

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. Item from the Mayor's Office:

1) Appointments/Reappointments to City Boards, Committees and Commissions.

Name	Commission	Sponsoring Department	Term Expires	Status
John St. Clair	Golf Advisory Board	Parks & Recreation	12/31/2018	New Appt.
Jim Freeman	Golf Advisory Board	Parks & Recreation	12/31/2018	New Appt.
Michael Austin	Golf Advisory Board	Parks & Recreation	12/31/2017	New Appt.
Bradley Bugger	Golf Advisory Board	Parks & Recreation	12/31/2017	New Appt.

B. Items from the City Clerk:

1) Approval of Minutes from the February 22, 2016, Work Session, February 25, 2016, Idaho Falls Power Board Meeting, February 25, 2016, Council Meeting, and March 7, 2016, Work Session.

2) Approval of License Applications, all carrying the required approvals.

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

5. **Regular Agenda.**

A. Community Development Services

1) Ordinances for Vacation of Easements and Portions of Simplot Circle Associated with Taylor Crossing on the River, Division 12: For your consideration are two (2) memos and ordinances from the Public Works Department recommending vacation of easements and portions of Simplot Circle in association with Taylor Crossing on the River, Division 12. The City Council approved preparation of the necessary documents at its February 11, 2016, meeting. The vacations must occur prior to the approval of the plat for Taylor Crossing on the River, Division 12. Staff recommends approval of the ordinances for vacation.

RECOMMENDED ACTION: To approve the Vacation of Easement Ordinances for a portion of Simplot Circle associated with Taylor Crossing on the River Division 12, under the suspension of the rules requiring three complete and separate readings and that they be read by title and published by summary (or consider the Ordinances on the first reading and that they be read by title, or reject the Ordinances).

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing, Division No. 12: For your consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing, Division No. 12. The Planning and Zoning Commission considered this application at its December 1, 2015, meeting and recommended approval by a unanimous vote with conditions that additional public access to the greenbelt be provided. This is accommodated in the development agreement. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (In sequential order)

- a. To approve the Development Agreement for Taylor Crossing, Division No. 12, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Taylor Crossing, Division No. 12, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Taylor Crossing, Division No. 12, and give authorization for the Mayor to execute the necessary documents.

3) Ordinance to change the name of Simplot Circle to Riverwalk Drive: For your consideration is an ordinance changing the name of Simplot Circle to Riverwalk Drive. This is part of the project to extend Riverwalk Drive south. When the road is extended, Simplot Circle will change to Riverwalk Drive on a corner. The proposed name change is to eliminate this issue and have a consistent road name for the entire length of the street. Property owners in the area have been notified of this ordinance and staff has not received any comments in opposition.

RECOMMENDED ACTION: To approve the Ordinance to change the name of Simplot Circle to Riverwalk Drive, 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).

4) Ordinance for Vacation of portions of NW Bonneville Drive associated with Linden Park, Division No. 8: For your consideration is a memo and ordinance from the Public Works Department recommending vacation of portions of NW Bonneville Drive in association with Linden Park, Division No. 8. The City Council approved preparation of the necessary documents at its February 11, 2016, meeting. The vacations must occur prior to the approval of the plat for Linden Park, Division No. 8. Staff recommends approval of the ordinance for vacation.

RECOMMENDED ACTION: To approve the Ordinance for Vacation of portions of NW Bonneville Drive associated with Linden Park Division No. 8, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

5) Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Linden Park Division No. 8: For your consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Linden Park Division No. 8. The Planning and Zoning Commission considered this application at its September 2, 2014, meeting and recommended approval by unanimous vote. The Subdivision Ordinance requires that the developer shall request Council review of a plat within one year of the Planning and Zoning Commission's recommendation. The applicant requested consideration by the Council within this time frame and was scheduled for consideration of the plat in October, 2015. However, additional issues were still pending. Staff concurs with this request.

RECOMMENDED ACTIONS: (In sequential order)

- a. To approve the Development Agreement for Linden Park, Division No. 8, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Linden Park, Division No. 8, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Linden Park, Division No. 8, and give authorization for the Mayor to execute the necessary documents.

6) Request for Waiver of Residential Service Line Extension Fee, Linden Park Addition, Division No. 8: For your consideration is a request from Linden Park Gardens #1, LLC, to waive the residential service line extension fees for a project located south and adjacent to 1st Street, west of St. Clair, east of Lincoln Drive and north of Syringa. Section 8-5-31 of City Code provides for the waiver of these fees by the City Council "upon a finding of good cause to do so where such waiver or reduction supports redevelopment or the annexation of property contiguous with or surrounded by the City." The proposed project is redevelopment of an infill site on a parcel surrounded by annexed and developed property. Planning Division staff reviewed the request and recommends approval of the waiver.

RECOMMENDED ACTION: To approve the waiver of residential service line extension fee for Linden Park Addition, Division No. 8 (or take other action deemed appropriate).

7) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson, Division No. 1, 3rd Amended: For your consideration is the application for Final Plat and Reasoned

Statement of Relevant Criteria and Standards, Lorin C. Anderson, Division No. 1, 3rd Amended. The Planning and Zoning Commission considered this plat at its February 2, 2016, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation and recommends approval.

RECOMMENDED ACTIONS: (In sequential order)

- a. To accept the Final Plat for Lorin C. Anderson, Division No. 1, 3rd Amended, 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 Lorin C. Anderson, Division No. 1, 3rd Amended, and give authorization for the Mayor to execute the necessary documents.

8) Request for extension to record a plat, Yorkside, Division 2: For your consideration is a request to extend the deadline for recording a plat for Yorkside, Division 2. The City Council approved the plat December 10, 2015, and the Subdivision Ordinance requires that the plat be recorded within 90 days of approval. The applicant and City staff are still in process of negotiating the appropriate language for transfer of water rights from the property to the City of Idaho Falls which has delayed recording of the plat. The applicant is requesting an additional 60 days to record to the plat. Staff recommends approval of the request with a deadline of May 27, 2016, to record the plat.

RECOMMENDED ACTION: To approve the request for an additional 60 days to record the plat for Yorkside, Division 2 (or take other action deemed appropriate).

B. Municipal Services

1) City Hall Server HVAC (Heating, Ventilation, and Air Conditioning) Replacement: For your consideration is the subject bid to replace the City Hall Server HVAC system. The current HVAC system has reached its useful life and is need of replacement to ensure required environmental controls are in working order to maintain the City servers.

RECOMMENDED ACTION: To accept the lowest responsive, responsible bid of Alan Clark Construction LLC, in the amount of \$52,600.00, and give authorization for the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

2) Bid IF-16-17 Refuse Containers: It is the recommendation of the Public Works and Municipal Services Departments to accept the lowest responsive, responsible bid from Otto Environmental Systems to provide 95-Gallon Refuse Containers for a lump sum amount of \$272,400.00. This is the second year of a three-year budgeted project for the Sanitation Division.

RECOMMENDED ACTION: To accept the lowest responsive, responsible bid from Otto Environmental Systems to provide 95-Gallon Refuse Containers for a lump sum amount of \$272,400.00, and give authorization for the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

3) Bid IF-16-18 Sole Plate and Seal Wear Rings for the Bulb Turbine Shaft Seal Project: It is the recommendation of Idaho Falls Power and Municipal Services Departments to accept the lowest

responsive, responsible bid from American Fabrication to manufacture and furnish the Sole Plate and Seal Wear Rings for a lump sum amount of \$68,280.00.

RECOMMENDED ACTION: To accept the lowest responsive, responsible bid from American Fabrication to manufacture and furnish the Sole Plate and Seal Wear Rings for a lump sum amount of \$68,280.00, and give authorization for the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

4) Bid IF-16-E Vehicles: It is the recommendation of the Municipal Services Department to piggyback the State of Idaho Contracts with Goode Motor and Edmark Chevrolet to furnish the following vehicles that have reached their useful life and recommended for replacement. The vehicles have been budgeted in the Municipal Equipment Replacement Fund (MERF). The lump sum total for this purchase is \$183,238.66.

Item	Quantity	Make/Model	Bidder	Unit Price	Extended Price
1)	1	2016 Chevrolet Suburban (Fire)	Edmark Chevrolet	\$42,118.43	\$42,118.43
2)	1	2016 Ford Expedition, SUV (Fire)	Goode Motor	\$34,186.05	\$34,186.05
3)	1	2016 Ford F250, Pickup (Streets)	Goode Motor	\$26,331.08	\$26,331.08
4)	1	2016 Ford F150, Pickup (Power)	Goode Motor	\$24,660.45	\$24,660.45
5)	1	2016 Ford F350 Pickup (Parks)	Goode Motor	\$29,843.44	\$29,843.44
6)	1	2016 Ford F350 Pickup (Parks)	Goode Motor	\$26,099.21	\$26,099.21
			TOTAL		\$183,238.66

RECOMMENDED ACTION: To piggyback the State of Idaho Contracts with Goode Motor and Edmark Chevrolet to furnish miscellaneous vehicles for a lump sum total of \$183,238.66, and give authorization for the Mayor and City Clerk to sign any necessary documents (or take other action deemed appropriate).

C. Idaho Falls Airport

1) Work Order 16-01 – T-O Engineers Runway 17/35 Planning Study Project, FAA AIP Project No. 3-16-0018-044-2019: For your consideration is Work Order 16-01 under the approved Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc., in the amount of \$106,620.00, for the Runway 17/35 Planning Study Project. The project has been approved to be funded through the FAA (Federal Aviation Administration) AIP (Airport Improvement Program) at 93.75% with the remaining costs covered using budgeted Airport funds.

RECOMMENDED ACTION: To approve Work Order 16-01 in the amount of \$106,620.00 for the Runway 17/35 Planning Study Project, and give authorization for the Mayor and City Clerk to sign and execute said documents (or take other action deemed appropriate).

D. Public Works

1) City Ordinance Revision – Wastewater Division: For your consideration are proposed revisions to City Code prepared by the City Attorney that would rename the Sewer Division to the Wastewater Division. The proposed title change better reflects the work conducted by this division of the Public Works Department.

RECOMMENDED ACTION: To approve the Ordinance to rename the Sewer Division to the Wastewater Division, under the suspension of the rules requiring three complete and separate

readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

E. Idaho Falls Power

1) Tabulation and Bid Award for the Upper Plant Sedimentation Removal Project: For your consideration is the bid tabulation for the Upper Plant Sedimentation Removal Project. The low bidder, Rhodehouse Construction Inc., has bid \$520,372.00 for the project based upon removing 45,000 cubic yards of sediment in the channel leading to the power plant. This project is in the Capital Improvement Plan and in the FY16 budget and will be rolled over into the FY17 budget due to fund expenditure occurring after the start of the next fiscal year.

RECOMMENDED ACTION: To award the bid for the Upper Plant Sedimentation Removal Project to the lowest responsive, responsible base bidder, Rhodehouse Construction Inc., in the amount of \$520,372.00 and waive any informalities in the bid (or take other action deemed appropriate).

F. Legal Department

1) Public Hearing – Resolution to Adopt Fees: The Resolution desires to amend and update fees and charges contained in an attachment to this Resolution. The proposed fee increase was advertised March 13 and March 20 as required by Idaho Code. The public hearing is scheduled for Thursday, March 24, 2016, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls.


RECOMMENDED ACTION: To adopt the resolution to add and update the noticed fees into the City's fee schedule, and authorize the Mayor and City Clerk to sign the resolution (or take other action deemed appropriate).

6. Motion to Adjourn.

CONSENT AGENDA:

IDAHO FALLS

Memorandum

To: City Council
From: Rebecca Casper, Mayor 
Date: March 22, 2016
Re: Appointments/Reappointments to City Boards, Committees and Commissions

Attached please find communication from the appropriate Department Director(s) for the citizen volunteers I would like to appoint to serve on the following City of Idaho Falls Boards, Committees and Commissions.

Name	Commission (City code citation)	Sponsoring Department	Term Expires	Status
John St. Clair	Golf Advisory Board	Parks & Recreation	12/31/2018	New Appt.
Jim Freeman	Golf Advisory Board	Parks & Recreation	12/31/2018	New Appt.
Michael Austin	Golf Advisory Board	Parks & Recreation	12/31/2017	New Appt.
Bradley Bugger	Golf Advisory Board	Parks & Recreation	12/31/2017	New Appt.

Each applicant has been screened and subsequently recommended by the respective Department Director. I then reviewed the application submitted by these individuals. Upon review and reflection, I am confident that these individuals meet the criteria set forth in the city code. Furthermore, I believe they will make a positive contribution to the good work of the city.

I request your confirming vote to ratify these appointments at the regular Council Meeting on Thursday evening, March 24, 2016. Their work improves the quality of community life in our city by a large measure.

If you have any questions or comments, please feel free to contact me.



a program for everyone



520 Memorial Drive • P.O. Box 50220 • Idaho Falls, ID 83405 • 208-612-8480

MEMORANDUM

To: Honorable Mayor Rebecca Casper

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

Date: March 1, 2016

Subject: **PARKS AND RECREATION DEPARTMENT BOARDS AND COMMISSIONS
APPOINTMENTS**

Mayor:

The Parks and Recreation Department respectfully submits the following names for consideration for appointment to the following:

Initial Appointments

Golf Advisory Board	John St Clair	Three (3) Year Term Expires Dec 2018
Golf Advisory Board	Jim Freeman	Three (3) Year Term Expires Dec 2018
Golf Advisory Board	Michael Austin	Two (2) Year Term Expires Dec 2017
Golf Advisory Board	Bradley Bugger	Two (2) Year Term Expires Dec 2017

****Two year terms only necessary for one term to stagger all "At Large" appointments****

Respectfully,

Greg A Weitzel
Division of Parks and Recreation

laj

cc: Mayor
City Clerk
File

Tim Reinke

From: John St. Clair <loierjohn@cableone.net>
Sent: Tuesday, December 01, 2015 5:06 PM
To: Rebecca Casper; Greg Weitzel
Cc: Tim Reinke
Subject: Golf Advisory Board

Ms. Mayor and Greg,

I am travelling and don't have access to a printer. Via this message I apply for appointment to the city golf advisory board. (Greg and Tim, if I don't have Mayor Casper's e-mail address correctly stated, please forward this to her.)

All of my contact information as required by the application form is in my signature block below.

I am not an Idaho Falls Resident and neither am I nor is any immediate family member employed by the city of Idaho Falls.

I am motivated for appointment to this position as a lifetime golfer who has played the Idaho Falls municipal golf courses quite regularly beginning in about 1953 or 1954. I believe the courses to be an jewel in the community's crown and would hope to see the condition and stature of the courses to maintain and improve. I have been a season pass holder for the last several years.

I have served in many not profit rolls since I returned to Idaho Falls from my military service in 1974. As you both know, Rotary service has been very important to me, but, perhaps most relevant to the City, I served ten years on the Idaho Falls library board (1990-2000 if memory serves). Mayor Milam appointed me to serve on that board and Ida Hardcastle was on the board originally and subsequently the council liaison to the library board. I have served in many other non profit rolls-- Idaho Community Foundation; University of Idaho Alumni Association and church leadership roles to name a few.

My educational background (B. S. Business with emphasis in Accounting and J. D.) and my having practiced law for over 45 years give me an ability to deal with financial, legal and personality issues in what I hope is perceived to be a positive way. It would not be my request or intention to seek to provide any legal advice to the committee or the city, but I have had occasion to work with Randy Fife and would be one who could identify issues that would be those relating to which his opinion should be sought.

I am personally acquainted with all three PGA head professionals and many of their assistants and believe that any of them would render a positive recommendation when asked about my interest in serving in this capacity.

Brenda and I will return to Idaho Falls on about December 21 and I can formally submit an application form if your files require that, but until then I hope this e-mail message will act as a viable substitute to that form.

Thank you for considering me for appointment to the Golf advisory board.

John

John G St Clair
3836 Heartland Circle
Idaho Falls (Ammon), ID 83406
(Home) 208-522-3232
(Off) 208-557-5202
(Cell) 208-569-2601 * VM 3/1/14 VM
(Off fax) 208-529-9732
(Home fax) 208-522-3232
(Off e-mail) john@beardstclair.com

15th @ 3:00 *

City of Idaho Falls Boards, Committees and Commissions Citizen Application

Thank you for your willingness to serve our community. Complete this form and attach a résumé prior to submitting. If you wish, you may also submit a cover letter explaining your interest in city service.

Your application will be kept on file. When there is an opening on a relevant board, committee or commission, your application will be reviewed. Return the completed form to the Mayor's Office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or electronically at mayor@idahofallsidaho.gov.

Name:	JAMES S. (JIM) FREEMAN		
Mailing Address:	3043 SONORA DR.		
City, State, Zip:	IDAHO FALLS, ID 83404		
Email Address:	fivejazbo@gmail.com		
Daytime Phone:	208-360-1471	<input checked="" type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
Evening Phone:	u	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Cell Phone:	u	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
I am an Idaho Falls Resident <input checked="" type="checkbox"/> I am a current or former employee of the city <input checked="" type="checkbox"/>			
I have a family member or person in my household who works for the city _____			

What is your motivation for service on this/these committee(s)? TO SERVE IN A POSITIVE WAY THE CITY I LOVE. AFTER MY TIME ON THE CRC I HAVE A NEW APPRECIATION OF THE IMPORTANCE OF GOLF IN OUR COMMUNITY AND WANT TO HELP LEADING THE GOLF OPERATIONS FORWARD.

How does your background training and experience lend itself to service on this/these committee(s)? I AM A LIFELONG GOLFER AND THINK THAT GOLF IS AN IMPORTANT ASPECT OF OUR QUALITY OF LIFE. I'D LIKE TO PROMOTE GOLF TO A WIDER GROUP OF PARTICIPANTS.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

- FORMER MEN'S GOLF ASSN. BOARD MEMBER.
- 2015 CRC PARKS AND REC.
- RETIRED CITY EMPLOYEE.

FOR OFFICE USE ONLY:	
Date received by Mayor's Office:	Date appointed:
City Department(s) application forwarded to:	Board, Committee or Commission appointed to:

Im 3/1/14 km

	<u>Length of Term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
<input type="checkbox"/> Citizen Review Committee ¹	One(1)	As Needed
<input type="checkbox"/> Mayor's Youth Advisory Committee	Three(3)	Bi-Monthly
Fire Department		
<input type="checkbox"/> Fire Code Appeals Board	Five(5)	Yearly/As Needed
Human Resources		
<input type="checkbox"/> Civil Service Commission	Six(6)	Semi-Annual/As Needed
Library		
<input type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input type="checkbox"/> City Safety Committee	Not Established	As Needed
<input type="checkbox"/> Civic Auditorium Committee	Two(2)	As Needed
Parks and Recreation		
<input checked="" type="checkbox"/> Golf Advisory Board	Three(3)	Every Other Month
<input type="checkbox"/> Ice Arena Advisory Committee	Three(3)	Monthly
<input type="checkbox"/> Parks and Recreation Commission	Three(3)	Monthly
<input type="checkbox"/> Shade Tree Committee	Three(3)	Monthly
<input type="checkbox"/> Swimming Pool Advisory Committee	Not Established	Monthly
<input type="checkbox"/> Tautphaus Park Zoological Society	Three(3)	Quarterly
Community Development Services		
<input type="checkbox"/> Beautification Commission ²	Three(3)	3 rd Wednesday
<input type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input type="checkbox"/> Building Code Board of Appeals	Three(3)	As Needed
<input type="checkbox"/> Electrical Board of Review	Two(2) & Three(3)	As Needed
<input type="checkbox"/> Historic Preservation Commission ³	Three(3)	1 st Thursday
<input type="checkbox"/> Idaho Falls ADA Accessibility Commission ⁴	Three(3)	As Needed
<input type="checkbox"/> Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
<input type="checkbox"/> Idaho Falls Redevelopment Agency	Five(5)	3 rd Thursday
<input type="checkbox"/> Mechanical Appeals Board	Three(3)	As Needed
<input type="checkbox"/> Planning Commission ⁵	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
<input type="checkbox"/> Traffic Safety Committee	Two(2)	As Needed
Regional Committees		
<input type="checkbox"/> Bonneville Metropolitan Planning Organization (BMPO)		
<input type="checkbox"/> Targhee Regional Public Transportation Association (TRPTA)		

¹ City of Idaho Falls residents preferred.

² Five (5) members shall have professional training or experience in the disciplines of horticulture, landscape architecture, architecture, community development, urban forestry, parks planning and administration, economic development or related fields.

³ Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines.

⁴ All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities.

⁵ One (1) member shall be a Bonneville County resident residing within the area of city impact.

Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee.

Any information supplied is subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350

MICHAEL G. AUSTIN

691 Pamela Place, Idaho Falls, ID 83402/ 208-968-3611/ maustintps@yahoo.com

December 4, 2015

City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

To Whom It Concerns:


My wife and I moved to Idaho Falls in 2014 after I took early retirement. Collectively, we have visited nearly 100 different countries. We find our Idaho Falls community to be unique. We were overwhelmed with kindness upon arriving in the area last March and have been in love with the people and the city ever since.

I have been blessed with an abundance of talents which have benefitted the companies for which I have worked significantly. I have always tried to remain active in community service. I look for new opportunities to give back – to serve.

I have an interest in golf. Joining the Golf Advisory Board seems to be a good fit. However, you may find that there are other areas that could benefit from my array of skills. Additionally, I have some skills that you may find useful in supporting multiple areas – such as my process facilitation skills.

Thank you for your kind consideration,

Most respectfully,



Michael G. Austin

1m 3/1/16 Km



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

Thank you for your willingness to serve our community. Complete this form and attach a résumé prior to submitting. If you wish, you may also submit a cover letter explaining your interest in city service.

Your application will be kept on file. When there is an opening on a relevant board, committee or commission, your application will be reviewed. Return the completed form to the Mayor's Office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or electronically at mayor@idahofallsidaho.gov.

Name:	MICHAEL G AUSTIN		
Mailing Address:	691 PAMIEHA PL		
City, State, Zip:	IDAHO FALLS, ID 83402		
Email Address:	MAUSTINTPS@YAHOO.COM		
Daytime Phone:	208-968-3611	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Evening Phone:	208-968-3611	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Cell Phone:	208-243-5317	<input type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
I am an Idaho Falls Resident <u>YES</u> I am a current or former employee of the city _____			
I have a family member or person in my household who works for the city _____			

What is your motivation for service on this/these committee(s)?

(SEE ATTACHED)

How does your background training and experience lend itself to service on this/these committee(s)?

(SEE ATTACHED)

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

(SEE ATTACHED)

FOR OFFICE USE ONLY:	
Date received by Mayor's Office:	Date appointed:
City Departments(s) application forwarded to:	Board, Committee or Commission appointed to:

MICHAEL G. AUSTIN

691 Pamiela Place, Idaho Falls, ID 83402/ 208-968-3611/ maustintps@yahoo.com

City of Idaho Falls | Boards, Committees and Commissions | Citizen Application

Motivation for Service

I recently retired and moved to Idaho Falls with my wife in 2014. I am a member of the Senior's Golf League and my wife plans to join the Women's League in 2016. I have been blessed with an abundance of talents and search for opportunities to give back to the communities of which I live. I would like to preserve and build upon the quality of our golf facilities and golf community.

Background Training and Experience

In addition to career highlights listed on my resume, I have "civic service" as a volunteer for organizations, such as, Head Start, Casa, United Way, and Rotary. Earlier in my career I taught Economics at the United States Naval Academy and served as an adjunct faculty member at the Anne Arundel Community College. I provided pro bono leadership workshops for young professionals in Kuala Lumpur, Malaysia.

Relevant Areas of Expertise

- Certifications in Instructional Systems Design / Criterion-Reference Instruction
- SPHR certification
- Extensive experience as a process facilitator
- Strong project management skills especially regarding change management
- In-depth skills regarding organizational, statistical and business analysis
- PC savvy regarding Microsoft Office suite

MICHAEL G. AUSTIN

691 Pamiela Place, Idaho Falls, ID 83402/ 208-968-3611/ maustintps@yahoo.com

SPHR Senior Executive / Consultant ORGANIZATIONAL DEVELOPMENT / TRAINING & DEVELOPMENT

Results-driven executive with a proven record of delivering quantifiable return on investment through OD and training initiatives. Pioneer in the field of computer-based and multimedia training. Consistent history of success across multiple roles and industries.

Career Highlights:

- Creator of revolutionary Results-based Development© model – a proprietary approach to development.
- Author of two thought-leading books on organizational development.
- Senior executive leader for major organizational change initiatives across multiple industries
- Recognized leader in accurately measuring the ROI of OD and training initiatives.

Proven record of adding a billion dollars to the bottom-line through effective change leadership

PROFESSIONAL EXPERIENCE

SAUDI ARAMCO HR Consultant

2008–2013

Advised and consulted with Refinery & NGL VP, General Manager and Department Managers in areas of talent management related to employee recruitment, staffing, training, development, career progression and retention. Provided consulting and advisory services where the highest level of professional expertise was necessary to provide solutions to the most complex HR development issues. Primary focus was the satisfactory adaptation of the Saudi Aramco training, development and learning policies, plans and programs to changing social and business environment to ensure that the company was kept abreast of worldwide trends in obtaining a competitive advantage through the optimal utilization of its human capital.

- Redesigned strategic process adopted as a corporate standard for identifying, assessing and developing high-potential employees to maintain a leadership pipeline for senior-level leadership positions.
- Redesigned strategic process adopted as a corporate standard for succession planning for superintendent-level positions to maintain bench strength for existing positions while maintaining an additional pipeline for expansions into new upstream businesses
- As a process facilitator, significantly increased effectiveness of strategic initiatives including reorganization, performance improvement, organization redesign, and strategic community planning projects.

VARIOUS CLIENTS

2000–2008

Organizational Development / Training & Development Consultant

Consulted for numerous corporate clients. Selected projects include:

- Helped overseas location of international oil and gas services company in the ongoing transition from an expatriate staff of 300 to a local workforce. Controlled annual budget of \$10 million.
 - Saved \$1 million annually by overhauling lax financial controls and renegotiating vendor contracts.
 - Motivated expatriates to train themselves out of a job – accelerating career progression of the local workforce by 20% (a \$13 million savings) through comprehensive mentoring strategy and program.
- Authored the book *Pent Up Profits – A Development Strategy that Actually Works* to provide a road map for achieving real, provable project ROI of more than 1000%.
- Developed software that was used to help retail chain create computer-based courseware for mission-critical financial system. New software cut course creation times by 80% and reduced learning curve of new store managers from several months to just a few weeks.

- Partnered with Fortune 100 telecommunications company to track their ongoing evolution, solidify an achievable vision for Blending Learning with Work (BLW), and detail a path through which the Learning Group could implement BLW.
 - Created two phase project implementation strategy placing priority on stakeholder support versus business impact (phase 1), and easy to implement – low risk projects, while begin planning for higher-impact major project (phase 2).
 - Client saved \$3 million in unnecessary curricula revisions and learning cultural change initiative.
- Collaborated with Fortune 100 health insurance provider to build a training organization that would directly impact the bottom line of its major business units following a recent centralization of its technical training function.
 - Strategic plan focused on five areas, including staffing, training technology, marketing, tracking ROI contributions, and implementation
- Developed software that was used to help retail chain create computer-based courseware for mission-critical financial system. New software cut course creation times by 80% and reduced learning curve of new store managers from several months to just a few weeks.

EXPEDITORS INTERNATIONAL, INC.

1997–2000

VP, Personnel Development

Developed and implemented organizational effectiveness strategy for rapidly growing organization with 7,000 employees in 150 locations across 6 continents. Developed OD plans, oversaw succession planning, developed organizational effectiveness metrics, and led global training and development organization of 6 training managers and 24 trainers deployed across 4 geographical regions and 2 product areas. Re-engineered under-performing function with disjointed programs, limited leadership and no formal performance metrics.

- Designed organizational effectiveness strategy that played key role in successful revenue growth from \$600 million to \$2 billion in only 3 years (with a 75% growth in employee-base).
- Cut learning curves dramatically – in some cases from several months to just a few days – by aligning training initiatives with business goals and creating auditable training procedures.
- Overhauled all existing programs, replacing lectures with multimedia programs and modular curricula. Achieved stellar results, with learners achieving 100% of quality standards and 75% of productivity standards before end of training.
- Reduced interest payments \$12 million a year through behavioral-based training that improved invoicing.
- Designed and implemented first training and development roadmap for start-ups. Worked with business leaders to design just-in-time program that improved operational effectiveness during first 30 days.

CITIGROUP

1987–1997

VP, Performance Measurement, Europe & North America Card Products (1996–1997)

Manager, Performance Measurement, Europe & North America Card Products (1995)

Manager, Management Development, US Card Products (1992–1994)

Joined Citigroup as member of Finance team before moving into training and organizational development. Played key role in a number of major change initiatives as the company grew, right-sized and rebuilt.

- Designed and implemented organization's first performance measurement system. Web-based surveys and testing applications measured ROI of training programs, increased employee retention by improving interview skills, and assessed the effectiveness of both training design and delivery.
 - Trained 10 VPs/AVPs to implement the new system, allowing business leaders to accurately assess potential ROI of programs.

- Led major change initiative designed to move business unit from a focus on processes to a focus on service.
 - Secured buy-in of both senior managers and employees through effective presentation of business benefits, and by gaining college accreditation for training programs.
 - Developed ground-breaking service model and authored *Achieving Success in the Financial Services Industry*, the first book to present a model of service based on customer-driven definitions of individual service quality.
 - Designed training program that delivered tangible results - program participants received 3 times as many promotions as the overall workforce and 7 times more corporate service awards. The program was ultimately designated as a best practice and rolled-out across the organization.

Training Manager, Citicorp Credit Services, Maryland (1990–1991)

Brought on board to facilitate rapid expansion (from 750 to 1,800 employees in 12 months) through effective training. Supervised team of 6 and managed annual budget of \$500,000.

- Provided training for 1,050 new employees by working with business leaders to implement a Results-based Development® model. Avoided budget overruns typically associated with a major expansion.
- Contributed more than \$5 million to the bottom-line after revamping all training programs — savings included:
 - \$2.0 million from higher customer service productivity and quality.
 - \$1.2 million in fraud reduction after training in credit verifications reduced fraud risk.
 - \$1 million from changes made after merchant chargeback training.
 - \$1.1 million from leadership development programs.
- Designed new staffing structure for training personnel, rotating operations employees into training positions and then out into supervisory roles.

Also served as Finance Manager, Citicorp Credit Services, Maryland (1989) and Senior Financial Analyst, Distribution Services Division (1987–1988)

Earlier Experience:

United States Navy, including billets 3 levels above rank at the U.S. Naval Academy; Kisatchie Delta Regional Planning Organization; Louisiana State University.

EDUCATION

Studies equivalent to MBA - U.S. Navy Supply Corps School, Athens, Georgia

MS in Agricultural Economics - Louisiana State University, Baton Rouge, Louisiana

BS in Economics - Southeast Missouri State University, Cape Girardeau, Missouri

IDAHO FALLS

City of Idaho Falls Boards, Committees and Commissions Citizen Application

Thank you for your willingness to serve our community. Complete this form and attach a résumé prior to submitting. If you wish, you may also submit a cover letter explaining your interest in city service.

Your application will be kept on file. When there is an opening on a relevant board, committee or commission, your application will be reviewed. Return the completed form to the Mayor's Office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or electronically at mayor@idahofallsidaho.gov.

Name:	Bradley Bugger (BJ)		
Mailing Address:	2966 Mesquite Dr.		
City, State, Zip:	Idaho Falls, ID. 83404		
Email Address:	bj12bug@yahoo.com		
Daytime Phone:	208-241-6173	<input checked="" type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
Evening Phone:		<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Cell Phone:		<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
I am an Idaho Falls Resident <input checked="" type="checkbox"/> I am a current or former employee of the city <input checked="" type="checkbox"/>			
I have a family member or person in my household who works for the city _____			

What is your motivation for service on this/these committee(s)?

I very much enjoy playing golf and believe that the city of Idaho Falls offers an outstanding product to the golf community. I would like to have a part in guiding the organization forward as I believe there has been a decline in participation and would like to explore ways to bring more youth into the game.

How does your background training and experience lend itself to service on this/these committee(s)?

I got started playing golf at a young age and have enjoyed it ever since. I believe I can offer the perspective of a potentially different generation and hopefully add some fresh ideas to the conversation.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

I work in an environment that is fast pace and requires excellent communication skills. I believe I have the ability to make fact driven decisions and the ability to think ahead.

FOR OFFICE USE ONLY:	
Date received by Mayor's Office:	Date appointed:
City Departments(s) application forwarded to:	Board, Committee or Commission appointed to:

1m 3/1/16 Ym

3/10/16 @ 2:00

	<u>Length of Term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
<input type="checkbox"/> Citizen Review Committee ¹	One(1)	As Needed
<input type="checkbox"/> Mayor's Youth Advisory Committee	Three(3)	Bi-Monthly
Fire Department		
<input type="checkbox"/> Fire Code Appeals Board	Five(5)	Yearly/As Needed
Human Resources		
<input type="checkbox"/> Civil Service Commission	Six(6)	Semi-Annual/As Needed
Library		
<input type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input type="checkbox"/> City Safety Committee	Not Established	As Needed
<input type="checkbox"/> Civic Auditorium Committee	Two(2)	As Needed
Parks and Recreation		
<input type="checkbox"/> Golf Advisory Board	Three(3)	Every Other Month
<input type="checkbox"/> Ice Arena Advisory Committee	Three(3)	Monthly
<input type="checkbox"/> Parks and Recreation Commission	Three(3)	Monthly
<input type="checkbox"/> Shade Tree Committee	Three(3)	Monthly
<input type="checkbox"/> Swimming Pool Advisory Committee	Not Established	Monthly
<input type="checkbox"/> Tautphaus Park Zoological Society	Three(3)	Quarterly
Community Development Services		
<input type="checkbox"/> Beautification Commission ²	Three(3)	3 rd Wednesday
<input type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input type="checkbox"/> Building Code Board of Appeals	Three(3)	As Needed
<input type="checkbox"/> Electrical Board of Review	Two(2) & Three(3)	As Needed
<input type="checkbox"/> Historic Preservation Commission ³	Three(3)	1 st Thursday
<input type="checkbox"/> Idaho Falls ADA Accessibility Commission ⁴	Three(3)	As Needed
<input type="checkbox"/> Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
<input type="checkbox"/> Idaho Falls Redevelopment Agency	Five(5)	3 rd Thursday
<input type="checkbox"/> Mechanical Appeals Board	Three(3)	As Needed
<input type="checkbox"/> Planning Commission ⁵	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
<input type="checkbox"/> Traffic Safety Committee	Two(2)	As Needed
Regional Committees		
<input type="checkbox"/> Bonneville Metropolitan Planning Organization (BMPO)		
<input type="checkbox"/> Targhee Regional Public Transportation Association (TRPTA)		

¹ City of Idaho Falls residents preferred.

