC-1, so it must have met the requirement. Dixon asked if there are differences in buffering requirements. McLane stated there is no buffering requirement between any of the properties that are adjacent. Dixon asked what it means when under MS it states: *can have Motel/hotel, when found to be in compliance with hazards and nuances planned transition zone standard, the service and loading area, planned transition performance standard and the finding subsection of the RSC-1 zones development plans requirements approved by the Planning Commission as a conditional use.* McLane stated the number of standards that are in place with the PT Zone, there are a lot of those standards that would have to be met and would come to the Commission for approval prior to them getting that type of use. McLane stated they would have to obtain a conditional use permit from this body.

Dixon opened the public hearing.

Applicant:

Zane Powell, 1885 Silver Horse Shoe Drive, Rexburg, Idaho. Powell is an employee of the new owner and acting as the agent and construction manager. Powell stated the new buyers are not

Dear Mr. Dixon,

Re: Rochester Estates Annexation / Initial Zoning Hearing

Please consider postponing the hearing scheduled for January 5.

We along with Phil Carr were the developers of Castlerock Estates. We also sold the 11.15 acres of ground being considered for the preliminary plat for Rochester Estates. We sold this ground to Bradley P. Gardner who later sold the parcel to the current owners. In our purchase and sale agreement with Mr. Gardner it was mutually agreed that we would be the developers of the 11.15 acres. This agreement was also binding to "heirs, personal representatives, successors and assigns, etc" We only recently became aware of the change of ownership and development plans and we would like some time to work with Mr. Gardner at resolving any legal matters regarding our right to develop the parcel in question.

At the time we sold the ground to Mr. Gardner the preliminary plat called for seven one acre lots. Mr. Gardner's plans were to build his personal residence on the entire 11 acres or build his home on ½ of the ground and develop the other into 3 lots. This opportunity to develop fewer lots than the maximum of 7 planned for was a primary motivation to sell the ground. Mr. Gardner also later submitted a preliminary plat with 5 lots. This was scheduled for September 1, 2015. This application was withdrawn before the hearing.

When we developed Castlerock Estates we were very concerned with existing neighbors and ensuring that this new subdivision matched the estate feel of Kinsmen Country Estates. We were very determined to continue this estate feel into this new subdivision which is why we took great pains into acquiring the ground, including 2 older homes that were on the ground, and including in our agreement with Mr. Gardner that we would be the developers. We simply wanted to be good neighbors and ensure no subdivision was done that did not reflect the plans the existing neighbors had relied on when purchasing lots from us.

In our opinion good planning demands traffic flow off arterials (Holmes Ave) through high density to lower density housing. Rochester Estates does the opposite.

Additionally our city street, Castlerock Lane, is only 28 feet of asphalt and does not have curb or gutter. The new subdivision will be required to have 33 feet paved and curb and gutter. In our opinion this is poor planning.

Finally, the comprehensive plan calls for an "Estate" designation on the land use plan. The definition includes "existing homes on lots of one acre or larger." It also states "In future, may redevelop at densities of 7 units or less per acre." This last sentence is identical to the "low density residential" designation. This makes no sense. Why have a separate "estate" designation if it has no unique features? Also, having 7 units per acre is physically impossible without having apartments or townhomes. Obviously apartment and townhomes would not be anticipated in any reasonable definition of the word "estate." The generally accepted definition of the word "estate" would be a home with large amounts of land attached to it. This is what all of the neighbors in Castlerock Estates and Kinsmen Country Estates anticipated and were

assured of by city employees when they were shown the preliminary plat and estate designation.

Considering all of the above we would propose you delay the hearing scheduled for January 5 and ultimately reject the proposed plat.

Thank you,

Mike Groberg

Richard Groberg

--

Mike Groberg

ph) 208-542-4502

fax) 208-522-3060

mikegroberg@gmail.com

To members of the Idaho Falls Planning Commission:

We are writing in response to the letter we received from your commission regarding the proposed development of Rochester Estates south of Castlerock Lane. We have serious concerns as this development will not only border our property, but also significantly increase the traffic on our street. The documents that we were provided in the letter sent by your office show the only access to this subdivision would be through our existing Castlerock subdivision. When we purchased our property on Castlerock from the developer, Richard Groberg, we were told that there would eventually be a third phase to our subdivision that would include this property being discussed and be in keeping with phase I and II. This was in accordance with the city plans for this area. We purchased this land and later built our home here because of this plan and our desire to have a more open and country feel.

We have five children that enjoy playing and riding bikes on the streets in our neighborhood. We feel they are safe doing so despite the lack of curb and gutter because of the low traffic. They also travel to and from Taylorview Middle School with many neighboring children on our street without incident because of the low traffic. Having previously lived in the Summerfield subdivision, our children were able to walk to school at Taylorview by using the walking bridge that connected the Meadows subdivision to Kinsman and Castlerock Ln. Again, we felt they were safe in doing so despite the lack of sidewalks only because of the low traffic. Many children use this path every day from the Summerfield and Meadows neighborhoods to travel to Taylorview Middle School.

We are in no way opposed to the development of the land proposed, but we feel it is in the best interest of not only the current homeowners in the area, but also the neighboring children for this area to be developed in a way that is in keeping with the established neighborhood and will continue to provide a safe environment for our children. We feel this is best achieved with lower density lots of at least an acre each that will keep the traffic flow at a safe level for a neighborhood that does not have public sidewalks.

Thank you for your consideration,
Brady and Mardell Burton

Dear Mr. Dixon:

Please continue the hearing presently scheduled for January 5th in regard to the above referenced matter. The legal issues involved in the sale to the present owners of the proposed development as raised in the letter of Mike Groberg and Richard Groberg and the points and factors mentioned in the letter of TJ Baker arguing against approval of the proposed plat need time for further investigation and development. The timing and the distribution of notice given the impact of the proposed development (sole access road through adjoining neighborhood) while perhaps technically correct does facially appear to be fair or equitable to those that are and will be affected by the proposal. For instance the intersection of Castlerock Lane and Holmes during school hours. During school hours the number of vehicles that converge at this intersection is significant given the placement of Taylorview Junior High School and Sunnyside Elementary School. Traffic proceeding North on Holmes historically exceeds the speed limits for the area. Now couple that scenario with school children attempting to access the school grounds by means of the cross walk at this intersection. The confusion at the present intersection and cross walk with the added burden of increased traffic will be unavoidable. This is just one example of many issues that need to be reviewed and considered if more time is allowed for an examination of the proposed development. Thank you for your kind consideration of this request.

Janet Smith

Brent Dixon

Chair

Idaho Falls City Planning and Zoning

Dear Mr. Dixon,

Thank you for taking the time to read this and for all you do for our city.

This letter is in regards to the proposed subdivision, "Rochester Estates." When we first looked into purchasing our land in Castlerock we were informed that the land off of Rhonda Lane would be a continuation of Castlerock with seven lots and the same quiet "country" feel with no curb and gutter. With that knowledge we bought the land and built a home that we had hoped to live in for years and years to come, one that we would welcome our grandchildren to. We were shocked and heartbroken when we saw the new proposed subdivision. This is more than twice the amount of homes, with curb, gutter, and sidewalk. This will most assuredly increase the traffic on our street, making a dangerous situation where hundreds of children, including our own, walk and ride their bikes to and from Taylorview Middle School each day as there is a walking bridge connecting our neighborhood to Summerfield and The Meadows subdivisions. Another concern is the traffic jam it will create as cars are trying to get in and out of the only entrance to both subdivisions where Castlerock Lane meets Holmes. That intersection is already difficult to navigate when school is starting and ending and children are trying to cross the street while parents and buses are coming and going from dropping off and picking up students.

We are confident that if the lots were increased to one acre they would sell quickly, and larger homes would be built on them. The developers would still receive the income they are seeking by doubling the amount they are asking for. Individuals ask us all the time if there are any one acre lots still available in our neighborhood. It is a draw to those looking for that quiet, removed, country life with the convenience of living close to town. This would increase the value of the neighborhood and the homes within it, while keeping traffic to a minimum, which will benefit everyone.

We also ask that you please move the hearing on this matter to the February Planning and Zoning Meeting. Many of our neighbors are out of town for the holidays and not aware of this new proposal. We are sure they would also like to be involved in this meeting and voice their opinion.

Thank you so much for your time and consideration. It means the world to us.

Respectfully yours,

Michael and Jamie Elison

655 Castlerock Lane

Idaho Falls, ID 83404

208-523-0264

Brent Dixon
Chair
Idaho Falls City Planning and Zoning

Dear Mr. Dixon,

I have received notice of an upcoming public hearing regarding the proposed subdivision, "Rochester Estates". This subdivision will be directly behind my current property, which is in Castlerock Estates. When I purchased the property for plans to build my home, the city provided to me a plat map showing 7 lots going in behind my current property. This future development was to be a part of Castlerock Estates. I was pleased with this planning and then built my home.

I understand that this land has changed ownership and there is a group of new developers who have proposed this subdivision, which access will only be through Castlerock Estates. I appreciate that these developers are looking at making a profit and I am looking forward to this land being developed. However, this proposal is not in keeping with what the city provided to me. The density is more than double, so therefore, the traffic will increase significantly. I am concerned for my children, the children in the neighborhood, and the constant flow of the children walking from the meadows and summer field getting to Taylorview junior high each morning and each afternoon.

This proposed subdivision will look nothing like Castlerock. As I understand, it will be half acre lots, with curb and gutter. Castlerock does not have curb and gutter, and the lots will be almost a quarter the size of mine.

For the preparing of a cohesive neighborhood and subdivision, Castlerock was very respectful of Kinsman when the developers pulled together a plan. Castlerock is in keeping with the feel and the flow of Kinsman, without curb and gutter, so as to create the current neighborhood that we have and enjoy. It is difficult to tell where one subdivision ends and where the next one begins.

I respectfully ask that you as chair of the planning and zoning committee to review the original plan that the city provided to me when I was considering purchasing my lot. Could you please in good faith deny this current proposal that perhaps the developers may go back to the drawing board to come closer to that original plan? It makes more sense to me to have a continuation of Castlerock Estates, with larger lot sizes so as to keep the density lower and the traffic less, keeping the feel of Kinsman and Castlerock Estates for better flow and future planning.

Also, there are many of my neighbors who are out of town for the holiday season. Would it be possible to move the date of this public hearing to next month so that they can be fully aware and prepared for this hearing? I know that they would be very appreciative if you would be able to do that for them.

Thank you for your time and consideration. Please contact me anytime if you should have any questions.

Brent Dixon
Chair
Idaho Falls City Planning and Zoning

Dear Mr. Dixon,

Thank you for your time, service and efforts on behalf of our city.

We are writing you in regards to the upcoming Jan. 5 hearing concerning the proposed subdivision to be named "Rochester Estates".

First, we respectfully request that you consider tabling this proposal hearing until the February 2 Planning and Zoning Committee meeting. The reason for this request is that the required notices from the city to neighboring effected properties were not received in our neighborhood until Dec. 21. Many of our neighbors had already left for the Christmas holiday's and as a result will not receive notice of the proposal until their return on Jan 3. Because this proposal will be controversial, and there will likely be 100% opposition from current Castlerock Estates and Kinsman Country Estate property owners, we feel it would be in the best interest of the council, and the public, to table the proposal to the next planning and zoning meeting.

Secondly, we would like to address our deep concerns about the proposed subdivision and its deviation from the original plan for our neighborhood area on the long range city plan.

Before we built our current home in Castlerock Estates, We were understandably concerned about long range city plans for the bare land south of our property. We visited the city planning department and was shown the city master development plan. We were informed that development on the future road off Rhonda Ave was designated for 1 acre "estate" style building lots to reflect that feel and flow of the current neighborhood. We were shown a preliminary plot plan for what would be called Castlerock addition #3 which was to include 7 building lots of more than 1 acre each. We were comfortable with that plan, and based on that information we purchased property and built our home.

Our current neighborhood of Castlerock Estates respects and reflects the feel, flow and building density of the adjoining Kinsman Country Estates. This country feel is one of the main reason we were initially drawn to this area. We were very impressed with importance that both the city planning department and the developers of Castlerock Estates placed on respecting the previously established country estate style layout of Kinsman Country Estates. Therefore, each new Castlerock Estates building lot was held to the standard of no less than 1 acre. This minimum 1 acre plot plan was also extended on the long range city plan to flow into the future development on a road south of Castlerock.

Much to our dismay, the new proposed "Rochester Estates" abandons the country estate design and will no longer reflect the property size, feel, flow or design of the neighborhoods from which it extends, and through which is it's only road access. This new proposal would increases the original plot plan of 7 building lots to a more than double the density of 15 building lots, each

roughly 1/2 acre each. This is a more than 50% increase in home density then our current road with an average lot size of 1.25 acres or more, with some lots as large as 5.87 acres. The density is enough of a alteration from the original city plan, that it now requires curb, gutter, and sidewalk. This is in stark contrast to the country layout of our neighborhood which does not have curb, gutter, or sidewalks. This will be a significant change in the flow and look of the subdivision. We, as well as our neighbors, all realized that someday there would be 7 additional homes on the road behind us, but this change to 15 homes will create much more road traffic then we originally expected and agreed to, based on what the city planning department told us. The ONLY road access to this proposed addition will be on Castlerock Lane through the entrance to Castlerock Estates. Any and all new traffic to this proposed subdivision, whether it be construction or new residents, will by necessity past our home on Castlerock Lane.

This potential higher traffic on our road also has us deeply concerned for the safety of the many Taylorview Junior High children who take advantage of the walking bridge across the canal which links The Meadows and Summer-field subdivisions, to Kinsman Country Estates and Castlerock Estates. Every day dozens of children, including my own, walk and bike down our road, to and from the school. Limited traffic on our road has kept this a safe situation for these children, even without sidewalks. We worry that with the more then double the traffic on our road, it will no longer be the safe walking and biking pathway originally planned by the city. We know that City Planning Committee places a high priority on the availability and safety of biking and walking neighborhoods within our community. We are confident that the safety of the students will be forefront in you discussion of this new proposed development.

Because of our deep concerns, we read the entire City of Idaho Falls Comprehensive Plan. It stated, "One goal of residential subdivision layout shall be to reduce through traffic in residential areas", and to "discourage through traffic". I realize that perhaps you may not consider traffic to an additional residential street as "through" traffic. But please consider that we, and our current neighbors built our homes in good faith, trusting that the city would honor the long range plan, which would have moved less the half the proposed traffic though our neighborhood.

We also realize that not all city building lots can or should be designated as one acre and that there needs to be transitions into smaller building lots. However, a well planned city would have traffic patterns flow from higher density areas towards lower density housing. This proposed neighborhood plan would have the exact opposite traffic flow. We are not opposed to higher density housing. We simply feel that the traffic patterns should be planned accordingly. Neighboring "White Pines" subdivision has many more building lots per acre. However, it also has it's own access road, thus eliminating any traffic through our subdivision. The issue we have with the proposed plan is simply that the only access to this new higher density street is through our subdivision.

We respectfully request that you consider not only the legality of the proposed subdivision within the city zoning laws, but that you also consider what is best for the current neighborhood residents, their children, and the many Taylorview walking students affected by this proposal. Please take time to study the layout of the affected properties. Consider the flow and feel of the area and ask if this proposed plot layout is in the best interest of our established neighborhood,

the city, and our community's long range plan to create a safe, well planned neighborhood environment that reflects the needs and desires of the current and future residents.

On page 39 of the City of Idaho Falls Comprehensive Plan we read that the #1 goal listed under "Implementation Strategies" in Our plan for Residential Development , is to "Develop a program to involve neighbors in the community development process". I hope that you will let our neighborhood be involved. First, by moving the hearing on the proposed "Rochester Estate" to the February Planning and Zoning Committee meeting, allowing more of our neighbors to be informed of the proposal and given the opportunity to articulate their response. And secondly, by listening and carefully weighing each existing neighborhood resident's concerns against the needs of the developers. I am positive that the you as the representatives our our city, and as the planners of our future neighborhoods, can help us come to a decision that will be amicable for all parties involved.

Thank you for your time and consideration. Please feel free to contact us at any time to clarify or ask questions.