² Five (5) members shall have professional training or experience in the disciplines of horticulture, landscape architecture, architecture, community development, urban forestry, parks planning and administration, economic development or related fields.

³ Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines.

⁴ All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities.

⁵ One (1) member shall be a Bonneville County resident residing within the area of city impact.

Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee.

Any information supplied is subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350

FEBRUARY 22, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session), Monday, February 22, 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 Thomas Hally
Councilmember Ed Marohn
Councilmember John Radford
Councilmember Michelle Ziel-Dingman
Councilmember David Smith
Councilmember Barbara Ehardt

Also present:

Kerry McCullough, Public Information Officer
Collette Smith, Intern
Dana Briggs, Economic Development Coordinator
Brad Cramer, Community Development Services Director
Kerry Beutler, Community Development Services Assistant Director
Pam Alexander, Municipal Services Director
Mark Hagedorn, Controller
Derek Wood, IT Support Technician
Dave Hanneman, Fire Chief
Krisi Staten, Idaho Falls Downtown Development Corporation (IFDDC), Executive Director
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:00 p.m. with Council Reports.

Councilmember Radford reminded the Council of the public meetings regarding the Tautphaus Park Master Plan. He stated an Airport repaving project has been delayed due to lack of FAA (Federal Aviation Administration) funding.

Councilmember Dingman stated she recently participated in an Idaho Falls Police Department (IFPD) ride-along with an officer and believes the community is well protected with the IFPD.

Councilmember Ehardt had no items to report.

Councilmember Smith had no items to report.

Councilmember Marohn stated Idaho Falls will be holding an air show in July, 2017, with the Blue Angels scheduled to perform.

Councilmember Hally stated the interim Urban Renewal Committee presented a legislative bill that appears to be favorable.

Mayor Casper distributed Legislative Directories and reviewed several updates of legislative bills. She stated she recently attended Energy Communities Alliance (ECA) meetings regarding environmental and nuclear energy research. She briefly reviewed the February 25 Council Meeting agenda and stated she would not be in attendance at the March 7 Work Session. Brief discussion followed regarding the schedule for Idaho Falls Power (IFP) Board Meetings.

Community Development Services submitted the following item:

FEBRUARY 22, 2016

Sign Code Ordinance Modifications:

Director Cramer distributed a letter from the IFDDC regarding LED (light-emitting diode) signs in the downtown area. He indicated any concerns regarding the LED signs were also requested from Melaleuca, no response was received. He stated the recommendation from staff is not to permit LED signs on Broadway from Yellowstone Avenue to Memorial Drive. He believes the sensitivity of the historic downtown area should be protected. Mr. Beutler reviewed results from a recent survey regarding modifications to the sign code and stated the majority of respondents were not in favor of Electronic Message Center (EMC) in the downtown area. Director Cramer stated current downtown LED signs are all wall signs and within the forty (40) square feet requirement. He stated a variance exists in the Sign Code for historic signs. General discussion followed regarding the updated proposed language. Director Cramer stated this ordinance will be presented for Council approval at the February 25, 2016, Council Meeting. Although not advertised as a public hearing, it was decided any public comment would be allowed at the time of presentation.

Idaho Falls Fire Department submitted the following item:

Quarterly Review of Staffing and Overtime:

Chief Hanneman stated the previous Council requested a quarterly review from the Fire Department regarding the Ambulance Fund, staffing, and overtime costs. He reviewed the monthly Ambulance Fund and indicated the fund is running in the black for the first time since January, 2016, largely due to the collection contract with Wittman Enterprises, LLC. He stated the Wittman Enterprises contract began in October 2014 and is currently collecting 72.72% of ambulance accounts versus the previous City collection rate of 52%. He indicated a subcommittee has been formed for collection and write-offs of Medicaid/Medicare monies with a draft policy in process. Chief Hanneman reviewed the Wild Land Deployment process and stated approximately \$275,000.00 for reimbursement will be received in the upcoming year to assist with equipment and training costs. He indicated a military tanker truck scheduled for surplus has been donated to the Fire Department for use in wild land fires and has the potential to bring in revenue. Chief Hanneman stated new positions approved by the Council were specific for reduction in overtime liability however, due to the lengthy process of training new staff overtime costs have continued to occur. Any salary savings from the delay of hiring have been absorbed through payout to six (6) recent retirees. General discussion followed regarding payout. He stated trending for overtime costs is approximately \$500,000.00 - \$600,000.00 with approximately \$600,000.00 - \$800,000.00 in revenue from the Ambulance Fund which should offset overtime costs. Chief Hanneman stated overtime costs have been mitigated due to staffing Swan Valley only, not Station Three as planned, and any discretionary overtime has been discontinued.

Office of the Mayor submitted the following items:

Economic Development Report:

Ms. Briggs reviewed economic development activities and business announcements/openings for the months of October, 2015, through January, 2016, including a portion of County economic development activities. She reviewed those businesses involved in her weekly Business Outreach Program, as well as trainings and conferences attended, community presentations, and current projects. She stated any potential business(s) utilizing her assistance are referred to as a 'project' until the business is ready to formally announce their

FEBRUARY 22, 2016

intention(s). Ms. Briggs briefly explained her current project, Project Coz, and requested Council approval to submit documentation to the Bonneville County Commissioners requesting the option of a property tax exemption. After brief discussion, Council agreed to allow Ms. Briggs to submit any necessary documentation for Project Coz.

Ms. Briggs distributed the following information for Council with brief discussion:

The Role of Local Elected Officials in Economic Development-

- Leadership is needed to:
 - Raise Awareness
 - Develop and Communicate a Common Vision
 - Motivate Stakeholders into Action
- Know Strengths and Weaknesses
- Know Place in Regional Economy
- Know Community Vision and Goals
 - Idaho Falls First
 - Idaho Falls Easy
 - Idaho Falls Attractive
 - Idaho Falls Talented
- Know Community Strategy
- Connect Economic Development with City Policy
- Regulatory Environment
- Know Stakeholders and Partners
- Economic Development Message

Community Support Grant Discussion:

Mayor Casper reviewed the previous two (2) years Community Support Grant application criteria and process. She indicated, following counsel from the legal staff, the grant process needs to achieve public approval for the community needs. Ms. Briggs distributed information indicating allocations of previous grant monies, a draft application, and a yearly process calendar for Council review. After general discussion, it was decided the grant process would be modified for the upcoming year but the entire grant process could eventually transition itself out. The intergovernmental categories would be considered in the appropriate departments during budget session.

Municipal Services Department submitted the following items:

Worker's Compensation Training:

Mr. Hagedorn introduced Chad Ranstrom, Alan Ranstrom, and Amy Assendrup, all consultants from Moreton & Company. Mr. Chad Ranstrom presented the following information with general discussion throughout:

Workers Compensation Options for Public Entities

- In Idaho, Public Entities have two choices when it comes to workers compensation.
 - Purchase a fully-insured program through the Idaho State Insurance Fund.
 - Become approved as a qualified self-insurer through the Idaho Industrial Commission.
- To date, eight (8) public entities have elected partially self-funded model and left the State Insurance Fund.

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Why Partial Self-Funding

- Cost Savings
- Improved Claims Service
- Safety and Loss Control Support

Cost Savings

- Over the life of the partially-self funded program, the City has realized a savings of approximately \$1,941,000 as compared to the premium it would have paid to the Idaho State Insurance Fund.
- That number is accurate as of 10/1/15 and will fluctuate as losses develop.

Self-Insured Program Savings

	10/1/2010 - 10/1/2011	10/1/2011 - 10/1/2012	10/1/2012 - 10/1/2013	10/1/2013 - 10/1/2014	10/1/2014 - 10/1/2015
WC Premium	\$ 1,235,656	\$ 1,367,202	\$ 1,343,416	\$ 1,368,222	\$ 1,357,375
Total Cost of Claims	\$ 1,071,139	\$ 611,572	\$ 1,020,281	\$ 472,934	\$ 467,257
Claims Adjusting Fees	\$ 50,400	\$ 54,976	\$ 53,460	\$ 55,068	\$ 57,600
WC Excess Premium	\$ 81,342	\$ 83,134	\$ 93,209	\$ 110,675	\$ 126,007
Total Premium Tax	\$ 22,224	\$ 21,486	\$ 19,838	\$ 22,225	\$ 22,001
WC Bond Premium	\$ 6,349	\$ 7,393	\$ 7,455	\$ 7,455	\$ 7,455
Actuarial Fee	\$ -	\$ -	\$ -	\$ -	\$ -
Consulting/Broker Fee	\$ 35,000	\$ 35,000	\$ 36,000	\$ 36,000	\$ 36,000
Total Cost	\$ 1,266,454	\$ 813,561	\$ 1,230,243	\$ 704,357	\$ 716,320
Estimated Savings	\$ (30,798)	\$ 553,641	\$ 113,172	\$ 663,865	\$ 641,055
TOTAL					\$1,940,936

Loss values based as of 02/08/2016.

Improved Claims Service

- As part of the program, the City engaged with a Third Party Claims adjuster, Idaho Intermountain Claims.
- According to studies performed by the Idaho Industrial Commission, self-funded employers in Idaho pay, on average, about 50% less per indemnity claim than Idaho State Insurance Fund clients.

Safety and Loss Control Services

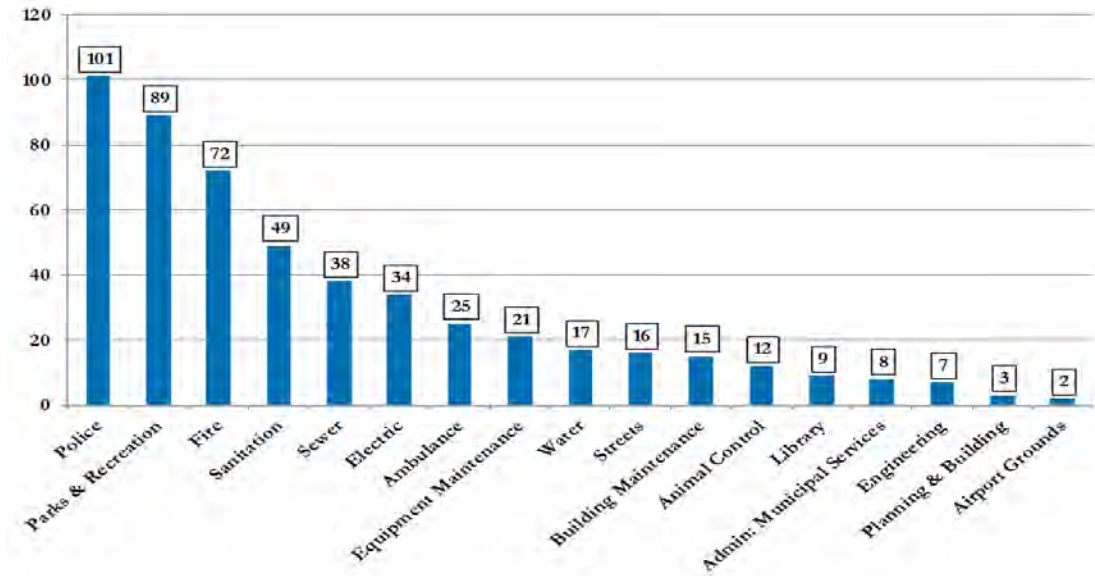
- Moreton & Company partners with the City to provide Safety and Loss Control services. Our dedicated staff of professionals provide:
 - Loss analysis and trending on a quarterly basis
 - Industrial hygiene services to the City
 - Safety training
 - Safety materials and programs

Excess Insurance

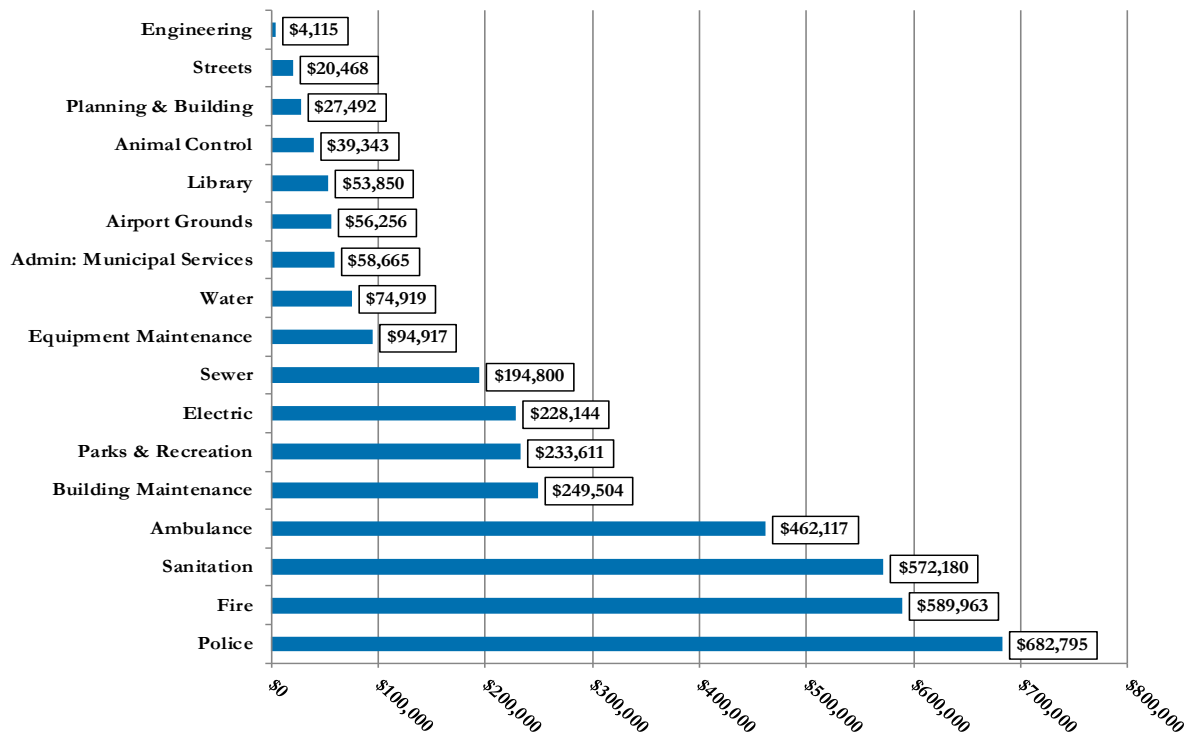
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- The program is set up for the City to self-insure a portion of their claims, and then an excess insurance policy is purchased to protect against catastrophic claims.
- The City retains the first \$500,000 of any occurrence resulting in employee injury.
- The excess coverage also provides aggregate coverage should total claims in a year exceed \$2,493,000.

Number of Claims by Department (5 Year History)



Cost of Claims by Department (5 Year History)



Funding for Future Losses

- It becomes very important that the City maintain a loss paying reserve that can meet the liabilities associated with this program.

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- Actuarial studies can be performed to provide the City with an estimate of adequate funding levels for the loss paying fund.

Mr. Hagedorn stated the Moreton & Company representatives are willing to visit Department Directors for consulting purposes. Individual department reports of Workers Compensation will be distributed to Council for their review.

Website RFP (Request for Proposal) Presentation:

Mayor Casper stated the current website can be difficult to maneuver. She indicated \$100,000.00 was allocated in the previous year budget for redesign of the website and possible other electronic application(s). Director Alexander stated for the past several months Mr. Wood and Ms. McCullough have been researching website options, including feedback from Department Directors, the community, and other municipalities. Mr. Wood briefly described the following features which were requested for a redesigned website:

- Design
- Page and Menu Management
- Citizen Request Management
- Documents and Forms
- Agenda Management
- Intranet
- Citizen Notification
- Social Media Integration
- Calendars
- Staff Directory
- Department Headers
- Accessibility Compliance
- Performance
- Security

Director Alexander stated during the research process, staff discovered a company, CivicPlus, which tailors municipalities and could implement the requested features in approximately four to six months. She stated staff reviewed proposals from more than ten (10) combined local and national companies and recommended CivicPlus. After general discussion of features and costs it was decided to expedite a Request for Qualifications (RFQ).

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Ehardt, to adjourn the meeting at 6:19 p.m., which motion passed following a unanimous vote.

CITY CLERK

MAYOR

FEBRUARY 25, 2016 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, February 25, 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:

Councilmember John B. Radford
Councilmember Barbara Ehardt
Councilmember Thomas Hally
Councilmember David M. Smith
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman

Absent:

Mayor Rebecca L. Noah Casper

Also present:

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

Mayor Pro Tem Hally invited Brad Cramer, Community Development Services Department Director, to come forward and lead those present in the Pledge of Allegiance.

Mayor Pro Tem Hally requested any public comment not related to items on the agenda and stated any public comments related to the proposed Sign Ordinance will occur during the Regular Agenda item from Community Development Services.

Note – due to miscommunication, Public Comment was allowed at the conclusion of the Regular Agenda.

Consent Agenda Items:

The City Clerk requested approval of Minutes from the January 25, 2016, Work Session, and January 26, 2016, Council Meeting.

The City Clerk requested approval of license applications, all carrying the required approvals.

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

Regular Agenda Items:

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

FEBRUARY 25, 2016 - Unapproved

MEMORANDUM

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

At the February 5, 2016, City Council Meeting staff presented a revised sign code for consideration. At the meeting the Council requested further consideration for allowing electronic message center signs on Broadway between Yellowstone and Memorial. At the February 22, 2016, Work Session staff presented language which would permit electronic message centers as wall signs with a maximum of 40 square feet and only when they do not cover any building features which are of historical architectural significance. The ordinance will also require administrative review by the Historic Preservation Commission to ensure that historic elements are preserved. Any recommendation by the Commission may be appealed to the City Council.

Director Cramer stated additional modifications to the Sign Ordinance specify electronic message center signs must be placed at least eight (8) feet above the public way, shall not be located above cornice lines or uppermost portions of façade walls or where architectural details, window openings, doors, or other significant details will be disfigured or concealed, and, all signs must comply with all other LED (light-emitting diode) regulations. He indicated language regarding smaller entry-way signs for Master Planned Developments has been edited to ensure content-neutrality. Director Cramer stated the downtown area does not allow pole signs as the urban design allows buildings to be located next to the street. Brief discussion followed.

Mayor Pro Tem Hally requested any public comment related to the proposed sign ordinance.

Kristine Staten, 6455 S. 45th W., Idaho Falls, appeared. Ms. Staten is the director of the Idaho Falls Downtown Development Corporation (IFDDC). She stated the downtown area is for pedestrian traffic and is the business loop for the highway. She believes LED signs distract from the ambiance and culture of historic downtown. She requested Council use caution for allowing LED signs in the downtown area.

After general comments by the Councilmembers, it was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Sign Ordinance including the new proposed language (on Page 21) 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 Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

At the request of Mayor Pro Tem Hally, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3056

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

FEBRUARY 25, 2016 - Unapproved

DEVELOPMENT SIGNS; MAKING PORTABLE SIGNS MORE CONSISTENT ACROSS ZONES; CLARIFYING CONTENT NEUTRALITY, RENUMBERING; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Idaho Falls Power submitted the following item for Council consideration:

MEMORANDUM

To: Honorable Mayor and City Council
From: Jackie Flowers, General Manager
Subject: Resolution Adopting the Financial Stability and Creditworthiness Policy

Attached for your consideration is a resolution adopting the Financial Stability and Creditworthiness Policy for Idaho Falls Power. This policy combines the utility's previous Risk Management and Rate Stabilization Fund policies into one comprehensive policy. An updated policy is necessary given that the previous policies were established to comply with bond ordinances that are no longer relevant since Idaho Falls Power fully retired its debt. The new policy establishes a framework consistent with credit rating agency requirements that will ensure sustained strong financial condition of the utility. The City Attorney has developed the resolution and reviewed the policy. Idaho Falls Power respectfully requests that City Council approve the resolution and authorize the Mayor to sign the documents.

It was moved by Councilmember Smith, seconded by Councilmember Hally, to approve the resolution adopting the Financial Stability and Creditworthiness Policy and give authorization for the Mayor to sign the documents. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

RESOLUTION NO. 2016-06

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE IDAHO FALLS POWER FINANCIAL STABILITY AND CREDITWORTHINESS POLICY AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

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: Idaho Transportation Department State/Local Agreement – Intersection of Holmes Avenue and First Street Project

Attached is a State/Local Construction Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the Intersection of Holmes Avenue and First Street project. This agreement requires City financial contribution towards the entire project at a match rate of 7.34% for an estimated total of \$29,657.00. This agreement has been reviewed by the City Attorney. Public Works recommends adoption of the resolution, approval of this agreement; and, authorization for Mayor and City Clerk to sign the necessary documents.

FEBRUARY 25, 2016 - Unapproved

Respectfully,
s/ Chris H Fredericksen
Public Works Director

Chris Canfield, Assistant Public Works Director, stated this project is a safety enhancement project through the State Grant Program and will assist with replacement of signalization, crosswalk, and water replacement lines. The total cost of the project is approximately \$400,000.00.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to adopt the resolution, approve of the State/Local Construction agreement for the intersection of Holmes Avenue and First Street project, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

RESOLUTION 2016-07

WHEREAS, the Idaho Transportation Department, hereafter called the STATE, has submitted an Agreement stating obligations of the STATE and the CITY OF IDAHO FALLS, hereafter called the CITY, for construction of Intersection of Holmes Avenue and 1st Street.

MEMORANDUM

To: Honorable Mayor and City Council
From: Chris H Fredericksen, Public Works Director
Subject: Idaho Transportation Department State/Local Agreement – Intersection of Bellin Road and Grandview Drive Project

Attached is a State/Local Construction Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the Intersection of Bellin Road and Grandview Drive project. This agreement requires City financial contribution towards the entire project at a match rate of 7.34% for an estimated total of \$10,124.00. This agreement has been reviewed by the City Attorney. Public Works recommends adoption of the resolution, approval of this agreement; and, authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,
s/ Chris H Fredericksen
Public Works Director

Assistant Director Canfield stated this is a safety enhancement project and is a curve correction on the roadway. The total cost of this project is approximately \$100,000.00.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to adopt the resolution, approve of the State/Local Construction agreement for the intersection of Bellin Road and Grandview Drive project, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

RESOLUTION 2016-08

WHEREAS, the Idaho Transportation Department, hereafter called the STATE, has submitted an Agreement stating obligations of the STATE and the CITY OF IDAHO FALLS, hereafter called the CITY, for construction of Bellin and Grandview Elevation Improvement.

MEMORANDUM

To: Honorable Mayor and City Council
From: Chris H Fredericksen, Public Works Director
Subject: Wastewater Treatment Plant (WWTP) Primary Treatment Upgrades Project Final Design Agreement for Final Professional Engineering Services and Task Order 14-03

Attached is proposed Task Order 14-03 for Final Design Engineering Services with Murray, Smith and Associates, Inc., associated with the WWTP Primary Treatment Upgrades project. The task order scope of work includes providing design and bid documents to construct a new primary clarifier, providing for existing clarifier upgrades, a primary clarifier flow split structure, and various other primary treatment upgrades. Total costs to the City for this Task Order is \$1,060,000. The City Attorney has reviewed the proposed task order. Public Works recommends approval of this task order; and, authorization for Mayor and City Clerk to sign necessary documents.

Respectfully,
s/ Chris H Fredericksen
Public Works Director

Assistant Director Canfield expressed appreciation to Murray, Smith and Associates, Inc. and stated due to their assistance on the WWTP Secondary Improvement project, the City was recently awarded a 1st place designation through the American Council of Engineering Companies (ACEC) of Idaho, identifying the project was completed on schedule and on budget.

Assistant Director Canfield stated this Final Design Agreement is approximately 10% of the construction budget.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve Task Order 14-03 in an amount of \$1,060,000.00 for Final Design Engineering Services with Murray, Smith and Associates, Inc., and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

MEMORANDUM

To: Honorable Mayor and City Council
From: Chris H Fredericksen, Public Works Director
Subject: Right of Way Vacation Request – Murray Street and a portion of Milligan Road

Eagle Rock Engineering, on behalf of the adjacent property owners, has requested the vacation of Murray Street and a portion of Milligan Road. The Murray Street right-of-way is underdeveloped. It does not, and cannot, connect to another roadway to the east and is not

FEBRUARY 25, 2016 - Unapproved

necessary for access to adjoining properties. Needed right-of-way is being dedicated as part of the Milligan Commercial Plaza subdivision to construct a cul-de-sac at the end of Milligan Road. The utilities have requested their existing utilities be protected. To accomplish this, the vacation documents will need to include similar language as was used in the vacation of Milligan Road south to Bridgeport Avenue. Public Works requests authorization for the City Attorney to prepare documents needed to accomplish the vacations.

Respectfully,
s/ Chris H Fredericksen
Public Works Director

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to authorize the City Attorney to prepare documents needed to accomplish the vacations of Murray Street and a portion of Milligan Road. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

Idaho Falls Fire Department submitted the following item for Council consideration:

MEMORANDUM

To: Mayor and City Council
From: Dave Hanneman, Fire Chief
Subject: Purchase Requisition Approval for New Computer Aided Dispatch (CAD) and Records Management System (RMS)

During the FY2016 budget process an amount of \$124,349.72 was approved by City Council as the Fire Department's share of the expenses for replacing the current Computer Aided Dispatch and Records Management Systems. Work has been ongoing to complete this project, and the Bonneville County Sheriff's Office has paid for the project to date. The Sheriff's Office has submitted an invoice to the Idaho Falls Fire Department for our share. The Idaho Falls Fire Department respectfully requests that the City Council approve paying the invoice to the Bonneville County Sheriff's Office in the amount of \$124,349.72.

Councilmember Marohn stated the total budgeted item for this project is \$164,000.00.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the purchase requisition to reimburse the Bonneville County Sheriff's Office for the consolidated Computer Aided Dispatch and Records Management System in the amount of \$124,349.72. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

Public Comment:

Mario Estrada II, 2161 Ironwood Drive, Idaho Falls, appeared. Mr. Estrada stated it was brought to his attention the City intends to expand Tautphaus Park but he believes there are more important causes that money should go towards. He believes the Police Department should receive more money for the computer programs/records management system, assistance in the detective division, and programs at the local schools to bridge the gap between officers and the youth of the City, such as the Cadet Program.

FEBRUARY 25, 2016 - Unapproved

Mayor Pro Tem Hally expressed his appreciation to Mr. Estrada and stated there were recent public meetings regarding the Master Plan at Tautphaus Park but there are no immediate plans to allocate money to Tautphaus Park. He also stated the law enforcement personnel are transitioning to a new Records Management System.

Victoria Estrada (Mario's mother), 2161 Ironwood Drive, Idaho Falls, appeared. Ms. Estrada stated the current records system is not able to access records prior to 2008 and stated the computer is not compatible with the old records program.

Councilmember Dingman, as head liaison of the Idaho Falls Police Department, stated there is awareness of the current computer issues and requested an individual meeting with Ms. Estrada to further discuss her concerns.

There being no further business, it was moved by Councilmember Radford, seconded by Councilmember Dingman, to adjourn at 8:20 p.m. which motion passed by unanimous vote.

CITY CLERK

MAYOR

FEBRUARY 25, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Idaho Falls Power Board Meeting), Thursday, February 25, 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:

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

Also present:

Jackie Flowers, Idaho Falls Power Director
Bear Prairie, Idaho Falls Power Assistant Director
Randy Fife, City Attorney
Kathy Hampton, City Clerk

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

2015 Payment in Lieu of Taxes (PILOT):

Director Flowers presented the year-end report and quick review true up of FY2015 PILOT to Council. She reviewed FY2015 and indicated PILOT are based on the old format with the formulas which were built in the bond ordinances. She stated the PILOT is a transfer contribution from Idaho Falls Power (IFP) to the General Fund in lieu of property taxes that are not paid on facilities. It also acknowledges IFP occupancy of rights-of-way, lack of franchise fee payment and right-of-way use fee paid to the City. She explained the retail sales calculation and stated IFP did not trigger the cap on retail sales for FY2015. She stated, per policy statement, IFP will annually benchmark the total projected general fund transfers against American Public Power Association (APPA) data. Any work within departments is tracked through In-Kind Contributions. Brief discussion followed. Director Flowers indicated changes need to be made in the policy for FY2016 including:

- 1) Removing variability
- 2) Directing in-kind work for other departments and establishing a provision in the policy statement that will address other department requests and place the statement on PILOT sheet in FY2017 budget
- 3) IFP should be charging costs, material and labor as indicated by City Code
- 4) Any waiver of costs should qualify for in-kind, previously this was limited to labor for undergrounding lines in the parks
- 5) Any mid-year projects which arise and do not have adequate budget for electric, currently IFP is approached to complete work at no cost

Director Flowers believes the PILOT needs clarified and she will work on a clear policy statement including internal transfer coordination.

APPA Operating and Financial Ratios:

Director Flowers stated, generally speaking, the performance indicators in overall comparison to other public power utilities based on size (20,000-50,000 customers), geographic location (west), and operated generation as percent of load (10%-50% generation capacity) are low rates (below 1st quartile), low debt (below 1st quartile), strong debt coverage (above 3rd quartile), low power supply cost (1st quartile), maintenance costs (1st quartile), strong financial position, and strong operating system losses (1st quartile) and load factor (3rd quartile). She reviewed Uncollectible Accounts per Revenue Dollar and indicated IFP's specific ratio has been reduced by 50%. She believes the reduction will continue due to policy modifications in the Municipal Services Department. Brief discussion of utility account write-offs followed. Director Flowers stated the Meter Reader report now includes Advanced Meter Infrastructure (AMI) meters which impacts operating ratio to staff. Due to the AMI meters, the reading of meters was transitioned to meter technicians and/or energy services staff for the servicing of meters. She reviewed Customer Accounting, Customer Service and Sales Expense per Retail Customer and stated due to inclusion of meter reading in this category it is anticipated these expenses will decrease as well. Brief discussion regarding distribution of utility statements followed. Director Flowers reviewed the Administrative & General (A&G) Fund expenses and indicated expenses may not decrease. She stated in FY2014 54% of the A&G Fund was transferred to the General Fund.

Legislative Update and Position Papers:

Director Flowers stated IFP is very active when interfacing with the Legislative issues. She briefly reviewed the Energy Policy Modernization Act of 2015, with a summary of key provisions including Efficiency, Infrastructure, Supply, Accountability, and Conservation Reauthorization. She indicated the overall industry is supportive of the bill as it strongly supports the hydro licensing/relicensing provisions. The bill does not propose to federalize distributed generation but amendments have been introduced. The industry is actively working to oppose certain amendments, including Net Metering and Energy Efficiency. Director Flowers stated Cyber Security issues remain a heavy focus area at the Congressional level with continual discussion. The Supreme Court Decision on the Clean Power Plan remains in the Judicial Branch.

Mr. Prairie reviewed the legislation regarding Bonneville Power Administration (BPA) rates with the Heritage Foundation and stated BPA rate payers cover 100% of BPA's costs. He indicated the Heritage Foundation has recommended eliminating subsidies for Power Marketing Agencies (PMA) as they claim the PMA's enjoy special privileges that interfere with market competition. They also insist the Department of Energy should restructure the PMAs to sell electricity at market rates which are currently lower than BPA rates.

Mr. Prairie reviewed the Endangered Species: Fish and Wildlife legislative issue. He stated since 1980 BPA customers have invested in excess of \$15 billion to fish and wildlife efforts. Approximately 30% of power costs charged to BPA is attributed to fish and wildlife measures with \$7.5 million provided from IFP customers, or an average of approximately \$129 per residential customer per year. He believes the framework for the current collaborative process is working. General discussion followed.

Mr. Prairie reviewed the Columbia River Treaty, stating the treaty is an agreement between Canada and the United States guiding the development and operation of some water resources in the Columbia River Basin for flood control and power needs. Analysis by the federal

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agencies indicates the United States does not receive much of the reciprocal benefit originally anticipated by the arrangement, therefore, the State Department is in the process of renegotiating or terminating the treaty, which currently has no end date.

Director Flowers stated a Senate State Affairs hearing regarding Critical Infrastructure Information is tentatively scheduled for March 2, 2016.

Financial Stability and Creditworthiness Policy:

Director Flowers indicated the Financial Stability and Creditworthiness Policy and accompanying resolution will be recommended for Council approval at the February 25, 2016, Council Meeting.

2016 Annual Meeting Schedule:

Director Flowers presented the proposed schedule for IFP Board Meetings and APPA Webinars. General discussion followed regarding who should be members of the IFP Board. Councilmember Ehardt requested consideration in suggesting previous Councilmember Michael Lehto as possible Chair. After further brief discussion, it was decided IFP Board Meetings will occur on Thursday mornings of regularly-scheduled Council Meetings from 8:00 a.m. until noon, or as needed.

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

CITY CLERK

MAYOR

MARCH 7, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session), Monday, March 7, 2016, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 4:00 p.m.

There were present:

Councilmember Barbara Ehardt
Councilmember Ed Marohn
Councilmember Thomas Hally
Councilmember John B. Radford
Councilmember Michelle Ziel-Dingman

Absent:

Mayor Rebecca L. Noah Casper
Councilmember David M. Smith

Also present:

Kerry McCullough, Public Information Officer
Pam Alexander, Municipal Services Director
Brad Cramer, Community Development Services Director
Greg Weitzel, Parks and Recreation Director
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Pro Tem Hally called the meeting to order at 4:00 p.m.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to amend the agenda for addition of Discussion of Recent Zoo Superintendent Position with the Good Faith reason of time sensitivity of the recent hiring and the salary increase which was not approved in December, 2015. Roll call as follows: Aye – Councilmembers Ehardt, Dingman. Nay – Councilmembers Radford, Marohn, Hally. Motion failed.

Mayor Pro Tem Hally requested Council Reports.