Sincerely,

Terry and Lisa Baker
715 Castlerock Lane
Idaho Falls, ID 83404
208-521-8928

To members of the Idaho Falls Planning Commission:

We are writing in response to the letter we received from your commission regarding the proposed development of Rochester Estates south of Castlerock Lane. We have serious concerns as this development will not only border our property, but also significantly increase the traffic on our street. The documents that we were provided in the letter sent by your office show the only access to this subdivision would be through our existing Castlerock subdivision. When we purchased our property on Castlerock from the developer, Richard Groberg, we were told that there would eventually be a third phase to our subdivision that would include this property being discussed and be in keeping with phase I and II. This was in accordance with the city plans for this area. We purchased this land and later built our home here because of this plan and our desire to have a more open and country feel.

We have five children that enjoy playing and riding bikes on the streets in our neighborhood. We feel they are safe doing so despite the lack of curb and gutter because of the low traffic. They also travel to and from Taylorview Middle School with many neighboring children on our street without incident because of the low traffic. Having previously lived in the Summerfield subdivision, our children were able to walk to school at Taylorview by using the walking bridge that connected the Meadows subdivision to Kinsman and Castlerock Ln. Again, we felt they were safe in doing so despite the lack of sidewalks only because of the low traffic. Many children use this path every day from the Summerfield and Meadows neighborhoods to travel to Taylorview Middle School.

We are in no way opposed to the development of the land proposed, but we feel it is in the best interest of not only the current homeowners in the area, but also the neighboring children for this area to be developed in a way that is in keeping with the established neighborhood and will continue to provide a safe environment for our children. We feel this is best achieved with lower density lots of at least an acre each that will keep the traffic flow at a safe level for a neighborhood that does not have public sidewalks.

Thank you for your consideration,
Brady and Mardell Burton

Date: January 21, 2016

Request for Appeal for Planning Commission Decision from a public hearing on January 5, 2016
concerning Preliminary Plat for Rochester Estates

We request an appeal based on the following factors:

1. Comprehensive Plan Provisions

- a. "Treed residential areas with a strong sense of identity" (p. 38)
 - i. The area of Castlerock Estates and Kinsman Country Estates have established a strong sense of identity with large "estate" lots. All lots except for one lot on the arterial of Holmes are greater than 1 acre. The average lot size in Castlerock Estates is 1.75 acres. The average lot size in Rochester Estates is .57 acres. This is over 200% more dense than Castlerock.
- b. "Develop a program to involve neighbors in the community development process early" (p. 39)
 - i. This did not occur. No one was informed about the proposed plat until they received the "notice of public hearing" on approximately December 21. Many were not aware of it at all until the start of the New Year due to holiday travel. The developers made no contact with any neighbors to get any feedback or address any concerns about their proposed plat.
- c. "Higher density housing should be located closer to ... arterial streets." (p. 39) and "To reduce land use conflicts, existing land uses are recognized as starting points for future development patterns" (p. 66)
 - i. This proposal is exactly the opposite. You come off of Holmes (the arterial) and pass through the low density neighborhood to get to the "high density" neighborhood. We are not suggesting that ½ acre lots are small or bad but they are over 200% more dense than those lots you pass by to arrive at. This is poor planning to have that sort of disparity between adjacent neighborhoods. The disparity is even worse when compared to the lots to the south and west of the proposal. To the west the subdivision is over 400% more dense and to the north the subdivision is over 900% more dense.
 - ii. Castlerock Estates' developers were very courteous and concerned with the existing neighbors and went to great lengths to ensure their new subdivision matched the identity and flow of the existing neighborhoods.
 - iii. Castlerock Estates does not have curb, gutter or sidewalks. This was to fit in with the country estates feel and requires the lots to take care of their own storm water. This system works very well and has the benefit of not having storm water maintenance for the city.
- d. The land under consideration is designated as "estate" on the land use map.
 - i. Despite the definition delineated in the comprehensive plan, a reasonable person's definition of the word estate would sound something like "a home with

acreage attached to it." This reasonable definition is even more justified considering the adjacent lot sizes all have the "estate" look and feel.

2. Preliminary Plats relied on by City Residents when Purchasing Lots and Expectations the Plats Created

- a. The original preliminary plat had 7 lots – all greater than 1 acre. Several residents went to the city and were shown this plat and relied on its density expectation when making their decision to buy their lots and build their homes.
- b. Residents were later notified of 2 additional preliminary plats. One showed two 5 acre lots and one showed a plat with 5 lots total.
- c. All of the above created a justified expectation that the ground would be developed in a similar manner to Castlerock, Kinsmen and other county neighbors

3. 100% Opposition from all City residents and County Neighbors to this Proposal

- a. If neighbors are really supposed to "be involved in the community development process" than a 100% opposition rate should be a critical consideration to any "planning" decision.

4. Planning Commission Relied on Non-factual Information

- a. The applicant indicated that neighboring subdivision lots had average lot sizes of close to "10,000" square feet. Two of the subdivisions referenced were Sunterra and Southpoint. In reality both of these subdivisions have an average lot size between 15,000 and 22,000 square feet and have zero lots of 10,000 square feet or less. They also have numerous lots that are greater than 22,000 square feet (1/2 acre).
 - i. The argument the above non-fact was supporting was "there just aren't any lots close to 1/2 acre in the city." The truth is there are many lots that large even within 1 mile of the ground in question.
- b. Several other false statements were made by the applicant concerning prices and times on the market of lots in the neighborhood.

5. Planning Commission ignored major challenges to this subdivision

- a. We have the right to record a 25 foot public utility easement
 - i. This was to ensure future ground could be responsibly developed
 - ii. If the city would like adjacent farm ground to the east to have the option to be responsibly developed in the future this easement must be negotiated and recorded.
- b. We have the right and obligation to record an irrigation easement to provide water to 2 parcels west of the proposed subdivision.
- c. A planning commission member made the comment "I'm sure these easements will be worked out prior to the final plat being recorded". This was a gross understatement of

the complications involved in this process. These easements should have been addressed by the developers with us long before a preliminary plat was submitted and would certainly need to be resolved before any additional development steps are taken.

6. Planning Commission did Little if any "Planning"

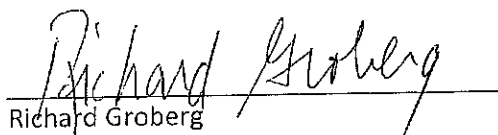
- a. The commission considered no information other than meeting the technical requirements of the subdivision and zoning ordinances. This is nothing more than enforcement as opposed to planning. In our opinion the comprehensive plan was primarily ignored and the planning element of "does this make sense" was completely ignored.
- b. The commission's reasoning for the decision indicates that a density of 7 lots per acre would have also been approved because this density does not violate any of the ordinances referenced above. The ordinances allow an average lot size of 6,000 square feet. Would this make sense considering the average lot size adjacent to this subdivision is over 76,000 square feet? These lots would be over 1,000% more dense than the adjacent subdivision but because the lot size does not violate any ordinance it would be approved. This attitude completely absolves the planning commission of any "planning" responsibilities. Please consider the elements of "does this make sense", "does it fit in with the existing neighborhood" and "does it consider the existing city residents' opinions about how their neighborhoods will develop."

7. We proposed a compromise of lots smaller than Castlerock Estates but larger than the Rochester Estates proposal. This compromise was ignored by the commission and the applicant.

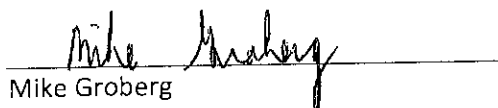
For all of the above reasons we request an appeal to be heard concerning Rochester Estates. We do not oppose development or growth but we do oppose irresponsible growth and a lack of good planning.

Thank you,

Castlerock Homeowners Association / Residents


Richard Groberg

620 CASTLEROCK LN


Mike Groberg

540 CASTLEROCK LN

APPEAL OF THE IDAHO FALLS PLANNING & ZONING
COMMISSION TO THE CITY COUNCIL OF IDAHO FALLS, IDAHO

IN RE: Preliminary Plat Rochester Estates Subdivision located South of Castlerock Lane,
East of Holmes Avenue and North of Township Road

DECISION DATE: January 8th, 2016

The undersigned would appeal the decision of the Idaho Falls Planning & Zoning Commission based upon the following:

1. The Planning & Zoning Commission Should Have Granted a Recess of the Hearing Conducted on January 5, 2016.

Pursuant to the Subdivision Ordinance, 10-1-8 (B)(6) the Planning & Zoning Commission (hereinafter "Commission") has the discretion to recess a meeting for good cause and may solicit comments from other departments and divisions of the City. The Commission acted arbitrarily and capriciously in not recessing the meeting though the objectors prior to the meeting and at the time of the meeting requested such a recess. The underlying reasons to justify a recess were as follows:

- A. To allow a pedestrian travel study by the objectors. Castlerock Lane is a collector route for pedestrian traffic to Taylorview Middle School when the local weather allows for foot travel. The weather at the time of the hearing and presently does not allow for a credible count of foot traffic.
- B. To allow a traffic study by the objectors. The intersection of Holmes and Castlerock at the beginning and the end of the school day presents a traffic problem. There is a crosswalk at this intersection and the combination of foot travel, vehicular travel including school bus travel creates a developing safety problem. The incremental increase in foot, vehicular and bus traffic at this intersection which would be caused by the creation of the Rochester Estates has not been thoroughly reviewed and investigated. The added traffic burden on Ronda Avenue and Castlerock Lane was not seriously considered by the Commission. The pedestrian and the traffic situation will be discussed in further detail in a later section of this appeal.
- C. The Christmas-New Year Holiday. Many potential objectors and other interested parties did not have enough time to prepare for the meeting or simply were not notified of the hearing. The change in mail routing by the U.S. Post Office has resulted in mail sometimes being delayed up to six (6) to seven (7) days.
- D. Legal Issues/Easements. As was indicated to the Commission, a prior owner of the property where the Rochester Estates is situated had contracts which indicated that the prior owner would have rights in and to the designation of utility and irrigation easements. These easements are to the advantage and benefit of homeowners who do not live within the Rochester Estates. Pursuant the zoning ordinance 10-1-8(C), the preliminary plat is to reflect or exhibit easements. The present preliminary plat does

not reflect or exhibit the irrigation or utility easements that are expressed in the previous owner's contract (with a previous buyer).¹

Based upon the foregoing, it is the position of the objectors/appellants that the Commission should have allowed a recess in order for the objectors to receive proper notice and to investigate the issues mentioned in this section.

2. The Increase in Traffic and the Traffic Patterns Justify the Denial of the Preliminary Plat at this Stage.

As stated above, the incremental increase in vehicular and foot traffic on and from Rhonda Avenue to Castlerock Lane and then to Holmes will create traffic and safety problems not seriously considered by the Commission. Traffic from the proposed Rochester Estates will be entering from a higher density area to a lower density area to an intersection where the burden of school and residential traffic collide. Taylorview Middle School has a student and staff population of approximately 905. Many students from neighboring subdivisions use Castlerock as a collector route to Taylorview. This collection takes place via the walking bridge across the canal which links the Meadows and Summerfield Subdivision to the Kinsmen Country Estates and to Castlerock Estates. Kinsmen Country Estates and Castlerock Estates do not have sidewalks, curbs or gutters. There is an existing asphalt pedestrian pathway from Ronda Avenue to Holmes. However, the children traveling toward Taylorview do not utilize the asphalt pedestrian path; they use Castlerock Lane as their path to the intersection of Castlerock and Holmes. See Standard 11, p. 39 of Comprehensive Plan.

Complicating the traffic pattern are the speed limits on Holmes to the north and to the south of the intersection with Castlerock Lane. At this intersection and at the same time, you have certain vehicles slowing down for the school zone while non-school traffic has a historically observed inclination not to slow down at this intersection. Anecdotal evidence given to the Commission provided that at some peak periods of time you have twenty vehicles stacked at this intersection at all four points of the compass. Added to this, as already stated, is a crosswalk where school children are either attempting to go west across Holmes or attempting to go east across Holmes.

The objectors/appellants are merely asking for an opportunity to study this problem in more depth given the additional trips per day that will be presented by the creation of the Rochester Estates. A portion of this investigation would be devoted to the effect of construction vehicles and equipment on the Castlerock Lane/Holmes intersection and the burden on Ronda Avenue and Castlerock Lane during construction periods if multiple homes were being constructed at the same time in the area.

¹ The buyer indicated in the previous owner's contract is the seller to the present owners of Rochester Estates.

3. The Proposed Rochester Estates Does Not Comport with the Present Density Levels or Characteristics of the Neighborhood.

Presently, the neighborhoods of Castlerock Estates and Kinsmen Country Estates are compatible in both "look and feel." For instance, all the lots in Kinsmen Country Estates and Castlerock Estates equal or exceed one acre in size (with the exception of one Castlerock lot which is .75 acres due to a donation of a portion of that lot towards the identification of Castlerock Estates). The lots in both Kinsmen and Castlerock do not have curbs or gutters. The proposed Rochester Estates development will have 33 feet of paved curbs and gutters. As expressed in the hearing before the Commission, the density differential between the Kinsmen and Castlerock developments and the Rochester Estates development is sometimes as high as 200%. This transition is too drastic. Due to the density levels, if the Rochester Estates' preliminary plat is approved, you have the situation where the traffic pattern and flow is from a higher density area towards a lower density area. This certainly does not seem to be in keeping with the spirit of the comprehensive plan (see Standard 12, p. 39 of Comprehensive Plan). It is certainly not in keeping with the spirit of the comprehensive plan and the zoning ordinances as to the maintaining of neighborhood identity and characteristics.

4. The Easement Question.

As stated above, a previous owner of the area now known as Rochester Estates by contract provided for utility and irrigation easements for the benefit of third parties. It appears that there are at least two different versions of these contracts leading to some confusion as to the exact terms of the contracts in question.

Pursuant to 10.1.8(C) of the zoning ordinance, the preliminary plat is to reflect or exhibit easements. The present preliminary plat does not reflect or exhibit the irrigation or utility easements expressed in the identified contract.

It would appear that the Commission should have, at the very least, granted a recess in order for the parties to ferret out the problems that seem to appear in these contracts as they relate to easements. To contemplate going to a final plat without a representation of all the easements that may appear seems to be counterproductive and confusing to all concerned. Adequate time ought to be allowed for the parties to research this question and to contact all concerned parties as to a resolution.

5. Reliance.

As indicated in the staff report to the Commission, there have been multiple preliminary plats submitted in the exact area where the present and proposed Rochester Estates is located. None of these predecessor preliminary plats exceed a representation of seven (7) lots. Many of the present owners in Kinsmen Country Estates and Castlerock Estates relied upon the previous preliminary plats and the representations from the Community Development Department as to the number of lots and the type of development that would take place in the present Rochester Estates development. These representations and the due diligence in reviewing the previous

preliminary plats took place before these owners decided to purchase within Kinsmen and within Castlerock.

The present residents who did this due diligence were reasonable in their reliance upon the verbal representations of the Community Development Department and upon the review of the prior preliminary plats.

A review of the pertinent land use map would lead a reasonable person to believe that an estate, low density residential area would continue with the characteristics that are presently in place in the Kinsmen Country Estates and in the Castlerock Estates.


A change in the neighborhood identity and characteristics will have to have some impact on land values and desirability. The previously mentioned foot and traffic patterns that will be altered if the Rochester Estates development is approved will also have an impact upon these same considerations.

The approval of the Rochester Estates will have an impact on the identity and characteristics of the existing neighborhood and will definitely have an impact on the foot and vehicular traffic patterns of the neighborhood. Consideration of these factors needs to be seriously reviewed and considered. The objectors/appellants need an opportunity to review these matters so that a thoughtful and examined presentation may be made to both the Commission and to the City Council.

CONCLUSION

Based on the foregoing, the objectors/appellants would respectfully request that the City Council conclude that the hearing in this matter was premature and that the objectors/appellants should have been given more time based upon the factors enumerated in this appeal. Further, the objectors/appellants would urge this council to deny the approval of the Rochester Estates based upon the points and factors contained in this appeal.

DATED this 21st day of January, 2016.