Councilmember Radford stated the two (2) recent public meetings regarding the Tautphaus Park Master plan were well attended. The Zoo will open for the season on April 9, 2016. He indicated the Federal Aviation Administration (FAA) will provide funding for a planning study project to examine Airport Runway 17/35.

Councilmember Dingman had no items to report.

Councilmember Ehardt had no items to report.

Councilmember Hally stated he also attended the recent public meetings regarding the Tautphaus Park Master Plan. He indicated there is no funding commitment at this time. This is a long-range plan and expressed appreciation to Director Weitzel.

Community Development Services submitted the following item:

Receipt of Planning and Zoning Commission Recommendations:

MARCH 7, 2016

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to accept the recommendations received from the Planning and Zoning Commission, March 1, 2016, meeting. Roll call as follows: Aye – Dingman, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

Mayor Pro Tem Hally invited Director Alexander to review the upcoming budget calendar.

Director Alexander briefly reviewed the proposed budget calendar and stated the budget sessions will begin earlier than normal to allow extra sessions if needed. All budget workshops will be open to the public and will be broadcast as well. Councilmember Marohn encouraged the Councilmembers to be involved as much as possible with all departments. He has requested Director Alexander provide a summary sheet of each individual departments indicating separation of Enterprise Fund and General Fund monies. After brief discussion, the Councilmembers agreed to the proposed budget calendar.

Mayor Pro Tem Hally requested to amend the agenda to add Urban Renewal discussion, stating this item is time sensitive. It was moved by Councilmember Ehardt, seconded by Councilmember Marohn, to amend the agenda as requested by Mayor Pro Tem Hally. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Ehardt. Nay – none. Motion carried. Director Cramer indicated a letter has been drafted directed to the Revenue and Taxation Committee regarding resetting of the tax base for any modified redevelopment plan. He stated the specific letter addresses the importance of maintaining the tax base and requested Council consideration to accept the letter. After brief discussion, it was moved by Councilmember Radford, seconded by Councilmember Dingman, to accept the letter as recommended, signed by the Council, and be submitted to legislators as directed by Director Cramer. Roll call as follows: Aye – Councilmembers Marohn, Hally, Ehardt, Radford, Dingman. Nay – none. Motion carried.

Parks and Recreation Department submitted the following item:

Tobacco Free and Smoke Free Parks Resolution:

Director Weitzel stated the Parks and Recreation (P&R) Department was approached by a community youth group approximately two (2) years ago regarding tobacco free and smoke free parks. Neeley Butler, Eastern Idaho Public Health District (EIPHD) Tobacco Coordinator, stated she was approached by students from Hillcrest High School regarding a community project. Ms. Butler indicated the youth advocacy group applied for and received a grant for STAND (Support Teens Against Nicotine Dependency). Ms. Butler introduced Kayla Loertscher for presentation as follows:

Our Resolution-

“To create tobacco-free zones in parks and recreational areas of Idaho Falls. Please help us advocate for our right, as youth, to breathe clean air for ourselves and younger children.”

We invite you to S.T.A.N.D. with us.

Reasons to Change-

- Environmental Impact
- Social Impact & Trends
- Negative Role Modeling for Youth
- Current Legislature in Surrounding Areas

MARCH 7, 2016

- Health Implications

Environmental Impact-

- Litter, visual impact and costs
- Decreases air quality
- Harmful to plants and animals
- Decreases the overall atmosphere of enjoyment and health for all park users

Litter – How Big is This Issue?

32% of all litter is tobacco related

Kick Butts Day – Cigarette Cleanup

Over 5 gallons of tobacco waste was collected in just 30 minutes at local parks. Most of that was around children's play areas and parking lots.

Social Impact-

Tobacco use in public outdoor areas:

- Sends a contradictory message to youth
- Established lowered health standards among community
- Secondhand Smoke (SHS) may cause some to feel unwelcome due to allergies, asthma, and other health conditions
- SHS endangers the public!

Negative Role Modeling for Youth-

- Adults set an acceptable standard & example
- Public acceptance increases the rate of tobacco use
- Children follow the example of trusted elders
- It's difficult for children to see the reality & harm these products cause when a loved one or a trusted adult is using them

Idaho Falls... We need to catch up!

- Ammon – All of Ammon city parks have "tobacco-free zones"
- American Falls – "American Falls City Council passed voluntary smoking restrictions for the city's parks" *"...A person's right to smoke in a public venue is preempted by the next person's right to breathe clean air."*
- Rexburg – "Smoking shall be prohibited in any place (Sports Arena) in which a sign conforms to the requirements."

Beyond Surrounding Areas-

Boise & Meridian

- November 25, 2013, Meridian put a ban on smoking in city parks. The main goal was to reduce secondhand smoke, especially in children. 62% of participants in a survey were supportive of this motion. A ticket can be issued to violators.
- Similar motions have been made in Burley, Coeur d'Alene, and Melba.

Who's STANDIng with us?

- Educators
- Tobacco users and non-tobacco users
- Health Care Providers
- Parents

MARCH 7, 2016

- Faith Based Organizations
- Local Businesses
- Youth

Assemblies & Banners-

We have presented this resolution to youth in our area.

The banner signing was a way for them to lend their personal support for this proposition. We collected about 2,400 names of youth in Idaho Falls who were in support of this resolution including D.A.R.E. (Drug Abuse Resistance Education) & STAND and STAND & T.A.T.U.: "Teens Against Tobacco Use".

Where Would This Affect?

We hope to reach as many park and recreation areas as possible.

It seems confusing to go from one park to another and have different rules. We propose a resolution that includes all P&R areas.

Implementation-

We hope this is a publicly, as well as personally, enforced resolution.

We know it can become too expensive and unrealistic to write tickets and infractions. That is not the vision of the STAND group. We want to take a step in a positive direction to reduce exposure of tobacco products and secondhand smoke to young children.

Signage: EIPH & Project Filter-

Ms. Loertscher displayed examples of possible signage, stating they would be customized for the City.

The decision to use tobacco in public, especially around youth, is a poor personal choice that becomes a public health issue.

Director Weitzel indicated the intent for the resolution would be for locations where youth and children are present and would not include the City golf courses. General discussion followed including the location verbiage in the resolution. Director Weitzel stated the City would receive the first one hundred (100) signs at no cost.

It was moved by Councilmember Marohn, seconded by Councilmember Hally, to approve the Tobacco Free and Smoke Free Parks Resolution as presented and authorize the Mayor and City Clerk to sign said document. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Hally, Radford. Nay – Ehardt. Motion carried.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Dingman, to adjourn the meeting at 4:55 p.m., which motion passed following a unanimous vote.

CITY CLERK

MAYOR

REGULAR AGENDA:



BGC-036-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Ordinances for Vacation of Easements and Portions of Simplot Circle Associated with Taylor Crossing on the River Division 12
DATE: March 18, 2016

Attached are two memos and ordinances from Public Works recommending vacation of easements and portions of Simplot Circle in association with Taylor Crossing on the River Division 12. The City Council approved preparation of the necessary documents at its February 11, 2016 meeting. The vacations must occur prior to the approval of the plat for Taylor Crossing on the River Division 12. Staff recommends approval of the ordinances for vacation.

Attachments: Memos from Public Works
Ordinance to vacate easement
Ordinance to vacate portion of Simplot Circle

Cc: Kathy Hampton, City Clerk
File



City of Idaho Falls

PUBLIC WORKS DIVISION

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

M E M O R A N D U M

To: Chris H Fredericksen, P.E., Public Works Director

From: Kent J. Fugal, P.E., PTOE, City Engineer *KJF*

Date: March 18, 2016

Subject: **Vacation Request for a Portion of Simplot Circle in the Proposed Taylor Crossing on the River Division 12**

On February 11, 2016 the City Council authorized the City Attorney to prepare necessary documents to vacate a portion of Simplot Circle in the above mentioned proposed subdivision. If approved, Council action on the vacation ordinance needs to occur immediately prior to approval of the Final Plat for Taylor Crossing on the River, Division 12.

Attached are three copies of the Public Right-of-way Vacation Ordinance, prepared by the City Attorney, for the subject vacation. If everything appears in order, please submit the documents to the Mayor and City Council for consideration and, if approved, authorization for the Mayor's signature.

Attachments

cc: Robert Cox

ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PORTION OF A PUBLIC STREET LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED STREET SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, development of the Simplot Circle Addition includes dedicating a roadway to connect to Bridgeport Drive; and

WHEREAS, with the dedication, the existing cul-de-sac will be reconfigured; and

WHEREAS, the cul-de-sac reconfiguration will eliminate the use of a portion of property currently utilized as part of the cul-de-sac; and

WHEREAS, vacating the unneeded to adjacent property owners is a fair and equitable division of such land.

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

SECTION 1. Vacation. The following portion of the property within the Simplot Circle Addition to the City of Idaho Falls, Bonneville County, Idaho, as also shown in Exhibit "A" attached hereto and incorporated herein is hereby vacated:

Part of the NE 1/4 of Section 24, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho, being a portion of Simplot Circle Street in the City of Idaho Falls described as:

Commencing at the N 1/4 corner of said Section 24; thence S 0°17'36"E 1759.42 feet along the north-south center line of said Section 24; thence N 90°00'00" E 1471.51 feet to a point on the Northerly Right-of-Way of Simplot Circle and the Point of Beginning; thence S 61°04'38"E 116.45 feet along the said Northerly Right-of-Way to a point of non-tangent curve; thence along the Right-of-Way line of said Simplot Circle the following three (3) calls; 1) thence to the left along said curve 59.63 feet (Curve Data $\Delta = 56^\circ 56' 30''$ R = 60.00') chord bears S 89°33'12"E 57.21 feet to a point of non-tangent reverse curve; 2) thence to the right along said curve 206.77 feet (Curve Data $\Delta = 236^\circ 56' 28''$ R = 50.00') chord bears S 00°27'08" W 87.91 feet; 3) thence N 61°04'38" W 71.91 feet to a point on a non-tangent curve; thence to the left along said curve 148.26 feet (Curve Data $\Delta = 37^\circ 45' 13''$ R = 225.00') chord bears N 40°59'29"W 145.59 feet to the Point of Beginning. Parcel contains 0.275 acres.

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

SECTION 3. Right-of-Way Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the property described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety, and shall revert to property owners as follows:

1. Vacation of property described in Exhibit "B" attached hereto and incorporated herein as follows, shall be to D & A Commercial Warehousing, LLC, an Idaho limited liability company, whose mailing address is P.O. Box 51092, Idaho Falls, ID 83405:

Part of the NE 1/4 of Section 24, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho, being a portion of Simplot Circle Street in the City of Idaho Falls described as:

Commencing at the North 1/4 corner of said Section 24; thence S 0°17'36"E 1759.42 feet along the north-south center line of said Section 24; thence N 90°00'00" E 1471.51 feet to a point on the Northerly Right-of-Way of Simplot Circle and the Point of Beginning; thence along said Northerly Right-of-Way line the following three (3) calls; 1) thence S 61°04'38" E 116.45 feet to a point of non-tangent curve; 2) thence to the left along said curve 59.63 feet (Curve Data $\Delta = 56^\circ 56' 30''$ R = 60.00') chord bears S 89°33'12" E 57.21 feet to a point of non-tangent reverse curve; 3) thence to the right along said curve 54.74 feet (Curve Data $\Delta = 62^\circ 43' 36''$ R = 50.00') chord bears S 86°39' 18" E 52.05 feet; thence S 62°30'23"W 119.73 feet to a point on the Southerly Right-of-Way of said Simplot Circle; thence N 61°04'38"W 10.72 feet along said Southerly Right-of-Way to a point on a non-tangent curve; thence to the left along said curve 148.26 feet (Curve Data $\Delta = 37^\circ 45' 13''$ R = 225.00') chord bears N 40°59'29"W 145.59 feet to the point of beginning. Parcel contains 0.121 acres.

2. Vacation of property described in Exhibit "C" attached hereto and incorporated herein as follows, shall be to CRLand, LLC, an Idaho limited liability company, whose mailing address is 1070 Riverwalk Drive, Ste. 200, Idaho Falls, ID 83402:

Part of the NE 1/4 of Section 24, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho, being a portion of Simplot Circle Street in the City of Idaho Falls described as:

Commencing at the North 1/4 corner of said Section 24; thence S 0°17'36"E 1874.50 feet along the north-south center line of said Section 24; thence N 90°00'00" E 1575.80 feet to a point on the Southerly Right-of-Way line of Simplot Circle and the Point of Beginning; thence N 62°30'23"E 119.73 feet to a point on the Northerly Right-of-Way line of said Simplot Circle and a point on a non-tangent curve; thence along the Right-of-Way line of said Simplot Circle the following two (2) calls; 1) thence to the right along said curve 152.03 feet (Curve Data $\Delta = 174^\circ 12' 52''$ R = 50.00') chord bears S 31°48'56"W 99.87 feet; 2) thence N 61°04'38"W 61.19 feet to the Point of Beginning. Parcel contains 0.154 acres.

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this ____ day of _____, 2016.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PORTION OF A PUBLIC STREET LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED STREET SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton
City Clerk

(SEAL)



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

EXHIBIT A

Vacation of Simplot Circle

Part of the NE 1/4 of Section 24, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho, being a portion of Simplot Circle Street in the City of Idaho Falls described as:

Commencing at the N 1/4 corner of said Section 24; thence S $0^{\circ}17'36''$ E 1759.42 feet along the north-south center line of said Section 24; thence N $90^{\circ}00'00''$ E 1471.51 feet to a point on the Northerly Right-of-Way of Simplot Circle and the Point of Beginning; thence S $61^{\circ}04'38''$ E 116.45 feet along the said Northerly Right-of-Way to a point of non-tangent curve; thence along the Right-of-Way line of said Simplot Circle the following three (3) calls; 1) thence to the left along said curve 59.63 feet (Curve Data $\Delta = 56^{\circ}56'30''$ R = 60.00') chord bears S $89^{\circ}33'12''$ E 57.21 feet to a point of non-tangent reverse curve; 2) thence to the right along said curve 206.77 feet (Curve Data $\Delta = 236^{\circ}56'28''$ R = 50.00') chord bears S $00^{\circ}27'08''$ W 87.91 feet; 3) thence N $61^{\circ}04'38''$ W 71.91 feet to a point on a non-tangent curve; thence to the left along said curve 148.26 feet (Curve Data $\Delta = 37^{\circ}45'13''$ R = 225.00') chord bears N $40^{\circ}59'29''$ W 145.59 feet to the Point of Beginning.

Parcel contains 0.275 acres.





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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

EXHIBIT B

Vacation of Simplot Circle D & A Commercial Warehousing LLC Property

Part of the NE 1/4 of Section 24, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho, being a portion of Simplot Circle Street in the City of Idaho Falls described as:

Commencing at the North 1/4 corner of said Section 24; thence S $0^{\circ}17'36''$ E 1759.42 feet along the north-south center line of said Section 24; thence N $90^{\circ}00'00''$ E 1471.51 feet to a point on the Northerly Right-of-Way of Simplot Circle and the Point of Beginning; thence along said Northerly Right-of-Way line the following three (3) calls; 1) thence S $61^{\circ}04'38''$ E 116.45 feet to a point of non-tangent curve; 2) thence to the left along said curve 59.63 feet (Curve Data $\Delta = 56^{\circ}56'30''$ R = 60.00') chord bears S $89^{\circ}33'12''$ E 57.21 feet to a point of non-tangent reverse curve; 3) thence to the right along said curve 54.74 feet (Curve Data $\Delta = 62^{\circ}43'36''$ R = 50.00') chord bears S $86^{\circ}39'18''$ E 52.05 feet; thence S $62^{\circ}30'23''$ W 119.73 feet to a point on the Southerly Right-of-Way of said Simplot Circle; thence N $61^{\circ}04'38''$ W 10.72 feet along said Southerly Right-of-Way to a point on a non-tangent curve; thence to the left along said curve 148.26 feet (Curve Data $\Delta = 37^{\circ}45'13''$ R = 225.00') chord bears N $40^{\circ}59'29''$ W 145.59 feet to the point of beginning.

Parcel contains 0.121 acres.





LAND SURVEYING | 3D SCANNING | DESIGN SURVEYING
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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

EXHIBIT C

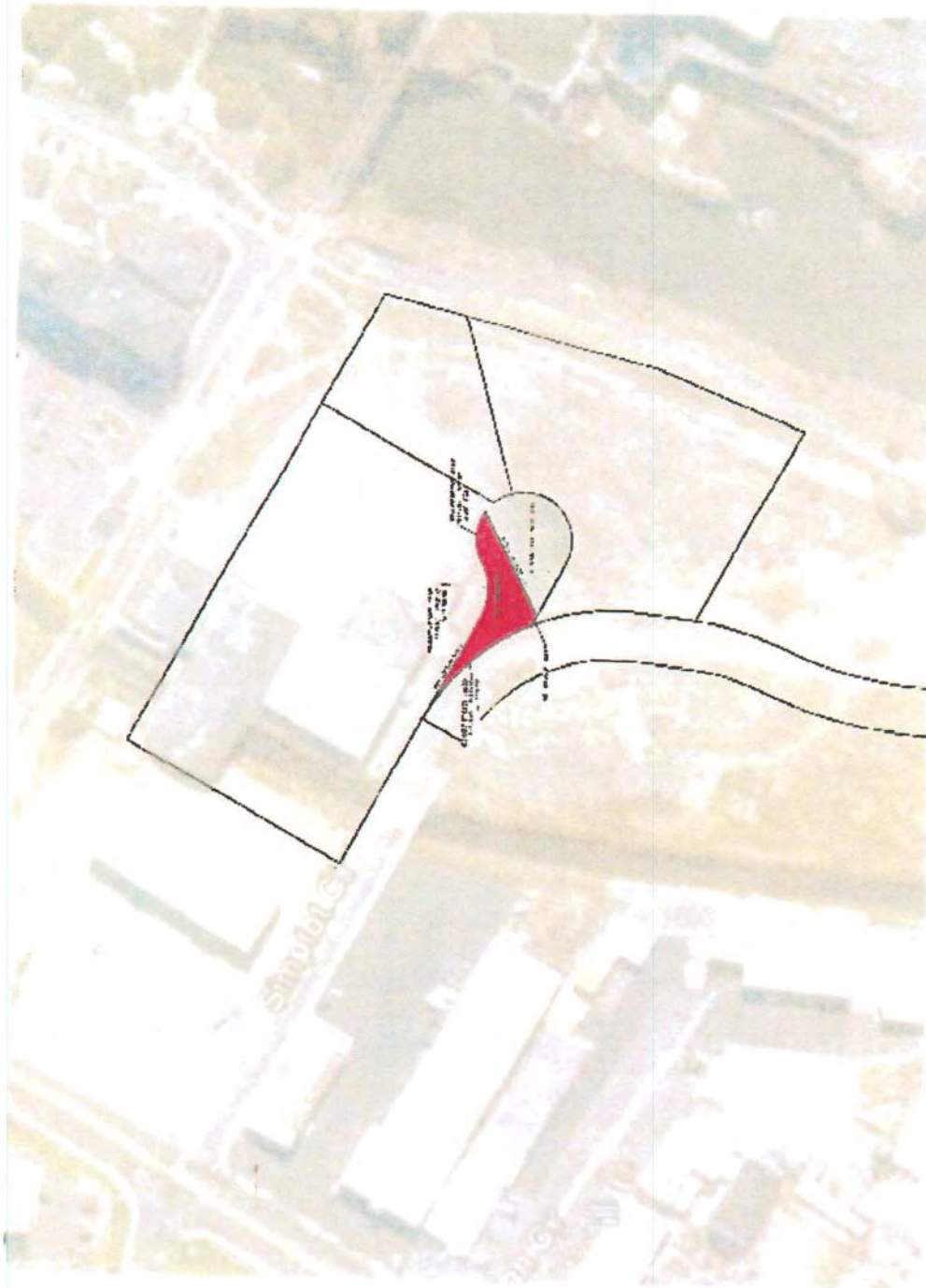
Vacation of Simplot Circle CRLand LLC Property

Part of the NE 1/4 of Section 24, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho, being a portion of Simplot Circle Street in the City of Idaho Falls described as:

Commencing at the North 1/4 corner of said Section 24; thence S 0°17'36"E 1874.50 feet along the north-south center line of said Section 24; thence N 90°00'00" E 1575.80 feet to a point on the Southerly Right-of-Way line of Simplot Circle and the Point of Beginning; thence N 62°30'23"E 119.73 feet to a point on the Northerly Right-of-Way line of said Simplot Circle and a point on a non-tangent curve; thence along the Right-of-Way line of said Simplot Circle the following two (2) calls; 1) thence to the right along said curve 152.03 feet (Curve Data $\Delta = 174^\circ 12' 52''$ R = 50.00') chord bears S 31°48'56"W 99.87 feet; 2) thence N 61°04'38"W 61.19 feet to the Point of Beginning.

Parcel contains 0.154 acres.







City of Idaho Falls
PUBLIC WORKS DIVISION

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

M E M O R A N D U M

To: Chris H Fredericksen, P.E., Public Works Director
From: Kent J. Fugal, P.E., PTOE, City Engineer *KJF*
Date: March 18, 2016
Subject: **Request to Vacate Easements Associated with Taylor Crossing on the River Division 12 – Section 24, T2N, R37E**

On February 11, 2016 the City Council authorized the City Attorney to prepare necessary documents to vacate the various easements in the area of Taylor Crossing in the River, Division 12 that are no longer being utilized or are being covered under other platted easements. Council action on this vacation ordinance should occur after approval of the Division 12 final plat.

Attached are three copies of the Easement Vacation Ordinance prepared by the City Attorney for the subject vacation.

If everything meets your approval, please submit the documents to the Mayor and City Council for consideration and, if approved, authorization for the Mayor's signature.

cc: Robert Cox

2-37/24/144
2-38-31-4

ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF PUBLIC EASEMENTS LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENTS SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, some of the easements are no longer being utilized; and

WHEREAS, the easements being utilized are covered by platted easements; and

WHEREAS, the City would like to eliminate overlapping easements.

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

SECTION 1. Vacation. The following easements on the properties in Section 24 to the City of Idaho Falls, Bonneville County, Idaho, (the "County") as shown in Exhibit "A" attached hereto and described in Bonneville County Recorder Book 18, Pages 63, 65, and 79, and Instrument Nos. 614432, 614433, 614434, 614435, 731104, and 738750 are hereby vacated.

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

SECTION 3. Easement Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the properties described in Section 1 of this Ordinance be in the same are hereby vacated in its entirety, and shall revert to property owners as follows:

1. Vacation of easement, recorded at the County in Book 18, Page 63, and shown in Exhibit "B" attached hereto and incorporated herein, shall be to JAC Ventures, LLC, an Idaho limited liability company, whose mailing address is 1000 River Walk Drive, Ste. 100, Idaho Falls, ID 83402.
2. Vacation of easement, recorded at the County in Book 18, Page 65, and shown in Exhibit "C" attached hereto and incorporated herein, shall be to CRPlace, LLC, an Idaho limited liability company, whose mailing address is 1070 River Walk Drive, Ste. 200, Idaho Falls, ID 83402, and JAC Ventures, LLC, an Idaho limited liability company, whose mailing address is 1000 Riverwalk Drive, Ste. 100, Idaho Falls, ID 83402, only for the portion of the vacated easement where such respective entity is the underlying owner.

3. Vacation of easement, recorded at the County in Book 18, Page 79, and shown in Exhibit "D" attached hereto and incorporated herein, shall be to CRPlace, LLC, an Idaho limited liability company, whose mailing address is 1070 Riverwalk Drive, Ste. 200, Idaho Falls, ID 83402, and CRLAND, LLC, an Idaho limited liability company, whose mailing address is 1070 Riverwalk Drive, Ste. 200, Idaho Falls, ID 83402, only for the portion of the vacated easement where such respective entity is the underlying owner.
4. Vacation of easement, recorded at the County as Instrument No. 614432 and shown in Exhibit "E" attached hereto and incorporated herein, shall be to D & A Commercial Warehousing, LLC, an Idaho limited liability company, whose mailing address is P.O. Box 51092, Idaho Falls, ID 83405, and MCOMM Utah, LLC, an Idaho limited liability company, whose mailing address is P.O. Box 1604, Idaho Falls, ID 83403-1604, and CRLand, LLC, an Idaho limited liability company, whose mailing address is 1070 Riverwalk Drive, Ste. 200, Idaho Falls, ID 83402, only for the portion of the vacated easement where such respective entity is the underlying owner.
5. Vacation of easement, recorded at the County as Instrument No. 614433 and shown in Exhibit "F" attached hereto and incorporated herein, shall be to JAC Ventures, LLC, an Idaho limited liability company, whose mailing address is 1000 Riverwalk Drive, Ste. 100, Idaho Falls, ID 83402, and CRPlace, LLC, an Idaho limited liability company, whose mailing address is 1070 Riverwalk Drive, Ste. 200, Idaho Falls, ID 83402, only for the portion of the vacated easement where such respective entity is the underlying owner.
6. Vacation of easement, recorded at the County as Instrument No. 614434 and shown in Exhibit "G" attached hereto and incorporated herein, shall be to JAC Ventures, LLC, an Idaho limited liability company, whose mailing address is 1000 Riverwalk Drive, Ste. 100, Idaho Falls, ID 83402.
7. Vacation of easement, recorded at the County as Instrument No. 614435 and shown in Exhibit "H" attached hereto and incorporated herein, shall be to JAC Ventures, LLC, an Idaho limited liability company, whose mailing address is 1000 Riverwalk Drive, Ste. 100, Idaho Falls, ID 83402.
8. Vacation of easement, recorded at the County as Instrument No. 731104 and shown in Exhibit "I" attached hereto and incorporated herein, shall be to CRLand, LLC, an Idaho limited liability company, whose mailing address is 1070 Riverwalk Drive, Ste. 200, Idaho Falls, ID 83402, and D & A Commercial Warehousing, LLC, an Idaho limited liability company, whose mailing address is P.O. Box 51092, Idaho Falls, ID 83405, only for the portion of the vacated easement where such respective entity is the underlying owner.
9. Vacation of easement, recorded at the County as Instrument No. 738750 and shown in Exhibit "J" attached hereto and incorporated herein, shall be to CRLand, LLC, an Idaho limited liability company, whose mailing address is 1070 Riverwalk Drive, Ste. 200, Idaho Falls, ID 83402, and JAC Ventures, LLC, an Idaho limited liability company, whose mailing address is 1000 Riverwalk Drive, Ste. 100, Idaho Falls, ID 83402, only for the portion of the vacated easement where such respective entity is the underlying owner.

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this ____ day of March, 2016.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

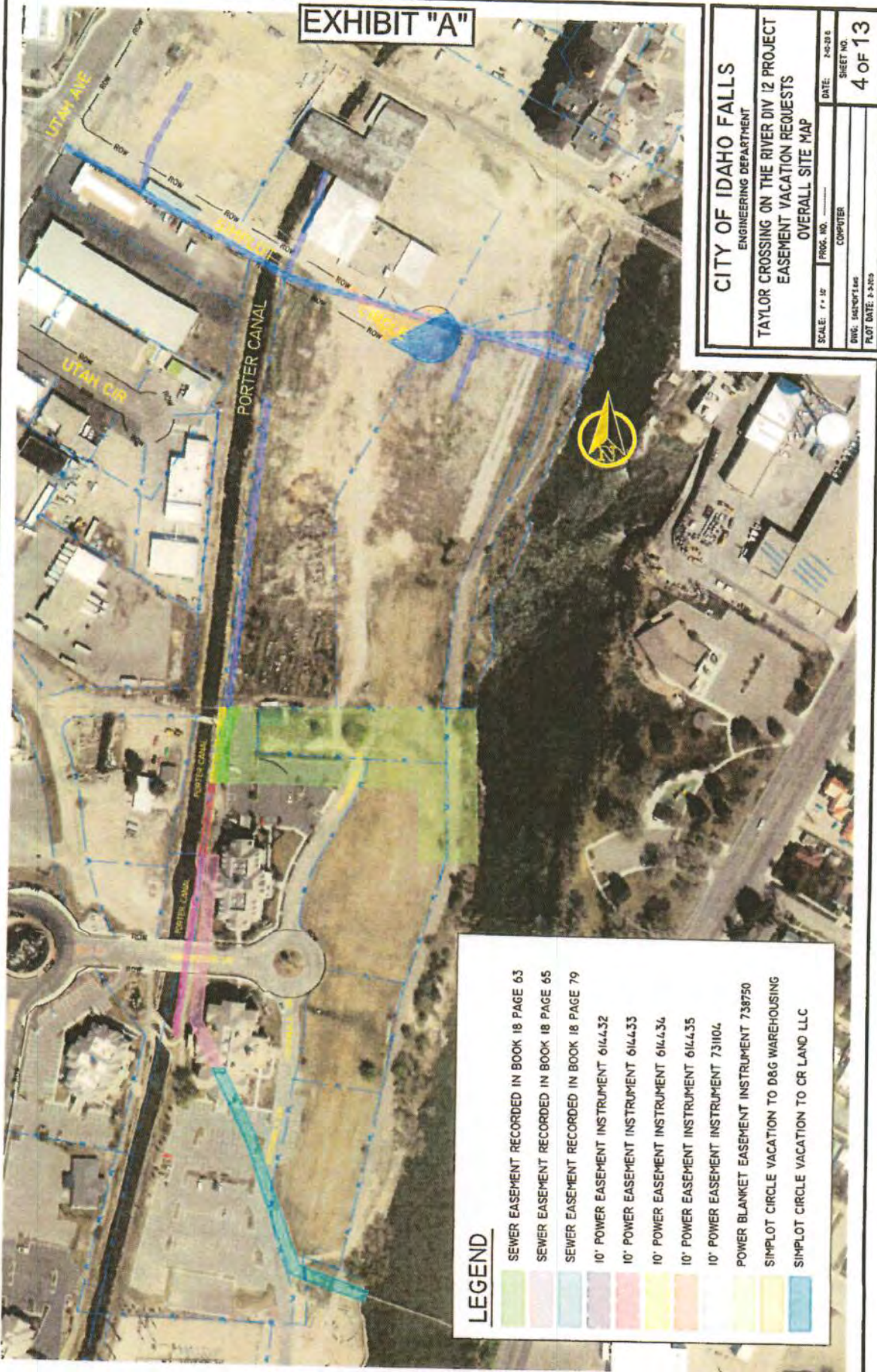
I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF PUBLIC EASEMENTS LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENTS SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton
City Clerk

(SEAL)

EXHIBIT "A"



LEGEND

- SEWER EASEMENT RECORDED IN BOOK 18 PAGE 63
- SEWER EASEMENT RECORDED IN BOOK 18 PAGE 65
- SEWER EASEMENT RECORDED IN BOOK 18 PAGE 79
- 10' POWER EASEMENT INSTRUMENT 614432
- 10' POWER EASEMENT INSTRUMENT 614433
- 10' POWER EASEMENT INSTRUMENT 614434
- 10' POWER EASEMENT INSTRUMENT 614435
- 10' POWER EASEMENT INSTRUMENT 731104
- POWER BLANKET EASEMENT INSTRUMENT 738750
- SIMPLOT CIRCLE VACATION TO D&G WAREHOUSING
- SIMPLOT CIRCLE VACATION TO CR LAND LLC

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

TAYLOR CROSSING ON THE RIVER DIV 12 PROJECT
EASEMENT VACATION REQUESTS
OVERALL SITE MAP

SCALE: 1" = 10' DATE: 2-2-2016

PROG. NO. COMPUTER SHEET NO.

4 OF 13

DWG. SUBMITTAL DATE: 2-2-2016

EXHIBIT "B"

SCALE



BK 18 PG 63
SEWER EASEMENT
20' WIDE



RIVERWALK DR

PORTER CANAL

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

TAYLOR CROSSING ON THE RIVER DIV 12 PROJECT
PUBLIC SEWER EASEMENT VACATION REQUEST

BOOK 18, PAGE 63

SCALE: 1" = 40'

PROG. NO.

DATE: 2-5-2015

COMPUTER

DWG: EASEMENTS.dwg

PLOT DATE: 2-3-2016

SHEET NO.

5 OF 13

EXHIBIT "C"

SCALE



BK 18 PG 65
SEWER EASEMENT
20' WIDE

PORTER CANAL

BRIDGEPORT DR

RIVERWALK DR

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

TAYLOR CROSSING ON THE RIVER DIV 12 PROJECT
PUBLIC SEWER EASEMENT VACATION REQUEST

BOOK 18, PAGE 65

DATE: 2-3-2015

SHEET NO.

6 OF 13

PROG. NO.

COMPUTER

DWG: EASEMENTS.dwg

PLOT DATE: 2-3-2016

EXHIBIT "D"

SCALE



BK 18 PG 79
SEWER EASEMENT
20' WIDE

RIVERWALK DR

TO PANCHERI DR

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

TAYLOR CROSSING ON THE RIVER DIV 12 PROJECT
PUBLIC SEWER EASEMENT VACATION REQUEST

BOOK 18, PAGE 79

SCALE: 1" = 60' PROG. NO. DATE: 2-5-2016

DWG: EASEMENTS.DWG COMPUTER

PLOT DATE: 2-5-2016 SHEET NO. 7 OF 13

EXHIBIT "E"

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

TAYLOR CROSSING ON THE RIVER DIV 12 PROJECT
PUBLIC POWER EASEMENT VACATION REQUEST

INST 614432

DATE: 2-3-2015

SHEET NO.

8 OF 13

SCALE: 1" = 150'

PROG. NO.