MARVIN SMITH

585 CASTLEROCK

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPEAL OF PLANNING AND ZONING COMMISSION'S APPROVAL OF A PRELIMINARY PLAT FOR ROCHESTER ESTATES SUBDIVISION LOCATED SOUTH OF CASTLEROCK LANE, EAST OF HOLMES AVENUE, AND NORTH OF TOWNSHIP ROAD

WHEREAS, the applicant filed an application for a preliminary plat on November 27, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on January 5, 2016; and

WHEREAS, the Planning and Zoning Commission approved the preliminary plat by a vote of 6-1; and

WHEREAS, two affected parties filed petitions to appeal the Planning and Zoning Commission's decision on January 21, 2016; 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 11.15 acre parcel located south of Castlerock Lane, east of Holmes Avenue, and north of Township Road.
3. The property is contiguous on its northern boundary to property currently annexed to the City of Idaho Falls.
4. The property has access to City of Idaho Falls utilities which are currently installed in Ronda Avenue
5. The Comprehensive Plan designates this area as Estate Residential with Low Density Residential also in the immediate area.
6. The Estate designation is described as existing homes on lots of one acre or larger. Also includes vacant properties which have been subdivided into tracts of 20 acres or less. In future, may redevelop at densities of 7 units or less per acre.
7. The Low Density Residential designation is described as single family homes on individual lots at a density of 7 units or less per net acre. This area may include detached homes or homes which share a common wall, open space, or other common facilities.
8. The applicant has proposed R-1 as the future zoning of the property. This zone is consistent with the Estate and Low Density Residential designations. The R-1 zone is consistent with the zoning of the currently annexed properties to the north.
9. The preliminary plat includes 15 buildable lots which meet the minimum requirements of the R-1 Zone.
10. Access to the development will come from the north via Ronda Avenue. The proposed road network extends through the south of the development to allow future connectivity to development to the south.
11. The proposed subdivision includes a street network that will provide adequate connection for the development as well as undeveloped parcels to the south of the project.

12. Castlerock Lane and Ronda Avenue are built with a rural road section which does not include curb, gutter, and sidewalk. The proposal for Rochester Estates includes a standard City street section for a local road which will include curb, gutter, and sidewalk. The west side of the existing section of Ronda Avenue and the south side of Castlerock Lane include an asphalt pedestrian pathway.
13. The P.M. peak hour traffic generation for 15 homes will average 15 trips. This is not in excess of the of Castlerock's carrying capacity and is consistent with typical traffic for a local roadway.
14. The preliminary 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 approved the preliminary plat for the Rochester Estates Subdivision.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor



BGC-019-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Rezoning from M-1 to HC-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B 2.4 acres, NW1/4, Section 13, T 2N R 37E
DATE: March 3, 2016

Attached is the application for rezoning from M-1 to HC-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, for M&B 2.4 acres, NW1/4, Section 13, T 2N R 37E. The Planning and Zoning Commission considered this application at its February 2, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for approval.

Attachments: Vicinity Map
Aerial Photo
Staff Report, February 2, 2016
P&Z Minutes, February 2, 2016
Zoning Ordinance
Reasoned Statement of Relevant Criteria and Standards

Rezone

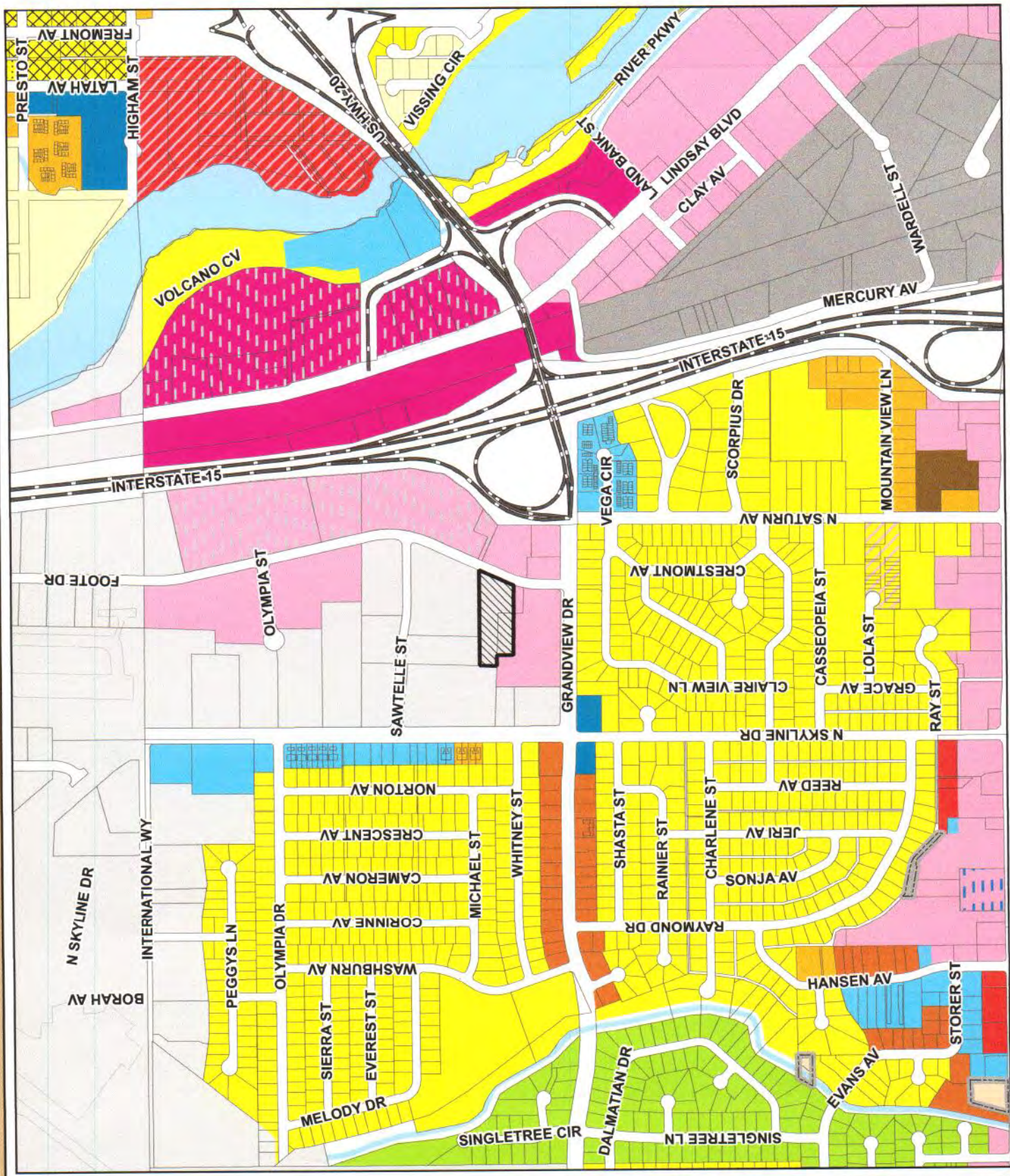


Legend














	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" = 800'

Date: 01/04/2016

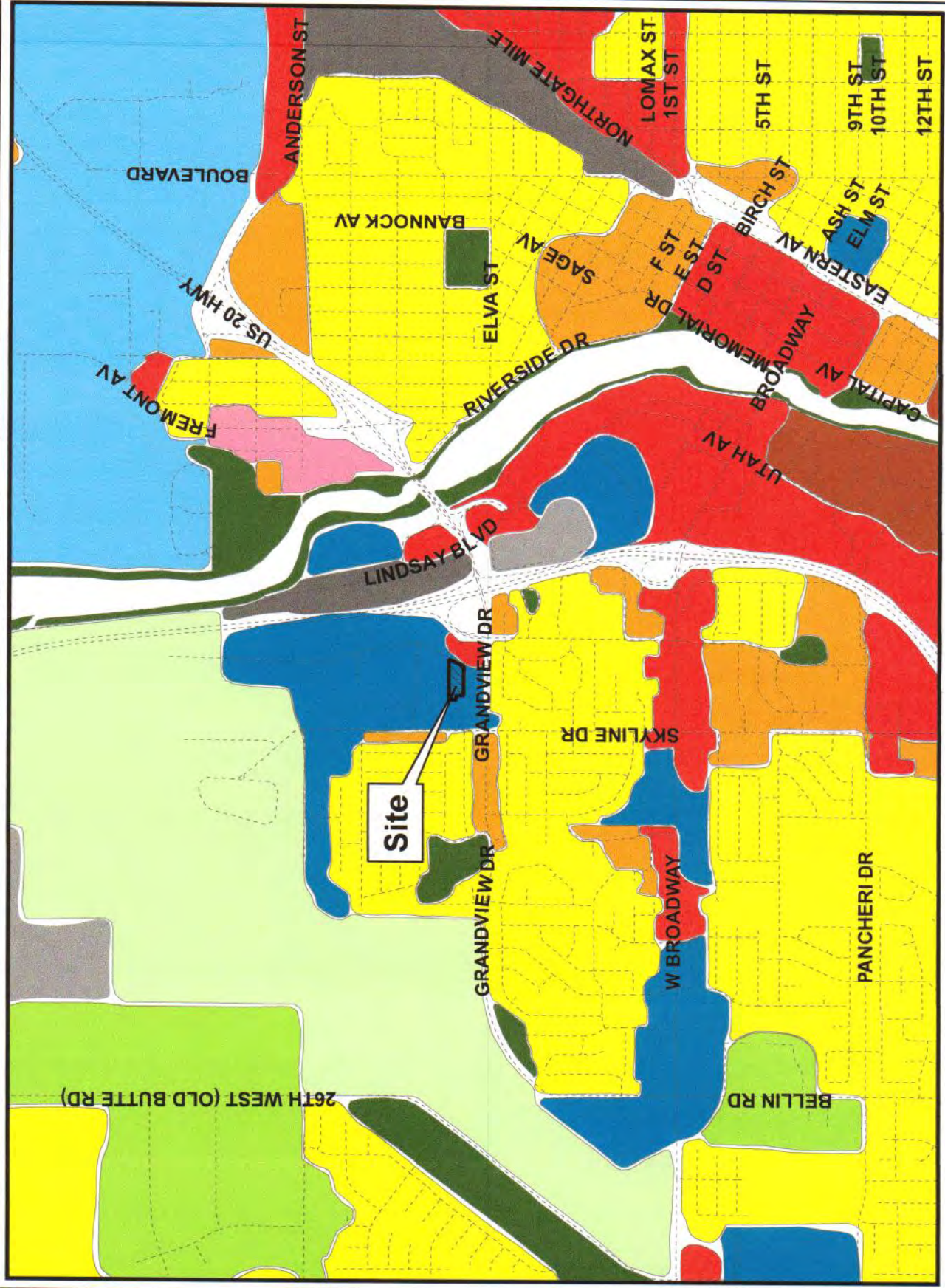




- | | | | | | | | | | |
|---|----------------|---|--------------------------------|---|-------------------------|---|----------------------------|---|-----------------------------|
|  | Estate |  | Greenbelt Mixed Uses |  | Commercial |  | Higher Education Centers |  | Railroad-related industrial |
|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



Comprehensive Plan



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

Date: 01/04/2016

IDAHO FALLS PLANNING COMMISSION STAFF REPORT
Rezone from M-1 to HC-1, M&B: 2.4 Acres, NW ¼ Section 13, T
2N R 37E Grandview Storage Units
February 2, 2016



Planning Division

Applicant: Eagle Rock Engineering

Location: Generally located south of Sawtell Street, north of Grandview Drive, east of N. Skyline Drive, and west and adjacent to Foote Drive.

Size: Approx. 2.4 acres

Existing Zoning:

Site: M-1

North: M-1

South: HC-1

East: HC-1

West: M-1

Existing Land Use:

Site: Vacant/Undeveloped

North: Office

South: Vacant/Undeveloped

East: Commercial,
Industrial

West: Office

Future Land Use Map:

Employment Center

Attachments:

1. Zoning requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To recommend to the Mayor and City Council a rezoning from M-1 to HC-1.

Zoning: The proposed HC-1 (Highway Commercial Zone) designation is consistent with existing zoning in the area as well as the Future Land Use Map designation of Employment Center. In the City's Comprehensive Plan Employment Center is defined as: "Offices including technology related businesses, research and development laboratories, and limited retail uses as restaurants and business support services." This property is also being platted as part of a single lot plat. The bulk of the lot that is being proposed is already zoned HC-1 and the rezoning of this property would create a single zoning on the proposed lot.

Staff Recommendation: Staff recommends approval of the rezone as the request meets the intents of the future land use designation, is in harmony with the surrounding properties, and will unify the zoning on the property.

10-3-14 – HC-1 LIMITED BUSINESS ZONE

(A) General Objectives and Characteristics.

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

The objectives in establishing this zone are to:

- (1) Encourage the development and continued use of the land within the Zone for business purposes.
- (2) To promote safety on the highway.
- (3) To maintain maximum use of highway right-of-way for travel purposes.
- (4) To prohibit uses which tend to thwart or militate against the continued use and development of the land within the zone for its primary purpose.

In order to accomplish the objectives and purposes of this Zoning Code and to promote the essential characteristics of this Zone, the following regulations shall apply in the HC-1 Limited Business Zone:

(B) Use Requirements.

The following uses shall be permitted in the HC-1 Zone:

- (1) Any use permitted in the RSC-1 Residential Shopping Center Zone, and in the C-1 Limited Business Zone, except that dwellings shall not be permitted unless such dwellings are custodial or caretaker's dwellings incidental to the use of the land for commercial purposes.
- (2) Super service stations.
- (3) Automobile sales lots.
- (4) Drive-in eating establishments.
- (5) Machinery sales establishments.
- (6) Amusement enterprises, such as merry-go-rounds, penny arcades, etc.
- (7) Retail establishments with incidental wholesaling, but excluding establishments the principle activity of which is a storage warehouse.
- (8) Auto body shops.
- (9) Beer parlors, taverns and cocktail lounges.
- (10) Open storage areas, provided they are buffered from public streets by:
 - (a) Site planning that uses structures to buffer open storage areas from public streets, or
 - (b) A minimum seven foot (7') foot wide landscaped buffer, which may include a fence or wall at the rear of the buffer.
- (11) Indoor shooting ranges when approved by the Planning Commission as a conditional use.
- (12) Other uses ruled by the Council to be similar to the above listed uses, and in harmony with the objectives and characteristics of this zone.

(C) Area, Width, Location, Height, and Size Requirements.

No requirements, except that all buildings shall be setback a minimum distance of thirty feet (30') feet from any public street except as herein provided and required under the provisions of this Zoning Code.

(D) See Supplementary Regulations to Zones.

(E) Special Provisions.

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

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

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

10-3-16 – M-1 MANUFACTURING ZONE

(A) General Objective and Characteristics.

The M-1 Manufacturing Zone has been established as a district in which the primary use of the land is a business park for research, science, and manufacturing purposes. Representative uses within this Zone are office buildings, research laboratories and related educational buildings, and manufacturing establishments used for such purposes.

This Zone is characterized by relatively flat, open land, conveniently located close to transportation, public utilities and other facilities necessary for large employment centers and successful manufacturing operations. This Zone is also characterized by buildings and off-street parking lots situated among spacious lawns, trees, shrubs and other landscape features. Most distinguishing about the characteristics of this Zone, however, is the attractively designed buildings and park-like appearance of the grounds surrounding the buildings.

As a means of attracting such uses into this Zone, regulations designed to encourage and maintain an attractive park-like environment have been adopted. Also dwellings and other uses which tend to thwart or prevent the use of the land for a business park have been excluded. The objectives in establishing the M-1 Zone are:

(1) To provide space for office buildings, research laboratories, and certain types of manufacturing establishments which require a location among spacious landscaped surroundings free from smoke, noise, fumes, vibrations, etc.

(2) To broaden the tax base.

(3) To encourage existing employers to expand and new industry to locate within the City, so that the economic and social well-being of the City and its inhabitants may be enhanced thereby.

In order to accomplish the objectives and purposes of this Zoning Code and to promote the characteristics of this Zone the following regulations shall apply in the M-1 Zone:

(B) Use Requirements.

The following uses shall be permitted in the M-1 Zone:

- (1) Manufacturing, processing, and fabricating establishments except those in which explosives or other dangerous materials are used.
- (2) Assembling of material from previously prepared parts.
- (3) Research laboratories, excluding activities hazardous to explosion of fire.
- (4) Business and professional offices.
- (5) Government offices.
- (6) Distribution and warehousing related to research laboratories, assembling of material from previously prepared parts, and manufacturing, processing, and fabricating.
- (7) University and higher education buildings in accordance with a master plan approved by Planning Commission under Section 4-26-B.
- (8) Day care facilities operated in conjunction with other permitted uses in the zone.
- (9) Public buildings, public recreational buildings, and public utilities buildings.
- (10) Airports, flying fields, flying instruction schools and airport terminal services, including fixed base operations; servicing, repairing, maintaining, storing and hangaring of aircraft; furnishing coordinated handling services for air freight, air mail and passengers at airports.
- (11) Parking lots.
- (12) Signs as delineated in the City of Idaho Falls Sign Code.
- (13) Buildings accessory to and incidental to uses permitted in the zone.
- (14) Other uses similar to the foregoing uses which are ruled by the Council to be in harmony with the intent of this Zone.

(C) Area Requirements.

No single M-1 Zone shall contain less than thirty (30) acres; however, there shall be no requirements for individual buildings or lots, except the area shall be sufficient to provide for setbacks, landscaping and off-street parking.

(D) Width Requirements.

There shall be no requirements for individual buildings or lots.

(E) Location Requirements.

All buildings shall be set back a minimum distance of thirty feet (30') from any public street, except as herein provided and required under the provisions of this Zoning Code. All buildings shall be located a minimum of twenty feet (20') from all residential Zones including R3-A if the R3-A Zone is occupied by residential uses or from land designated for low or higher density residential use in the City's Comprehensive Plan.

(F) Height Requirements.

No requirements except those prescribed by the approach Zones of the airport.

(G) Size Requirements.

No requirements.

(H) Special Provisions.

- (1) Maintenance of premises. The entire lot shall be kept free from refuse, debris and waste material, and all such refuse, debris and waste material shall be kept in approved containers and stored so that the containers cannot be seen from any public street or adjacent residential properties. No dust, odors, smoke, vibrations, intermittent lights, glare, noise, fumes, ash or sound shall be emitted which is discernible beyond the premises, except that which arise due to normal traffic movements.

- (2) Storage. All storage and activities except loading and unloading and automobile parking shall be conducted within a building.
- (3) Landscaping. All areas not covered by buildings or by off-street parking and loading space shall be planted into a lawn, trees and shrubs and otherwise landscaped and maintained in accordance with good landscaping practice.
- (4) Setback. The required setback space shall not be used for automobile parking, but shall be landscaped and maintained with lawns and trees and shrubs, except for permitted driveways.
- (5) Coverage. All buildings on any lot shall not occupy more than fifty percent (50%) of the total area of any lot. All buildings, parking areas, loading areas, and sidewalks shall not occupy more than eighty percent (80%) percent of any lot. The remaining lot shall be landscaped.
- (6) Loading Areas. All loading and unloading areas shall be screened from public streets in accordance with Section 4-23.X. All loading and unloading areas as well as parking areas shall be hard-surfaced.
- (7) Site plan and design review. Before any building permit is issued in the M-1 Zone, a development plan shall be submitted to and approved by the Zoning Administrator. The development plan shall include a complete site plan, lighting plan, landscape plan, and proposed elevations of the buildings. The site plan shall be drawn to scale showing the actual dimensions and the shape of the lot to be built upon; the exact size and location of existing buildings on the lot, if any; the exact location and dimensions of the proposed building, sidewalk, structure or alteration; the location, layout, and access of proposed on-site parking; and the location and type of landscaping, fencing, and screening proposed on the lot.
- (8) Performance Standards. All uses within the M-1 Zone shall comply with the following performance standards as determined by the Zoning Administrator:
- (a) No use, except those on airport property, shall create 70dBA or greater at the property lines of adjacent residential uses or places of assembly, 55dBA or greater within the interior of adjacent residential uses and places of assembly, or 75dBA or greater at the property lines for all other adjacent land uses.
 - (b) No use shall create traffic generation that decreases the level of service (LOS) to LOS D or below on the adjacent arterial street unless the developer or owner agrees to provide all improvements necessary to retain the existing level of service on the adjacent street.
 - (c) All sources of illumination shall be directed and shielded to avoid direct glare onto adjacent properties. No use shall cause a level of illumination exceeding 0.5 foot candles on any part of a neighboring residential area.
 - (d) All uses shall provide access for pedestrians through the provision of sidewalks and designated pedestrian access through parking areas. When the use is adjacent to an existing or proposed path designated in the *Comprehensive Plan Pedestrian and Bicycle Plan* or an existing park or bicycle/path facility, the administrator may require a on-site path to allow employees access to the neighboring facility.
 - (e) Access points shall be in compliance with *The Access Management Plan*, February, 1998 Edition, on file at the office of the City Clerk.
 - (f) The materials of the proposed buildings are in harmony with the existing development in the immediate area. The use of prefabricated metal or block masonry for the exterior of an entire structure is prohibited unless the building is a hangar facility, is located immediately adjacent to such type of existing structure, has veneer in harmony with adjacent buildings, or is broken into smaller components by sufficient expanse of windows, insets, projections, or exterior trim to avoid a blank

wall of metal or masonry. Brick, sandstone, stucco, colored and textured concrete, and textured concrete masonry units are encouraged.

(g) Where the main entrance of a building does not face a street, other street side entrances, windows and doors shall be highlighted to provide interest and appear accessible to pedestrians.

(h) All uses in the M-1 Zone shall be buffered from adjacent residential uses, land designated residential in the City's Comprehensive Plan, or land Zoned residentially, including R3-A zones when the R3-A Zone is used for housing, by a combination of landscaping, berms, and fencing at least twenty feet (20') in width. Landscaping shall include evergreens spaced to form a solid screen within ten (10) years and a berm at least two and one-half feet (2.5') in height. Natural buffers such as canals may be included within this twenty foot (20') buffer and shall eliminate the need for fencing where the canal is elevated or at least twenty feet (20') in width; however, landscaping with evergreens at least ten feet (10') in width shall still be provided.

(i) No building with a height greater than thirty feet (30') shall be closer than seventy-five feet (75') from adjacent residential uses, land zoned residentially, or land designated residential in the City's Comprehensive Plan unless approved as a conditional use permit by the Planning Commission.

(j) No electronic message board, animated sign, revolving, roof, off-premise, or portable signs shall be permitted in the M-1 Zone.

(k) The Zoning Administrator may waive the performance standards of d, f, g, and h above as well as the Coverage Special Provision when the building is an aviation facility on land owned by the City of Idaho Falls at the Idaho Falls Regional Airport.

(l) See Supplementary Regulations to Zones.

Comprehensive Plan Policies:

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

Employment centers, defined as those employment areas with a large number of employees per acre, are located adjacent to arterial streets and near support facilities necessary for business. Other employment centers designated on the land use map are located near the airport or on major arterial streets in close proximity to commercial centers and near housing. Office complexes and research and development laboratories offer an opportunity to develop or redevelop these areas. Both public facilities (streets and utilities) and commercial support services presently exist for these potential employment areas. (Page 70)

Industrial areas are located adjacent to highways and railroad facilities.

New uses in industrial areas include manufacturing plants, wholesaling-office warehouses, research and development laboratories, and some offices. Some of these areas also include construction yards, extraction industries, and salvage yards. Certain industries will need railroad access, especially those in agribusiness, and others will need quick access to the highways and I-15. (Page 70)

Cramer informed the Commission that they still have to have a recommendation to the Council. Cramer clarified that the Commission had a motion to recommend approval and that motion failed, so a new motion needs to be presented.

Morrison moved to recommend to the Mayor and City Council denial of the Planned Unit Development for St. Clair Townhomes, Black seconded the motion and it passed. 7-1. Josephson voted no.

Josephson stated that he believes the PUD meets the minimum criteria and standards, the developer and the home owners do have leverage each with each other. Josephson stated he believes the parking is appropriate and the only concern he has is the 15' buffer to the south.

3. RZONE 16-001: REZONE. Grandview Storage Units. Beutler presented the staff report, a part of the record.

Wimborne opened the public hearing.

Applicant:

Kurt Rowland, Eagle Rock Engineering, 1331 Fremont Ave., Idaho Falls, Idaho. Rowland stated that the rezone is requested to make the parcel consistent with the rest of the property in order to build storage units.

No one appeared in support or opposition of the application.

Wimborne closed the public hearing.

Morrison moved to recommend to the Mayor and City Council approval of the rezone from M-1 to HC-1 of the Grandview Storage Unit property, Foster seconded the motion and it passed unanimously.

Business:

1. PLAT 16-003: FINAL PLAT. Grandview Storage Units. Beutler presented the staff report, a part of the record. Morrison asked what it means to "address the City's review comments prior to proceeding to Council." Beutler stated that the review comments that are outstanding are technical comments from the City Surveyor. Swaney asked if one of the comments is showing the access off of Foote Drive on the final plat. Beutler stated that the plat does not show specific access, it only shows frontage. Beutler stated that the applicant is aware that they will only have access to Foote Drive. Josephson asked if this includes drainage provisions. Beutler stated that will be part of the site plan development when they come in for the commercial site plan, they will show that they can maintain the drainage on the property. Morrison asked if it is unusual to not have a street access shown on a final plat. Beutler stated it is not unusual. Beutler stated that the City used to Plat little intersection/right of way "knobs" but technically it is dedicated City right of way so the City is required to provide maintenance and it can be difficult as properties develop if the access is in the wrong spot, then they'd have to come back to Council and ask for vacations. Beutler stated that typically they just plat the properties adjacent and note where the access should come from.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF M&B: 2.4 ACRES, NW1/4 SECTION 13, T 2N R 37E, LOCATED GENERALLY NORTH OF GRANDVIEW DRIVE, WEST AND ADJACENT TO FOOTE DRIVE, SOUTH OF SAWTELLE STREET, AND EAST OF NORTH SKYLINE DRIVE, AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM M-1 ZONE TO HC-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Section 1 is HC-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Employment Centers" and "Commercial;" 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 February 2, 2016, and recommended approval of zoning the subject property to HC-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on March 10, 2016.

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:

Metes and Bounds: 2.4 acres, NW1/4 Section 13, T 2N R 37E, generally located north of Grandview Drive, west and adjacent to Foote Drive, South of Sawtelle Street, and east of North Skyline Drive.

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

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be

held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2016.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF M&B: 2.4 ACRES, NW1/4 SECTION 13, T 2N R 37E, LOCATED GENERALLY NORTH OF GRANDVIEW DRIVE, WEST AND ADJACENT TO FOOTE DRIVE, SOUTH OF SAWTELLE STREET, AND EAST OF NORTH SKYLINE DRIVE, AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM M-1 ZONE TO HC-1 ZONE; AND PROVIDING

SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING
EFFECTIVE DATE.”

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM M-1 TO HC-1, M&B: 2.4 ACRES, NW1/4 SECTION 13, T 2N R 37E, (GRANDVIEW STORAGE UNITS) GENERALLY LOCATED NORTH OF GRANDVIEW DRIVE, WEST AND ADJACENT TO FOOTE DRIVE, SOUTH OF SAWTELLE STREET, AND EAST OF N. SKYLINE DRIVE.

WHEREAS, the applicant filed an application for a final plat on January 12, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on February 2, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on 2016 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 City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 2.4 acre parcel located generally located north of Grandview Drive, west and adjacent to Foote Drive, south of Sawtelle Street, and east of N. Skyline Drive.
3. The proposed HC-1 (Highway Commercial Zone) designation is consistent with existing zoning in the area as well as the Future Land Use Map designation of Employment Center.
4. This property is also being platted as part of a single lot plat. The bulk of the lot that is being proposed is already zoned HC-1 and the rezoning of this property would create a single zoning on the proposed lot.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this rezone as presented.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the rezone from M-1 to HC-1, M&B: 2.4 acres, NW1/4 Section 13, T 2N R 37E, (Grandview Storage Units).

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor



BGC-020-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Grandview Storage Units, Division No. 1
DATE: March 3, 2016

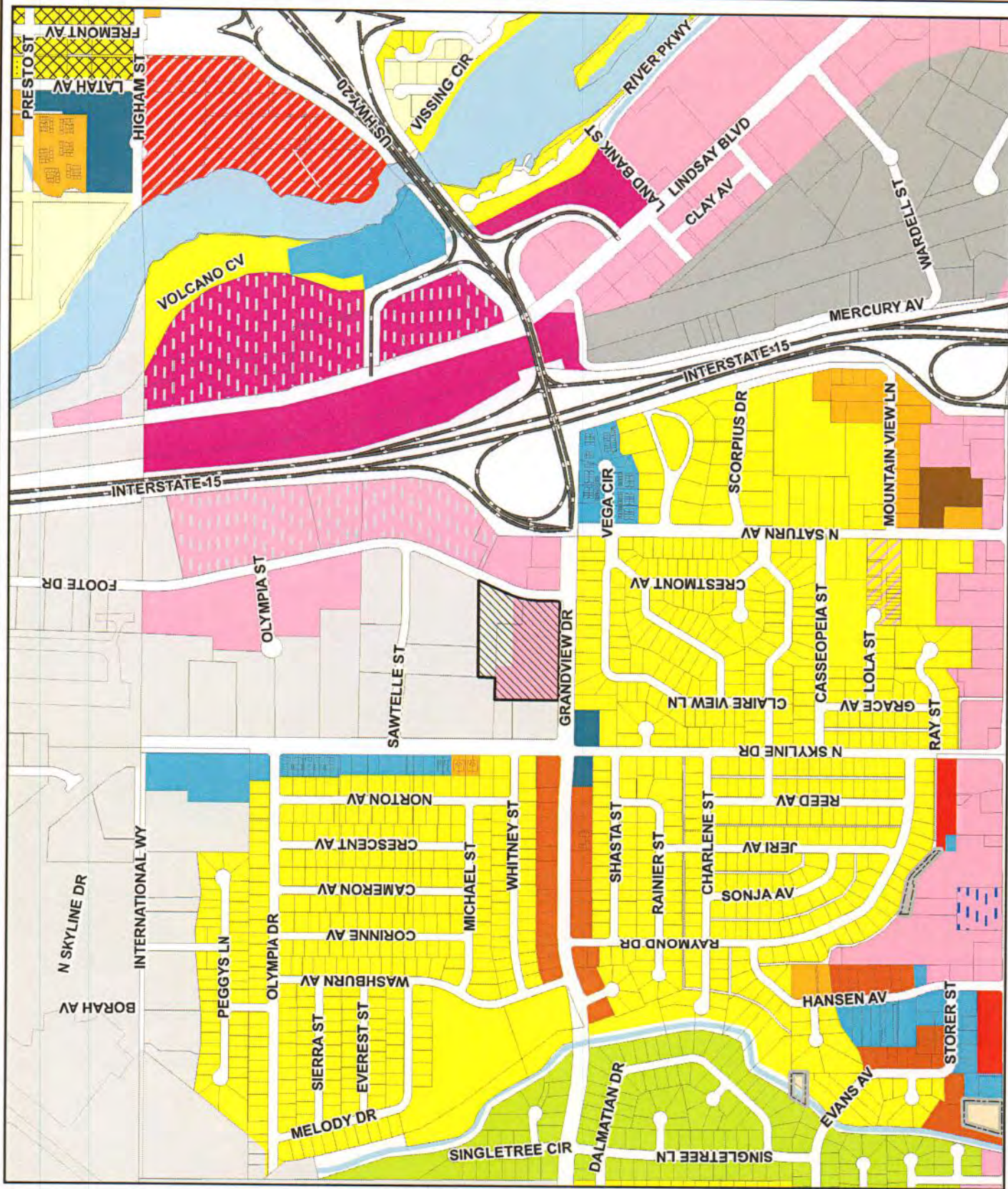
Attached is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Grandview Storage Units, Division No. 1. The Planning and Zoning Commission considered this application at its February 2, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for approval.

Attachments: Vicinity Map
Aerial Photo
Final Plat
Staff Report, February 2, 2016
P&Z Minutes, February 2, 2016
Reasoned Statement of Relevant Criteria and Standards



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



Interstate 15 NB

Interstate 15 SB

US Hwy 20
US Hwy 20

N Saturn Ave

Vega Cir

Crestmont Ave

Westland Ave

Claire View Ln

Summit Cir

Shasta St

Whitney St

Grandview Dr

N Skyline Dr

Sawville St

Footle Dr



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
Final Plat
Grandview Storage Units
February 2, 2016



Applicant: Eagle Rock Engineering

Location: Generally located south of Sawtell Street, north of Grandview Drive, east of N. Skyline Drive, and west and adjacent to Foote Drive.