COMPUTER

DWG: EASEMENTS.dwg

PLOT DATE: 2-3-2016

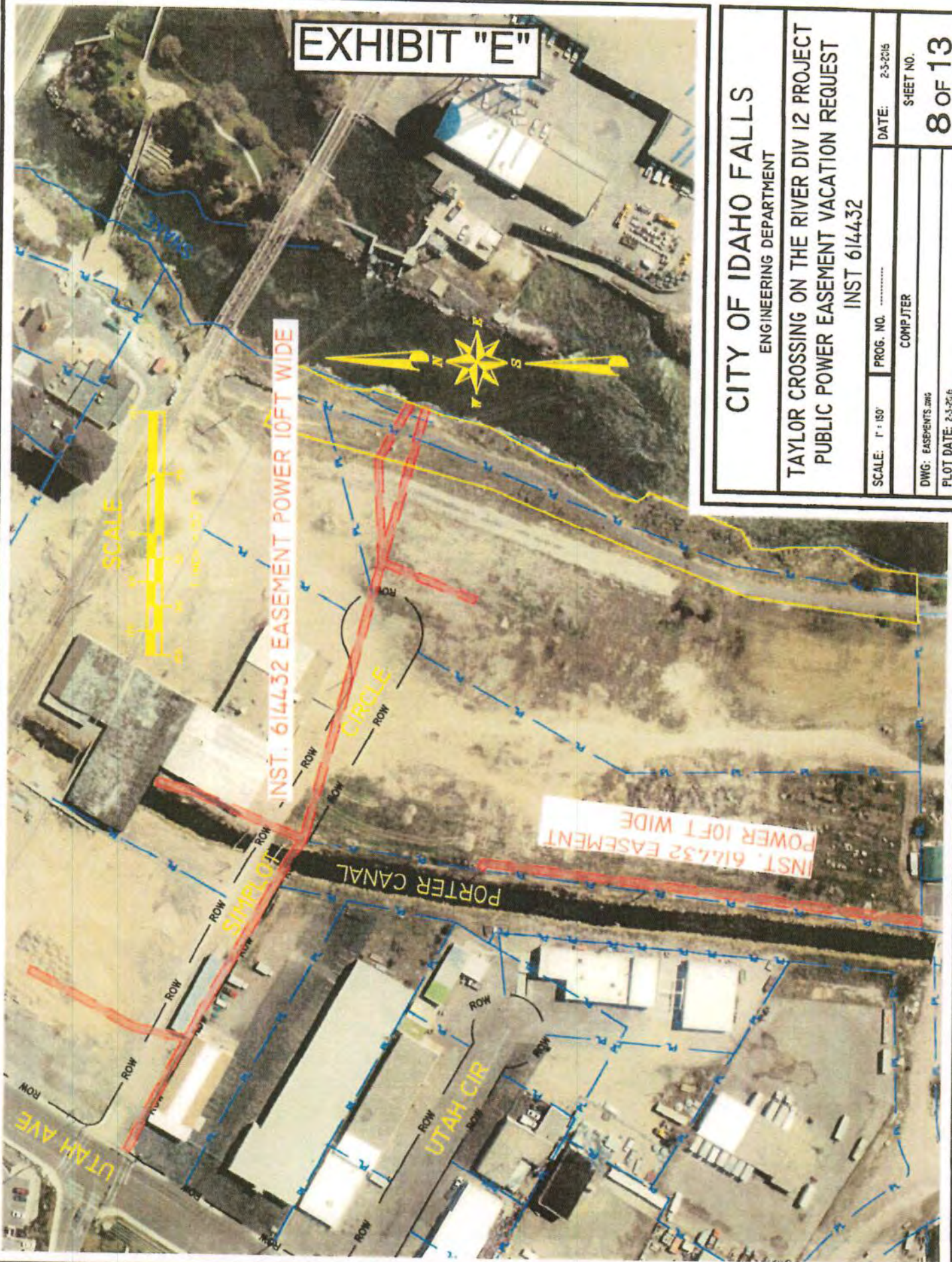


EXHIBIT "F"



INST. 614433 POWER
EASEMENT 10' WIDE

PORTER CANAL

BRIDGEPORT DR

RIVERWALK DR

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

TAYLOR CROSSING ON THE RIVER DIV 12 PROJECT
PUBLIC POWER EASEMENT VACATION REQUEST

INST 614433

SCALE: 1" = 60'	PROG. NO. *****	DATE: 2-3-2015
DWG: EASEMENTS.dwg	COMPUTER	SHEET NO.
PLOT DATE: 2-3-2016		9 of 13

EXHIBIT "G"



INST. 614434 POWER
EASEMENT 10' WIDE

RIVERWALK CR

PORTER CANAL

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

TAYLOR CROSSING ON THE RIVER DIV 12 PROJECT
PUBLIC POWER EASEMENT VACATION REQUEST

INST 614434

SCALE: 1" = 60'	PROG. NO.	DATE: 2-3-2016
DWG: EASEMENTS.dwg	COMPUTER	SHEET NO.
PLOT DATE: 2-3-2016		10 OF 13

EXHIBIT "H"

SCALE

1 INCH = 200 FT.

INST. 614435 POWER
EASEMENT 10' WIDE

CITY OF IDAHO FALLS

ENGINEERING DEPARTMENT

TAYLOR CROSSING ON THE RIVER DIV 12 PROJECT
PUBLIC POWER EASEMENT VACATION REQUEST

INST 614435

SCALE: 1" = 60'

PROG. NO.

DATE: 2-3-2016

COMPUTER

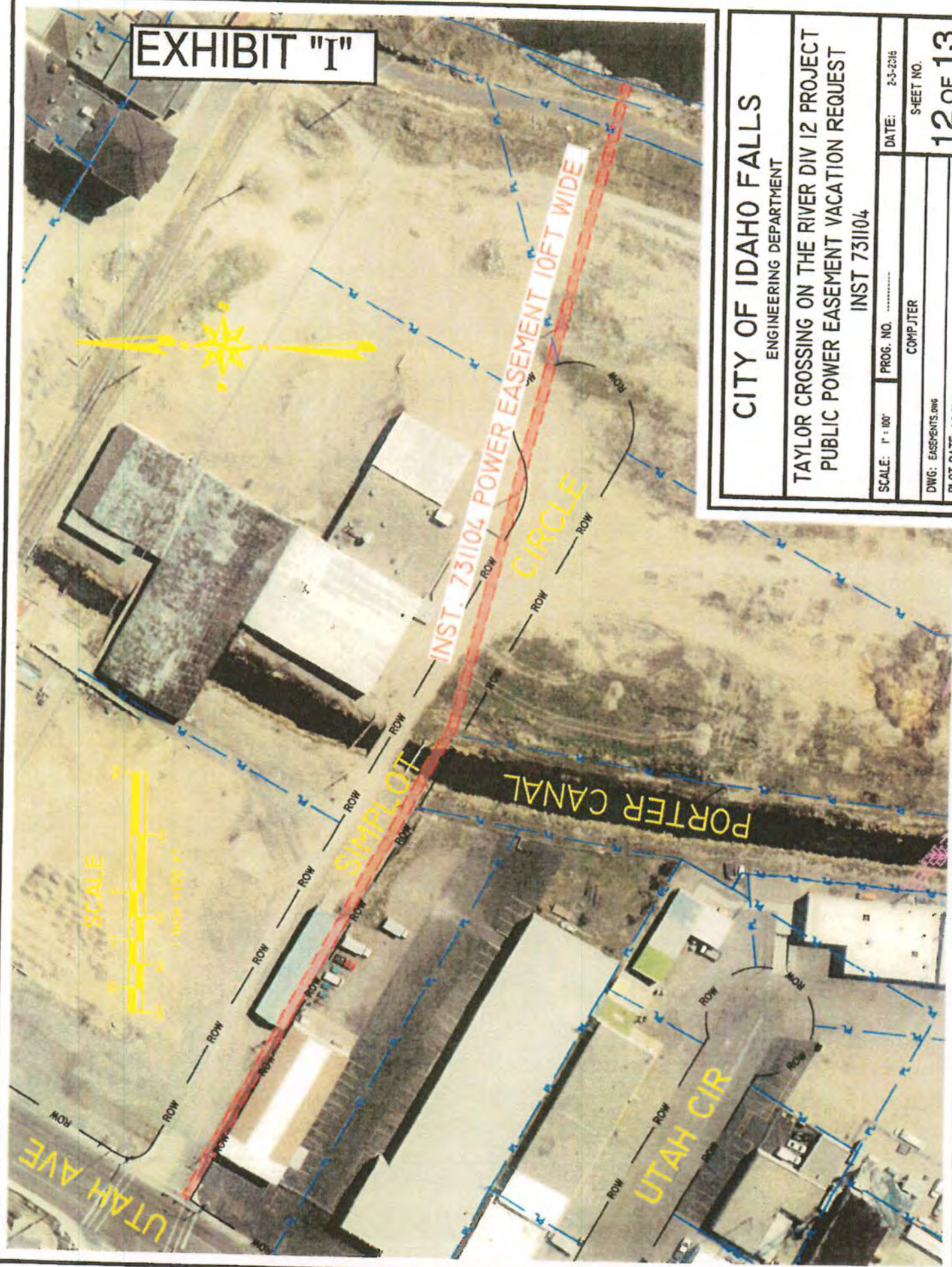
SHEET NO.

DWG: EASEMENTS.dwg

PLOT DATE: 2-3-2016

11 OF 13

EXHIBIT "I"



CITY OF IDAHO FALLS

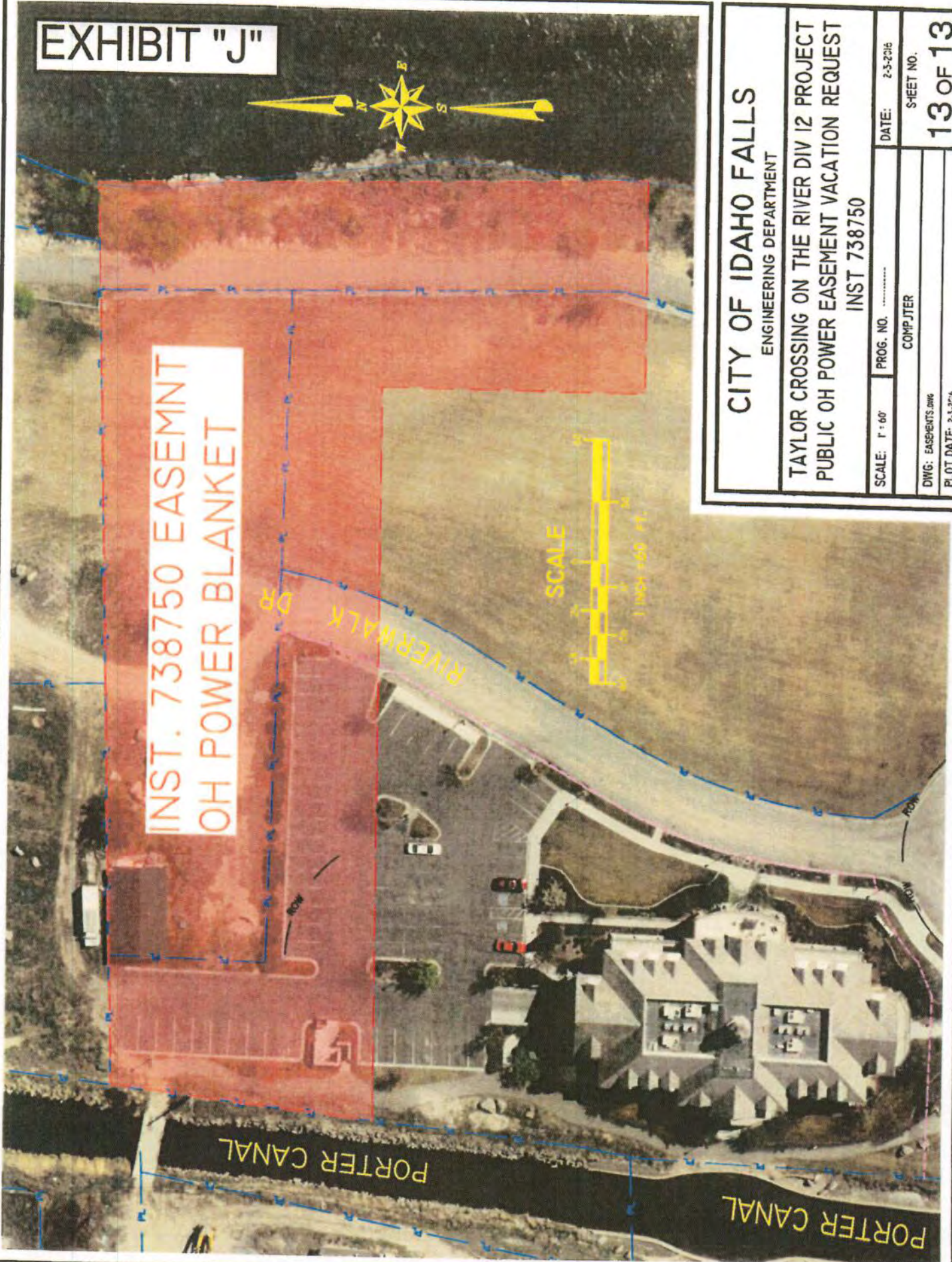
ENGINEERING DEPARTMENT

TAYLOR CROSSING ON THE RIVER DIV 12 PROJECT
PUBLIC POWER EASEMENT VACATION REQUEST

INST 731104

SCALE: 1" = 100'	PROG. NO.	DATE: 2-3-2016
DWG: EASEMENTS.dwg	COMPUTER	SHEET NO.
PLOT DATE: 2-3-2016		12 of 13

EXHIBIT "J"



CITY OF IDAHO FALLS ENGINEERING DEPARTMENT

TAYLOR CROSSING ON THE RIVER DIV 12 PROJECT
PUBLIC OH POWER EASEMENT VACATION REQUEST
INST 738750

SCALE: 1" = 60'	PROG. NO.	DATE: 2-3-2016
DWG: EASEMENTS.dwg	COMPTER	SHEET NO.
PLOT DATE: 2-3-2016		13 OF 13



BGC-026-16

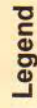
TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing, Division No. 12
DATE: March 3, 2016

Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing, Division No. 12. The Planning and Zoning Commission considered this application at its December 1, 2015 meeting and recommended approval by a unanimous vote with conditions that additional public access to the greenbelt be provided. This is accommodated in the development agreement. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity Map
Aerial Photo
Final Plat
Staff Report, December 1, 2015
P&Z Minutes, December 1, 2015
Development Agreement
Reasoned Statement of Relevant Criteria and Standards

CC: Kathy Hampton, City Clerk
File





2000

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R-2

R-3A

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RSC-

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CC-1

M-1

RMH

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PT-28

POD

T-2

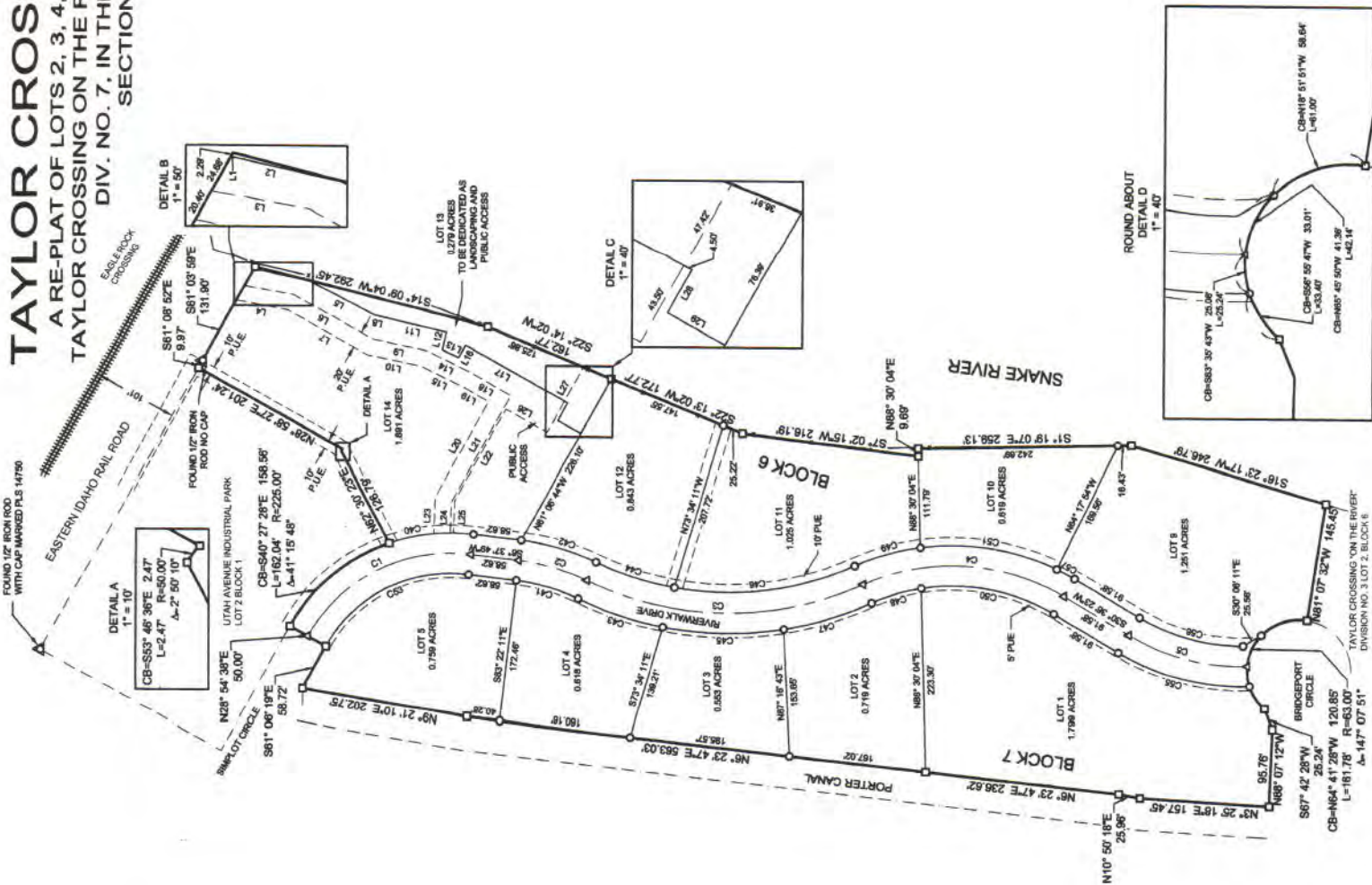
30' Se

City Line

Area of N

Date: 11/11





IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Final Plat
Taylor Crossing "On the River" Division No. 12
December 1, 2015



Community
Development
Services Department

Applicant: Harper-Leavitt Engineering INC.

Location: Generally located at the end of Simplot Circle and including an extension of River Walk Drive

Size: 11.77 acres

Existing Zoning:

Site: CC-1

North: CC-1 & I&M-1

South: CC-1

East: CC-1 & I&M-1

West: R-1 (Snake River Greenbelt)

Existing Land Use:

Site: Commercial/Vacant

North: Commercial

South: Commercial

East: Commercial

West: Commercial/
Industrial

Future Land Use Map:

Commercial/ Greenbelt
Mixed Use

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 Taylor Crossing "On the River" Division No. 12.

History: Portions of this area have been previously platted as parts of various Divisions of Taylor Crossing and Utah Avenue Industrial Park. The area is largely undeveloped except for an office building that has been developed on what will be Lot 1. A revised preliminary plat was approved for this area in 2005.

Staff Comments: The plat includes 11.77 acres. The subdivision includes ten commercial lots. This area is bound by the Porter Canal on the west and the Snake River greenbelt and river on the east. The lots will have frontage onto River Walk Drive which will be extended from Simplot Circle, on the north, south to the existing round-a-bout with Bridgeport Drive.

The City is currently in the process of reviewing the design of the round-a-bout at Bridgeport and River Walk Drives. It's possible that design modifications from the City's consultant will result in minor changes to the geometry of River Walk Drive. This could also result in minor changes to lot boundaries. The proposed design is supposed to be completed in December. The City Engineer would recommend the approval of the plat be conditioned that the applicant make any necessary changes to accommodate the round-a-bout's design prior to the plat proceeding to City Council. The applicant is aware of the City project and is willing to accommodate this request.

The CC-1 Zone does not require minimum area, frontage or size requirements for commercial development. All of the lots area of sufficient size to accommodate commercial development.

Staff Recommendation: Staff has reviewed the plat and finds it in compliance with the approved preliminary plat and 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.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	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.	River Walk Drive: Local

Comprehensive Plan Policies:

Regional commercial centers should be located approximately at or within one-half mile from major state thoroughfares and be served by existing arterial streets. Convenient access and visual exposure are important to the success of regional commercial centers. Utilizing existing state highways and arterial streets with excess capacity will reduce future public costs.

Access to commercial properties shall be designed to minimize disruptive effects on traffic flow.

Every driveway is an intersection. To remove impediments on traffic flow, access should be governed by the principles found in *2012 Updated Access Management Plan* prepared by the Bonneville Metropolitan Planning Organization. Besides limiting the number of access drives, shared accesses should also be explored when reviewing new developments.

Encourage the development of niches along Snake River and in the central portion of Idaho Falls.

Assure the uses adjacent to the Greenbelt are compatible with the Greenbelt development.

Zoning Information:

10-3-15 – CC-1 CENTRAL COMMERCIAL ZONE

(A) Objectives and Characteristics of Zone. The objectives in establishing the CC-1 Central Commercial Zone is to create and maintain a dominant shopping and financial center of the City and surrounding territory. For this reason the Zone has been located in the central part of the City where the street pattern makes the business buildings readily accessible to all parts of the City and surrounding region, and where business and shopping activities can be carried on with maximum convenience. The CC-1 Central Commercial Zone is characterized by clean, well-lighted streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Attractive, inviting, and well maintained shops, stores, offices and other buildings are also characteristic of this Zone. On the other hand, uses which tend to create business "dead spots," cause undue scattering of business, and generally tend to thwart the use of the land for its primary purpose, have been excluded from this Zone. In order to accomplish the objectives and purposes of this Zoning Code and to promote the characteristics of this zone, the following regulations shall apply in the CC-1 Zone:

(B) Use Regulations. The following uses shall be permitted in the CC-1 Zone: Uses in RSC-1 (1) Air Conditioning Service Establishments (2) Amusement Enterprises (Penny Arcades, Carousels, Swimming Pools, Dance Halls) Auction Houses (3) Antique Shops (4) Apartment Houses (5) Appliance Shops (6) Assembly of Appliances from previously prepared parts (7) Auto Body and Fender Shops (8) Auto Painting (9) Automobile Sales lots (10) Automobile Supply Shops (11) Bakeries (wholesale & Retail) (12) Beer Parlors, Taverns, and Cocktail Lounges (13) Boat Sales and Repair (14) Broadcasting Studios (15) Building Supply Stores except material sales yards and accessory storage buildings (16) Canvas Products Sales and Fabrication (onsite sale only) (17) Catering Services (food) (18) Clubs and Fraternal Societies (19) Engraving, Printing (20) Furniture Stores (21) Garages - Commercial, but not including the storage of wrecked or dismantled automobiles (22) Glass Cutting and Installation (23) Hotels, Motels (24) Laundries (25) Manufacturing and assembling of material accomplished with building (26) Offices and Office Buildings (27) One (1), Two (2), Three (3) Family Dwellings when located above the ground floor (28) Parking Lots and Structures (29) Pawn Shops (30) Plumbing and Carpenter and, similar craft shops Public and Utilities Buildings and Facilities and (31) Structures (32) Service Stations (33) Signs as permitted by sign code (34) Taxi Stands, Bus Depots, Heliport & Passenger Railroad Stations (35) Upholstery Stores and Repair Shops (36) Wholesale with Stock on Premises, excluding storage warehouse (37) Other Similar Uses as Ruled by City Council

(C) Area, Frontage, Location, Height, and Size Requirements. There shall be no area, frontage, location, height, and size requirements for commercial buildings and structures constructed in accordance with the Building Code, except for gasoline pumps and area needed to comply with

off-street parking requirements. For apartment houses, court apartments, and other multiple dwellings, area, frontage, location, height and size requirements shall be the same as for dwellings in the R-3 Zone, except that no requirements shall apply to dwellings located above the ground floor when said ground floor is devoted exclusively to a commercial use permitted in the zone.

(D) Special Provisions. (1) All off-street parking spaces shall be hard surfaces. (2) All merchandise, equipment, and other materials (except for seasonal items on a temporary basis such as nursery stock and except for vehicles in running order) shall be stored within an enclosed building or within a sight obscuring enclosure. (3) No dust, odor, smoke, vibrations, glare or noise shall be emitted which is discernible beyond the premises, except from normal movement of automobile traffic.

(E) See Supplementary Regulations to Zones.

December 1, 2015

7:00 p.m.

Planning Department
Council Chambers

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

MEMBERS ABSENT: James Wyatt.

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

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

CHANGE TO AGENDA: Beutler asked if they could begin the meeting with the Business on the final plat, Taylor Crossing on the River, Division No. 12.

Minutes: Morrison had minor typographical changes to the minutes of November 3, 2015.

Swaney moved to approve the minutes of November 3, 2015 with the requested changes, Josephson seconded the motion and it passed unanimously.

Business:

1. Final Plat: Taylor Crossing on the River, Division No. 12. Beutler presented the staff report, a part of the record. Cosgrove asked and Beutler confirmed that restaurants and bars are allowed in a CC-1 zone. Cosgrove asked if the City is wanting dedicated foot paths for the access requested. Beutler stated that there are some utility easements between the lots and it would be a matter of changing the note on the plat to be a utility and access easement so that it would allow the City to improve that access as the lots develop. Cosgrove clarified that the City's concept is that you could walk the Greenbelt and walk up to the business, restaurant, etc. Black asked if the plat goes over the City's sidewalk. Beutler clarified that the plat area is all on private land. Black asked what the distance or frontage between the sidewalk and the building. Beutler stated it will vary depending on the type of construction as there is not a minimum set back requirement. Black asked about the building to the west of Lot 14. Beutler stated that the buildings shown are in the process of being removed, but were industrial type buildings and are outside of the proposed plat boundary. Cosgrove asked if there is a footbridge over the canal. Beutler stated that Simplot Circle goes over the canal and the roundabout by Bridgeport has access over the canal. Beutler added that there is an access bridge over the canal. Cosgrove asked if there is an easement on the eastern shore of the canal for maintenance. Beutler stated he is unsure if that easement is recorded on the property and deferred to the applicant for further information. Dixon asked about Riverwalk appearing to not have a dedicated right-of-way south of the plat. Beutler stated that everything south of the roundabout at Bridgeport is a private road and everything north will become a public dedicated road. Cramer stated that Riverwalk south of Bridgeport is

private to Pancheri. Cramer stated that the Redevelopment Agency is engaged and interested in turning all of Riverwalk Drive into a public street. Cramer stated there are some challenges due to it being developed currently as a private street, including property acquisition, owner participation and funding.

Applicant:

Blake Jolley, Harper Leavitt Engineering, 985 N. Capital Ave., Idaho Falls, ID 83402. Jolley stated that there has been a lot of behind the scenes work to get this project ready to present to the Commission. Jolley stated they met with the adjacent property owner, Doug Hicks (Idaho Packaging), to disclose what they intend to do with Simplot Circle and in the area. Jolley stated that Hicks was fully on board with the plans. Jolley stated that the plat goes up against the service easement for the canal. Jolley stated that New Sweden Irrigation District requires a 16' flat surface on both sides of the canal. Jolley stated that the right-of-way has been taken out of the plat, so the Irrigation District will be able to maintain their service. Cosgrove asked if the canal company will maintain the access bridge. Jolley stated he does not believe the Irrigation District maintains the bridge even though it is in the right-of-way. Jolley stated he did not talk to the Irrigation District about the footbridge where it is outside of the plat. Jolley stated that the Redevelopment Agency does want to see some additional access to the pathway and Jolley's client is sensitive to that and wants to maintain as much access to the pathway as possible. Jolley stated that the location of the access points have not been determined and that will come as the property develops and there is plan for utilities and storm water. Cosgrove asked about the intentions with Lot 13. Jolley deferred to Jeff Stokes of Woodbury Corporation (Developer).

Jeff Stokes, Woodbury Corporation, 6333 North Willow Creek Road, Utah. Stokes stated that Woodbury currently owns and operates the Residence Inn across the railroad tracks from this plat. Stokes stated that originally they were only going to focus on Lot 14 and the original plat ended at the cul-de-sac. Stokes stated that as they discussed added right-of-way with the City and Redevelopment Agency the plat grew. Stokes stated that at the Residence Inn there is a public access easement and public parking that has been partnered with the Redevelopment Agency to allow the public to park and access the parkway from 8-6. Stokes stated that the Residence Inn has a parking agreement with Smitty's. Stokes stated that he has proposed to the Redevelopment Agency to continue the parking easement and access along the new hotel to allow public parking and the public will have access to the stalls adjacent to the park. Stokes stated that Lot 13 is between the parking lot and the Greenbelt. Stokes stated that they propose to tie the area to the parking lot and do improvements to that area to make the park contiguous and that Lot 13 will be given to the City for the access and park improvements. Swaney clarified and Stokes agreed that they acknowledge that after the final plat is approved (1st version), they will make revisions to accommodate comments made by the City before the "real" final plat goes to City Council. Stokes stated there are challenges to work through to give the access that is desired. Stokes stated they have a lot of interest in the property, but no secured commitments for the other lots. Stokes stated that they will have to get the power and the storm to the parkway to tie in. Stokes stated that there are a few places that will make logical sense for trails and pedestrian pathways. Stokes stated that adjacent to the hotel property (Lot 14) there will be public access to the trail. Stokes stated that in the development agreement they can show that they will provide public access and that will be defined later. Wimborne clarified and Stokes agreed that lot 14 will be connected with an improved road to the Residence Inn, so it can be accessed on Broadway and Simplot Circle. Stokes

added that the parking lot will connect through the railroad right of way and the railroad right-of-way will have additional parking. Stokes stated that Lot 14 will be a Springhill Suites Hotel that will be tied into the park. Dixon asked if the rail road line is being abandoned in that area. Stokes stated that they are having discussions with the railroad to understand the rail road's plans. Stokes stated that they have to get the crossing approved by the rail road and they currently have the access and ability to develop within 10 feet of the rail road easement. Dixon stated that this project will develop more in the next few years, and if the rail segment is abandoned then there will be additional land that needs to be platted and potentially some cross access agreements that will need to be developed in the future. Stokes stated that some of the Residence Inn is built in the railroad easement. Stokes stated that they have a large team of attorney's that help them to ensure their access with the railroad. Stokes stated that the Springhill Suites on Lot 14 will not be built in the railroad right-of-way, but they are doing improvements within the parking lot that are in the rail road right of way.

Swaney stated that a lot of effort has gone into preparing the plat and additional effort will be involved in getting the "final" plat to City Council. Swaney stated that the concept and the provision for continued public access and improved public access to the Greenbelt is appreciated and this is the type of development that Swaney believes should be along the river and will support improved use and access for the public and commercial development.

Swaney moved to recommend to the Mayor and City Council approval of the final plat: Taylor Crossing on the River, Division No. 12, as presented, with the understanding that the Applicant will address all of the City's review comments prior to proceeding to City Council, Black seconded the motion and it passed unanimously.

Public Hearings:

1. Amendment to City Code: Amendment to Title 7, Chapter 9, Sign Code of the City of Idaho Falls, City Code.

Beutler presented the staff report, a part of the record. (*Signs*) Cosgrove asked and Beutler agreed that a portable sign could be a sandwich board that can be put out in the morning (Specials of the Day). Beutler stated it is a temporary banner, or sign. Beutler stated there are specific size and placement requirements that are associated with portable signs. Beutler stated that they will open the arterials up to allow the portable signs, regardless of the zoning. Beutler stated that portable signs are allowed in commercial zones, but not in professional office, planned transition and neighborhood commercial zones. Beutler stated that Idaho Credit Union came to the Commission to rezone their property so they could have an electronic sign on the corner of Woodruff. Beutler stated that along commercial corridors the public anticipates signage and so that can be opened up for signage along those corridors. Beutler stated that they decided to maintain the corridors that were listed, and not open it up to all arterials. Dixon asked if the streets that are excluded still have both zones, so there is a potential for one side of the street to have a sign and the other side will not. Beutler stated that they do exist. Dixon asked if the public understood that factor, or did they specifically not want portable signs on that road. Beutler stated that the discussion was more on the electronic message centers. Dixon clarified that they are extending it to portable signs. Beutler stated that they talked a little bit about the portable signs, but more people were concerned about the electronic signs. Dixon stated that he believes it is still arbitrary as they can have a sign on these certain roads, independent of the zone, but on other roads you still have to be in the right zone to have a

DEVELOPMENT AGREEMENT
FOR A PORTION OF TAYLOR CROSSING "ON THE RIVER",
DIVISION NO. 12

This DEVELOPMENT AGREEMENT, for a portion of Taylor Crossing "On the River", Division No. 12, (hereinafter called "AGREEMENT"), made this _____ day of March, 2016, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and IF SPRING, LLC, a Limited Liability Corporation of Utah, (hereinafter called "DEVELOPER"), whose mailing address is 2733 East Parley's Way, Ste. 300, Salt Lake City, UT 84109.

W I T N E S S E T H:

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

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

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

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

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

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

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

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this Agreement, including special conditions, are constructed; and,

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

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

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

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

1. **Approval of Subdivision.** CITY hereby approves the Subdivision plat and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. **Improvement Plans.** DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and CITY Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights of way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, CITY Engineer of final Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The final Improvement Plans shall also show the proposed location of other public utilities (telephone, gas, and electricity,) and irrigation facilities affected by the development of such phase or division of the Subdivision. Such Preliminary Improvement Plans are incorporated herein by reference as though set out in full and the final Improvement Plans shall also, upon approval by CITY Engineer, be deemed to be incorporated herein by reference.

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

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

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

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

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

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

holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. Subject to Section 12 of this Agreement, DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

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

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

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

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct all ditches, headgate structures, culverts, siphons, drywells, or other similar appurtenant structures that will be



impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. Subject to Section 12 of this Agreement, DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

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

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

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

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

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
 - B. Withhold the connection of water, sewer, or electric service to any property located within any phase or division of the Subdivision affected by such default;
 - C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
 - D. Issue a stop work order for any building under construction within any phase or
- DEVELOPMENT AGREEMENT – A PORTION OF TAYLOR CROSSING ON THE RIVER, DIV. 12



division of the Subdivision affected by such default;

- E. Withhold reimbursement of Subdivision inspection fees collected pursuant to Section 10-1-19 of City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

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

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

21. Water Rights Disclosure Prior to the approval of the Subdivision plat, DEVELOPER shall provide notice upon the plat identifying the irrigation district that includes all lots within the plat, declaring that the water system of CITY constitutes a suitable water delivery system for such lots and property, and declares that that all property within the plat will remain subject to assessments levied by the irrigation district. DEVELOPER shall enter into an agreement that confirms that CITY shall pay all assessments for the property in the plat to the irrigation district unless CITY files a petition requesting exclusion from the district, which CITY may do at any future date.