Size: 6.745 acres

Existing Zoning:

Site: HC-1 &M-1

North: M-1

South: R-1

East: HC-1

West: M-1

Existing Land Use:

Site: Commercial/Vacant

North: Office

South: Residential

East: Commercial

West: Office

Future Land Use Map:

Employment Center

Attachments:

1. Subdivision information
2. Maps and aerial photos
3. Final plat

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

History: This property was annexed in February or 1957 along with the properties to the north as part of the William Hatch Preliminary Plat. This portion of the Preliminary Plat was never platted or developed. The stated Preliminary Plat has since expired.

Staff Comments:

- The plat includes 6.745 acres.
- The subdivision includes one commercial lot.
- There will not be any access allowed onto Grandview Drive
-

Staff Recommendation: Staff has reviewed the plat and finds it in compliance subdivision ordinance and recommends approval with the following condition:

1. The applicant revise the plat to address City's review comments prior to the plat proceeding to Council.

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

REQUIREMENTS	Staff Review
• Purposes listed in Section 10-1-1 as follows:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	NA
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	X
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
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.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	NA

Comprehensive Plan Policies:

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

Employment centers, defined as those employment areas with a large number of employees per acre, are located adjacent to arterial streets and near support facilities necessary for business.

Other employment centers designated on the land use map are located near the airport or on major arterial streets in close proximity to commercial centers and near housing. Office complexes and research and development laboratories offer an opportunity to develop or redevelop these areas. Both public facilities (streets and utilities) and commercial support services presently exist for these potential employment areas. (Page 70)

Industrial areas are located adjacent to highways and railroad facilities.

New uses in industrial areas include manufacturing plants, wholesaling-office warehouses, research and development laboratories, and some offices. Some of these areas also include construction yards, extraction industries, and salvage yards. Certain industries will need railroad access, especially those in agribusiness, and others will need quick access to the highways and I-15. (Page 70)

Zoning Information:

10-3-14 – HC-1 LIMITED BUSINESS ZONE

(A) General Objectives and Characteristics.

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

The objectives in establishing this zone are to:

- (1) Encourage the development and continued use of the land within the Zone for business purposes.
- (2) To promote safety on the highway.
- (3) To maintain maximum use of highway right-of-way for travel purposes.
- (4) To prohibit uses which tend to thwart or militate against the continued use and development of the land within the zone for its primary purpose.

In order to accomplish the objectives and purposes of this Zoning Code and to promote the essential characteristics of this Zone, the following regulations shall apply in the HC-1 Limited Business Zone:

(B) Use Requirements.

The following uses shall be permitted in the HC-1 Zone:

- (1) Any use permitted in the RSC-1 Residential Shopping Center Zone, and in the C-1 Limited Business Zone, except that dwellings shall not be permitted unless such dwellings are custodial or caretaker's dwellings incidental to the use of the land for commercial purposes.
- (2) Super service stations.
- (3) Automobile sales lots.
- (4) Drive-in eating establishments.
- (5) Machinery sales establishments.
- (6) Amusement enterprises, such as merry-go-rounds, penny arcades, etc.
- (7) Retail establishments with incidental wholesaling, but excluding establishments the principle activity of which is a storage warehouse.
- (8) Auto body shops.
- (9) Beer parlors, taverns and cocktail lounges.
- (10) Open storage areas, provided they are buffered from public streets by:
 - (a) Site planning that uses structures to buffer open storage areas from public streets, or
 - (b) A minimum seven foot (7') foot wide landscaped buffer, which may include a fence or wall at the rear of the buffer.
- (11) Indoor shooting ranges when approved by the Planning Commission as a conditional use.
- (12) Other uses ruled by the Council to be similar to the above listed uses, and in harmony with the objectives and characteristics of this zone.

(C) Area, Width, Location, Height, and Size Requirements.

No requirements, except that all buildings shall be setback a minimum distance of thirty feet (30') feet from any public street except as herein provided and required under the provisions of this Zoning Code.

(D) See Supplementary Regulations to Zones.

(E) Special Provisions.

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

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

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

Cramer informed the Commission that they still have to have a recommendation to the Council. Cramer clarified that the Commission had a motion to recommend approval and that motion failed, so a new motion needs to be presented.

Morrison moved to recommend to the Mayor and City Council denial of the Planned Unit Development for St. Clair Townhomes, Black seconded the motion and it passed. 7-1. Josephson voted no.

Josephson stated that he believes the PUD meets the minimum criteria and standards, the developer and the home owners do have leverage each with each other. Josephson stated he believes the parking is appropriate and the only concern he has is the 15' buffer to the south.

3. RZONE 16-001: REZONE. Grandview Storage Units. Beutler presented the staff report, a part of the record.

Wimborne opened the public hearing.

Applicant:

Kurt Rowland, Eagle Rock Engineering, 1331 Fremont Ave., Idaho Falls, Idaho. Rowland stated that the rezone is requested to make the parcel consistent with the rest of the property in order to build storage units.

No one appeared in support or opposition of the application.

Wimborne closed the public hearing.

Morrison moved to recommend to the Mayor and City Council approval of the rezone from M-1 to HC-1 of the Grandview Storage Unit property, Foster seconded the motion and it passed unanimously.

Business:

1. PLAT 16-003: FINAL PLAT. Grandview Storage Units. Beutler presented the staff report, a part of the record. Morrison asked what it means to "address the City's review comments prior to proceeding to Council." Beutler stated that the review comments that are outstanding are technical comments from the City Surveyor. Swaney asked if one of the comments is showing the access off of Foote Drive on the final plat. Beutler stated that the plat does not show specific access, it only shows frontage. Beutler stated that the applicant is aware that they will only have access to Foote Drive. Josephson asked if this includes drainage provisions. Beutler stated that will be part of the site plan development when they come in for the commercial site plan, they will show that they can maintain the drainage on the property. Morrison asked if it is unusual to not have a street access shown on a final plat. Beutler stated it is not unusual. Beutler stated that the City used to Plat little intersection/right of way "knobs" but technically it is dedicated City right of way so the City is required to provide maintenance and it can be difficult as properties develop if the access is in the wrong spot, then they'd have to come back to Council and ask for vacations. Beutler stated that typically they just plat the properties adjacent and note where the access should come from.

Applicant:

Kurt Rowland, Eagle Rock Engineering, 1331 Fremont Ave, Idaho Falls, Idaho. Rowland stated the access will come off of Foote Drive and will align with the access across from it. Rowland stated they do not put the access on the plats unless it is a dedicated public right of way. Wimborne asked for a technical definition for access "knob". Rowland stated it is the radius that is going into the property. Rowland stated that the property will be cut down so it is not as steep and they will be putting drainage swells along Foote. Wyatt asked about the temporary easement on the plat along Grandview. Rowland stated that ITD is going to widen the road for Grandview this spring, and that will be a temporary construction easement. Josephson asked if there is a sidewalk easement along the south property border along Grandview. Wimborne stated there is not currently a sidewalk, but it will be part of ITD widening project.

Swaney moved to recommend to the Mayor and City Council approval of the Final Plat for Grandview Storage Units as presented and included in the Staff Report, Josephson seconded the motion and it passed unanimously.

2. PLAT 16-004: FINAL PLAT. Ivywood Subdivision, Division No 1. Cramer presented the staff report, a part of the record. Cramer corrected an error in the staff report, that stated the common lots on the east side of the property needed to be referenced not only as common lots, but also including berming and landscaping. Cramer stated that the improvements drawings depicted required berms and landscaping. Cramer stated that the staff recommendation would change to say the plat does meet the subdivision requirements and they would recommend approval. Josephson clarified and Cramer confirmed that this is the first phase of Ivywood. Black asked if the walking and biking path connect to the subdivision. Wimborne stated that the applicant is nodding and can address that point.

Applicant:

Clint Boyle, Horrocks Engineers, 901 Pier View Drive, Idaho Falls, Idaho. Boyle stated that this phase of Ivywood will not include the pathway connections as the bike path connection will be from the intersection and will be included in another phase to the north. Boyle confirmed that they will not be utilizing knobs in this project, but will have streets with appropriate turn arounds. Boyle stated that the way the plat is set up there are common lots that are 50' wide that are proposed along the ultimate build out of Park Road. Boyle stated those lots will have common maintenance by the HOA. Boyle stated that all lots meet the 150' depth requirement if they extend out past the common lot. Boyle stated that the alternative would be to run the lots out to the street and provide an easement. Boyle believes this is a better approach in terms of maintenance as buffers.

Swaney moved to recommend to the Mayor and City Council approval of the Final Plat for Ivywood Subdivision, Division No. 1, as presented by staff, with the stipulation that the recommendation on the set back, in the staff report, has been withdrawn, Morrison seconded the motion and it passed unanimously.

3. PLAT 16-006: FINAL PLAT. Lorin C Anderson, division No. 1 3rd Amended.

Wimborne clarified that previous discussions on the PUD do not have any impact on this item. Beutler presented the staff report, a part of the record. Black asked about the storm pond shown on Lot 13. Beutler stated that is off the plat boundary, and is part of the commercial property.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF GRANDVIEW STORAGE UNITS LOCATED GENERALLY LOCATED NORTH OF GRANDVIEW DRIVE, WEST AND ADJACENT TO FOOTE DRIVE, SOUTH OF SAWTELLE STREET, AND EAST OF N. SKYLINE DRIVE.

WHEREAS, the applicant filed an application for a final plat on December 23, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on February 2, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on March 10, 2016 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 City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 6.745 acre parcel located generally located north of Grandview Drive, west and adjacent to Foote Drive, south of Sawtelle Street, and east of N. Skyline Drive.
3. The subdivision includes one commercial lot.
4. There will not be any access allowed onto Grandview Drive.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the HC-1 Zone
6. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Grandview Storage Units

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor

COMMUNITY DEVELOPMENT SERVICES



Planning Division
Office (208) 612-8276
Fax (208) 612-8520

Building Division
Office (208) 612-8270
Fax (208) 612-8520

BGC-024-16

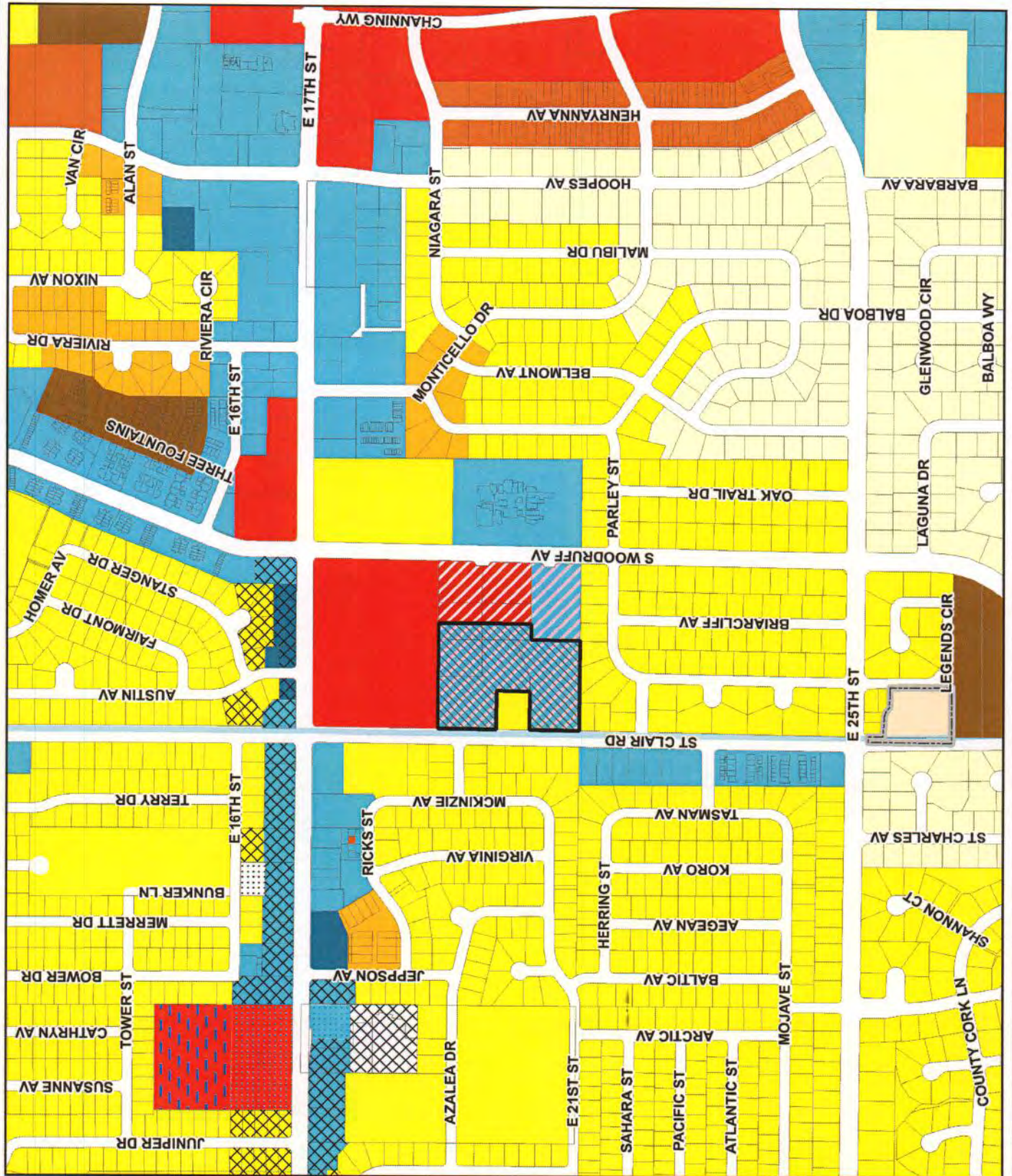
TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson Division No. 1, 3rd Amended
DATE: March 3, 2016

Attached is the application for Planned Unit Development and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson Division No. 1, 3rd Amended. The Planning and Zoning Commission considered this application at its February 2, 2016 meeting and recommended denial by a 6-1 vote. The applicant has made adjustments to the proposed plan based on the discussion at the Planning and Zoning Commission meeting to resolve the concerns raised. Staff has reviewed the changes and feels they address most of the concerns raised and recommends of consideration of approval of the proposed plan. This item is now being submitted to the Mayor and City Council for approval.

Attachments: Vicinity Map
Aerial Photo
Site Plan
Staff Report, February 2, 2016
P&Z Minutes, February 2, 2016
Letters/Emails submitted by neighbors and applicants
Reasoned Statement of Relevant Criteria and Standards

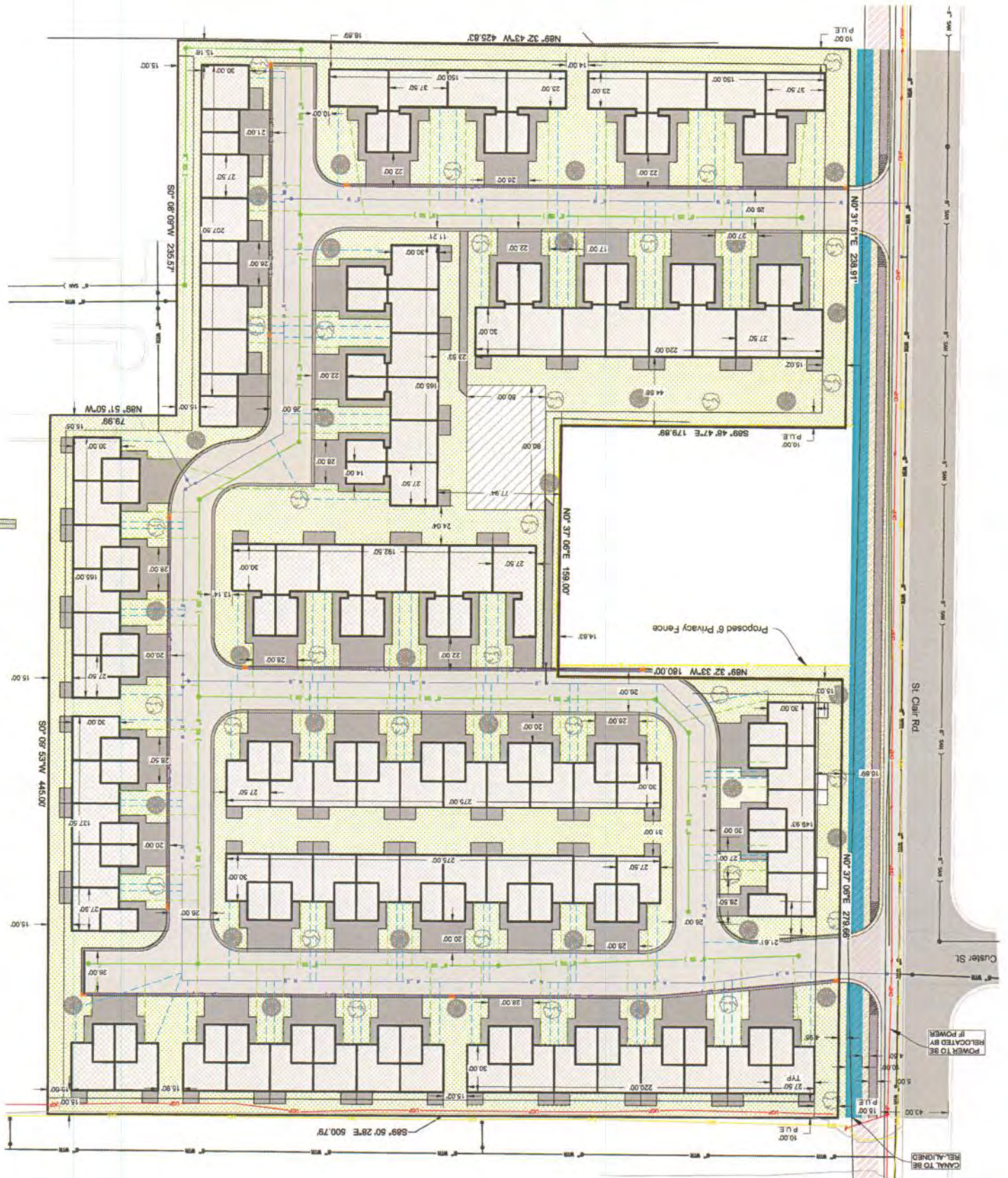


Legend	Site
	RP
	RP-A
	R-1
	R-2
	R2A
	R-3
	R-3A
	PB
	MS
	RSC-1
	C-1
	HC-1
	CC-1
	GC-1
	R&D-1
	M-1
	I&M-1
	I&M-2
	RMH
	PT-1
	PT-2
	PT-2 & T-1
	PUD
	T-1
	T-2
	30' Setback
	50' Setback
	City Limits
	Area of Impact





Site plan considered by P&Z



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
Planned Unit Development
St. Clair Townhomes
February 2, 2016



Applicant: Harper-Leavitt Engineering, Inc.

Location: Generally south of E 17th Street, west of S Woodruff Avenue, north of E 25th Street, and east of St. Clair Road

Size: 6.763 acres
Units: 86

Existing Zoning:

Site: R-3A
North: C-1
South: R-1
East: RSC-1/PUD
West: R-1

Existing Land Use:

Site: Vacant
North: Commercial
South: Residential
East: Commercial/ Vacant
West: Residential

Future Land Use Map:

Medical Services Center

Attachments:

1. Subdivision information
2. Maps and aerial photos
3. Development Plan
4. Elevation Drawings
5. Photos
6. Bjornson Letter

Requested Action: To recommend to the Mayor and City Council approval of the Planned Unit Development for St. Clair Townhomes.

Staff Comments: The property is currently zoned R-3A. The proposed PUD includes 86 single-story townhome units constructed with a mix of two and one bedroom units. Units will be constructed as attached townhomes. The largest row of units will include 10 attached units. The development proposes to provide parking through single car garages and driveways. 184 parking spaces will be provided in this manner.

All areas of the PUD not covered by building or drive area will be landscaped. In addition to the landscaping the development will include a half-court basketball court, perimeter walking path, barbecue pits, picnic tables and an aesthetically pleasing entrance sign to the project. Street trees will also be provided along St. Clair Road and the internal road system. The development is proposed to be completed in one phase including the landscaping and amenities.

The proposed underlying R-3A Zone District will govern the project unless varied by the PUD. The applicant has identified the need to vary the rear setback from 25-feet to 15-feet. The applicant has also requested to decrease the required 20-foot landscape buffer adjacent to St. Clair Road. A 15-foot landscape buffer is proposed. In addition the Moody Canal offers additional setback from the road. Parking is also modified from City Ordinance to allow tandem parking and the use of driveways to meet required two parking stalls per residence.

The applicants propose to provide a 6-foot privacy fence around the single-family residence surrounded by the development. The residents (Bjornson's) of this home identified the need for a fence, please see attached letter. No additional fencing is proposed. The property to the north is zoned C-1 with established commercial uses. This being the rear side of the retail center it contains the freight intrances and garbage collection for the site. The Zoning Ordinance requires commercial uses to provide a buffer next to loading areas. The buffer is to include a 7-10 planting strip, trees and a 6-foot tall opaque fence or hedge. With the request for a reduced setback staff feels it would be appropriate for this development to provide the necessary buffer.

Staff Recommendation: Staff would recommend approval of the PUD with the condition that the described buffer be included on the north end of the development.

Morrison moved to approve the Conditional Use Permit for the First Evangelical Lutheran Church Open Air Pavilion, Lot 1, Block 1, First Lutheran Church, Black seconded the motion and it passed unanimously.

2. PUD 16-001: PLANNED UNIT DEVELOPMENT. St. Clair Townhomes. Beutler presented the staff report, a part of the record. Swaney indicated that the letter from the Bjornsons was not included in the packet. Beutler read the letter into the record. Wimborne clarified that the staff recommended approval of the PUD with the described buffer on the north end, but staff did not address the Moody Canal as the buffer or set-back. Beutler stated that Staff has no concerns with the variances the Applicant is requesting. Swaney clarified that attachment 6 as referenced in the staff report is the same letter that Beutler read into the record. Black asked if the City has moved forward with plans for a landscaping bond to guarantee money for landscaping and streets. Beutler stated that it is included in the Subdivision Ordinance for rights of way for street improvements, but no bond is required for landscaping. Black asked what tandem parking would look like. Beutler showed a picture of proposed townhome that showed a single car garage and driveway to park. Black asked if there is room on the street for guests to park. Beutler indicated that the street will be 24' wide so cars could park on one side of the street. Beutler stated that Public Works has reviewed the plan and has no problems with the proposal. Black asked about the smaller set back, going from 25' to 15'. Beutler indicated that since there is open space throughout the development, they would like a smaller set back to fit the units. Morrison asked if they will have guest parking. Beutler stated they have not proposed guest parking. Josephson asked about the walk path. Beutler stated that it is a perimeter walking path that would be included in the 15' set back. Beutler deferred to the applicant for further information. Foster asked if traffic studies have been done for St. Clair. Beutler indicated that the traffic study information should be in the report. Wimborne indicated that the traffic study information is in the packet for the Final Plat for Lorin C Anderson, later in the meeting. Beutler stated there are traffic concerns on 17th Street already and the traffic study indicated that the development would not cause additional concerns. Beutler stated that St. Clair will be widened to 3 lanes (north, south, turn lane), plus a bike path going north and south, for the length of the development. Beutler added that the City is looking at a future project at the intersection of 17th and St. Clair to widen that area. Black asked if the widening of St. Clair will affect the Moody Canal. Beutler stated that the Applicant will have to move the canal to the eastern edge of the right of way. Beutler stated that the applicant is proposing that the Moody Canal will make up the additional 5' for the 20' buffer. Denney asked about the buildings on the south west corner of the property. Beutler indicated they are single family residences. Denney clarified that there will only be a 15' buffer next to that south west edge.

Wimborne opened the public hearing.

Applicant:

Blake Jolley, Harper Leavitt, 985 N. Capital, Idaho Falls, Idaho. Jolley indicated they have engaged in discussions with the Bjornsons to try to alleviate their concerns. Jolley indicated that Bjornson's shop/garage is located on the back edge of their property and is accessed from Applicant's property. Jolley indicated they are trying to work out an access easement that would give the Bjornsons the ability to come in off of St. Clair into the development and still access the garage. Jolley stated that the southern edge of the Bjornson home there are mature pine trees that

are on the subject property. Jolley indicated they are trying to work out a way to put a fence in and leave the trees, by either putting the fence on Bjornsons property or farther onto the subject property. Jolley indicated that from the Bjornson's property line to the townhomes there is 50' buffer. Jolley stated that Public Works has given permission to do less width on St. Clair in order to minimize the effects of moving the canal on the residence. Jolley indicated that the Bjornsons have some aesthetically pleasing features that could be affected if the canal had to be moved right up against it. Jolley indicated they are asking for variances in the Ordinance with tandem parking. Jolley stated that the reason for the tandem parking is to maintain the feel of a residential neighborhood for the development. Jolley stated that the current cross section on St. Clair will be 43' of oil from lip of curb to lip of curb. Jolley indicated there will be curb and gutter on the east side of St. Clair and will provide a 5' sidewalk on the east side of St. Clair. Jolley stated that St. Clair is currently 28' wide. Jolley indicated that Public Works is allowing parallel parking on the west side of St. Clair. Morrison asked if once the road is striped they will not allow parking on either side. Jolley clarified that they will still allow parking on the west side of St. Clair. Jolley stated that the traffic study indicated that the development will not cause an undue hardship on St. Clair. Wimborne asked for information about the walking path. Jolley indicated the intent is to put a path around the full exterior of the PUD within the setback. Swaney asked if there are numbers for the traffic study, not just statements indicating "minimal". Jolley stated that they hired an outside firm to do the traffic study according to the BMPO Standard. Jolley stated that the City Engineer did not have concerns with the numbers listed from the traffic study. Beutler indicated that the full study is large with technical data and thus only the conclusions and the summary of the study were provided. Morrison commended Jolley for working with the Bjornsons.

No one appeared in support.

Opposition:

Ken Krivanak, 2185 St. Clair, Idaho Falls, Idaho. Krivanak lives on south east corner of the property. Krivanak indicated that Jolley has not discussed anything with him. Krivanak stated that the PUD does not address his buffer zone the same as the Bjornsons. Krivanak stated that the traffic pattern for St. Clair has been overloaded since the Teton Apartments went in. Krivanak indicated that 8 years ago when they were talking about a PUD it was planned to have two exits onto Woodruff and none on St. Clair. Krivanak would like to have one exit onto St. Clair for emergency vehicles and 2 onto Woodruff. Krivanak stated there is no landscaping on the south end of the property. Krivanak suggested a 30' off set, mound of soil and vegetation and a wall/fence for a buffer. Krivanak stated that widening only one portion of St. Clair will form a bottle neck in that area. Krivanak indicated that allowing traffic to park on the west side of the road will exacerbate the problem of bottle necking. Krivanak suggested eliminating the parking on the west side of St. Clair. Krivanak suggested cutting out through traffic on St. Clair.

Kris Manley, 2165 St. Clair, Idaho Falls, Idaho. Manley's property is on the south west corner of the proposed development. Manley stated that the 15' set back is a minimal space and is concerned about that minimal space. Manley stated that St. Clair is busy and adding additional cars from the development will put stress on St. Clair and the intersection of 17th Street. Manley stated that the residents on the southern boundary of the property should have a privacy fence.

Morrison asked if Manley would mind if there was no parking on the west side of St. Clair. Manley indicated that he would appreciate no parking on either side of St. Clair.

Bruce Bjornson, 2015 St. Clair, Idaho Falls, Idaho. Bjornson indicated his home is located in the center of the PUD. Bjornson stated that with a few requests he could support the plan. Bjornson stated that moving the canal affects a brick fence on the front of his property and suggested not having a turn lane south of Big Lots, and having a bike/walk path one side of St. Clair, which would allow room to widen the street without affecting Bjornson property. Bjornson stated that if the canal has to be moved that they leave a lawn mower width maintenance strip in front of his brick fence. Bjornson is concerned about maintaining 519 linear feet of fence and as such, requested a solid, no maintenance, non-vinyl perimeter fence. Bjornson stated that the north end of the property has a car port that snow and ice fall from and would stress and damage a vinyl and wood fence. Bjornson suggested a solid concrete fence such as the fence that was built for the residents on the north end of the Teton Apartments on the corner of St. Clair and Woodruff. Bjornson showed pictures of the concrete fence. Bjornson stated that the road on the north property line uses a portion of the Bjornson property. Bjornson stated he is willing to negotiate to allow them to consume the property, if they ensure permanent access to the garage door on the north side of the shed, with a gate that is wide enough to back a trailer into the shed. Bjornson stated that the north driveway property border has to have enough room to maintain the current level of asphalt as the property line does extend past the asphalt.

Michelle Frank 955 E 21st, Idaho Falls, Idaho. Frank indicated that her grandparents developed the Jennie Lee addition and the apartments on St. Clair across from proposed site. Frank indicated the density of the PUD is a concern to her. Frank indicated that her home, on the corner of 21st and Jennie Lee has a lot of traffic. Frank indicated that the traffic is a problem and needs to be addressed.

Ken Krivanak, 2185 St. Clair, Idaho Falls, Idaho. Krivanak agreed with Bjornson that the fence suggested is similar to what was discussed 8 years ago for the southern property. Krivanak suggested a concrete fence with berm and trees and vegetation with 30' set back.

Wimborne clarified and Beutler agreed that the only proposed fencing is around the Bjornson home.

Applicant: Blake Jolley, 985 N. Capital Ave., Idaho Falls, Idaho. Jolley stated that there are large concerns regarding St. Clair. Jolley indicated they are working on the concerns with Public Works. Jolley indicated that the owner proposed to not do anything to St. Clair, but with the overall future planning, it became a requirement that the applicant address issues with St. Clair in order to develop the property. Jolley asked if there is residential fence on the backside of the southern property. Beutler indicated that some of the homes do have fencing. Jolley stated that if there is currently a fence, he does not see a need for a double fence. Jolley stated that if there is not a fence, then that is something that can be worked out with the adjacent property owners. Jolley stated that they did a traffic study to see what the impact on St. Clair would be with the PUD and the traffic study indicated the impact to St. Clair would be minimal. Jolley stated that the current property owner has no access to Woodruff. Jolley stated that the buffer on the south west corner of the property can be worked out that will benefit the developer and the owners. Jolley stated that the Ordinance, without a variance, would be 25' maximum. Jolley stated that St. Clair is on the list of things the City is wanting to address and Public Works will decide what

is best for the City on 17th Street and St. Clair. Jolley indicated that the density of the PUD (12.7 units per acre) is under what is allowed in an R-3A (35 units per acre.) Morrison asked if Jolley would consider the concrete fence. Jolley stated they could discuss the fence with the property owner.

Kris Manley 2165 St. Clair, Idaho Falls, Idaho. Manley stated that the depth of his property is 150' and 30' of his backyard is fenced with wood and vinyl.

Wimborne closed the public hearing.