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

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

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



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

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

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

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


ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

IF SPRING, LLC, a Utah limited liability company
By: *WOODBURY CORPORATION, ITS MANAGER.*

By  _____
Scott S. Bishop, Vice President

By  _____
Jonathan Woodbury, Vice President

STATE OF UTAH)
) ss:
County of Salt Lake)

On this 18th day of March, 2016, before me, the undersigned, a notary public, in and for said State, personally appeared Scott Bishop and Jonathan Woodbury, known or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same on his own behalf.

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



Heather Burt
Notary Public of Utah
Residing at: Salt Lake
My Commission Expires: Nov 7, 2018

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: _____

[Handwritten signature]

EXHIBIT A
A PORTION OF TAYLOR CROSSING "ON THE RIVER", DIVISION NO. 12
Division No. 12 Roadway

Part of the Government lot 2 and 3 of Section 24, Township 2 North, Range 37 East, B.M., in the CITY of Idaho Falls, Bonneville County, Idaho described as:

Commencing at the North $\frac{1}{4}$ corner of said Section 24; thence S $0^{\circ}17'36''$ E 1800.83 feet along the monumented north-south center line of said Section 24; thence N $90^{\circ}00'00''$ E 1442.96 feet to the Point of Beginning; thence N $28^{\circ}54'38''$ E 50.00 feet to a point of curve; thence to the right along said curve 265.93 feet (Curve Data $\Delta = 67^{\circ}43'11''$ R = 225.00) chord bears S $27^{\circ}13'46''$ E 250.72 feet; thence S $06^{\circ}37'49''$ W 58.62 feet to a point of curve; thence to the right along said curve 95.49 feet (Curve Data $\Delta = 18^{\circ}55'05''$ R = 289.20) chord bears S $16^{\circ}05'22''$ W 95.06 feet to a point of reverse curve; thence to the left along said curve 325.78 feet (Curve Data $\Delta = 50^{\circ}08'22''$ R = 372.27) chord bears S $00^{\circ}28'43''$ W 315.48 feet to a point of reverse curve; thence to the right along said curve 278.61 feet (Curve Data $\Delta = 55^{\circ}11'51''$ R = 289.20) chord bears S $03^{\circ}00'27''$ W 267.96 feet; thence S $30^{\circ}36'23''$ W 91.58 feet to a point of curve; thence to the left along said curve 166.68 feet (Curve Data $\Delta = 58^{\circ}37'56''$ R = 162.88') chord bears S $01^{\circ}36'46''$ W 159.50 feet to a point of reverse curve; thence to the right along said curve 46.87 feet (Curve Data $\Delta = 38^{\circ}37'43''$ R = 69.52') chord bears S $10^{\circ}41'03''$ E 45.99 feet to a point on the northerly boundary of Taylor Crossing "On the River" Division No. 3 Lot 2 Block 6; thence N $81^{\circ}29'59''$ W 6.66 feet to a point of a non-tangent curve; thence to the left along said curve 102.55 feet (Curve Data $\Delta = 147^{\circ}02'57''$ R = 63.00') chord bears N $64^{\circ}33'53''$ W 120.83 feet; thence S $66^{\circ}58'27''$ W 25.24 feet; thence N $80^{\circ}21'44''$ E 15.04 feet to a point of curve; thence to the left along said curve 18.24 feet (Curve Data $\Delta = 28^{\circ}31'16''$ R = 36.64') chord bears N $60^{\circ}27'00''$ E 18.05 feet to a point of reverse curve; thence to the right along said curve 29.64 feet (Curve Data $\Delta = 21^{\circ}01'54''$ R = 80.75') chord bears N $51^{\circ}57'00''$ E 29.48 feet to a point of reverse curve; thence to the left along said curve 23.71 feet (Curve Data $\Delta = 32^{\circ}16'43''$ R = 22.50') chord bears N $32^{\circ}16'43''$ E 22.63 feet to a point of reverse curve; thence to the right along said curve 145.15 feet (Curve Data $\Delta = 28^{\circ}31'17''$ R = 291.60') chord bears N $16^{\circ}20'55''$ E 143.66 feet; thence N $30^{\circ}36'23''$ E 91.58 feet to a point of curve; thence to the left along said curve 230.44 feet (Curve Data $\Delta = 55^{\circ}11'50''$ R = 239.20') chord bears N $03^{\circ}00'27''$ E 221.63 feet to a point of reverse curve; thence to the right along said curve 369.53 feet (Curve Data $\Delta = 50^{\circ}08'22''$ R = 422.27) chord bears N $00^{\circ}28'43''$ E 357.85 feet to a point of reverse curve; thence to the left along said curve 78.98 feet (Curve Data $\Delta = 18^{\circ}55'05''$ R = 239.20') chord bears N $16^{\circ}05'22''$ E 78.62 feet; thence N $06^{\circ}37'49''$ E 58.62 feet to a point of curve; thence to the left along said curve 206.84 feet (Curve Data $\Delta = 67^{\circ}43'11''$ R = 175.00') chord bears N $27^{\circ}13'46''$ W 195.01 feet to the Point of Beginning.

Parcel contains 1.452 acres.

Walker to IF Springs L.L.C.
Including 10' strip from Hicks

Part of Lots 3 and 4, Block 1 of Utah Avenue Industrial Park to the CITY of Idaho Falls in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 24, Township 2 North, Range 37 East B.M., Bonneville County, Idaho described as:

Beginning at a point that is S $0^{\circ}17'36''$ E 1877.70 feet along the north-south center line of said Section 24 and East 1569.62 feet from the North $\frac{1}{4}$ corner of said Section 24 and running thence N
DEVELOPMENT AGREEMENT - A PORTION OF TAYLOR CROSSING ON THE RIVER, DIV. 12

62°30'23"E 126.79 feet to point on a non-tangent curve; thence to the right along said curve 2.47 feet (Curve Data $\Delta = 2^\circ 50' 10''$ $R = 50.00'$) chord bears S 53°46'36"E 2.47 feet; thence N 28°58'27"E 201.24 feet to a point on the south right-of-way line of the Eastern Idaho Railroad; thence S 61°08'52"E 9.97 feet along said south line; thence S 61°03'59"E 131.90 feet along said south line; thence S 14°09'04"W 292.45 feet; thence S 22°14'02"W 162.77 feet; thence N 61°06'44"W 226.10 feet; thence N 6°37'49"E 58.62 feet to a point of curve; thence to the left along said curve 103.89 feet (Curve Data $\Delta = 26^\circ 27' 23''$ $R = 225.00'$) chord bears N 6°35'52"W 102.97 feet to the point of beginning.

Parcel contains 2.169 acres.

EXHIBIT B

SPECIAL CONDITIONS FOR A PORTION OF TAYLOR CROSSING "ON THE RIVER", DIVISION NO. 12

S-C 1.00. Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is \$1,660.00 (0.664 acres of CC-1 zone at \$2,500.00 per acre), payable to CITY as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$1,660.00

S-C 2.00. Surface Drainage Fees. The surface drainage fee for this Subdivision is \$2,784.46 (371,802 square feet net area at \$.0075 per square foot), payable to CITY as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$ 2,784.46

S-C 3.00. Installation of Street and Traffic Control Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Such signs shall be installed in the manner and location as directed by the CITY Engineer. DEVELOPER also agrees to pay the sum of \$150.00 simultaneously upon execution hereof, in consideration of the installation by CITY of all traffic control signs necessary for the control of vehicular and pedestrian traffic within the Subdivision.

S-C 4.00 Construction of Sanitary Sewer Line. DEVELOPER agrees to design and construct a twenty-four inch (24") diameter sanitary sewer line within Subdivision in accordance with the approved improvement drawings for this development. CITY acknowledges that an existing eighteen inch (18") sewer line is adequate to serve this subdivision; however, sound planning requires construction of a twenty-four-inch (24") diameter sewer main to serve properties future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision. CITY hereby agrees to reimburse DEVELOPER for that portion of the materials costs of constructing such twenty-four-inch (24") diameter sewer line which exceeds the material costs for constructing an eighteen-inch (18") diameter sewer line as shown on the improvement drawings, subject to the limitations set forth in this Agreement. The obligation of CITY to participate in such costs shall be limited solely to the materials costs and shall not include any participation in design and construction costs. In no event shall CITY have any obligation to pay any portion of such costs which are not specifically approved and authorized by CITY Engineer in writing prior to the commencement of such work. In procuring the bids required under paragraph 11 of this Agreement, DEVELOPER shall obtain and deliver to CITY three (3) itemized bids, each of which separately identifies the material cost for such eighteen-inch (18") and twenty-four inch (24") diameter sewer mains.

Nothing in this Special Condition 4.00 shall preclude the payment of cost of the sanitary sewer line, including materials costs and labor costs, should it be deemed eligible for funding by the Idaho Falls Urban Renewal Agency ("Agency"), through Agency's revenue allocation funding.

S-C 5.00 Sanitary Sewer Line within the Railroad Property. CITY intends to design and construct a twenty-four-inch (24) diameter sanitary sewer line that will replace the existing eighteen-inch (18) diameter sanitary sewer line located underneath the railroad tracks owned by Eastern Idaho Railroad, Inc. to the north of the Subdivision. DEVELOPER and CITY shall use good faith efforts to coordinate their efforts and respective work, and to coordinate their connections to each other's respective portions

DEVELOPMENT AGREEMENT - A PORTION OF TAYLOR CROSSING ON THE RIVER, DIV. 12 PAGE 11 OF 12

of the 24" diameter sewer line. The work to be completed by CITY herein shall in no way effect CITY's approval of the final plat or acceptance by CITY Engineer of the public improvement located within the Subdivision.

The DEVELOPER will arrange to coordinate the construction the line per the improvement drawings within the railroad property with the railroad company.

S-C 6.00. Storm Drainage. DEVELOPER shall design and construct bioswales, overland and underground creeks, detention basins and ponds as shown on the Improvement Plans. Such improvements shall comply with CITY Standards and Storm Water Runoff Policy. DEVELOPER shall be the owner and shall be responsible for the operation and maintenance of all storm water facilities associated with this Development. At such time improvements for the South storm pond improvements are accepted by CITY Engineer. All such improvements located within (i) right-of-ways, (ii) easements granted to CITY or other public utilities, or (iii) real property owned by CITY shall be operated and maintained by CITY.

Overflow to the Snake River shall be the responsibility of DEVELOPER. DEVELOPER shall have the right to temporarily overflow and contain storm water from the system onto its own property.

S-C 7.00. Riverwalk Drive Landscaping. Prior to issuance of a building permit for the Subdivision, DEVELOPER shall submit to CITY Engineer a landscape master plan. The landscaping adjacent to Riverwalk Drive and within the Riverwalk Drive Right-of-Way (park strip sections) shall be maintained by CITY. All landscaping shall be designed, constructed, and maintained in accordance with CITY sight zone and sight distance regulations.

S-C 8.00. Rights-of-Way Dedication. DEVELOPER shall obtain the authorized signatures of all other private property owners or their duly authorized agents, as necessary to complete, upon filing and recording of the Subdivision plat, the dedication of all rights-of-way shown on the approved final plat of the Subdivision.



REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT FOR TAYLOR CROSSING "ON THE RIVER" DIVISION NO. 12 LOCATED GENERALLY AT THE END OF SIMPLOT CIRCLE AND INCLUDING AN EXTENSION OF RIVER WALK DRIVE

WHEREAS, the applicant filed an application for a final plat on November 18, 2015; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on December 1, 2015; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on March 24, 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 11.77 acre parcel located generally at the end of Simplot Circle and including an extension of River Walk Drive.
3. The Comprehensive Plan identifies this area as Commercial/Greenbelt Mixed Use.
4. The plat allows for access for the public to the greenbelt.
5. The final plat complies with the requirements set forth within the Subdivision Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the final plat for Taylor Crossing "On the River" Division No. 12.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor



BGC-027-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Ordinance to change the name of Simplot Circle to Riverwalk Drive
DATE: March 3, 2016

Attached is an ordinance changing the name of Simplot Circle to Riverwalk Drive. This is part of the project to extend Riverwalk Drive south. When the road is extended, Simplot Circle will change to Riverwalk Drive on a corner. The proposed name change is to eliminate this issue and have a consistent road name for the entire length of the street. Property owners in the area have been notified of this ordinance and staff has not received any comments in opposition. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Aerial Photo
Ordinance

CC: Kathy Hampton, City Clerk
File



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO; CHANGING THE NAME OF SIMPLOT CIRCLE, A STREET LOCATED WITHIN THE CITY OF IDAHO FALLS, TO RIVERWALK DRIVE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Idaho Falls desires to maintain an efficient and logical roadway system; and

WHEREAS, a proposed project to construct Riverwalk Drive from Bridgeport Circle will connect Riverwalk Drive to Simplot Circle creating a road name change on a continuous stretch of roadway; and

WHEREAS, property owners near and along Simplot Circle were notified of the proposed change and raised no objections; and

WHEREAS, the proposed name change is a unique name and not similar to other roadway names in Bonneville County, thereby not creating confusion for Emergency Management Services; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public meeting and passed a motion to approve the name change on March 10, 2016.

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

Section 1. Naming of Riverwalk Drive. Simplot Circle, is changed to Riverwalk Drive.

Section 2. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 3. Effective Date. This ordinance shall become effective upon its passage, execution, and publication in the manner provided by law.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this 26TH Day of March, 2015

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton
City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN
ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO; CHANGING THE NAME
OF SIMPLOT CIRCLE, A STREET LOCATED WITHIN THE CITY OF IDAHO
FALLS, TO RIVERWALK DRIVE; AND ESTABLISHING AN EFFECTIVE DATE"

Kathy Hampton
City Clerk

(SEAL)

COMMUNITY DEVELOPMENT SERVICES

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

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



BGC-037-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Ordinances for Vacation of portions of NW Bonneville Drive associated with Linden Park Division No. 8
DATE: March 18, 2016

Attached is a memo and ordinance from Public Works recommending vacation of portions of NW Bonneville Drive in association with Linden Park Division No. 8. The City Council approved preparation of the necessary documents at its February 11, 2016 meeting. The vacations must occur prior to the approval of the plat for Linden Park Division No. 8. Staff recommends approval of the ordinance for vacation.

Attachments: Memo from Public Works
Ordinance to vacate portion of NW Bonneville Drive

Cc: Kathy Hampton, City Clerk
File



City of Idaho Falls

PUBLIC WORKS DIVISION

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

M E M O R A N D U M

To: Chris H Fredericksen, P.E., Public Works Director

From: Kent J. Fugal, P.E., PTOE, City Engineer *KJF*

Date: March 18, 2016

Subject: **R/W Vacation Request (Linden Park Add.)
SW Bonneville Dr. North of Syringa Dr.**

On February 11, 2016 the City Council authorized the City Attorney to prepare necessary documents to vacate SW Bonneville Dr. north of Syringa Dr. If approved, Council action on the vacation ordinance needs to occur immediately prior to approval of the Final Plat for Linden Park Addition, Division 8.

Attached are three copies of the Public Right-of-way Vacation Ordinance, prepared by the City Attorney, for the subject vacation. If everything appears in order, please submit the documents to the Mayor and City Council for consideration and, if approved, authorization for the Mayor's signature.

Attachments

cc: Robert Cox

ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PARCEL THAT EXISTS BETWEEN LOTS 5 AND 6, OF BLOCK 13 OF A LINDEN PARK ADDITION NO. 5 OF THE CITY OF IDAHO FALLS, IDAHO, AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED PARCEL SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Council is supportive of redevelopment within the City; and

WHEREAS, such infill redevelopment promotes service efficiencies, preserves farm land uses in the county, provides amenities and options to the community, and supports local business; and

WHEREAS, because the City does not utilize and does not foresee utilization for public purposes of the property to be vacated; and

WHEREAS, because the property to be vacated shall be replatted for better usage.

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

SECTION 1. Vacation. The portion of parcel that currently exists between Lots 5 and 6, of Block 13, of the Linden Park Addition Division No. 5 of the City of Idaho Falls, Bonneville County, Idaho. Shown in Exhibit "B", as Parcel 2, attached hereto and incorporated herein:

Part of the NE 1/4 of the NE 1/4 of Section 20, Township 2 North, Range 38 East, B.M., shown as part of Lots 5 and 6, Block 13, Linden Park Addition Division No. 5 to the City of Idaho Falls, Bonneville County, Idaho described as follows:

Commencing at the NE corner of said Section 20; thence N 89°07'30" W 291.00 feet along the section line; thence S 00°37'30" E 373.40 feet to the Point of Beginning; thence S 00°37'30" E 7.75 feet to the South Easterly Right Of Way of West Bonneville Drive; thence S 36°35'00" W 163.83 feet along said right of way; thence N 53°25'00" W 55.00 feet to a point of curve on the northerly Right Of Way of Syringa Drive; thence to the left along said curve 15.71 feet (Curve Data $\Delta = 89^\circ 59' 00''$ R = 10.00 feet) Chord bears N 81°34'30" E 14.14; thence S 53°25'00" E 25.00 feet to the SE line of Deed Instrument No. 956274; thence N 36°35'00" E 160.00 feet along said Deed Instrument No. 956274; thence S 53°25'00" E 15.32 feet to the Point of Beginning. Parcel contains 3,657.49 square feet more or less.

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

SECTION 3. Right-of-Way Vacation. Because the property described in Section 1 of this Ordinance will be replatted to facilitate development upon the filing and approval of a new final plat, Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the street segment described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety, and shall revert to DJ Property Holdings, LLC, an Idaho Limited Liability Company, whose mailing address is 5845 Indian Wells, Idaho Falls, ID 83401.

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this ____ day of February, 2016.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING
FOR THE VACATION OF A PARCEL THAT EXISTS BETWEEN LOTS 5
AND 6, OF BLOCK 13 OF A LINDEN PARK ADDITION NO. 5 OF THE
CITY OF IDAHO FALLS, IDAHO, AND LEGALLY DESCRIBED IN
SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID
VACATED PARCEL SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS
ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL
FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND
PUBLICATION ACCORDING TO LAW."

Kathy Hampton
City Clerk

(SEAL)



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

985 N. Capital Avenue • Idaho Falls, Idaho 83405 • Office Phone: 208.524.0212 • Fax: 208.524.0229

EXHIBIT B

Vacated Parcel 2

Part of the NE 1/4 of the NE 1/4 of Section 20, Township 2 North, Range 38 East, B.M., shown as part of Lots 5 and 6, Block 13, Linden Park Addition Division No. 5 to the City of Idaho Falls, Bonneville County, Idaho described as follows:

Commencing at the NE corner of said Section 20; thence N 89°07'30" W 291.00 feet along the section line; thence S 00°37'30" E 373.40 feet to the Point of Beginning; thence S 00°37'30" E 7.75 feet to the South Easterly Right Of Way of West Bonneville Drive; thence S 36°35'00" W 163.83 feet along said right of way; thence N 53°25'00" W 55.00 feet to a point of curve on the northerly Right Of Way of Syringa Drive; thence to the left along said curve 15.71 feet (Curve Data $\Delta = 89^\circ 59' 00''$ R = 10.00 feet) Chord bears N 81°34'30" E 14.14; thence S 53°25'00" E 25.00 feet to the SE line of Deed Instrument No. 956274; thence N 36°35'00" E 160.00 feet along said Deed Instrument No. 956274; thence S 53°25'00" E 15.32 feet to the Point of Beginning.

Parcel contains 3,657.49 square feet more or less.



ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PARCEL THAT EXISTS WITHIN LOT 7 OF BLOCK 13 OF A LINDEN PARK ADDITION NO. 5 OF THE CITY OF IDAHO FALLS, IDAHO, AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED PARCEL SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Council is supportive of redevelopment within the City; and

WHEREAS, such infill redevelopment promotes service efficiencies, preserves farm land uses in the county, provides amenities and options to the community, and supports local business; and

WHEREAS, because the City does not utilize and does not foresee utilization for public purposes of the property to be vacated; and

WHEREAS, because the property to be vacated shall be replatted for better usage.

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

SECTION 1. Vacation. The portion of parcel that currently exists in Lot 7 of Block 13 of the Linden Park Addition No. 5 of the City of Idaho Falls, Bonneville County, Idaho. Shown in Exhibit "A", as Parcel 1, attached hereto and incorporated herein:

Part of the NE 1/4 of the NE 1/4 of Section 20, Township 2 North, Range 38 East, B.M., shown as part of Lot 7, Block 13, Linden Park Addition Division No. 5 to the City of Idaho Falls, Bonneville County, Idaho described as follows:

Commencing at the NE corner of said Section 20; thence N 89°07'30" W 291.00 feet along the section line; thence S 00°37'30" E 348.07 feet to a point on the Easterly line of Deed Instrument No. 956273 and the Point of Beginning; thence S 00°37'30" E 25.33 feet along the North Easterly Right Of Way of West Bonneville Drive; thence N 53°25'00" W 15.32 feet to the SE line of said Deed Instrument No. 956273; thence N 36°35'00" E 20.17 feet along said Deed Instrument No. 956273 to the Point of Beginning. Parcel contains 154.50 square feet more or less.

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

SECTION 3. Right-of-Way Vacation. Because the property described in Section 1 of this Ordinance will be replatted to facilitate development upon the filing and approval of a new final plat, Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the street segment described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety, and shall revert to Steve C. Anderson, 155 Lincoln Drive, Idaho Falls, ID 83401.

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this ____ day of February, 2016.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING
FOR THE VACATION OF A PARCEL THAT EXISTS WITHIN LOT 7 OF
BLOCK 13 OF A LINDEN PARK ADDITION NO. 5 OF THE CITY OF
IDAHO FALLS, IDAHO, AND LEGALLY DESCRIBED IN SECTION 1 OF
THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED
PARCEL SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS
ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL
FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND
PUBLICATION ACCORDING TO LAW."

Kathy Hampton
City Clerk

(SEAL)



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EXHIBIT A

Vacated Parcel 1

Part of the NE 1/4 of the NE 1/4 of Section 20, Township 2 North, Range 38 East, B.M., shown as part of Lot 7, Block 13, Linden Park Addition Division No. 5 to the City of Idaho Falls, Bonneville County, Idaho described as follows:

Commencing at the NE corner of said Section 20; thence N 89°07'30" W 291.00 feet along the section line; thence S 00°37'30" E 348.07 feet to a point on the Easterly line of Deed Instrument No. 956273 and the Point of Beginning; thence S 00°37'30" E 25.33 feet along the North Easterly Right Of Way of West Bonneville Drive; thence N 53°25'00" W 15.32 feet to the SE line of said Deed Instrument No. 956273; thence N 36°35'00" E 20.17 feet along said Deed Instrument No. 956273 to the Point of Beginning.

Parcel contains 154.50 square feet more or less.





BCG-022-16

TO: Honorable Mayor and City Council
 FROM: Brad Cramer, Community Development Services Director
 SUBJECT: Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Linden Park, Division No. 8.
 DATE: March 3, 2016

Attached is the application for the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Linden Park, Division No. 8. The Planning and Zoning Commission considered this application at its September 2, 2014, meeting and recommended approval by unanimous vote. The Subdivision Ordinance requires that the developer shall request Council review of a plat within one year of the Planning and Zoning Commission's recommendation. The applicant requested consideration by the Council within this time frame and was scheduled for consideration of the plat in October, 2015. However, additional issues were still pending. 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, September 2, 2014
 P&Z Minutes, September 2, 2014
 Reasoned Statement of Relevant Criteria and Standards
 Development Agreement

CC: Kathy Hampton, City Clerk
 File



Legend

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





Aerial



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



TO THE CITY OF IDAHO FALLS
REPLATTING LOT 1 A PART OF 2 AND 5-8 BLOCK 13 OF
LINDEN PARK DIVISION 5 AND IN A PART OF THE
NE 1/4 OF THE NE 1/4 OF SECTION 20,
T. 2 N., R. 38 E.B.M. BONNEVILLE COUNTY, IDAHO

IDAHO FALLS PLANNING COMMISSION STAFF REPORT

Linden Park Addition

Being a re-plat of Lots 1 and 5-8, Block 13, Linden Park, Div. No. 5
and a portion of the NE¼ of the NE¼ of Section 20, T.2N., R.38E.

September 2, 2014



Planning and
Building Division

Applicant: Harper-Leavitt
Engineering

Location: Southeast corner
of the intersection of Lincoln
Drive and 1st Street, north of
Syringa Drive

Size: Approx. 2.351 acres

Existing Zoning:

Site: R-3A/R-1

North: R-1

South: R-1

East: R-3A/PUD

West: R-1

Existing Land Use:

Site: Residential

North: Residential

South: Residential

East: Residential

West: Residential

Future Land Use Map:

Low Density

Attachments:

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

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

Staff Comments: The property is currently zoned R-3A and
R-1. Much of this property was rezoned from R-1 to R-3A in
2013, however, a remnant piece of vacated Bonneville Drive
was left out of that request. The applicant is now requesting
that the remainder of Bonneville Drive be vacated. These
properties will need to be rezoned prior to development
occurring at the south end of the property. The applicant
intends to develop the parcel in multiple phases with the first
phase occurring in the northeast corner adjacent to 1st Street.

The final plat will combine nine parcels into one 2 acre lot
allowing for future development. The existing structures on
the property will be removed as development occurs. The
minimum lot size in the R-3A Zone is 5,000 square feet.

The property has frontage on 1st Street, Lincoln Drive and
Syringa Drive. Direct access to 1st Street will not be allowed
because of the street configuration and safety concerns. First
street is identified a minor arterial and a developed access
cannot meet the minimum requirements of the Access
Management Plan. In addition, the lack of a center turn lane in
this section of 1st Street, poor site visibility and the creation of
an offset intersection cause safety concerns for allowing an
access onto 1st Street. The applicant is aware of the limitations
on 1st Street and plans to utilize the frontages onto Lincoln and
Syringa Drives for access.

The applicant has requested that the City consider vacating the
remainder of Bonneville Drive to allow for better site
arrangement. In 1997 the City vacated the westerly 25 feet of
Bonneville Drive to the adjacent properties. The City retained
20 feet for a future path. The City's right-of-way does not
extend all the way north to 1st Street. As part of this plat a 12
foot public walkway easement will be granted along the length
of the eastern edge of the property, adjacent to the canal.

Staff has reviewed the final plat and finds it in compliance with
the subdivision ordinance.

• Purposes listed in Section 10-1-1 as follows:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	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 No streets proposed
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	NA No new streets

rely on that at a point closer to where we are at right now. **Dixon moved to recommend to Mayor and City Council approval of annexation of Yorkside Division 2, with an initial zoning of R-1 as presented. Morrison seconded motion. Motion passes unanimously. Dixon moved to recommend to Mayor and City Council denial of the final plat of Yorkside Division 2 as presented due to significant changes in density versus the preliminary plat especially along Casa Drive west of Jolyn Way. Wyatt seconded motion. Motion passed unanimously.**

Final Plat, Linden Park Division No. 8. Beutler presents staff report a part of the record. Dixon asked if Bonneville went all the way through. Beutler did not think the right of way went all the way to First Street. Dixon asked if Syringa would be developed if this development went forward. Beutler said only to eastern end of the development's access. Dixon asked how far a pathway could be developed south along the canal. Beutler said there is nothing sure beyond John Adams.

Swaney invited the applicant to speak regarding the application.

Blake Jolley, Harper Leavitt Engineering, 985 N. Capital, Idaho Falls, ID 83402. The Developer on this project understands that he has a piece of property that not being used currently for what it has been zoned for. The homeowners of Lot 2 are in favor of the development. The applicant also wanted Jolley to let the commission know he has bigger eyes than this in the area. He owns property to the south and has been approached by home owners on the south and to create this to be larger in size at some point. Jolley clarified for Swaney that the applicant does not have problem with limitation with no access onto First Street. In response to a question from Dixon regarding the property line along the canal, Jolley said there were some issues with the right-of-way for the canal. A 12 foot pathway is intended to be built along the canal. **Wyatt moved to recommend to Mayor and City Council approval of the final plat for Linden Park Division No. 8 as presented. Dixon seconded motion. Motion passed unanimously.**

Miscellaneous:

Bonneville County Planning Commission Report. Swaney reported the Bonneville County planning commission met last Wednesday. The Bonneville County Commission is amenable to meeting jointly on 17th, but still have not received any official response from Bonneville County. Other than that business went forward in a very similar matter as to ours tonight. One thing was, an application before Bonneville county commission for a cell tower. Dixon is this a good topic to break ice at the next joint meeting. Cramer said he and Steve Sere have planned on one more meeting talking about more general differences.

Swaney adjourned meeting at 9:15 p.m.

Respectfully Submitted,

Beckie Thompson, Recorder

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT FOR LINDEN PARK ADDITION, BEING A RE-PLAT OF LOTS 1 AND 5-8, BLOCK 13, LINDEN PARK, DIV. NO. 5 AND A PORTION OF THE NE¼ OF THE NE¼ OF SECTION 20, T.2N., R.38E., LOCATED IN THE SOUTHEAST CORNER OF THE INTERSECTION OF LINCOLN DRIVE AND 1ST STREET, NORTH OF SYRINGA DRIVE

WHEREAS, the applicant filed an application for final plat on August 8, 2014; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on September 2, 2014; 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 Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 2.35 acre parcel located in the south east corner of the intersection of Lincoln Drive and 1st Street, north of Syringa Drive
3. This area is zoned R-3A and R-1 and will be platted as one lot.
4. The property has frontage on 1st Street, Lincoln Drive and Syringa Drive. Direct access to 1st Street will not be allowed because of the current street configuration and safety concerns.
5. A 12-foot public access easement is being granted along the length of the eastern edge of the property to replace the remaining vacated portions of Bonneville Drive to be used for a path or trail.
6. The final plat complies with the requirements set forth within the Subdivision Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the plat for Linden Park Addition.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca Casper, Mayor

DEVELOPMENT AGREEMENT
LINDEN PARK DIVISION NO. 8

This DEVELOPMENT AGREEMENT, Linden Park Division No. 8, (hereinafter called "AGREEMENT"), made this 5th day of March, 2016, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and LINDEN PARK GARDENS, LLC, #1, a Limited Liability Company, (hereinafter called "DEVELOPER"), whose mailing address is P.O. Box 3915, Idaho Falls, ID 83403.

W I T N E S S E T H:

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

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

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

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

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

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

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

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this Agreement, including special conditions, are constructed; and,

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

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

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

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

1. **Approval of Subdivision.** CITY hereby approves the Subdivision plat and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. **Improvement Plans.** DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and CITY Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights of way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, CITY Engineer of final Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The final Improvement Plans shall also show the proposed location of other public utilities (telephone, gas, and electricity,) and irrigation facilities affected by the development of such phase or division of the Subdivision. Such Preliminary Improvement Plans are incorporated herein by reference as though set out in full and the final Improvement Plans shall also, upon approval by CITY Engineer, be deemed to be incorporated herein by reference.

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

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

5. **Inspection.** DEVELOPER shall retain a professional engineer (hereafter referred to as

the "Project Engineer") licenses within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans, and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

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

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

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

AGREEMENT.

9. Water and Sewer Main Connection Charges. Subject to Section 12 of this Agreement, DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

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

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

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

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct all ditches, headgate structures, culverts, siphons, drywells, or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also

obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. Subject to Section 12 of this Agreement, DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

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

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

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

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

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer, or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

- E. Withhold reimbursement of Subdivision inspection fees collected pursuant to Section 10-1-19 of City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

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

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

21. Water Rights Disclosure Prior to the approval of the Subdivision plat, DEVELOPER shall provide notice upon the plat identifying the irrigation district that includes all lots within the plat, declaring that the water system of CITY constitutes a suitable water delivery system for such lots and property, and declares that that all property within the plat will remain subject to assessments levied by the irrigation district. DEVELOPER shall enter into an agreement that confirms that CITY shall pay all assessments for the property in the plat to the irrigation district unless CITY files a petition requesting exclusion from the district, which CITY may do at any future date.

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

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

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

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of

Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

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

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

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

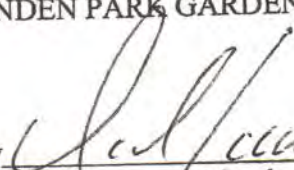
ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

LINDEN PARK GARDENS, LLC, #1

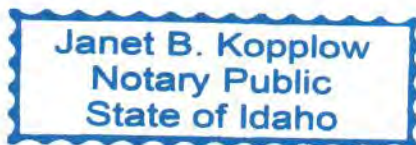
By  member
David Lawrence, Member

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 3rd day of March, 2016, before me, the undersigned, a notary public, in and for said State, personally appeared David Lawrence, known or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same on his own behalf.

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

(Seal)



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

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: _____

EXHIBIT A
Property

Linden Park Division No. 8

Legal Description

Part of the NE1/4 of the NE1/4 of Section 20, Township 2 North, Range 38 East, B.M. also a portion of Lots 1 and 5-8, Block 13 of Linden Park Division No. 5 described as;

Beginning at a point that is N89°07'30"W 88.19 feet along the section line and S00°52'30"W 29.99 feet from the NE corner of said Section 20 and running thence S16°27'51"W 99.92 feet along the westerly bank of the Idaho Canal; thence S29°12'56"W 71.64 feet along said bank; thence S30°56'28"W 48.31 feet along said bank; thence S36°35'00"W 338.47 feet along said bank to the north line of Syringa Drive; thence N53°25'00"W 45.00 feet along said north line to a point of curve; thence to the left along said curve 15.71 feet (Curve Data Delta=90°00'42" R=10.00') chord bears S81°35'21"W 14.14 feet to the southeasterly corner of Lot 5, Block 13, of Linden Park Addition Division No. 5; thence N53°25'00"W 90.00 feet along said north line of Syringa Drive to the southeasterly corner of Lot 4, Block 13 of Linden Park Addition Division No. 5; thence N36°35'00"E 269.99 feet to the northeasterly corner of Lot 2, Block 13, of Linden Park Addition Division No. 5; thence N36°35'00"E 269.99 feet to the northeasterly corner of Lot 2, Block 13 of Linden Park Addition Division No.5; thence N63°50'20"W 128.65 feet along the north line of said Lot 2 to the northwesterly corner of said Lot 2 being a point on a curve on the east line of Linden Drive; thence to the left along said curve 76.71 feet (Curve Data Delta=12°55'37" R=340.00') chord bears N07°20'19"E 76.55 feet along said east line of Linden Drive; thence N00°52'30"E 39.18 feet along said east line to a point of curve; thence to the right along said curve 15.71 feet (curve Data Delta=90° R=10.00') chord bears N45°52'30"E 14.14 feet to the south line of First Street; thence S89°07'30"E 346.31 feet along said south right-of-way line to the point of beginning.

Parcel contains 2.351 Acres

EXHIBIT B

Special Conditions for Linden Park Division No. 8

S-C 1.00 Surface Drainage Fees. The surface drainage fee for this Subdivision is \$768.75 (102,410 square feet net area at \$.0075 per square foot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
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DEVELOPMENT AGREEMENT
LINDEN PARK DIVISION NO. 8

This DEVELOPMENT AGREEMENT, Linden Park Division No. 8, (hereinafter called "AGREEMENT"), made this 15th day of March, 2016, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and LINDEN PARK GARDENS, LLC, #1, a Limited Liability Company, (hereinafter called "DEVELOPER"), whose mailing address is P.O. Box 3915, Idaho Falls, ID 83403.

W I T N E S S E T H:

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

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

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

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

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

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

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

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this Agreement, including special conditions, are constructed; and,

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

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

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

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

1. Approval of Subdivision. CITY hereby approves the Subdivision plat and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement Plans. DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and CITY Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights of way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, CITY Engineer of final Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The final Improvement Plans shall also show the proposed location of other public utilities (telephone, gas, and electricity,) and irrigation facilities affected by the development of such phase or division of the Subdivision. Such Preliminary Improvement Plans are incorporated herein by reference as though set out in full and the final Improvement Plans shall also, upon approval by CITY Engineer, be deemed to be incorporated herein by reference.

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

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

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as

the "Project Engineer") licenses within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans, and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

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

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

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

AGREEMENT.

9. Water and Sewer Main Connection Charges. Subject to Section 12 of this Agreement, DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

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

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

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

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct all ditches, headgate structures, culverts, siphons, drywells, or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also

obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. Subject to Section 12 of this Agreement, DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

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

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

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

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

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer, or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

- E. Withhold reimbursement of Subdivision inspection fees collected pursuant to Section 10-1-19 of City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

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

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

21. Water Rights Disclosure Prior to the approval of the Subdivision plat, DEVELOPER shall provide notice upon the plat identifying the irrigation district that includes all lots within the plat, declaring that the water system of CITY constitutes a suitable water delivery system for such lots and property, and declares that that all property within the plat will remain subject to assessments levied by the irrigation district. DEVELOPER shall enter into an agreement that confirms that CITY shall pay all assessments for the property in the plat to the irrigation district unless CITY files a petition requesting exclusion from the district, which CITY may do at any future date.

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

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

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

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of

Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

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

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

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

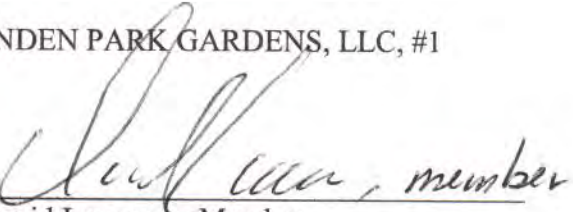
ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

LINDEN PARK GARDENS, LLC, #1

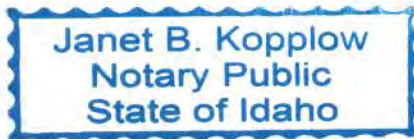
By  member
David Lawrence, Member

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 3rd day of March, 2016, before me, the undersigned, a notary public, in and for said State, personally appeared David Lawrence, known or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same on his own behalf.

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

(Seal)



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

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: _____

EXHIBIT A
Property

Linden Park Division No. 8

Legal Description

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BCG-023-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Request for Waiver of Residential Service Line Extension Fee, Linden Park
Addition, Division No. 8
DATE: March 3, 2016

Attached is a request from Linden Park Gardens #1, LLC to waive the residential service line extension fees for a project located south and adjacent to 1st Street, west of St Clair, east of Lincoln Drive and north of Syringa. Section 8-5-31 of City code provides for the waiver of these fees by the City Council “upon a finding of good cause to do so where such waiver or reduction supports redevelopment or the annexation of property contiguous with or surrounded by the City.” The proposed project is redevelopment of an infill site on a parcel surrounded by annexed and developed property. Planning Division staff reviewed the request and recommends approval of the waiver.

Attachments: Aerial Photo

CC: Kathy Hampton, City Clerk
File



Aerial



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



LINDEN PARK GARDENS # 1, LLC

5845 Indian Wells
Idaho Falls, Idaho 83401

P.O. Box 3915
Idaho Falls, Idaho 83403

February 23, 2016

Brad Cramer
Director, Idaho Falls Community Development Services
CITY OF IDAHO FALLS
680 Park Avenue
Idaho Falls, Idaho 83402
bcramer@idahofallsidaho.gov

Re: Request for Waiver of Residential Service Line Extension Fee

Dear Mr. Cramer:

As you are aware, Linden Park Gardens #1, LLC ("Linden Park Gardens") has submitted an Application for Linden Park Addition Division No. 8 ("Subdivision"). This Subdivision is being developed to substitute residential development and multi-family housing in place of the existing empty space and commercial uses.

Pursuant to Idaho Falls Code § 8-5-31, Linden Park Gardens hereby requests that the residential line extension fees provided for in Idaho Falls Code § 8-5-30(B)(1)(b) and Resolution 2015-26 be waived and foregone for the entirety of this Subdivision. Section 8-5-31 provides:

8-5-31: WAIVER OR ADJUSTMENT OF FEES: Council reserves the right to waive or adjust fees (other than net metering fees) upon a finding of good cause to do so where such waiver or reduction supports redevelopment or the annexation of property contiguous with or surrounded by the City. (Ord. 3040, 11-24-15).

These requirements are met here. There is certainly "good cause" for the waiver of these fees, because this Subdivision will redevelop this blighted property into a new and attractive residential use that is more consistent with the City of Idaho Falls Comprehensive Plan (December 2013) ("Comprehensive Plan").

The Subdivision is located on a confined property that was left behind when the Linden Park development was built out many decades ago. The property on which the Subdivision is located has been blighted because the limits of its narrow dimensions, which arises from its location between residential lots on its west boundary and the location of the Idaho Irrigation District canal facilities on its east boundary. Because of the restrictions of this location, there was not sufficient room decades ago for an additional street of residential uses to be economically constructed within the Linden Park Subdivision. As a result, this property could not be viably used for single family housing, and has been either vacant or used for non-residential uses for many decades.



Client:4074284.1

The development of the Subdivision represents an opportunity to convert this property into a higher density residential property providing apartment living near a key arterial corridor and near central urban areas in the City. This pattern is consistent with the recent development of higher density housing to the east of the Subdivision, on the eastern side of the Idaho Irrigation District canal.

Moreover, the development of the Subdivision meets many of the objectives of the Comprehensive Plan. For example, the Comprehensive Plan provides the following guidance for residential development within the City:

Through their feedback, residents told us they wanted these residential areas to be:

- With a strong sense of identity
- Served by neighborhood parks and schools
- Linked by sidewalks and trails to facilities both within and outside the neighborhood
- Shielded from but convenient to attractive, landscaped shopping areas
- Offering affordable housing available to all income ranges

Comprehensive Plan, at 38. The Subdivision meets all of these criteria. It enhances the Linden Park neighborhood by substituting housing in place of commercial uses and long vacant space, by improving the landscaping of the area, by locating housing near parks and schools in the area, by connecting to and contributing to the pathway along the canal, and by providing affordable housing. The Subdivision also encourages the goal of economic and social diversity as outlined in the Comprehensive Plan:

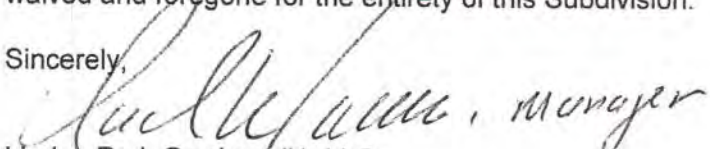
Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets.

Comprehensive Plan, at 40.

In addition, the developer submitted plans for this Subdivision long before the residential line extension fees were imposed in late 2016. The addition of these new fees to the project long after the project was submitted would make it more difficult to accomplish the purposes of redeveloping this area.

For all of these reasons, Linden Park Gardens hereby requests that the residential line extension fees provided for in Idaho Falls Code § 8-5-30(B)(1)(b) and Resolution 2015-26 be waived and foregone for the entirety of this Subdivision.

Sincerely,


Linden Park Gardens #1, LLC
David W. Lawrence, Manager



BGC-033-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson, Division No. 1, 3rd Amended
DATE: March 18, 2016

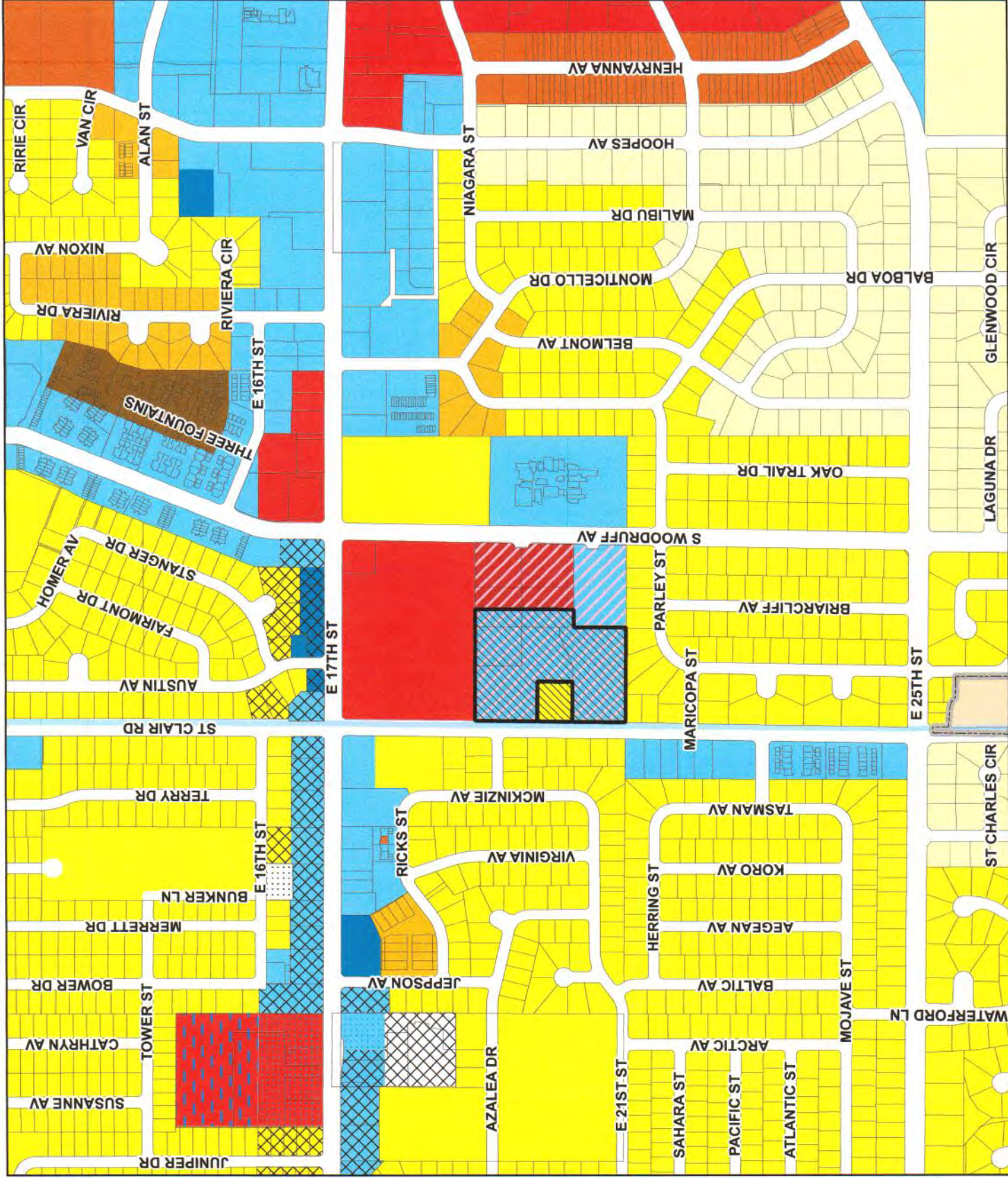
Attached is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson, Division No. 1, 3rd Amended. The Planning and Zoning Commission considered this plat at its February 2, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation and recommends approval.

Attachments: Vicinity Map
Aerial Photo
Final Plat
Staff Report February 2, 2016
Planning and Zoning Commission Minutes February 2, 2016
Reasoned Statement of Relevant Criteria and Standards

Cc: Kathy Hampton, City Clerk
File

IDAHO FALLS

- 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





Riviera Cir

Riviera Dr

Three Fountains
E 16th St

Niagara St

Monticello Dr

Malibu Dr

Balboa Dr

Belmont Ave

Oak Trail Dr

S Woodruff Ave

Parley St

Briarcliff Ave

Richards Ave

Maricopa St

St Clair Rd

E 25th St

Custer St

McKinnie Ave

Virginia Ave

Ricks St

Jeppson Ave

Laurel Dr

E 16th St

Terry Dr

Bunker Ln

Merrett Dr

Bower Dr

E 17th St

Azalea Dr

E 21st St

Sahara St

Pacific St

Atlantic St

Arctic Ave

Baltic Ave

Aegean Ave

Koro Ave

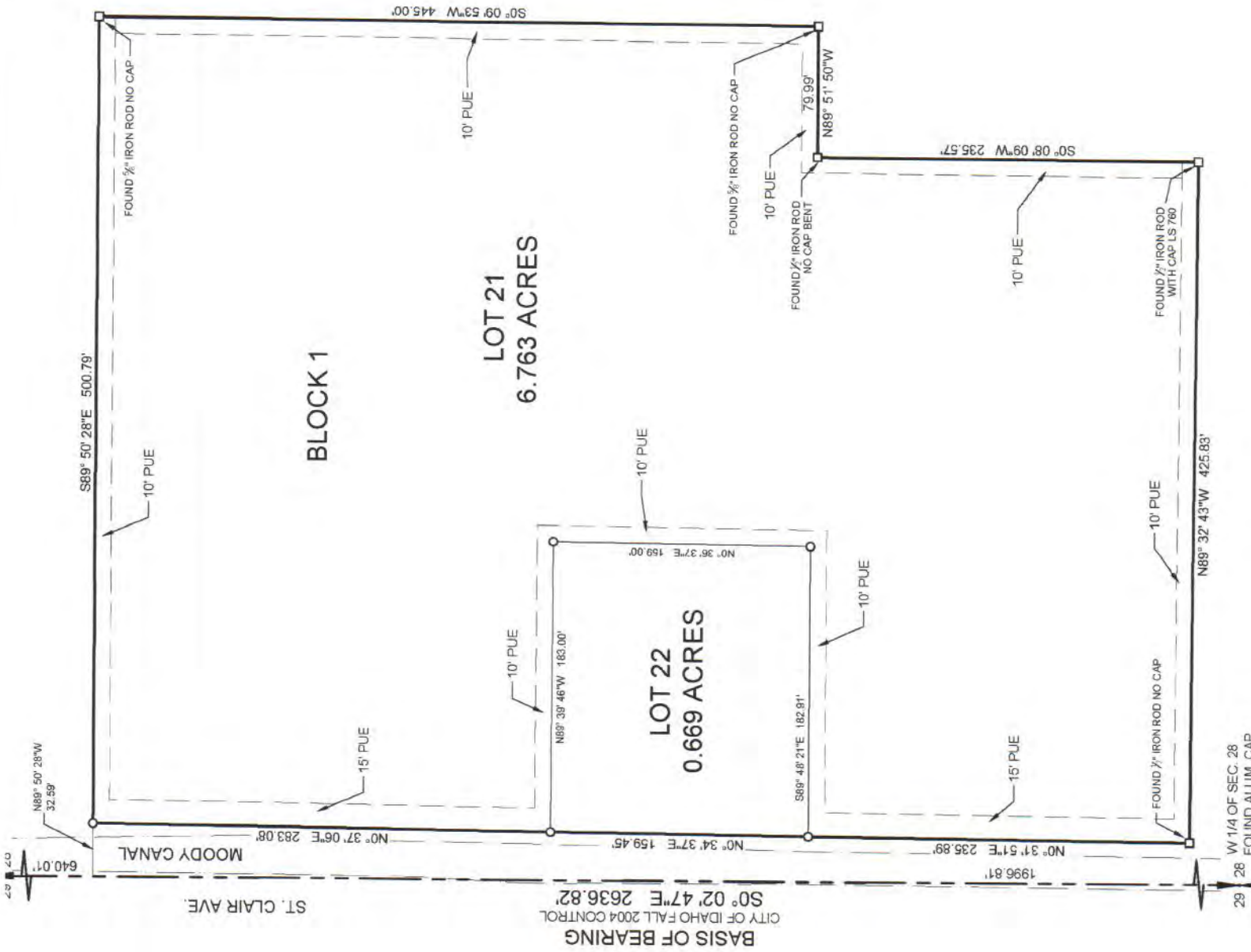
Tasman Ave

Qattara St

Caspian Ave

Mojave St

Herring St



BASIS OF BEARING
CITY OF IDAHO FALL 2004 CONTROL
S0° 02' 47" E 2636.82'

ST. CLAIR AVE.

MOODY CANAL

29
W 1/4 OF SEC. 28
FOUND ALUM. CAP

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Final Plat
Lorin C. Anderson Addition, Division No. 1, Third Amended
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

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. Final plat

Requested Action: To **recommend** to the Mayor and City Council approval of the final plat for Lorin C. Anderson Addition, Division No. 1, Third Amended.

History: Lorin C. Anderson Addition was platted in its current configuration in 1987. The plat included six lots on 11 acres between St. Clair Road and Woodruff Avenue. The plat included the single-family home on St. Clair Road with the balance of the property being vacant. Since that time a medical office has been built on one of the lots fronting Woodruff Avenue. The remaining property is undeveloped. A portion of the property was rezoned to R-3A in 2015 so that the zoning designations would match the ownership boundaries of the property.

Staff Comments: The plat includes 6.763 acres to be platted into one lot. Access to the property will come from St. Clair Road, a major collector. Development of the property will require the widening of St. Clair Road's pavement width. No additional right-of-way is required to be dedicated with this plat. The Access Management Plan calls out St. Clair Road as a Bike/Ped Priority route. The Connecting Our Community Plan also calls out this section of St. Clair Road as part of a necessary corridor to include bike lanes. The applicant has worked with staff to develop an appropriate street cross section that will provide the necessary width to accommodate pedestrian traffic as well as dedicated bike lanes.

The applicants also completed a traffic study associated with the development (executive summary attached).

The proposed lots meets all the minimum requirements of the R-3A Zone for development. The applicant is also proposing to develop the property as a Planned Unit Development (PUD).

Staff Recommendation: Staff has reviewed the plat and finds it in compliance with the Zoning and Subdivision Ordinance and recommends approval.

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

REQUIREMENTS	Staff Review
• Purposes listed in Section 10-1-1 as follows:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	None

Comprehensive Plan Policies:

Limited neighborhood services shall be provided at the intersection of arterial streets and collector streets. Access to such services shall only be from collectors. Convenience stores, dry cleaners, and other small retail stores designed to serve the immediate neighborhood should be located at an entrance of the neighborhood to be served by such development. (page 41)

Neighborhood and community services shall be buffered from the residential neighborhood by fencing and landscaping. The zoning ordinance shall be modified to specify fencing and landscaping requirements to reduce the noise and light from commercial uses that may affect residential neighbors. (page 41 and 42)

Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street.

Apartments and townhouses are located adjacent to arterial and collector streets for two reasons. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. If apartments and townhouses are located close to arterial streets, traffic from apartments will not move through neighborhoods. However, higher density housing should still be clustered; it should not be used to line arterial streets. (page 43)

Note: The Access Management Plan designates Woodruff Ave. as a minor arterial and St. Clair Road as a major collector.

Higher density housing such as apartments are adjacent to collector and arterial streets. Neighborhoods should contain a variety of housing types and, with good site planning, apartments and townhouses can be near arterial streets, be directly served by collector streets, and provide an opportunity for all residents of the City to have housing which meets their needs. (page 66)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. In the Broadway-Utah Avenue area between I-15 and Snake River Parkway, 42 properties redeveloped in the period from 1989 to 2013, over 1,800 jobs were created, and assessed valuations increased by \$141 million. The City should continue programs which use private/public partnerships to redevelop the land inside the City's boundaries. (page 67)

Zoning Information:

10-3-14 – R-3A RESIDENCE ZONE

(A) General Objectives and Characteristics. The objective in establishing the R-3A Residence Zone is to establish an area within the City in which the primary use of the land is for residential purposes, but in which office buildings and certain other type uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R-3 Residence Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R-3A Zone is essentially residential in character; therefore, all uses must be developed and maintained in harmony with residential uses. Also, while a greater volume of automobile and pedestrian traffic is characteristic of this Zone, attractive lawns, shrubs, trees, both on the street and around the buildings, is also characteristic of this Zone. In order to accomplish the objectives and purposes of this Zoning Code and to promote the characteristics of this Zone, the following regulations shall apply in the R-3A Zone:

(B) Use Requirements. The following uses shall be permitted in the R-3A Zone:

- (1) Any use permitted in the RP, RP-A, R-1, R-2, R-2A and R-3 Residence Zones.
- (2) Off-street parking areas constructed in accordance with 4-23 for the use of adjacent and/or permitted uses.
- (3) Office buildings for professional persons, such as doctors, dentists, accountants, attorneys, architects, and branch banks.
- (4) Beauty salons, barber shops, and nail salons.
- (5) Clinics and hospitals for the treatment of humans.
- (6) The dispensing by or under the supervision of a professional pharmacist licensed by the State of Idaho of prescriptive or non-prescriptive medicines, drugs, orthopedic appliances or medical supplies for the treatment

of human illness, disease or injury, excluding the sale of goods or commodities for general hygiene, diet, cosmetic or other general health purposes.

(7) Mortuaries and funeral parlors (subject to approval of the Planning Commission).

(8) Pet care clinics within a completely enclosed building but with no boarding or grooming of animals except as a use incidental to medical or surgical treatment.

(9) Non-flashing free standing pole signs advertising the services performed within the building, not to exceed two-hundred square feet (200 ft²) maximum and not to exceed fifteen feet (15') above grade to top of sign; and wall signs showing the name and address of the building, not to exceed ten percent (10%) of the total area of the building front.

(10) Directional signs not to exceed two square feet (2 ft²), also signs advertising the use of a lot for parking space, provided the signs advertising such use shall not exceed eight square feet (8 ft²), and shall not be constructed to a height greater than four feet (4').

(11) Other uses which have been ruled by the Council to be similar to the uses herein above listed.

(C) Area Requirements. An area of not less than five thousand square feet (5,000 ft²) shall be provided and maintained for dwellings, boarding houses, lodging and rooming houses, rest homes and child care centers. No development in this Zone shall exceed a gross density of thirty-five (35) dwelling units per acre.

(D) Width Requirements. The minimum width of any building site for a main building shall be fifty feet (50'), measured at the building setback line, except that the minimum width of a lot for mortuaries shall be one hundred feet (100').

(E) Location of Buildings and Structures.

(1) Setback. All buildings shall be set back a minimum distance of fifteen feet (15') from any public street, except as herein provided and required under the provisions of this Zoning Code.

(2) Side Yards For Main Buildings. There shall be side yards of not less than six feet (6'). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.

(3) Rear Yards. There shall be a rear yard of at least twenty-five feet (25') feet for all residential buildings and at least ten feet (10') for all non-residential buildings, except as herein provided and required under the provisions of this Zoning Code.

(F) Height Requirements. There shall be no height requirements, except as limited by yard requirements.

(G) Size of Buildings. No requirements.

(H) Lot Coverage and Landscaping.

(1) Maximum Lot Coverage. Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty percent (80%) of the total lot area. The remaining lot area (at least twenty percent (20%) of the total lot area) shall be landscaped. See the Landscaping subsection of this Zoning Code for general landscaping requirements.

(2) Lot Coverage Exemption. The landscaped area on a lot will be considered to include such hard-surface outdoor recreation facilities as tennis courts, basketball courts, shuffleboard courts, and swimming pools, provided that: (a) The hard-surface outdoor recreation facilities make up no more than forty percent (40%) of the required landscaped area, and (b) Those facilities are available for the use of all residents of the development.

(3) Required Buffers. Wherever a development in the R-3A Zone adjoins land Zoned RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's comprehensive plan, a minimum ten foot (10') wide landscaped buffer shall be provided. This buffer may be included in the twenty percent (20%) percent minimum landscaped area required in A. above.

(I) See Supplementary Regulations for Zones.

Traffic Study Information:

Traffic Study performed by JUB Engineers, INC.

1. INTRODUCTION AND FINDINGS

1.1 Purpose

J-U-B Engineers, Inc. (J-U-B) has been contracted by Harper-Leavitt Engineering, Inc. to prepare a Traffic Impact Statement (TIS) for the Lorin C. Anderson Addition Division 1, Idaho Falls, Idaho, hereafter referred to as the Project. The purpose of this study is to evaluate the traffic impacts of the proposed Project and identify potential mitigation measures. This traffic impact statement was drafted to conform to the Bonneville Metropolitan Planning Organization (BMPO), Traffic Impact Study Guidelines.

1.2 Executive Summary

The proposed Lorin C. Anderson Addition Division 1 (the Project) is located within the City of Idaho Falls, Idaho. The project site is located east of St. Clair Avenue and between 17th Street and 25th Street. When completed, the Project will consist of 88 town homes with access to the Project via two access points located on St. Clair Avenue. The build out is anticipated for 2017. Based upon the existing and future traffic analysis, the proposed Project results in a minimal increase in delay for some traffic movements near the Project. However, analysis of the 2015 existing conditions indicates that the 17th Street intersections currently exceed the LOS standards for northbound and southbound movements during the PM peak hour. However, this existing congestion at the 17th Street/Woodruff Avenue intersection is planned to be addressed in the near term. BMPO has identified funding for intersection improvements in the preliminary development phase of their Transportation Improvement Program 2016-2020 (post-2020). The traffic analysis for 2017 with the project traffic indicates the Project is anticipated to have minimal impact on traffic operations. It is recommended that the project design the access points to meet Idaho Falls standards, and to design the access points and site layout to meet the sight distance standards in the AASHTO Green Book. Based on traffic analysis, the proposed access location represents an acceptable traffic solution and no negative traffic impacts are anticipated for these intersections.

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. Swaney asked if any recommendation made has to mention that the property that is not included under the current ownership has to be resolved. Beutler stated that would be appropriate with the plat.

Applicant:

Blake Jolley, 985 N. Capital Ave., Idaho Falls, Idaho. Jolley indicated that in the plat itself there is no request to plat the Bjornson's property.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Lorin C. Anderson, Division 1, 3rd Amended, Denney seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT FOR LORIN C. ANDERSON ADDITION, DIVISION NO. 1, THIRD AMENDED 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 October 2, 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 24, 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. Access to the property will come from St. Clair Road, a major collector. Development of the property will require the widening of St. Clair Road's pavement width. No additional right-of-way is required to be dedicated with this plat.
4. The proposed lot meets the minimum requirements of the R-3A Zone for development.
5. The final plat complies with the requirements of the Subdivision Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the final plat for Lorin C. Anderson, Division No. 1, Third Amended.

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-035-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Request for extension to record a plat, Yorkside Division 2
DATE: March 18, 2016

Attached is a request to extend the deadline for recording a plat for Yorkside Division 2. The City Council approved the plat December 10, 2015 and the Subdivision Ordinance requires that the plat be recorded within 90 days of approval. The applicant and City staff are still in process of negotiating the appropriate language for transfer of water rights from the property to the City of Idaho Falls which has delayed recording of the plat. The applicant is requesting an additional 60 days to record to the plat. Staff recommends approval of the request with a deadline of May 27, 2016 to record the plat.

Cc: Kathy Hampton, City Clerk
File



MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
DATE: March 16, 2016

RE: City Hall Server HVAC
Replacement

Attached is the tabulation for the above subject bid to replace the City Hall Server HVAC system. The current HVAC system has reached its useful life and is need of replacement to ensure required environmental controls are in working order to maintain the City servers.

It is the recommendation of the Municipal Services Department to accept the lowest responsive, responsible bid of Alan Clark Construction LLC, in the amount of \$52,600.00. Funding for the City Hall HVAC Replacement was approved in the 2015-2016 general buildings budget.

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 City Clerk

Opening Date: March 3, 2016

TABULATION

City Hall Server HVAC Replacement

Engineer: Bradley Engineering/Chartered

BIDDER

River's West Construction, Inc. Alan Clark Construction LLC CR Clark Construction, LLC

Idaho Falls, Idaho

Idaho Falls, Idaho

Shelley, Idaho

Bid Security	5%	5%	5%
Public Works License	013042-AA-3	020156-A	017831-A-3
Certificate of Eligibility	YES	YES	YES
Contractor's Affidavit of Taxes	YES	YES	YES
Drug and Alcohol Free Affidavit	YES	YES	YES
Addenda (1 and 2)	YES	YES	YES
Base Bid	\$58,600.00	\$52,600.00	\$72,780.00
Total Cost	\$58,600.00	\$52,600.00	\$72,780.00
Subcontractors			
Electrical	Arco Electric Idaho, Inc.	Mountain West Electric Inc.	Mountain West Electric Inc.
HVAC	B & S Boiler, Inc.	B & S Boiler, Inc.	B & S Boiler, Inc.



MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
DATE: March 16, 2016

RE: Bid IF-16-17 Refuse Containers

Attached is the tabulation for the above subject bid. It is the recommendation of the Public Works and Municipal Services Departments to accept the lowest responsive, responsible bid from Otto Environmental Systems to provide 95-Gallon Refuse Containers for a lump sum amount of \$272,400.00. This is the second year of a three-year budgeted project for Sanitation.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

City of Idaho Falls

P. O. BOX 50220
IDAHO FALLS, IDAHO 83405
PHONE: (208) 612-8433
FAX: (208) 612-8536

Office of Purchasing Agent

Opening Date: February 17, 2016

BID TABULATION BID IF-16-17

New 95-Gallon Refuse Containers

BIDDER	1) Otto Environmental Systems Charlotte, NC	2) Schaefer Systems International Charlotte, NC	3) Toter Incorporated Statesville, NC	4) Rehrig Pacific Company Los Angeles, CA	3) Solid Waste Systems. Spokane Valley, WA
Manufacturer	Otto Environmental Systems	Schaefer Systems International	No Bid	Rehrig Pacific Company	Cascade Engineering
Price per Each – Quantity 6,000	\$45.40	\$46.25		\$48.45	\$46.62
Lump Sum Total Price	\$272,400.00	\$277,500.00		\$290,700.00	\$279,720.00
Delivery Time	60 Days ARO	4 Weeks ARO		30 Days ARO	4 – 6 Weeks ARO



MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
DATE: March 16, 2016

RE: Bid IF-16-18 Sole Plate and Seal
Wear Rings for the Bulb Turbine
Shaft Seal Project

Attached is the tabulation for the above subject bid. It is the recommendation of Idaho Falls Power and Municipal Services Departments to accept the lowest responsive, responsible bid from American Fabrication to manufacture and furnish the Sole Plate and Seal Wear Rings for a lump sum amount of \$68,280.00. Funding for this project is within the Idaho Falls Power 2015/16 budget.

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 Purchasing Agent

Opening Date: March 15, 2016

TABULATION
 BID IF-16-18

Sole Plate and Seal Wear Rings for Bulb Turbine Shaft Seal Project

BIDDER

Wagstaff Applied Technologies

American Fabrication

Spokane, Washington

Idaho Falls, Idaho

One (1) Sole Plate	\$63,613.00	\$6,440.00
Two (2) Seal Wear Rings (halves)	\$4,959.00	\$61,840.00
Lump Sum Total	\$68,572.00	\$68,280.00
Delivery Time:	19-20 Weeks ARO	17-20 Weeks ARO



MEMORANDUM

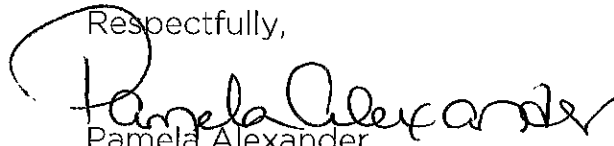
TO: Mayor and City Council
FROM: Municipal Services Department
DATE: March 16, 2016

RE: Bid IF-16-E Vehicles

It is the recommendation of the Municipal Services Department to piggyback the State of Idaho Contracts with Goode Motor and Edmark Chevrolet to furnish the following vehicles that have reached their useful life and recommended for replacement. The vehicles have been budgeted in the Municipal Equipment Replacement Fund. The replacements will be sold on Property Rooms.com. The lump sum total for this purchase is \$183,238.66.

Item/ Quantity	Make and Model Bid	Bidder	Unit Price	Extended Price
1) 1	2016 Suburban, Chevrolet, 4x4 With Options (Fire)	Edmark Chevrolet State SBPO 16200405	\$42,118.43	\$42,118.43
2) 1	2016 SUV, Ford Expedition, 4x4 with Options (Fire)	Goode Motor State SBPO 16200401	\$34,186.05	\$34,186.05
3) 1	2016 Pickup, Ford F250, 4x4, with Options (Street)	Goode Motor State SBPO 16200401	\$26,331.08	\$26,331.08
4) 1	2016 Pickup, Ford F150, 4x4, with Options (Power)	Goode Motor State SBPO 16200401	\$24,660.45	\$24,660.45
5) 1	2016 Pickup, Ford F350, 4x4, with Options (Parks)	Goode Motor State SBPO 16200401	\$29,843.44	\$29,843.44
6) 1	2016 Pickup, Ford F350, 4x4, with Options (Parks)	Goode Motor State SBPO 16200401	\$26,099.21	\$26,099.21
TOTAL				\$183,238.66

Respectfully,


 Pamela Alexander
 Municipal Services Director


 Chandra Witt
 General Services Administrator


 Heidi Carlson
 Purchasing Agent

VEHICLE ORDER FORM

Agency Instructions: Ordering agency is to complete the above and forward it to the Division of Purchasing with their requisition. The Division of Purchasing will issue all vehicle Purchase Orders for the State of Idaho, State Agencies.