Swaney stated he is concerned with the traffic study and the "minimal" impact that could occur to St. Clair before any improvements occur to St. Clair and 17th Street. Swaney indicated that in the past there has been a huge concern by residents about the impact of traffic and the safety of the roadway. Swaney recommended to Staff to include the numbers on the traffic study showing how many trips at peak hour. Swaney stated that the roadway at the north end of the property is stubbed at the end so it appears that in the future it could connect to a road that would eventually go out to Woodruff. Swaney stated that the Bjornson concern about fencing is legitimate, but the property negotiations with the developer is their problem, and not for the Commission to decide. Swaney believes the fencing issue needs to be addressed in a stipulation of some respect in the recommendation to City Council. Wimborne asked Staff and Staff confirmed that the Commission can include stipulations in a PUD. Black is concerned about the density of the property and believes it will have a large impact on St. Clair. Black is concerned about the reduced set-backs and reduced landscaping buffer. Black is concerned for the lack of parking. Black stated that a guest parking area would be a good idea. Black is concerned about the fencing for the different areas of the property. Morrison asked Staff how they could get St. Clair to have no parking on both sides. Beutler stated that it is something that Public Works would do that and the City Engineer would assign it as no parking. Morrison asked what would stimulate the conversation. Beutler stated that conversation has been had and there is no parking on the east side of St. Clair. Morrison stated that no parking on both sides would facilitate the movement of traffic better. Morrison indicated that a motion should include fencing along the north edges of the surrounding property. Wimborne clarified that Morrison is talking about Bjornson property and not the north part that borders the commercial, or south that borders the homes, only around Bjornson. Morrison is concerned about the lack of guest parking. Wimborne summarized the stipulations to include the fencing around the Bjornson property, reference to additional parking and fencing on the southern edge. Swaney stated that a motion should standardize the fence that will be used for the purpose of buffering for all of the adjacent residential property. Denney indicated she is concerned with the southern set back and how close it will be to the adjacent residents. Wimborne clarified with Staff that they recommend the described buffer which would include the reduced set back. Beutler stated that in the R-3A zone the required buffer between R-3A and R-1 is a 10-foot landscape strip for the set back. Wimborne stated that within that set back there is a walking path as well as a landscape buffer. Beutler stated that the 7-10' buffer would be on the north side next to the commercial. Beutler stated that on the south side and next to Bjornson the required buffer in R-3A is a minimum 10' wide landscape buffer. Wimborne stated that with the requested variance they could still do the 10' landscape buffer and still have 5' within the recommendation. Beutler stated that is why staff did not include additional buffering requirements on the set back. Morrison asked if they can have two types of fencing. Beutler stated that if the fences are meeting different needs or

requirements they can be different. Josephson asked if there is an HOA with the PUD. Beutler stated that the PUD Ordinance requires that the development be maintained as one and under unified control. Josephson stated that the streets will be private home owner owned streets. Josephson asked and Beutler agreed that the fencing, if on the development property would be part of the HOA for future maintenance. Beutler deferred further clarification to the applicant. Wimborne summarized the issues the Commission has to include: standardized fencing for residential, guest parking, and set back on southern area. Black clarified that the buffer for the commercial strip is a 7-10' planting strip, trees and 6' tall opaque fence or hedge. Black asked if the fence for the commercial edge of the property would have to match the residence fence. Wimborne stated that it has been expressed that it would make sense to have the fences uniform. Wimborne stated that the Ordinance requires the 7-10' planting strip to buffer between residential and commercial. Black stated that the residential could have matching fences and the commercial fence could be something different. Wimborne does not feel comfortable requiring a specific material for the fencing. Morrison stated that the concern of Mr. Bjornson of maintaining fence would be alleviated if the fence is on the applicant's property and covered by the HOA, so some kind of solid fence would be appropriate. Beutler stated that the PUD Ordinance requires long term maintenance of anything that is part of the development, but defers to the applicant for arrangements with adjacent properties.

Wimborne re-opened the public hearing.

Applicant: Blake Jolley, 985 N. Capital Ave., Idaho Falls, Idaho, Jolley indicated that the HOA will maintain the fence for the term of the development. Jolley stated that the proposal is to have the entire fence placed on the subject property. Swaney asked if putting a fence along the southern residential property is feasible. Jolley stated that is a reasonable request. Wimborne asked about consistency of fencing. Jolley stated that the owner would probably be amenable to do something specific for the residential and have an option to do something to buffer the commercial. Wimborne clarified that all residential would be one kind and commercial could be a different type of fence. Jolley indicated he would prefer it left open to work out individually with each home owner. Morrison asked if there is room for a berm for the southern properties. Jolley stated it could be looked at and they could start the discussion with the southern property owners.

Wimborne re-closed the public hearing.

Swaney stated that he agreed with a minimum standard for the fencing. Swaney stated that the fencing along the north side of the property is being provided to buffer the PUD from the commercial. Black stated she is concerned about no guest parking lot. Morrison agreed with Black that there needs to be a no parking on the streets and there is a need for guest parking. Wimborne asked if staff wanted to add anything about parking. Beutler stated that parking is not a concern that has been raised by any of the departments in the City as the project was reviewed. Beutler stated there is not a standard for guest parking for developments. Wyatt stated that the Board of Adjustment has recently approved tandem parking on a development. Wyatt stated that the PUD is on private property (Bjornson) and that will need to be cleared up. Beutler stated that the issue will need to be resolved and it will be addressed when they come in for the formal site plan review. Cramer clarified that prior to going to City Council the property issue will be resolved. Cramer stated that when it is resolved the property owner will sign an Affidavit of

Legal Interest, which grants the applicant, or its representative, permission to bring their property forward. Cramer stated there needs to be a sale of the property, or an Affidavit of Legal Interest provided before the project will move forward to City Council. Swaney stated that the Commission is making a recommendation to City Council and whatever stipulations are added to the proposal need to be clear for City Council.

Josephson moved to recommend to the Mayor and City Council approval of the Planned Unit Development of St. Clair Townhomes Addition with the stipulation that fencing is agreed upon by all parties for minimum standard purposes, Morrison seconded the motion.

Black asked if the motion meets the requirements that the Staff had with a recommendation with the condition of the described buffer be included on the north end of the development.

Wimborne stated that it would be best to amend the motion so that the recommendation to Mayor and City Council approval of the PUD for St. Clair Townhomes with the condition that the described buffer be included and a stipulation that fencing with minimum standard.

Black moved to recommend to the Mayor and City Council approval of the Planned Unit Development of St. Clair Townhomes Addition with the condition that the described buffer be included on the north end of the development as noted in the staff notes, Denney seconded the motion and it passed unanimously.

Wimborne called for a roll call vote for the original motion as amended.

Morrison, abstain; Black, no; Denney, yes; Josephson, yes; Foster, no; Swaney, no; Wyatt, no. The motion failed 2-4.

Morrison stated that he has concerns with parking and believes the situation could be addressed by eliminating 1 or 2 units.

Black stated that the PUD is adding more than minimal traffic to St. Clair and 17th Street. Black stated that it is too large of a development for the property, and the request for variances on set-back, landscaping, and parking concern her.

Foster stated that her concern is for the traffic and does not see how 184 potential vehicles will make a minimal impact. Foster stated that there no need for additional parking for residents of the PUD if they are going to reduce parking on St. Clair. Foster stated it is unfair to reduce the parking on St. Clair and reduce them within the PUD. Foster stated that the absence of an access to Woodruff concerns her.

Swaney stated that he is concerned about the minimal impact on the traffic. Swaney stated that the idea of leaving it to the developer to negotiate with property owners about fencing is a bad idea. Swaney stated that he believes that one of the property owners has more leverage than the other property owners as the developer needs the Bjornson property for the development. Swaney stated that the fencing is to provide the separation for minimal standards for everyone and there needs to be an equity and fairness established.

Wyatt stated he is concerned about the 15' set back. Wyatt stated that a nice solid fence would solve some of the 15' issue.

Cramer informed the Commission that they still have to have a recommendation to the Council. Cramer clarified that the Commission had a motion to recommend approval and that motion failed, so a new motion needs to be presented.

Morrison moved to recommend to the Mayor and City Council denial of the Planned Unit Development for St. Clair Townhomes, Black seconded the motion and it passed. 7-1. Josephson voted no.

Josephson stated that he believes the PUD meets the minimum criteria and standards, the developer and the home owners do have leverage each with each other. Josephson stated he believes the parking is appropriate and the only concern he has is the 15' buffer to the south.

3. RZONE 16-001: REZONE. Grandview Storage Units. Beutler presented the staff report, a part of the record.

Wimborne opened the public hearing.

Applicant:

Kurt Rowland, Eagle Rock Engineering, 1331 Fremont Ave., Idaho Falls, Idaho. Rowland stated that the rezone is requested to make the parcel consistent with the rest of the property in order to build storage units.

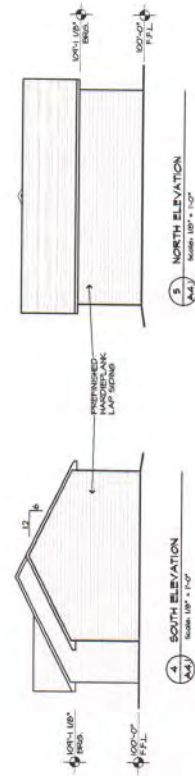
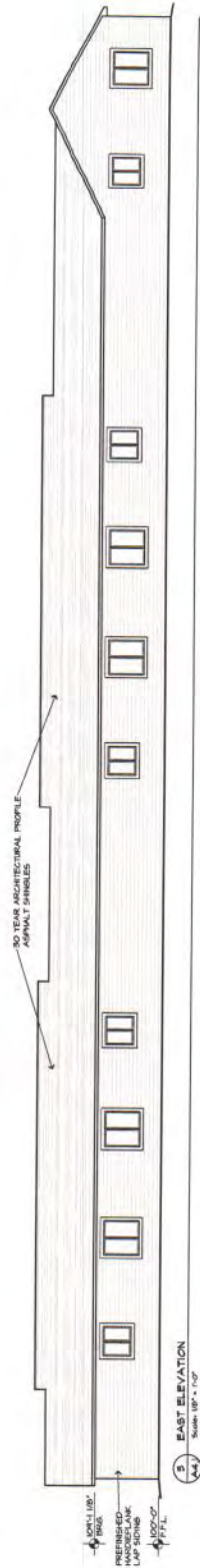
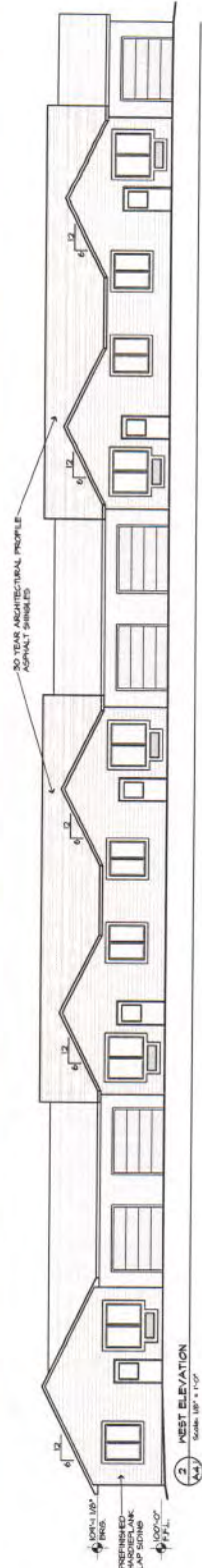
No one appeared in support or opposition of the application.

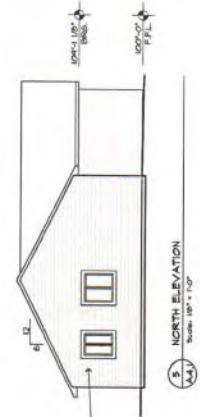
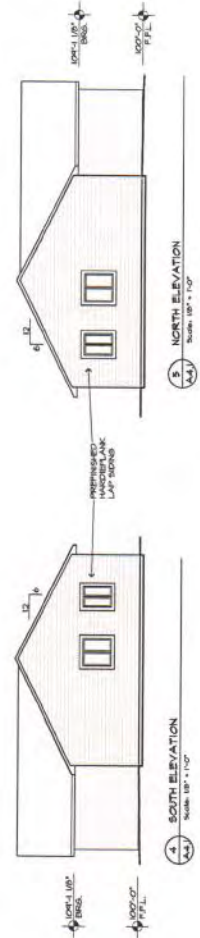
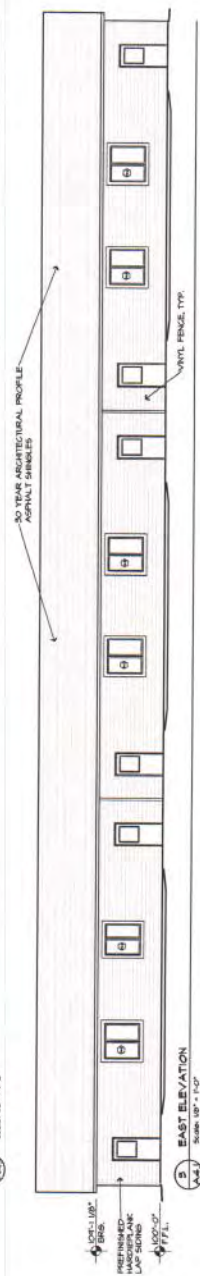
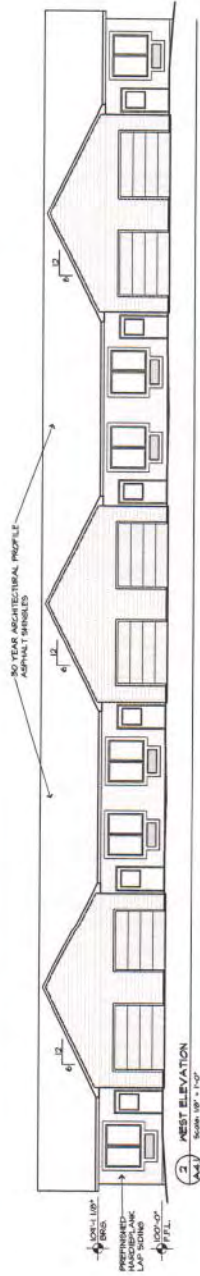
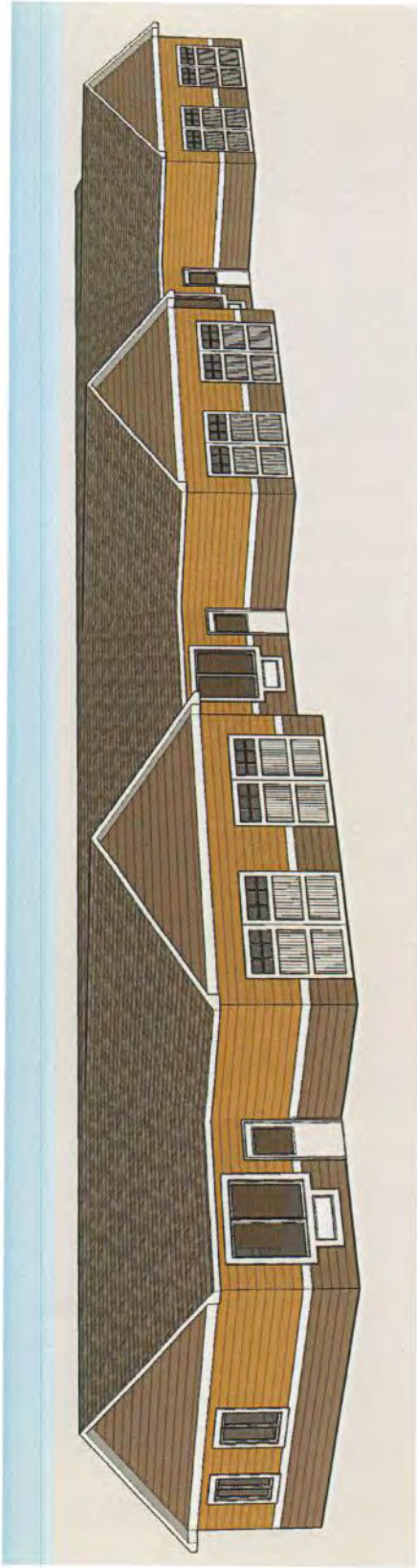
Wimborne closed the public hearing.

Morrison moved to recommend to the Mayor and City Council approval of the rezone from M-1 to HC-1 of the Grandview Storage Unit property, Foster seconded the motion and it passed unanimously.

Business:

1. PLAT 16-003: FINAL PLAT. Grandview Storage Units. Beutler presented the staff report, a part of the record. Morrison asked what it means to "address the City's review comments prior to proceeding to Council." Beutler stated that the review comments that are outstanding are technical comments from the City Surveyor. Swaney asked if one of the comments is showing the access off of Foote Drive on the final plat. Beutler stated that the plat does not show specific access, it only shows frontage. Beutler stated that the applicant is aware that they will only have access to Foote Drive. Josephson asked if this includes drainage provisions. Beutler stated that will be part of the site plan development when they come in for the commercial site plan, they will show that they can maintain the drainage on the property. Morrison asked if it is unusual to not have a street access shown on a final plat. Beutler stated it is not unusual. Beutler stated that the City used to Plat little intersection/right of way "knobs" but technically it is dedicated City right of way so the City is required to provide maintenance and it can be difficult as properties develop if the access is in the wrong spot, then they'd have to come back to Council and ask for vacations. Beutler stated that typically they just plat the properties adjacent and note where the access should come from.