Agency Name:	City of Idaho Falls
Agency Req. #:	
EXPO #:	See Attached

Contract Number:	SBPO	16200405
Dealership Name:	Edmark	
Dealer Contact:	Mike Simpson	
Phone Number:	208-863-0787	
Delivery AREA (A, B or C):	C	

VEHICLE	
Brand:	Chevrolet
Contract Group - Item #:	C-13
Model #:	CK15906
Description:	Suburban, 4WD

**** NOTE **** Delivery to any location within 50 (one-way) highway miles of any of the "Major Idaho Cities" within the AREA is included in the Base Vehicle Price. Delivery to any location within the AREA but over 50 miles from the city is an additional charge of \$3.00 per mile (one-way miles) for every mile in excess of the 50 miles.

OPTIONAL EQUIPMENT			
CODE	PRICE	DESCRIPTION	
1LS	\$ -	LS Preferred Equipment Group	
AG1	\$ -	Seat Adjuster, driver power, multidirectional	
AZ3	\$ (227.50)	Seats, front 40/20/40 split with Premium Cloth	
IO3	\$ (386.75)	Audio System, AM/FM stereo with CD Player/Input Jack	
K05	\$ 68.25	Engine Block Heater	
NHT	\$ 709.80	Max Trailing Package (3.42 Rear Axle, Trailer Brake Controller, Suspension Package, 2-Speed Active Transfer Case)	
UE0	\$ (77.35)	On-Star Delete	
VK3	\$ -	License Plate Front Mounting Package	
Options Total:		\$ 86.45	

NOTE: All Options are at Dealer Invoice

INTERIOR COLOR Cocoa/Dune - H2T

EXTERIOR COLOR Summit White - GAZ

CONTACT AND DELIVERY	
Agency Name:	City of Idaho Falls
Agency Contact Person:	David Nelson
Phone:	208-612-8494
FAX:	
E-Mail:	dcn@idahofallsidaho.gov
Vehicle Delivery Address:	Equipment Maintenance Facility 2530 Hemmert Idaho Falls, Idaho 83401
Contractor to register vehicle:	YES: _____ NO: _____
Agency Name on title:	City of Idaho Falls
Agency Address on title:	PO Box 50220 Idaho Falls, Idaho 83405

PRICING BREAKDOWN	
Base Vehicle Price:	\$ 41,512.00
Deduct Bid Assistance:	
Add Mfg's Destination Charge:	
Add AREA Margin:	
Add Options Total:	\$ 86.45
** Additional Delivery:	
Contract Admin/Usage Fee 1.25%	\$ 519.98
Total NET UNIT Price:	\$ 42,118.43
QUANTITY:	
Purchase Order Total:	\$ 42,118.43

(Agency to complete for DOP use only)
County of principal Use:
(Where vehicle will accumulate the majority of its annual mileage)
VIN:

ORDER ACKNOWLEDGEMENT by CONTRACTOR:

EXPO # _____	Date order accepted by Factory: _____
Use EXPO # (not SBPO #)	
(Signature) _____	Date _____

(Contractor is to complete & return acknowledgement to the Division of Purchasing)

Division of Purchasing FAX:

208-327-7320

Division of Purchasing contacts:

Danny Downen @ 208-332-1605 purchasing@adm.idaho.gov

VEHICLE ORDER FORM

Agency Instructions: Ordering agency is to complete the above and forward it to the Division of Purchasing with their requisition. The Division of Purchasing will issue all vehicle Purchase Orders for the State of Idaho, State Agencies.

Agency Name:	City of Idaho Falls
Agency Req. #:	
EXPO #:	See Attached

Contract Number:	SBPO	16200401
Dealership Name:	Goode Motor	
Dealer Contact:	Dave Hanchey	
Phone Number:	208-878-5611	
Delivery AREA (A, B or C):	C	

VEHICLE	
Brand:	Ford
Contract Group - Item #:	F-17
Model #:	U1G
Description:	Expedition 4WD

**** NOTE **** Delivery to any location within 50 (one-way) highway miles of any of the "Major Idaho Cities" within the AREA is Included in the Base Vehicle Price. Delivery to any location within the AREA but over 50 miles from the city is an additional charge of \$3.00 per mile (one-way miles) for every mile in excess of the 50 miles.

OPTIONAL EQUIPMENT			
CODE	PRICE	DESCRIPTION	
41H	\$ 32.00	Engine Block Heater	
153	\$ -	License Plate Bracket	
Options Total:		\$ 32.00	

NOTE: All Options are at Dealer Invoice

INTERIOR COLOR Dune - CD

EXTERIOR COLOR Oxford White - Z1

CONTACT AND DELIVERY	
Agency Name:	City of Idaho Falls
Agency Contact Person:	David Nelson
Phone:	208-612-8494
FAX:	
E-Mail:	dcn@idahofallsidaho.gov
Vehicle Delivery Address:	Equipment Maintenance Facility 2530 Hemmert Idaho Falls, Idaho 83401
Contractor to register vehicle:	YES: _____ NO: _____
Agency Name on title:	City of Idaho Falls
Agency Address on title:	PO Box 50220 Idaho Falls, Idaho 83405

PRICING BREAKDOWN	
Base Vehicle Price:	\$ 33,732.00
Deduct Bid Assistance:	
Add Mfg's Destination Charge:	
Add AREA Margin:	
Add Options Total:	\$ 32.00
** Additional Delivery:	
Contract Admin/Usage Fee 1.25%	\$ 422.05
Total NET UNIT Price:	\$ 34,186.05
QUANTITY:	
Purchase Order Total:	\$ 34,186.05

(Agency to complete for DOP use only)
County of principal Use:
(Where vehicle will accumulate the majority of its annual mileage)
VIN:

ORDER ACKNOWLEDGEMENT by CONTRACTOR:

EXPO # _____
Use EXPO # (not SBPO #)

Date order accepted by Factory: _____

(Signature)

Date

(Contractor is to complete & return acknowledgement to the Division of Purchasing)

Division of Purchasing FAX:

208-327-7320

Division of Purchasing contacts:

Danny Downen @ 208-332-1605 purchasing@adm.idaho.gov

3 VEHICLE ORDER FORM

Agency Instructions: Ordering agency is to complete the above and forward it to the Division of Purchasing with their requisition. The Division of Purchasing will issue all vehicle Purchase Orders for the State of Idaho, State Agencies.

Agency Name:	City of Idaho Falls
Agency Req. #:	
EXPO #:	See Attached

Contract Number:	SBPO	16200401
Dealership Name:	Goode	
Dealer Contact:	Dave Hanchey	
Phone Number:	208-878-5611	
Delivery AREA (A, B or C):	C	

VEHICLE	
Brand:	Ford
Contract Group - Item #:	F-37
Model #:	X2B
Description:	Pickup, F-250, 158", 4WD

**** NOTE **** Delivery to any location within 50 (one-way) highway miles of any of the "Major Idaho Cities" within the AREA is included in the Base Vehicle Price. Delivery to any location within the AREA but over 50 miles from the city is an additional charge of \$3.00 per mile (one-way miles) for every mile in excess of the 50 miles.

OPTIONAL EQUIPMENT			
CODE	PRICE	DESCRIPTION	
600A	\$ -	Option Package	
41H	\$ 68.00	Engine Block Heater	
473	\$ 77.00	Snow Plow Prep Package	
52B	\$ 244.00	Trailer Brake Controller	
592	\$ 51.00	Roof Marker/Clearance Lamps	
	\$ -	Front License Plate	
Options Total:		\$ 440.00	

NOTE: All Options are at Dealer Invoice

INTERIOR COLOR Steel - AS

EXTERIOR COLOR Oxford White - Z1

CONTACT AND DELIVERY	
Agency Name:	City of Idaho Falls
Agency Contact Person:	David Nelson
Phone:	208-612-8494
FAX:	
E-Mail:	dcn@idahofallsidaho.gov
Vehicle Delivery Address:	Equipment Maintenance Facility 2530 Hemmert Idaho Falls, Idaho 83401
Contractor to register vehicle:	YES: _____ NO: _____
Agency Name on title:	City of Idaho Falls
Agency Address on title:	PO Box 50220 Idaho Falls, Idaho 83405

PRICING BREAKDOWN	
Base Vehicle Price:	\$ 25,566.00
Deduct Bid Assistance:	
Add Mfg's Destination Charge:	
Add AREA Margin:	
Add Options Total:	\$ 440.00
** Additional Delivery:	
Contract Admin/Usage Fee 1.25%	\$ 325.08
Total NET UNIT Price:	\$ 26,331.08
QUANTITY:	1
Purchase Order Total:	\$ 26,331.08

(Agency to complete for DOP use only)
County of principal Use:
(Where vehicle will accumulate the majority of its annual mileage)
VIN:

ORDER ACKNOWLEDGEMENT by CONTRACTOR:	
EXPO # _____ Use EXPO # (not SBPO #)	Date order accepted by Factory: _____
_____ (Signature)	
_____ Date	

(Contractor is to complete & return acknowledgement to the Division of Purchasing)

Division of Purchasing FAX:

208-327-7320

Division of Purchasing contacts:

Danny Downen @ 208-332-1605 purchasing@adm.idaho.gov

4

VEHICLE ORDER FORM

Agency Ordering agency is to complete the above and forward it to the Division of Purchasing with their requisition.
Instructions: The Division of Purchasing will issue all vehicle Purchase Orders for the State of Idaho, State Agencies.

Agency Name:	City of Idaho Falls
Agency Req. #:	
EXPO #:	See Attached

Contract Number:	SBPO	16200401
Dealership Name:	Goode	
Dealer Contact:	Dave Hanchey	
Phone Number:	208-878-5611	
Delivery AREA (A, B or C):	C	

VEHICLE	
Brand:	Ford
Contract Group - Item #:	F-26
Model #:	X1E
Description:	Pickup, F-150, 145", 4WD

**** NOTE **** Delivery to any location within 50 (one-way) highway miles of any of the "Major Idaho Cities" within the AREA is included in the Base Vehicle Price. Delivery to any location within the AREA but over 50 miles from the city is an additional charge of \$3.00 per mile (one-way miles) for every mile in excess of the 50 miles.

OPTIONAL EQUIPMENT			
CODE	PRICE	DESCRIPTION	
100A	\$ -	Base Equipment Package	
85A	\$ 1,057.00	XL Power Equipment Group (Windows and Doors)	
153	\$ -	Front License Plate	
91V	\$ 181.00	110V/400W Outlet	
41H	\$ 82.00	Engine Block Heater	
Options Total:		\$ 1,320.00	

NOTE: All Options are at Dealer Invoice

INTERIOR COLOR Medium Earth Gray - AG

EXTERIOR COLOR Oxford White - YZ

CONTACT AND DELIVERY	
Agency Name:	City of Idaho Falls
Agency Contact Person:	David Nelson
Phone:	208-612-8494
FAX:	
E-Mail:	dcn@idahofallsidaho.gov
Vehicle Delivery Address:	Equipment Maintenance Facility 2530 Hemmert Idaho Falls, Idaho 83401
Contractor to register vehicle:	YES: _____ NO: _____
Agency Name on title:	City of Idaho Falls
Agency Address on title:	PO Box 50220 Idaho Falls, Idaho 83405

PRICING BREAKDOWN	
Base Vehicle Price:	\$ 23,036.00
Deduct Bid Assistance:	
Add Mfg's Destination Charge:	
Add AREA Margin:	
Add Options Total:	\$ 1,320.00
** Additional Delivery:	
Contract Admin/Usage Fee 1.25%	\$ 304.45
Total NET UNIT Price:	\$ 24,660.45
QUANTITY:	1
Purchase Order Total:	\$ 24,660.45

(Agency to complete for DOP use only)
County of principal Use:
(Where vehicle will accumulate the majority of its annual mileage)
VIN:

ORDER ACKNOWLEDGEMENT by CONTRACTOR:	
EXPO # _____	Date order accepted by Factory: _____
Use EXPO # (not SBPO #)	
_____	_____/_____/_____ (Signature) Date

(Contractor is to complete & return acknowledgement to the Division of Purchasing)

Division of Purchasing FAX:

208-327-7320

Division of Purchasing contacts:

Danny Downen @ 208-332-1605 purchasing@adm.idaho.gov

5 VEHICLE ORDER FORM

Agency Instructions: Ordering agency is to complete the above and forward it to the Division of Purchasing with their requisition. The Division of Purchasing will issue all vehicle Purchase Orders for the State of Idaho, State Agencies.

Agency Name:	City of Idaho Falls
Agency Req. #:	
EXPO #:	See Attached

Contract Number:	SBPO	16200401
Dealership Name:	Goode	
Dealer Contact:	Dave Hanchey	
Phone Number:	208-878-5611	
Delivery AREA (A, B or C):	C	

VEHICLE	
Brand:	Ford
Contract Group - Item #:	F-49
Model #:	W3B
Description:	Pickup, F-350, 172", 4WD SRW

**** NOTE **** Delivery to any location within 50 (one-way) highway miles of any of the "Major Idaho Cities" within the AREA is included in the Base Vehicle Price. Delivery to any location within the AREA but over 50 miles from the city is an additional charge of \$3.00 per mile (one-way miles) for every mile in excess of the 50 miles.

OPTIONAL EQUIPMENT			
CODE	PRICE	DESCRIPTION	
610A	\$ -	Base Equipment Package	
41H	\$ 68.00	Engine Block Heater	
52B	\$ 244.00	Trailer Brake Controller	
	\$ -	Front License Plate	
Options Total:		\$ 312.00	

NOTE: All Options are at Dealer Invoice

INTERIOR COLOR Steel - AS

EXTERIOR COLOR Oxford White - Z1

CONTACT AND DELIVERY	
Agency Name:	City of Idaho Falls
Agency Contact Person:	David Nelson
Phone:	208-612-8494
FAX:	
E-Mail:	dcn@idahofallsidaho.gov
Vehicle Delivery Address:	Equipment Maintenance Facility 2530 Hemmert Idaho Falls, Idaho 83401
Contractor to register vehicle:	YES: _____ NO: _____
Agency Name on title:	City of Idaho Falls
Agency Address on title:	PO Box 50220 Idaho Falls, Idaho 83405

PRICING BREAKDOWN	
Base Vehicle Price:	\$ 29,163.00
Deduct Bld Assistance:	
Add Mfg's Destination Charge:	
Add AREA Margin:	
Add Options Total:	\$ 312.00
** Additional Delivery:	
Contract Admin/Usage Fee 1.25%	\$ 368.44
Total NET UNIT Price:	\$ 29,843.44
QUANTITY:	1
Purchase Order Total:	\$ 29,843.44

(Agency to complete for DOP use only)
County of principal Use:
(Where vehicle will accumulate the majority of its annual mileage)
VIN:

ORDER ACKNOWLEDGEMENT by CONTRACTOR:

EXPO # _____
Use EXPO # (not SBPO #)

Date order accepted by Factory: _____

(Signature)

Date

(Contractor is to complete & return acknowledgement to the Division of Purchasing)

Division of Purchasing FAX:

208-327-7320

Division of Purchasing contacts:

Danny Downen @ 208-332-1605 purchasing@adm.idaho.gov

6 VEHICLE ORDER FORM

Agency Instructions: Ordering agency is to complete the above and forward it to the Division of Purchasing with their requisition. The Division of Purchasing will issue all vehicle Purchase Orders for the State of Idaho, State Agencies.

Agency Name:	City of Idaho Falls
Agency Req. #:	
EXPO #:	See Attached

Contract Number:	SBPO	16200401
Dealership Name:	Goode	
Dealer Contact:	Dave Hanchey	
Phone Number:	208-878-5611	
Delivery AREA (A, B or C):	C	

VEHICLE	
Brand:	Ford
Contract Group - Item #:	F-36
Model #:	X2B
Description:	Pickup, F-350, 172", 4WD SRW

**** NOTE **** Delivery to any location within 50 (one-way) highway miles of any of the "Major Idaho Cities" within the AREA is included in the Base Vehicle Price. Delivery to any location within the AREA but over 50 miles from the city is an additional charge of \$3.00 per mile (one-way miles) for every mile in excess of the 50 miles.

OPTIONAL EQUIPMENT			
CODE	PRICE	DESCRIPTION	
600A	\$ -	Base Equipment Package	
473	\$ 77.00	Snow Plow Prep Package	
41H	\$ 68.00	Engine Block Heater	
52B	\$ 244.00	Trailer Brake Controller	
	\$ -	Front License Plate	
Options Total:		\$ 389.00	

NOTE: All Options are at Dealer Invoice

INTERIOR COLOR Steel - AS

EXTERIOR COLOR Oxford White - Z1

CONTACT AND DELIVERY	
Agency Name:	City of Idaho Falls
Agency Contact Person:	David Nelson
Phone:	208-612-8494
FAX:	
E-Mail:	dcn@idahofallsidaho.gov
Vehicle Delivery Address:	Equipment Maintenance Facility 2530 Hemmert Idaho Falls, Idaho 83401
Contractor to register vehicle:	YES: _____ NO: _____
Agency Name on title:	City of Idaho Falls
Agency Address on title:	PO Box 50220 Idaho Falls, Idaho 83405

PRICING BREAKDOWN	
Base Vehicle Price:	\$ 25,388.00
Deduct Bid Assistance:	
Add Mfg's Destination Charge:	
Add AREA Margin:	
Add Options Total:	\$ 389.00
** Additional Delivery:	
Contract Admin/Usage Fee 1.25%	\$ 322.21
Total NET UNIT Price:	\$ 26,099.21
QUANTITY:	1
Purchase Order Total:	\$ 26,099.21

(Agency to complete for DOP use only)
County of principal Use:
(Where vehicle will accumulate the majority of its annual mileage)
VIN:

ORDER ACKNOWLEDGEMENT by CONTRACTOR:

EXPO # _____	Date order accepted by Factory: _____
Use EXPO # (not SBPO #)	
(Signature) _____	Date / /

(Contractor is to complete & return acknowledgement to the Division of Purchasing)

Division of Purchasing FAX:

208-327-7320

Division of Purchasing contacts:

Danny Downen @ 208-332-1605 purchasing@adm.idaho.gov

NTB16000116 - Statewide Vehicles, Bid Closed September 25, 2015 at 5 PM MT

[illegible]

SUV

ITB16000116 - Statewide Vehicles, Bid Closed September 25, 2015 at 5 PM MT

Bid Tabulation

SUV (Buick)	Bonanza		
	A	B	C
Group 1	\$36,213.00	\$35,659.00	\$35,893.00
SUV (Chevrolet)	Edmark		
	A	B	C
Group 1	\$27,332.56	\$26,927.56	\$27,107.56
SUV (Ford)	Goode Motors		
	A	B	C
Group 1	\$25,802.00	\$25,612.00	\$25,652.00
SUV (Dodge)	MH Auto Ranch		
	A	B	C
Group 1	\$19,711.50	\$19,336.50	\$19,611.50
SUV (Nissan)	MH Auto Ranch		
	A	B	C
Group 2	\$20,604.00	\$19,914.00	\$19,914.00
SUV (Jeep)	Silver Creek		
	A	B	C
Group 1	\$18,375.00	\$18,500.00	\$18,775.10
SUV (GMC)	Edmark		
	A	B	C
Group 1	\$41,708.51	\$41,608.51	\$41,608.51

SUV (Chevrolet)	MH Auto Ranch		
	A	B	C
Group 1	\$33,388.01	\$33,013.01	\$33,288.01
SUV (Ford)	MH Auto Ranch		
	A	B	C
Group 1	\$26,317.90	No Bid	No Bid
SUV (Dodge)	Silver Creek		
	A	B	C
Group 1	\$19,352.00	\$19,212.00	\$19,212.00
SUV (Nissan)	Silver Creek		
	A	B	C
Group 1	\$19,781.50	\$19,271.50	\$19,431.50
SUV (Jeep)	Silver Creek		
	A	B	C
Group 1	\$19,439.64	\$19,299.64	\$19,299.64
SUV (GMC)	Edmark		
	A	B	C
Group 1	\$38,183.98	\$37,908.98	\$38,183.98

SUV (Chevrolet)	MH Auto Ranch		
	A	B	C
Group 1	\$33,388.01	\$33,013.01	\$33,288.01
SUV (Ford)	MH Auto Ranch		
	A	B	C
Group 1	\$26,317.90	No Bid	No Bid
SUV (Dodge)	Silver Creek		
	A	B	C
Group 1	\$19,781.50	\$19,271.50	\$19,431.50
SUV (Nissan)	Silver Creek		
	A	B	C
Group 1	\$19,439.64	\$19,299.64	\$19,299.64
SUV (Jeep)	Silver Creek		
	A	B	C
Group 1	\$19,439.64	\$19,299.64	\$19,299.64
SUV (GMC)	Edmark		
	A	B	C
Group 1	\$38,183.98	\$37,908.98	\$38,183.98

IDAHO

State of Idaho

CHANGE ORDER - 01

Change Order Summary		Supplier
Purchase Order Name:	Statewide Vehicles	DAVE HANCHEY GOODE MOTOR 1096 EAST MAIN P O BOX 130 DURLEY, ID 83318 Phone: 208-878-5611
Purchase Order Number:	SBPO16200401	Fax: 208-878-0499
Contract Number:		Email: dave@goodemotor.com
Revision Number:	01	
Change Order Date:	December 8, 2015	Buyer Contact
Service Start Date:	December 8, 2015	Danny Downen Tel: 208-332-1605 Fax: 208-327-7320 daniel.downen@adm.idaho.gov
Service End Date:	October 25, 2017	
Submitted By:	Danny Downen	
Payment Method:	Invoice	
Payment Terms:	NET30	
Bill To Address		Ship To Address
DOP - Various State Agencies State of Idaho Various Locations See Below for Details on Specific Locations Various, Idaho 83702		DOP - Various State Agencies State of Idaho Various Locations See Below for Details on Specific Locations Various, Idaho 83702
Phone: 208-327-7465		Phone: 208-327-7465
Fax: 208-327-7320		Fax: 208-327-7320
Email: purchasing@adm.idaho.gov		Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations		Mail Stop: DOP - Various Locations

Additional Information

Change Order Summary			
Item	Date Changed	Old Value	New Value
Header Attachment	Attachment gets Added		Copy of Goode Motors-Bid Schedule - Ford.xls
Buyer Defined Field	Supplemental Data Field "Service Start Date" gets changed	10/26/2015	12/08/2015
Buyer Defined Field	Supplemental Data Field "General Instructions" gets changed	<p>Statewide Blanket Purchase Order (SBPO) Contract for Statewide Vehicles for the benefit of the State of Idaho and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of two (2) years commencing October 26, 2015 ending October 25, 2017, with the option to renew for one (1) additional one (1) year period.</p> <p>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any Invoices/statement will facilitate the efficient processing of payment.</p> <p>QUANTITIES: The State of Idaho, Division of Purchasing can only give Approximations of quantities and will not be held responsible for figures given in this document.</p>	
Item Unit Price	Unit Price changed on Line Item		
	Ford Statewide Vehicles per Attached Solicitation and Bid Schedule	350000.00	100000.00
Item Total Amount	Total Amount changed on Line Item		
	Ford Statewide Vehicles per Attached Solicitation and Bid Schedule	700000.00	200000.00

Instructions

The purpose of this amendment is to include Ford Vans (see attached reference name "Copy of Goode Motors - Bid Schedule - Ford") to the current vehicles that are being supplied.

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

Note: The dollar amount listed is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State, or may be dependant upon the specific terms of the Contract.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
2	0	ARN	#1	Ford Statwide Vehicles per attached solicitation and Bid Schedule	07104	\$100,000.00	\$0.00	\$200,000.00

Delivery Date: December 9, 2015
Shipping Method: Delivery
Shipping Instructions: Shipping address will be provided on the VOF and EXPO.
Ship FOB: Destination
Special Instructions: Bidding address will be provided on the VOF and EXPO.

TOTAL: (USD) \$200,000.00

Signature: 

Signed By: Daniel Downen

IDAHO

State of Idaho

CHANGE ORDER - 01

Change Order Summary

Purchase Order Name: Statewide Vehicles
 Purchase Order Number: SBPO16200405
 Contract Number:
 Revision Number: 01
 Change Order Date: December 8, 2015
 Service Start Date: December 8, 2015
 Service End Date: October 25, 2017
 Submitted By: Danny Downen
 Payment Method: Invoice
 Payment Terms: NET30

Supplier

Mike Simpson
 EDMARK CHEV/GMC
 15700 Idaho Center Blvd
 Nampa, ID 83657
 Phone: 208-853-0787

Fax: 208-442-2660

Email: mikesimpson@edmarknampa.com

Buyer Contact

Danny Downen
 Tel: 208-332-1605
 Fax: 208-327-7320
 daniel.downen@adm.idaho.gov

Bill To Address

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

Ship To Address

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

Additional Information

Change Order Summary			
Item	Data Changed		New Value
Header Attachment	Attachment gets Added	Old Value	Copy of Edmark- Bid Schedule- GMC.xls
Buyer Defined Field	Supplemental Data Field "Service Start Date" gets changed	10/26/2015	12/08/2015
Buyer Defined Field	Supplemental Data Field "General Instructions" gets changed	<p>Statewide Blanket Purchase Order (SBPO) Contract for Statewide Vehicles for the benefit of the State of Idaho and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-1327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of two (2) years commencing October 26, 2015 ending October 25, 2017, with the option to renew for one (1) additional one (1) year period.</p> <p>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any Invoices/statement will facilitate the efficient processing of payment.</p> <p>QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.</p>	
Item Unit Price	Unit Price changed on Line Item	Old Value	New Value
	GMC Statwide Vehicles per Attached Solicitation and Bid Schedule	\$00800.00	108000.00
Manufacturer	Manufacturer Name changed on Line Item	Old Value	New Value
	GMC Statwide Vehicles per Attached Solicitation and Bid Schedule	Chevrolet and GMC	GMC

Item Total Amount	Total Amount Changed on Line Item GMC Statwide Vehicles per attached solicitation and Bid Schedule	1000000.00	200000.00
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Instructions

The purpose of this amendment is to include GMC Vans (see attached reference name "Copy of Edmark - Bid Schedule - GMC") to the current vehicles that are being supplied.

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

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

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
2	0	ANN	#1	GMC Statwide Vehicles per attached solicitation and Bid Schedule	07104	\$100,000.00	\$0.00	\$200,000.00

Delivery Date: December 9, 2015
 Shipping Method: Delivery
 Shipping Instructions: Shipping address will be provided on the VOF and EXPO.
 Ship FOB: Destination
 Special Instructions: Billing address will be provided on the VOF and EXPO.

TOTAL: (USD) \$200,000.00

Signature: 

Signed By: Daniel Downen

MERF Replacment for March 24, 2016 Council Meeting

Street Department Replacement

#1502 2003 Pick-up ½ ton Fully Depreciated 105,500 Miles

Idaho Falls Power Replacement

#304 2001 Compact Pick-up Fully Depreciated 60,000 Miles

Will move #304 to City Pool and replace -- #44 1999 Compact Pick-up 145,000 Miles

Fire Replacment

#404 2001 Pick-up ½ ton Fully Depreciated 115,000 Miles

#403 2000 Expedition Fully Depreciated 144,000 Miles

Parks Replacement

#1000 2001 Pick-up 1 Ton Fully Depreciated 120,000 Miles

#2501 2006 Pick-up ¾ Ton Fully Depreciated 113,000 Miles

Will move #2501 to Pool and replace -- #373 1995 Pick-up 1 T 135,000 Miles

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig H. Davis, Airport Director

DATE: March 24, 2016

SUBJECT: **Work Order 16-01 – T-O Engineers**
Runway 17/35 Planning Study Project
FAA AIP Project No. 3-16-0018-044-2019

Attached for your consideration is Work Order 16-01 under the approved Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc. in the amount of \$106,620.00 for the Runway 17/35 Planning Study Project. The project has been approved to be funded through the FAA AIP program at 93.75% with the remaining costs covered under Airport budgeted funds.

The City Attorney has reviewed said work order.

The Airport Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said document.

Respectfully submitted,



Craig H. Davis
Airport Director

c: City Clerk

**WORK ORDER 16-01
IDAHO FALLS REGIONAL AIRPORT (IDA)
IDAHO FALLS, IDAHO
RUNWAY 17-35 PLANNING STUDY**

This Work Order shall be attached to, made a part of, and incorporated by reference into a Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc., dated March 2014.

SCOPE OF WORK

The Scope of Work, dated February 16, 2016 for this effort is attached as Exhibit A. This document describes the anticipated work effort and schedule in detail.

FEES

Fees for services provided under this Work Order will be determined and billed as a lump sum:

- **Total Fee:** **\$106,620.00**

Fees for the phases of work will be calculated with the methods listed above, as defined in the Agreement. Fees have been calculated using Consultant's current Fee Schedule. A detailed Fee Proposal, dated February 16, 2016 is attached as Exhibit B.

IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 16-01 to the AGREEMENT the day and year first above written.

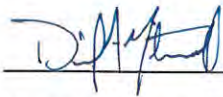
FOR: CITY OF IDAHO FALLS,

By: _____

Title: _____

Date: _____

FOR: T-O ENGINEERS, INC.



By: David A. Mitchell, P.E.

Title: Aviation Services Manager/Vice President

Date: March 16, 2016



EXHIBIT A

IDAHO FALLS REGIONAL AIRPORT (IDA)

IDAHO FALLS, IDAHO

RUNWAY 17-35 PLANNING STUDY

INTRODUCTION

The Idaho Falls Regional Airport is located in Idaho Falls, Idaho and serves Eastern Idaho, Southern Montana, and Western Wyoming. The airport also serves as an access point to multiple tourist destinations including Yellowstone National Park, Grand Teton National Park, Jackson Hole, Wyoming and Sun Valley, Idaho. The airport is served by multiple commercial service air carriers including Allegiant, Delta and United Airlines. A large number of corporate jets and general aviation (GA) aircraft also use the airfield for business, recreation and travel. The City of Idaho Falls owns and manages the airport.

According to the National Park Services website, the airport was originally constructed in 1929 and consisted of a gravel landing strip. In 1935, the City of Idaho Falls partnered with the Works Project Administration (WPA) to produce the plans and funding for a true airport. The existing Red Baron Hangar, administrator's cabin and beacon tower were built in 1936. The hangar provided for maintenance, repair and shelter for aircraft, as well as support for the pilots. The airport facilities were completed by 1937, including extended and improved runways and new underground fuel tanks and pumps. The Red Baron Hangar, cabin and beacon tower were listed in the National Register of Historic Places (NRHP) in 1997 as contributing resources to the Idaho Falls Airport Historic District.

Today the airfield is comprised of two runways, three taxiways and multiple aprons including both commercial and general aviation aprons. Runway 2-20 is 9,002 feet long by 150 feet wide and serves as the primary instrument runway with a Category I (CAT I) Instrument Landing System (ILS) to Runway 20. Runway 17-35 is 4,051 feet long by 75 feet wide and is currently a visual only runway. Taxiway Alpha (A) runs along Runway 2-20 from the Runway 2 end to the Runway 20 end and terminates at the Runway 17 end. Taxiway Bravo (B) runs along Runway 17-35. Taxiway Charlie (C) runs from the apron in front of the Red Baron Hangar across Runway 17-35 and Taxiway A, terminating at Runway 2-20. The airport has one Fixed Base Operator (FBO) on the airfield. The FBO operates out of multiple hangars on the airfield and also leases the Red Baron Hangar.

Multiple design standard deficiencies and safety issues have been identified with Runway 17-35 and the surrounding environment. Below is a brief summary of the known issues to date.

During a Part 139 inspection in 2014, it was noted the Runway Safety Area (RSA) and Runway Object Free Area (OFA) of Runway 17-35 did not appear to meet standards for a Runway Design Code (RDC) of B-II. It should be noted that FAA terminology was revised in late 2012 and added the RDC to categorize a runway and Taxiway Design Group (TDG) to categorize a taxiway. The RSA was penetrated by several trees and the OFA was penetrated by a fence, various utilities and part of the main airport access road. As this runway is not used for Part 139 operations, the FAA inspector notified Airport Management and the Helena Airport District Office (ADO) of the discrepancy. In reviewing available data, the 2010 Master Plan Update listed an existing and future Airport Reference Code (ARC) for Runway 17-35 of B-II while the 1999 Master Plan listed an existing and future ARC for Runway 17-35 as B-I Small. There is no discussion in the narrative report associated with the 2010 Master Plan on the critical aircraft for Runway 17-35 or the type of aircraft utilizing the runway that require an ARC of B-II. When originally constructed, both Runway 17-35 and Runway 2-20 were 150 feet wide. In 2004, a project was completed to narrow

the Runway 17-35 from 150 feet wide to 75 feet. When the 1999 Airport Layout Plan (ALP) was updated for construction in 2004, the ARC remained B-I Small even though the runway width met B-II standards.

Taxiway B runs parallel to Runway 17-35 at a centerline offset of approximately 270 feet. This exceeds the separation requirements for B-II (240 feet), B-I (225 feet) and B-I Small (150 feet). The movement area boundary line for the Air Operations Area (AOA) is located approximately 32 feet from the centerline of Taxiway B. This does not meet the requirement for any ADG. In areas where aircraft are taxiing at low speeds, the distance from the taxiway centerline to the movement area line should be at least half the width of the Taxiway OFA (ADG I TOFA – 79 feet and ADG II TOFA – 115 feet) and in areas where aircraft are taxiing at higher speeds, the distance should be at least half the width of the Taxiway OFA (ADG I TOFA – 89 feet and ADG II TOFA – 131 feet).

Several businesses are located off of the Runway 35 end inside the Runway Protection Zone (RPZ). The leases for several of these businesses will be up for renewal in the short- to mid-term timeframe (less than 10 years). As the airport owns the land the businesses are located on, a renewal of these leases could be a violation of a FAA Grant Assurance 21 – Compatible Land Use.

Through several Runway Safety Action Team (RSAT) meetings, four hotspots have been identified on the airfield. These hotspots are all in the vicinity of Runway 17-35 and the associated taxiways. Hotspot 1 is at the holdlines on Taxiway C and Runway 17-35. Aircraft sometimes mistake Runway 17-35 for a taxiway due to the large expanse of pavement. Hotspot 2 is on Taxiway A near the Runway 20 end. Aircraft taxiing to Runway 20 often miss the left turn onto connecting Taxiway A-1. Hotspot 3 is at the holdline on Taxiway A at the Runway 17 end. Aircraft cross the Precision Obstacle Free Zone (POFZ) holdline on Taxiway A and continue past the holdline for Runway 17. Hotspot 4 is the end of Runway 20 and Runway 17. Aircraft sometimes line up on Runway 17 instead of Runway 20. In addition to Hotspots 3 and 4, questions have been raised concerning the presence of an aircraft on the Runway 17 end and the impact, if any, on the approach or departure procedures to Runway 20.

To date hangar development has occurred only on the east side of Runway 17-35 and no development has occurred on the west side of the runway. The lack of development on the west side is due to two main issues; the first is construction of hangars east of Runway 17-35 would obstruct the Tower Line of Sight (LOS) to the runway and the second is construction is not allowed within the critical area of the Very High Frequency Omnidirectional Range (VOR). The VOR is an air navigation aid located in the triangle of land between Taxiway A, Taxiway C and Runway 17-35 and has a critical area with a radius of 1,000 feet surrounding the VOR. During the 2010 Master Plan Update a decision point was reached: to accommodate further development, either the Airport Traffic Control Tower (ATCT) would be relocated or modified or Runway 17-35 would be relocated. The study elected to evaluate relocation of the runway rather than modification or relocation of the ATCT.

The 2010 Master Plan identified some but not all of these issues. The proposed solution was to relocate Runway 17-35 to the west of Runway 2-20 as a parallel runway for GA operations. After the Master Plan was completed, significant opposition to closing and relocating the runway was voiced by the GA community. In addition, current FAA policy does not allow for the funding of a parallel runway until the primary runway has reached capacity. The 2010 Master Plan Update lists an Annual Service Volume (ASV) for Runway 2-20 of 230,000 annual operations. The number of operations forecasted in 2028 for the airport is approximately 67,000. Based on the current forecast, Runway 2-20 will not reach capacity for more than 50 years.

The issues identified above need to be addressed as part of this study as relocation of the runway will not be eligible in the mid- or even long -term planning horizon.

PROJECT APPROACH

In order to address the issues identified previously, a planning study is necessary. This study will identify the existing and future critical aircraft of Runway 17-35 and associated taxiways and determine what improvements are necessary to meet the requirements of the critical aircraft and address design standard deficiencies. As part of the study, a building rehabilitation and preservation plan will be developed to ensure the future use and maintenance of the Red Baron Hangar is in compliance with the requirements of the National Historic Preservation Act.

As the alternative to relocate Runway 17-35 in the previous planning study has drawn significant opposition from the GA community, this planning study will include a significant public involvement process to ensure the needs and input of all stakeholders are considered during the planning process. It is anticipated a Technical Advisory Committee (TAC) will be formed to represent the various stakeholders with an interest in the project.

This planning study will include the components found in a typical Master Plan study including an inventory of existing conditions, facility requirements, alternatives analysis, facilities implementation plan, financial feasibility analysis and an environmental overview. The study will only be focused on Runway 17-35 and the issues identified above including the identification of a critical aircraft for the runway. It is not anticipated new aviation activity forecasts will be developed as part of this project and the forecasts developed and approved as part of the 2010 Master Plan Update can be used as the basis for current and future aviation activity. The study will also include an update to the Airport Layout Plan (ALP) Drawing Set. As the ALP drawing set checklist has changed substantially since 2010, additional work effort will be required to bring the set into reasonable compliance with the checklist. Some tasks of the checklist are outside the scope of this planning study such as the calculation of PCN values for various airport pavements.

The study will be prepared in accordance with the applicable portions of agency guidance including but not limited to the following:

FAA/Federal Aviation Regulations

- Current FAA Standard Operating Procedures (SOPs) checklist dated October 1, 2013
- Helena ADO ALP Set Review and Approval Process Guidance Document (as amended)
- FAA Advisory Circulars (AC):
 - AC 150/5070-6B, Master Plans, Change 2
 - AC 150/5300-13A, Airport Design, Change 1 (or as amended)
 - AC 150/5060-5, Airport Capacity and Delay
 - AC 150/5325-4B, Runway Length Requirements for Airport Design
- 14 CFR Part 77, Objects Affecting Navigable Airspace
- FAA Order 5100.38D, AIP handbook.
- FAA Order 1050.1F, Policies and Procedures for Considering Environmental Impacts
- FAA Order 5050.4B, Airport Environmental Handbook
- FAA Order 5090.3C, Field Formulation of the National Plan of Integrated Airport Systems (NPIAS)
- FAA Order 8260.3B United States Standard for Terminal Instrument Procedures (TERPS)
- Other applicable Advisory Circulars (ACs) and changes, FAA Orders and Federal Aviation Regulations (FARs).

SCOPE OF WORK

The following outlines the Scope of Work and services to be provided as part of this planning study. The general limits of the study area are shown on the attached exhibit. Though the study is anticipated to focus on this area, the bounds of the study may be adjusted as necessary as the study progresses. The following sections provide a narrative description of the effort and tasks associated with each identified study task:

- Study Design
- Project Management and Coordination
- Meetings and Outreach
- Inventory
- Aviation Activity Forecasts
- Facility Requirements
- Alternatives Development
- Environmental Overview
- Capital Improvement and Funding Plan
- Compliance Overview
- Study Documentation

TASK 1.0 – STUDY DESIGN

This task will initiate activities for the planning study including the development of the Scope of Work, fee estimate, Work Order, contract negotiation, and project schedule.

A detailed Scope of Work and project schedule is critical to guide the project to successful completion. The study design task includes development of a comprehensive Scope of Work, definition of effort necessary to accomplish the work scope and the preparation of realistic work efforts and cost estimates for completing the work. It also serves to organize the project team, which includes T-O Engineers, Preservation Solutions, the Sponsor, Idaho Transportation Department (ITD) Division of Aeronautics, and the FAA.

Meetings:

- One pre-planning telecon between T-O Engineers, the Sponsor, FAA Helena ADO and ITD Aeronautics.
- Numerous informal conversations/emails with FAA and the Sponsor.

Task Deliverables:

- Electronic files of the initial and modified draft work scopes, fee estimates, and project schedules; electronic copy of the final draft version of the project scope and schedule, fee estimate, and Work Order.

Task 2.0 – PROJECT MANAGEMENT AND COORDINATION

This task will provide appropriate direction and project management for the development of the planning study throughout the duration of the project. Primary work efforts under this task

include proper and timely communication and coordination between T-O and other planning team members as necessary. Project management tasks will take place throughout the duration of the project schedule and will include the following:

2.1 PROJECT MANAGEMENT

- Oversight and documentation of the project plan
- Continued execution of the project plan
- Project team organization
- Project team coordination
- Sponsor coordination
- Agency coordination
- Managing/monitoring project schedule and budget
- Invoicing
- QA/QC reviews of working papers, draft and final deliverables by a T-O Principal or Senior Consultant
- Assist in preparing FAA certifications or reporting
- Project close-out

Primary project management responsibilities will be performed by T-O.

2.2 TAC COORDINATION

The purpose of the TAC will be to facilitate thoughtful discussion between identified airport stakeholders requested to serve on the Committee regarding the current and future role of the study area. Input from the Committee will be used in development of the study. For this project, the TAC may consist of key stakeholders including representatives from the GA community, business owners, city council members and FAA, ITD and/or airport personnel. Composition of the TAC will be determined by the Sponsor with the assistance of T-O. It is anticipated the TAC will consist of no more than five members.

Based on the high level of stakeholder and public interest already expressed in the study, it is anticipated this task will include significant coordination efforts with members of the TAC to answer questions and provide information via telephone and email to aid in decision making during the study efforts.

Meetings:

- Three (3) TAC Meetings will be held for this project. Timing of these meetings is discussed in Task 3 below.

Task Deliverables:

- Appropriate direction, project management and coordination for the development of the planning study throughout the duration of the project.
- Necessary Study Committee coordination.
- Progress reports submitted to the Sponsor and FAA.
- For QA/QC, deliverables will be products that meet requirements of the Scope of Work, Sponsor, FAA, and T-O QA/QC requirements.

TASK 3.0 – MEETINGS AND OUTREACH

The purpose of this task is to encourage information-sharing and collaboration among the airport sponsor, users and tenants, elected and appointed public officials, and the general public via meetings and public outreach. Meetings and outreach included in this scope will ensure a balanced and open process that encourages community participation and facilitates a cooperative planning process.

3.1 TAC MEETINGS

It is anticipated three (3) TAC meetings will be held for this project.

TAC Meeting #1 will be the project "kick-off" meeting. This meeting will include a presentation highlighting project tasks and the planning process as well as an informal, interactive work session between the planning team, Study Committee members, and members of the public in attendance. The objectives of the meeting are as follows:

- Ensure that all parties clearly understand their roles in this study
- Establish communication guidelines for the team
- Define goals and objectives for the study
- Discuss public outreach and goals
- Provide a forum for informal, interactive dialogue between the planning team, Study Committee, and the public to discuss project tasks and goals

TAC Meeting #2 will be held after the completion of the Inventory and Facility Requirements to review the work to date and brief the committee on the alternatives process.

TAC meeting #3 will be held after the initial alternatives are identified to gather input and refine the proposed alternatives.

3.2 PUBLIC INVOLVEMENT MEETINGS

It is anticipated two (2) Public Information meetings will be held as part of the project in coordination with the TAC meetings. Area residents, public officials, airport users, and others with an interest in airport activities may attend this meeting. To encourage broad participation in the meetings, notices may be disseminated via newspapers, mailings, a website, area signs, and electronic media as needed or desired by the Sponsor. T-O will assist the Sponsor with the creation of language for these notices. Publishing the notices will be the responsibility of the Sponsor.

Public Meeting #1 will take place in a location to be determined by the Sponsor that best facilitates public/stakeholder participation. This meeting will be conducted in an open house format with a presentation by the consultant team. It is expected this meeting will be held after completion of the inventory and during the evaluation of the facility requirements. This meeting will serve to introduce the study to the public including the results of the inventory, brief the public on the study elements including the next steps and to gather feedback from the public as well as members of the TAC. This meeting will be held at the same time as TAC Meeting #2.

Public Meeting #2 will take place in a location to be determined by the Sponsor that best facilitates public/stakeholder participation. This meeting will be conducted in an open house format with a presentation by the consultant team. It is expected this meeting will be held after refinement of the preliminary alternatives to gather feedback from the public as well as members of the TAC to assist in the selection the preferred alternatives. This meeting will be held at the same time as TAC Meeting #3.

3.3 WEBSITE

Information, materials and documentation relating to the planning project will be provided to the Sponsor to be placed on the Sponsor's website. These materials will be supplied via .pdf format. T-O will furnish the inclusions for the website and will work with the Sponsor to keep the information up to date. Preparation and maintenance of the website will be the responsibility of the Sponsor.

Meetings and Task Deliverables:

- Three (3) TAC meetings. These meetings will be held in locations to be determined by the Sponsor. Two (2) T-O staff members will attend these meetings.
- Up to Three (3) public involvement meetings to be held in the evening, location TBD. The meeting will be conducted via an open house style formats with presentations by the consultant team. Up to three (3) T-O staff members will attend these meetings.
- Assistance with the creation of language for meetings notices. Meeting notices may be widely disseminated via newspapers, mailings, a website, area signs, and electronic media at the discretion of the Sponsor.
- Meeting materials, preparation and attendance of the planning team at meetings, and appropriate project documentation provided to the Sponsor for inclusion on the Sponsor website.
- Meeting notes will be recorded to include action items and/or questions by stakeholders.

TASK 4.0 – AIRPORT INVENTORY

This task includes an airport facilities inventory of the project area including Runway 17-35 and the associated taxiways, aprons and hangar development area. The facilities inventory includes compiling existing information about the study area from various sources including prior studies.

4.1 OBTAIN AND REVIEW EXISTING INFORMATION

Existing reports, plans, photographs, or other documents which may provide data on the history of the study area, utilities, jurisdictional boundaries or other data and information pertinent to the study area will be gathered. Collected data will be assembled and reviewed for use in later tasks of the study and to support inquiries and interviews in the local area. This task will maximize the use of existing information including past airport planning studies, FAA Asset Study, FAA 5010 Master Record, the Idaho Airport System Plan inventory data, construction project plans, local comprehensive plans, transportation, sewer and water master plans, and past environmental studies. Only when existing information is not available, or is incomplete, will new data be collected and assembled.

4.2 PROJECT STUDY AREA FACILITIES INVENTORY

An inventory of the study area facilities will be completed to determine condition, adequacy and use. Any non-standard conditions with respect to FAA airport design standards will be reviewed and documented. This information will be used to evaluate the effectiveness of those facility changes which will improve airport operations. Data will be collected via office research and during an on-site inspection expected to take place at the same time as the project kick-off meeting. Areas to be inventoried include:

4.2.1 Airfield/Airspace

Runway 17-35 and the associated taxiway and holding apron configurations will be evaluated to include pavement design/construction/maintenance history and condition, lighting, and navigational aids specifically with the goal of determining, by visual inspection, areas requiring further study.

4.2.2 General Aviation Facilities

The quantity and type of hangars, transient aircraft parking apron, tie-down positions, Fixed Base Operator(s) and general aviation services associated with Runway 17-35 and the surrounding environment will be inventoried.

4.3 PREPARE BASEMAPPING

Information from existing basemaps, Geographic Information Systems (GIS), Assessors office(s), and USGS National Elevation Data (NED) will also be collected to assist in updating existing basemap(s). It is assumed no on-site ground survey will be required as part of this task. A cursory review of previous obstruction surveys will be conducted to check that potential obstructions to the Part 77 approach surfaces, Departure Surfaces, and Threshold Siting Surfaces were captured.

Aerial photography of the airport and surrounding vicinity for use in preparing base maps, planning and alternatives analysis, and in the development of the ALP drawing set will be obtained from existing online sources. No new imagery will be collected as part of the project.

Meetings:

None

Task Deliverables:

- Documentation of existing facilities and their condition

TASK 5.0 – AVIATION FORECASTS

Aviation activity forecasts are essential for planning purposes because they are used as a basis to estimate future facility needs. Aviation forecasts also form the basis and timing of future facility requirements and also support other analysis, which can include: runway length/strength requirements, landside development options, and to assess compatible land use impacts.

This work effort will consist of reviewing existing aircraft activity forecasts prepared as part of the 2010 Master Plan update. This task will include coordination with current airport users, tenants and local businesses to understand their activities and how this may affect future airport activity and facility needs. This task also includes identification of a critical aircraft for Runway 17-35, Taxiways A, B and C.

Specific work tasks associated within this task include:

5.1 REVIEW HISTORIC AND EXISTING AIRCRAFT OPERATIONAL AND BASED DATA

Available historic and existing air traffic data for the airport will be reviewed including:

- a. Historic aviation growth
- b. Based aircraft on the airport and specifically those in the study area
- c. Operations by aircraft type and volume
- d. Fleet mix
- e. Critical aircraft and Runway Design Code (RDC) to be identified for Runway 17-35
- f. Critical aircraft and Taxiway Design Group (TDG) for Taxiway B

Meetings:

None

Task Deliverables:

- Input such as critical aircraft and RDC for later tasks which include facility requirements.

Submission of Working Paper #1 – Inventory and Forecast Chapters

TASK 6.0 – FACILITY REQUIREMENTS

This task will include consideration of runways, taxiways, instrumentation, lighting and marking, approach and protection zones, and those areas required for landside facilities and development within the study area. Requirements for these facilities will be utilized as criteria for establishing basic factors to help determine the ultimate development of the airport. Facility requirements analysis will identify the needed improvement for the following areas:

6.1 AIRSIDE REQUIREMENTS

6.1.1 Runway 17-35

Including runway length, width dimensional criteria, orientation, pavement condition and strength based on RDC/critical aircraft.

Currently the RDC of Runway 2-20 is C-III and will not be reviewed as part of this study. Runway 17-35 is currently designated as B-II. The existing configuration, separation standards and current and future use will be analyzed to determine the appropriate RDC. The length of Runway 17-35 will also be evaluated in accordance with AC 150/5325-4B – Runway Length and performance manuals for those aircraft that are currently and anticipated to use the runway to assist in the evaluation of alternatives.

6.1.2 Taxiways

The taxiway system in the project area will be analyzed to ensure adequate geometry and capacity, pavement condition, and necessary safety enhancements. Specific items include the recommended separations, width and connector configuration.

6.1.3 Navigational Aids and Instrument Approach Capabilities

Navigational Aids (NAVAIDS) including the existing PAPI, REIL, and windcone requirements will be analyzed. As well as the possibility of future instrument approach development.

6.1.4 Airspace

14 CFR Part 77 imaginary surfaces, departure surface(s) (as applicable) and Threshold Siting Surface requirements will be analyzed and reviewed including those associated with the Runway 20 end.

6.1.5 Airport Traffic Control Tower (ATCT)

This task will include a preliminary tower siting study to review the potential options for modification or relocation of the ATCT. As the existing ATCT is a Federal Contract Tower, the tower siting study will be conducted in accordance with the alternate process for Federal Contract Towers outlined in Chapter 9 of FAA Order 6480-4A – Airport Traffic Control Tower Siting Process. The study will not include the exception preparation of a Safety Risk Management Document (SRMD) with either Functional

Hazard Assessments (FHA) or Comparative Safety Assessments (CSA). This task also includes coordination with the ATCT manager.

6.1.6 Non-Standard Conditions and Modifications to Standards

A table listing all deviations from current FAA design standards pertaining to the recommended RDC will be provided in the report, including proposed disposition of the deviations. Disposition may include recommended development and/or recommended FAA approval of modification to standards.

6.2 LANDSIDE REQUIREMENTS

6.2.1 General Aviation Requirements

This task will include the identification of optimum landside uses such as sizing and location of apron(s), future hangars, fueling facilities, and aviation related business development in the study area.

6.2.2 Access and Parking Requirements

Future access road needs, tenant, employee, and visitor parking needs will be determined.

6.2.3 Utilities

General utility requirements for identified future landside development will be determined.

Meetings:

None

Task Deliverables:

- Analysis and description of all airside facilities required to meet aviation demand at the airport over the 20 year planning period.
- Analysis and description of all landside facilities required to meet forecast aviation demand at the airport through the 20 year planning period.
- A table highlighting the degree to which the project study area meets or does not meet the requirements of FAA airport design standards.
- Submission of Working Paper #2, Facility Requirements.

TASK 7.0 – ALTERNATIVES DEVELOPMENT

Concepts will be derived in order to meet FAA safety and design standards and the facility requirements for both airside and landside demands determined in Tasks 5 and 6. Alternatives will be evaluated on various factors including cost, environmental impacts and the planning goals of the Sponsor. Both airside and landside alternatives will consider analysis of prior planning studies where applicable.

7.1 AIRSIDE DEVELOPMENT ALTERNATIVES

Alternatives with the greatest potential for meeting future FAA design standards will be evaluated to establish costs and operational considerations. An evaluation of the impacts associated with identified airside development alternatives will be completed. The alternatives with the greatest potential for meeting FAA design standards will be evaluated to establish costs

and operational considerations. Up to three (3) airside alternatives, in addition to a do nothing alternative will be evaluated.

7.2 LANDSIDE/TERMINAL AREA DEVELOPMENT ALTERNATIVES

Landside development alternatives to support general aviation activities will be the primary focus of this task. Landside options for both aeronautical and non-aeronautical uses will also be analyzed. Alternatives for new/improved roadside access and potential land acquisition will be included in this analysis. An evaluation of the impacts associated with all identified landside development/access alternatives will be completed. Up to three (3) basic landside alternatives, in addition to a do nothing alternative will be evaluated.

7.3 SELECTION OF PREFERRED ALTERNATIVE

This task is primarily a documentation exercise to identify those alternatives that have been considered as part of the analysis and the rationale for carrying alternatives forward while eliminating others.

Meetings:

- A Public Involvement meeting will be scheduled after the development of preliminary alternatives. This meeting will take place in a location that best facilitates public/stakeholder participation as decided by the Sponsor. This meeting will be conducted in an open house format.

Task Deliverables:

- Evaluation of up to three (3) development alternatives, in addition to a do nothing alternative, to meet airside facility requirements as determined in previous tasks.
 - Evaluation of up to three (3) development alternatives, in addition to a do nothing alternative, to meet the landside/terminal area requirements as determined in previous tasks.
 - Selection of preferred airside and landside alternatives, along with justification for elimination of the remaining development alternatives.
- Submission of Working Paper #3, Alternatives Analysis.

TASK 8.0 – ENVIRONMENTAL ANALYSIS

8.1 ENVIRONMENTAL OVERVIEW

The airport's environmental setting and key environmental resources that may be affected by development in the study area will be analyzed as part of this study and summarized in an Environmental Overview. Site visits, use of existing reports, maps, studies, environmental documents, and the internet will be utilized to collect necessary environmental data. Timing of these tasks and data collected will depend on facility requirements, and development alternatives that may be required for future recommended development projects.

Where applicable, analysis conducted as part of this task is **not** intended to be accomplished at the level of a full environmental study. However, data collected will be detailed enough to provide necessary planning level justification and data to establish Purpose and Need and complete further NEPA environmental impact categories analysis needed as part of a future environmental study(ies). The following information, to the extent available, will be reviewed and summarized:

- State data concerning air quality in the Airport vicinity;
- State inventories of endangered and threatened species in the vicinity;
- State and local transportation inventories and transportation plans;
- Previous on-site environmental studies
- Environmental Health Department information; and,
- Environmental impact categories as identified in FAA Orders 1050.1, Policies and Procedures for Considering Environmental Impacts and 5050.4, Airport Environmental Handbook

Meetings:

- None

Task Deliverables:

- Environmental Overview

TASK 9.0 – CAPITAL IMPROVEMENT AND FUNDING PLAN

This task will evaluate capital improvement, operational and maintenance costs along with anticipated funding sources to determine the financial feasibility of implementing the proposed Capital Improvement Program (CIP). Funding sources, including FAA and State grant programs, will be described and identified.

9.1 PREPARE COST ESTIMATES

Cost estimates based on current year dollars will be developed for facility requirements. Cost estimates will be developed to a planning level and not construction level. Planning level cost estimates will provide sufficient detail to determine appropriate project timelines and funding priorities.

9.2 DEVELOP INDIVIDUAL PROJECT DESCRIPTIONS

T-O will prepare project descriptions for each of the major projects that will be referenced by a separate funding line-item in both the CIP and long-term funding plan. Project descriptions will also include the extent and timing of other known projects from the existing CIP(s) that remain valid.

9.3 REVISE CIP AND LONG-TERM FUNDING PLAN

As a long term CIP has already been prepared as part of the 2010 Master Plan Update, this task will included reorganizing and prioritizing the CIP to include new projects recommended as part of the this planning study. A table of projects, costs, funding allocations, and timing will be reevaluated for the following periods:

- Short-term - 5-year CIP
- Mid-term - 6-10 year projects
- Long-term – 11-20 year projects

The short-term (5 year CIP) will be broken down by individual year and will include: individual project name, total cost for the individual project, anticipated federal share (separate entitlement and Discretionary) and anticipated local share. The mid and long-term (6-20 year) funding plans will be prepared but will be less detailed and the projects will be listed by priority, not individual year. T-O will also provide a description of potential funding sources.

9.4 Agency CIP/Funding Plan Coordination

Coordination with the FAA will be completed to ensure consistency with project eligibility guidelines, priority and timeframes.

Meetings:

- None

Task Deliverables:

- Short, mid and long term funding plans.
- Coordination with agencies to determine project eligibility, priority and timeframes to ensure project success in the SCIP process.

TASK 10 – STUDY DOCUMENTATION

This task addresses the documentation and deliverable requirements for the planning study. Specific tasks to be accomplished include the following:

- Airport Layout Plan Drawing Set
- Technical Report

10.1 AIRPORT LAYOUT PLAN DRAWING SET

Recommended development for the airport resulting from study analysis for the 20-year planning period will be exhibited in a graphic manner in the ALP drawing set. The ALP set will be updated in accordance with the most recent ALP standards using the checklist provided by FAA and available on their website. Preparation of the ALP will be based on the findings of the previous tasks and will include the following individual drawing sheets:

- Cover Sheet
- Airport Layout Plan and Airport Data Sheet(s)
- Terminal (Building) Area Plan(s)
- Airport Airspace Drawing
- Airspace Approach Profiles (including Threshold Siting Surfaces)
- Inner Portion of the Approach Surface Drawing
- On Airport Land Use Drawing
- Airport Property Map
- Departure Surface

The ALP set will be plotted in full size (24"x36") and half size (11"x17") with electronic copies available as needed with the following copies distributed:

- One (1) draft ALP hard copy set to the Sponsor.
- One (1) draft ALP hard copy set to the FAA for review.
- One (1) draft ALP hard copy sets to FAA for Coordination.
- One (1) draft ALP hard copy set to ITD for Review.
- One (1) pre-final ALP set to the Sponsor, FAA, and ITD for final review following Sponsor, FAA, and ITD comments.
- Electronic version of pre-final ALP set and brief memo outlining changes from the currently approved ALP to the proposed ALP, to the FAA for airspace coordination.
- Two final ALP sets to the FAA, updated based on airspace review comments, signed by the Sponsor.

- Sponsor/Consultant will upload the FAA approval letter onto the ALP Cover Sheet, will make necessary hard copies of the ALP set and send to the Sponsor, Aeronautics, and FAA Flight Procedures Office, FAA Runway Safety and FAA Safety and Standards as a minimum.
- Electronic (PDF) files of the ALP set transmitted to the Sponsor, FAA and ITD via DVD/email.

10.2 TECHNICAL REPORT

A Technical Report will be prepared that meets the guidance contained in the current version of FAA Advisory Circular 150/5070-6B, Master Plans. The report will be submitted in three working papers for review and comment of progress throughout the study. This task includes the creation, editing of required report sections, preparation and printing of a custom cover and report tabs, as well as report publication. The report will include a discussion of the background data used and analysis conducted during the planning process. The report will be a bound 8.5"x11" document with pull-out 11"x17" copies of the ALP drawing set for ease of reference. Appendices will be used for backup data resulting from significant analysis.

10.2.1 Working Paper #1

This working paper will include the inventory, abbreviated forecast review and facility requirements sections of the report.

10.2.2 Working Paper #2

This working paper will include revisions made to Working Paper #1, as well as the new Alternatives Analysis and Capital Improvement and Funding Plans chapters.

10.2.3 Final Report

At the conclusion of the project the final report will be assembled and additional sections and appendices added where appropriate.

The two (2) working papers will be submitted to Sponsor representatives, FAA, and ITD. The review and final submittals will be in a binder. In addition to working papers and other updates, report will be submitted in the following quantities:

- One (1) copy of draft final report to the Sponsor
- One (1) copy of draft final report to the FAA
- One (1) copy of draft final report to ITD
- Two (2) copies of final report to the Sponsor
- One (1) copy of final report to the FAA
- One (1) copy of final report to ITD

Electronic copies (PDF) of each working paper and the final report will be submitted via email to the Sponsor, FAA and ITD. Electronic version of each working paper will be provided to FAA in MS Word format.

PROJECT SCHEDULE:

The following dates summarize the target completion of significant project tasks.

ACTIVITY	COMPLETION
Submit Draft Scope and Fee to Owner and FAA	January 2016
Work Order Negotiation Complete	February 2016
Initiate Planning Study	February 2016
Formulation of Technical Advisory Committee (TAC)	February 2016
Project Kickoff Meeting	March 2016
Inventory of Existing Conditions	March 2016
Facility Requirements	April 2016
TAC Meeting to Review Inventory and Facility Requirements	May 2016
Alternatives Development	May – June 2016
TAC/Public Meeting to Review Alternatives	June 2016
Select Preferred Alternatives	July 2016
Environmental Overview and Implementation Plan	August 2016
Final TAC Meeting	September 2016
Submit Draft Narrative Report and ALP Drawing Set	September 2016
Sponsor and FAA Review	October – November 2016
Revise and Submit Final Narrative Report and ALP Drawing Set	December 2016



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: March 10, 2016

Subject: **CITY ORDINANCE REVISION – WASTEWATER DIVISION**

Attached for your consideration are proposed revisions to City Code prepared by the City Attorney that would rename the Sewer Division, the Wastewater Division. The proposed title change better reflects the work conducted by this division of the Public Works Department.

Public Works recommends approval of these ordinance changes; and, authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Canfield
D Smith

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 3, CHAPTER 5, AND TITLE 8, CHAPTER 1, OF THE CITY CODE TO REFER TO "WASTEWATER" IN PLACE OF "SEWER"; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, a Division within the Public Works Department is currently referred to as the "Sewer" Division; and

WHEREAS, the services of the Sewer Division extend beyond operation of sewerage services for the City; and

WHEREAS, the industry term for services that comprise current assignment of duties in the Sewer Division is "wastewater treatment; and

WHEREAS, changing the name of the Sewer Division to the "Wastewater Division" will be more accurate, descriptive, and in line with similar services provided in other jurisdictions.

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

SECTION 1. Section 3-5-3 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

3-5-3: DIVISIONS:

The Department shall consist of six (6) divisions, each having the following duties:

(C) The ~~Sewer~~ Wastewater Division shall operate and maintain all sanitary and storm sewer facilities owned or controlled by the City, and administer and enforce all ordinances relating to the construction or operation of sewers;

SECTION 2. Section 3-5-4 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

3-5-4: MANAGEMENT OF DIVISIONS: Each division set forth above shall be supervised respectively by the City Engineer, the Water Superintendent, the ~~Sewer~~ Wastewater Superintendent, the Street Superintendent, the Sanitation Superintendent, and the GIS Coordinator, all of whom shall perform their duties under the direction of the Public Works Director.

SECTION 3. Section 8-1-6 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

8-1-6: SEWAGE TO BE DISCHARGED INTO WASTEWATER TREATMENT SYSTEM: All sanitary sewage, industrial waste, or other waters containing any pollutant shall be discharged into the POTW. No person shall dispose of sewage, waste, or polluted waters into the POTW except through an authorized connection to the POTW or unless otherwise expressly permitted by this Chapter. No person shall discharge sewage, waste, or water containing any pollutant into the public sewer through a manhole, unless expressly authorized by the ~~Sewer~~ Wastewater Superintendent.

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

SECTION 5. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 6. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this ____ day of March, 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,
AMENDING TITLE 3, CHAPTER 5, AND TITLE 8, CHAPTER 1, OF THE
CITY CODE TO REFER TO "WASTEWATER" IN PLACE OF "SEWER";
PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY
SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK



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 21, 2016

Re: Tabulation and Bid Award for the Upper Plant Sedimentation Removal Project

Attached for your consideration is the bid tabulation for the Upper Plant Sedimentation Removal Project. While this project is not anticipated to go to construction until October 1, the bid award is occurring now to allow adequate time for the successful bidder to get the coffer dam designed by a Professional Engineer and to allow adequate time for FERC review and approval of the coffer dam.

The low bidder, Rhodehouse Construction Inc., has bid \$520,372 for the project based upon removing 45,000 cubic yards of sediment in the channel leading to the power plant. This is a conservative estimate of the sedimentation to be removed. The bid does include a per cubic yard price should the sediment removal exceed 45,000 cubic yards. This project is in the Capital Improvement Plan and in the FY16 budget and will be rolled over into the FY17 budget due to fund expenditure occurring after the start of the next fiscal year.

Idaho Falls Power recommends that City Council award the bid to the lowest responsive, responsible base bidder Rhodehouse Construction Inc. in the amount of \$520,372 and waive any informalities in the bid.

JRF/738

Attachments

C: City Clerk
Purchasing
File

CITY OF IDAHO FALLS
OFFICIAL BID OPENING

DATE OF OPENING: March 10, 2015

TIME: 10:00 am

LOCATION: Annex Conference Room, 380 Constitution Way

PROJECT: Idaho Falls Power Upper Plant Hydroelectric Project Sedimentation Removal
Project No. ELEC-2016-06

Thurs 3/24

ANTICIPATED COUNCIL

AWARD DATE: Thursday, March 24, 2016

<u>NAME OF BIDDER</u>	<u>BID BOND</u>	<u>ADDENDUM</u>	<u>BASE BID</u>
HK Contractors, Inc.	5%	✓	\$1,057,000 -
TMC Contractors, Inc.	5%	✓	\$709,900 -
Knife River Corporation	5%	✓	\$610,500 -
Rhodehouse Construction, Inc.	5%	✓	\$520,372 -

ENGINEER'S ESTIMATE: \$ 610,000

MEMORANDUM

DATE: March 22, 2016
TO: Mayor Casper
FROM: Michael Kirkham, Assistant City Attorney
RE: Resolution to Adopt Fees

The Resolution desires to amend and update fees and charges contained in an attachment to this Resolution. The proposed fee increase was advertised March 13 and March 20 as required by Idaho Code. The public hearing is scheduled for Thursday, March 24, 2016, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls.

RECOMMENDED ACTION: To adopt the attached resolution to add and update the noticed fees into the City's fee schedule.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City of Idaho Falls proposes to impose the following new fees and fee increases greater than 5% of such fees collected. The additional fees are necessary to cover increased costs in the City of Idaho Falls.

<u>Source of Fees</u>	<u>Current Fees</u>	<u>Proposed New Fees</u>
PARKS AND RECREATION DIVISION:		
Special Event Dispensing Permit	0	\$50.00 with additional 3% of Gross Sales on Dispensing
IDAHO FALLS POWER:		
Large Industrial Rage – Demand Charge	0.0041 per KWH	\$6.50 per KW for all KW, with a minimum demand charge of \$14,000

Any person who desires to provide comments regarding such new fee or fee increases may appear at 7:30 p.m. on March 24, 2016, at the City of Idaho Falls Council Chambers, 680 Park Avenue, Idaho Falls, Idaho.

s/ Kathy Hampton
Kathy Hampton
City Clerk

Publish: March 13, 2016 and March 20, 2016