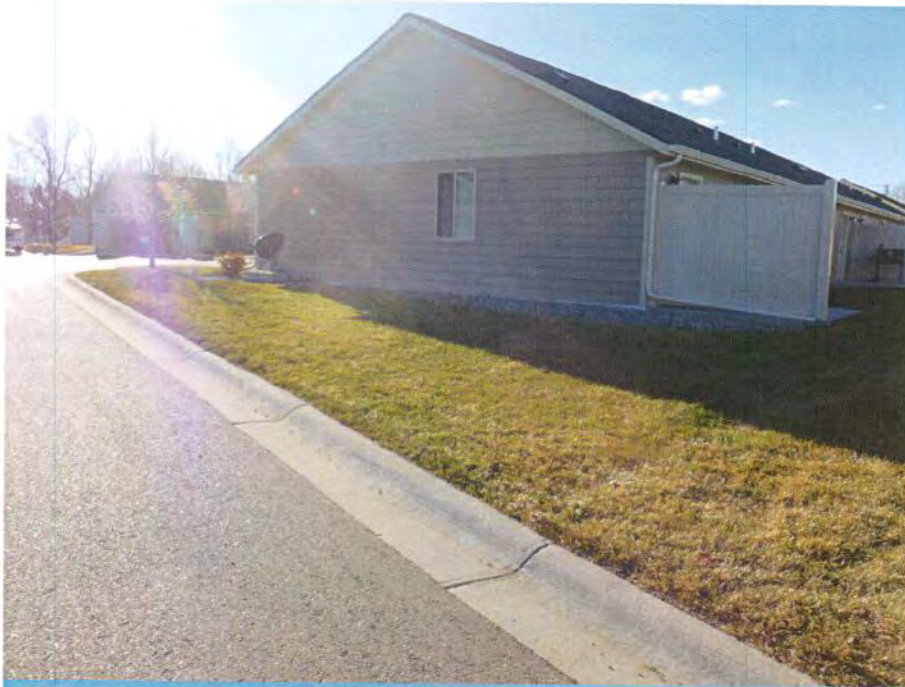




Bench Property









Foxtail Property









Hoop Dreams









LAND SURVEYING | 3D SCANNING | DESIGN SURVEYING
CIVIL AND STRUCTURAL ENGINEERING | MATERIALS TESTING

800 W. Judicial Street • Blackfoot, Idaho 83221 • Office Phone: 208.785.2977 • Fax: 208.785.2990
985 N. Capital Avenue • Idaho Falls, Idaho 83405 • Office Phone: 208.524.0212 • Fax: 208.524.0229
460 Lincoln Street • American Falls, Idaho 83221 • Office Phone: 208.226.5764 • Fax: 208.226.5767

December 29, 2015

Attn: Kerry Beutler

Re: St. Claire Townhomes PUD Variations

Concerning the St. Claire Townhome PUD project that was recently turned in, the developer is going to be providing a half-court basketball court, perimeter walking path for all tenants, barbecue pits (in specific areas) with picnic tables and aesthetically pleasing entrance sign to the project. As part of providing these amenities for the tenants, the owner is asking for reduced setbacks in various places on the project. The R3A zoning requires a 25' rear setback, and the owner is asking for a reduced setback of 15'. The owner is asking for a reduced streetscape buffer of 20' to 15'. We feel that the 20' landscape strip to the public street meets the 20' requirement with the use of the canal that runs the length of the west boundary of the property. Including this canal the streetscape would be approximately 35 ft to 40 ft in width from the property line to the proposed curb and gutter for St. Claire thus providing additional landscape to the back of any buildings along this street.

The property being developed is 294,609.32 sq. ft. (6.76 acres), of that total the landscape area on this project is 95,742 sq. ft. (2.20 acres). This is 32% of the property not including the additional landscaping that the area surrounding the canal will offer as a buffer and site enhancer.

Sincerely,

HARPER-LEAVITT ENGINEERING, INC.

A handwritten signature in black ink that reads 'Blake D. Jolley'. The signature is written in a cursive, flowing style.

Blake D. Jolley, P.E.
Email: bjolley@hleinc.com

City Council
Lorin C. Anderson PUD
March 10, 2016

RECEIVED
MAR 04 2016
CITY OF IDAHO FALLS

Again, we live in one of the historic homes at 2015 St. Clair. We have been thru numerous rezoning decisions for the property around us. We were in favor of the initial plans that required zone changes to support a retirement community. For the record, we still have concerns about the high density of 87 town homes and 87 renters around our single-family dwelling and we would prefer the retirement community or single-family homes. However, Blake Jolly, representing the development, has worked very hard to make this acceptable and accommodate our needs and concerns. Therefore, we are not opposed to the development if the following concerns are addressed.

It is nice that they are building single story units and we are very appreciative of this. We would like the council to be aware of the areas we have agreement and we appreciate support from the council if this project proceeds. Unique circumstances require unique considerations.

- 1) The developer is requesting footage on the north of our property in exchange for footage on the south. We have agreed that they will not encroach any more than 6" on the current asphalt. Mr. Jolly has staked out and painted the proposed boundary and we accept the changes. They have agreed to give us an access easement to our shed and they will install two 20' rolling gates so there will be a 40' opening to utilize

the shed and park trailers. This is of high importance to us and very much appreciated.

- 2) The developer has agreed to place a high quality vinyl privacy fence on the North, South and East of our property with sturdy posts installed in concrete for structural support, to maintain our safety and privacy. We realize the ordinance does not require fencing however; this is a unique situation and the city and the developer have been sympathetic to our need and the intrusion of this development on our property. The apartments at the end of St. Clair are separated from the single-family dwellings by a concrete fence, which is what we asked for but we are willing to compromise. We have agreed they will pay for materials and construction of the vinyl fence and if we prefer an upgrade after talking to the fencing installer, we will pay for the difference in materials only. We also request that this fence be installed *prior to the construction*, as this will be a very disruptive period for a year or more. They will maintain the fence if it is damaged by their residents or weather.
- 3) We have developed trees on the South and East of our property. Some of those trees extend into the planned development. We have agreed that we can do a land exchange for the needed land on the North to the south. The fence will be placed on the outside of the tree line since these are nice barriers for both the renters and us and it would be costly to remove the developed trees. The developer has agreed to place the

fence where our fence currently is and re-plat the property lines to reflect the changes.

- 4) Mr. Jolly has been dealing with the irrigation district concerning the canal. We utilize the Moody canal for irrigation and have water rights. They will need to restore our ability to pump water after moving the canal.
- 5) Our front fence is slightly West of the property line. It was installed long before we purchased the property. When and if the city decides to put in a sidewalk, we realize that our fence may need to be moved. In the meantime, it does not make sense to install a sidewalk in front of our house dead-ending at the end of this development. The residents within the development will have their own paths / roads to walk on. We do not want to incur the expense of moving our fence if the sidewalk is not going to serve a purpose for the community.
- 6) We are concerned about the increase in traffic however, widening St. Clair only along the frontage for the proposed development and including a turn lane that doesn't turn into any streets does not make sense to us. There are only 3 roads before 25th to turn onto. It takes up space and money needed for bike / pedestrian space and forces more construction on the canal. If St. Clair could remain a residential street, it would most certainly not need a turn lane making room for a bike / pedestrian path and it would be a

safer route maintained at 25 mph. We do not want to encourage any more thru traffic.

If the above stipulations are met as agreed upon, we are reluctantly supportive of the development. Unless the council can insist on a less dense utilization of this property or a different use altogether, (i.e. the single family homes or retirement community that was originally purposed). It is our concern that the next developer may not be as amiable and considerate of our needs and the next council may not be as concerned with the impact on St. Clair. In other words, this may be as good as it gets.

Thank you so much for your consideration.

Bruce and Rolonda Bjornson
2015 St. Clair

Brad Cramer

From: Blake Jolley <bjolley@hleinc.com>
Sent: Friday, March 04, 2016 9:31 AM
To: Brad Cramer
Subject: FW: St. Clair Project Status
Attachments: Preliminary Sunset PLAT 3 Mar 2016.pdf; Preliminary St Clair Townhomes Revised 3-3-16.pdf; Preliminary St Clair Townhomes Revised No Aerial 3-3-16.pdf

Brad,

I will bring you a hard copy of this email train between myself and an adjacent property owner to the proposed St. Clair Townhomes project behind big lots. I have also attached the latest layout from my discussion with the home owners in the middle of the proposed project(one with and aerial and on without) , along with the proposed plat with the adjusted property lines. Also I got a letter from the home owner but I am trying to find out if they wanted me to get that to you or if they were going to send it.

Thanks.

Blake D. Jolley, P.E.(Utah)
HLE INC

985 N. Capital Ave.
Idaho Falls, ID 83405
Office: 208.524.0212
Cell: 208.681.8590
bjolley@hleinc.com
www.hleinc.com



This e-mail and any attachments are intended only for the sole use of the intended recipient and may contain information that is privileged and confidential. If you have received this e-mail in error, please notify the sender immediately and destroy all copies of the original message. Any attached electronic files are owned by and the property of Harper-Leavitt Engineering, HLE. The alteration, reuse, or duplication of this data may be protected by state statute relating to the creation of such electronic data. These electronic files are provided for "reference only" and are provided "as is" without warranty of any kind, either expressed or implied. Reproduction, publication or re-use by any method in whole or in part, is prohibited. None of such documents shall be used by or disclosed to any person, firm, agency, corporation or any other type of entity without the written permission of Harper-Leavitt Engineering, Inc..

From: Blake Jolley [mailto:bjolley@hleinc.com]
Sent: Tuesday, March 1, 2016 5:17 PM
To: 'Ken Krivanek'
Subject: RE: St. Clair Project Status

Ken,

Thanks for your response to my email. Unfortunately my client or myself are not requesting to the city to widen St. Claire, instead that requirement is being placed on my client to be shown as part of the overall plan to the development if they want to propose this project, to which we have a tight time frame due to the buy sale agreements that have been made on the property. That being said at this point my client and I feel that we have revised the plans, the same plans that were shown to you here at my office, to the best of our ability and within ordinance along with the design constraints/requirements that we possible could.

In your latest email you asked for additional parking to be shown on the project. Just to clarify. at this point the design that I had shown you in our office, shows 6 additional parking spaces that would be specifically for visitor parking. Also each concrete driveway pad is 28 ft wide by 20 ft in depth. The city of Idaho falls parking stall requirement for the dimension of a parking space is 9 ft by 20 ft. By this established rule for the definition of a parking space each concrete pad would allow for three(3) parking spaces at each location. This would allow for one(1) visitor parking space per pad location and the required two(2) stalls per dwelling unit(including the garage space), therefor allowing for much more than the required two(2) stall per dwelling requirement. My client feels like he has tried to adhere the concern of additional parking be shown as part of the proposed project.

Also as it was discussed with you here at my office, the units that are closest to your property we have increased the setback to the minimum allowed setback by ordinance of 25 feet. With that, the plan shows increased landscaping in that area for trees located at 20 ft on center instead of the 40 ft on center. The increased landscape in that area my client feels is not necessary but understands the sensitivity of that area and felt that would be something he could do.

That being said, my client at this point is going to move forward with that concept plan that was shown to you here at my office and ask for the City Councils approval at the March 10, 2016 meeting, where there has not been any change in the city public works request to widen St. Clair at his point. We appreciate your willingness to work with us on this sensitive issue and share your ideas as to ways in which the project could be accomplished.

Thanks.

Blake D. Jolley, P.E.(Utah)
HLE INC

985 N. Capital Ave.
Idaho Falls, ID 83405
Office: 208.524.0212
Cell: 208.681.8590
bjolley@hleinc.com
www.hleinc.com



This e-mail and any attachments are intended only for the sole use of the intended recipient and may contain information that is privileged and confidential. If you have received this e-mail in error, please notify the sender immediately and destroy all copies of the original message. Any attached electronic files are owned by and the property of Harper-Leavitt Engineering, HLE. The alteration, reuse, or duplication of this data may be protected by state statute relating to the creation of such electronic data. These electronic files are provided for "reference only" and are provided "as is" without warranty of any kind, either expressed or implied. Reproduction, publication or re-use by any method in whole or in part, is prohibited. None of such documents shall be used by or disclosed to any person, firm, agency, corporation or any other type of entity without the written permission of Harper-Leavitt Engineering, Inc..

From: Ken Krivanek [<mailto:krivanek@cableone.net>]
Sent: Monday, February 29, 2016 7:01 PM

To: 'Blake Jolley'
Subject: RE: St. Clair Project Status

Your letter is true as written. But, I need to be very firm on the need for much more parking than your present plan shows and I must insist that the picnic area be moved to the SW corner to increase our buffer in that area. These changes must occur if I am to agree with the design. Otherwise I will have no way to get these enhancements since the changes to St. Clair will not be part of the discussion and I cannot let these changes slide and count on your clients good will to incorporate them after the fact if and when St. Clair costs are determined. So I cannot write the letter you requested without something from your client to show he will add the required parking and move the picnic area.

From: Blake Jolley [<mailto:bjolley@hleinc.com>]
Sent: Monday, February 29, 2016 9:43 AM
To: 'Ken Krivanek'
Subject: St. Clair Project Status

Ken,

I am trying to work with the City on gathering documentation for the upcoming City Council Meeting on the 10th of March. Concerning that meeting I know that you have been meeting with the City, BMPO(Darrel West), and neighbors concerning the request by the city to widen St. Clair. From our last conversation here at my office, with the last layout that I had showed to you, which is still the layout, which showed the setback for the units in the area nearest your property at 25' north of the property line, you mentioned that you felt like you could be in favor of the project with that change being made. Noting that you would still like to see the road not be widened and if that happened you would like to see if it could be worked out to rearrange the layout in the development. Could you write a letter to the Idaho Falls City Council stating your position on the project and that if you do feel like we have tried to address the concerns from the planning commission meeting that you attended and spoke at, that we can address it would be much appreciated. The planning staff at the city has asked that I try and get these letter to them no later than Wednesday of this week, March 2nd. If you have any questions or concerns please let me know.

Thanks.

Blake D. Jolley, P.E.(Utah)
HLE INC

985 N. Capital Ave.
Idaho Falls, ID 83405
Office: 208.524.0212
Cell: 208.681.8590
bjolley@hleinc.com
www.hleinc.com



any kind, either expressed or implied. Reproduction, publication or re-use by any method in whole or in part, is prohibited. None of such documents shall be used by or disclosed to any person, firm, agency, corporation or any other type of entity without the written permission of Harper-Leavitt Engineering, Inc..

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

PLANNED UNIT DEVELOPMENT FOR ST. CLAIR TOWNHOMES LOCATED GENERALLY SOUTH OF E 17TH STREET, WEST OF S WOODRUFF AVENUE, NORTH OF E 25TH STREET, AND EAST OF ST. CLAIR ROAD

WHEREAS, the applicant filed an application for a final plat on December 23, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on February 2, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on March 10, 2016 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 City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 6.763 acre parcel located generally south of E 17th Street, west of S Woodruff Avenue, north of E 25th Street, and east of St. Clair Road.
3. The property is currently zoned R-3A and the proposed PUD includes 86 single-story townhome units.
4. The development is proposed to be completed in one phase including the landscaping and amenities.
5. The Planning and Zoning Commission recommended denial of the development due to concerns about the widening of St. Clair, buildings on the south not providing a sufficient buffer, unresolved questions regarding buffering on the north end of the property, unresolved questions regarding buffering from the existing home in the central area of the development, and the lack of guest parking.
6. The applicant has submitted a revised plan showing specific fencing material for buffering, an increased setback from the southern property line, and guest parking areas.
7. The requirement to widen St. Clair road is from the City's Public Works Department, not a proposal by the applicant.
8. A traffic study conducted to evaluate the impacts of this development on St. Clair showed that traffic generated will not reduce the level of service of St. Clair.
9. The PUD complies with the requirements of the Zoning 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 PUD for St. Clair Townhome development.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor