

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, please contact Councilmembers by email or personally **before** the meeting as testimony on agenda items will not be taken unless a hearing is indicated. 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 this 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. 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 Office of the Mayor:

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

B. Item from Public Works:

- 1) Iona Bonneville Sewer District (IBSD) Sewer Service Area Reduction

C. Items from the City Clerk:

- 1) Approval of Treasurer's Report for the month of September, 2016.
- 2) Approval of Minutes from the September 22, 2016 Idaho Falls Power Board Meeting; October 11, 2016 Council Work Session; and October 13, 2016 Council Meeting.
- 3) 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. Municipal Services

1) Bid IF-17-E, Smart Grid Meter Purchase: Idaho Falls Power is requesting authorization to purchase additional meters for the Advanced Metering Infrastructure (AMI) and Smart Grid System from Elster Solutions, LLC in the amount of \$95,950.00.

RECOMMENDED ACTION: To authorize the purchase of additional meters from Elster Solutions, LLC in the amount of \$95,950.00. (or take other action deemed appropriate).

2) Bid IF-17-A, Replacement Truck for Idaho Falls Power: It is the recommendation of Idaho Falls Power and Municipal Services Departments to piggyback the General Services Contract #GS-30F-1028G with Altec Industries, Inc. to furnish a Telescopic Articulate Aerial Placer on a 2017 Ford F550, extended cab truck for a total unit price of \$133,433.00.

RECOMMENDED ACTION: To piggyback the General Services Contract #GS-30F-1028G with Altec Industries, Inc. to furnish a Telescopic Articulate Aerial Placer on a 2017 Ford F550, extended cab truck for a total unit price of \$133,433.00 (or take other action deemed appropriate).

B. Idaho Falls Airport

1) Revision #1 - Base Contract Jviation Inc. Apron Expansion, Deicing Pad and Employee Parking Lot Project FAA AIP Project No. 3-16-0018-040-2015: For consideration is Revision #1 to the Base Contract between the City of Idaho Falls and Jviation Inc. in the amount of \$121,161.00 for additional construction administration and quality assurance testing services during the Apron Expansion, Deicing Pad and Employee Parking Project.

RECOMMENDED ACTION: To give approval for Revision #1 to the Base Contract with Jviation Inc. in the amount of \$121,161.00, and authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

C. Fire Department

1) Agreement with Idaho State University on Paramedic Instruction: For consideration is an agreement between the City of Idaho Falls and Idaho State University relating to the Fire Department members assisting the University with instruction and clinical experience for the Paramedic Program.

RECOMMENDED ACTION: To approve the agreement with Idaho State University and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

D. Public Works

1) Easement Vacation Request – Lot 13, Block 1, Freeway Commercial Plaza: As authorized at the October 13, 2016 Council Meeting, the City Attorney has prepared the documents to vacate the utility easement at Lot 13, Block 1, Freeway Commercial Plaza in order to make better use of the property.

RECOMMENDED ACTION: To approve the Ordinance vacating Lot 13, Block 1, Freeway Commercial Plaza, 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).

2) Easement Vacation Request – Lot 1, Block 18, St. Clair Estates Division 13: The property owner at 1941 Madison Avenue, which is the northwest corner of Potomac Way and Madison Avenue, also known as St Clair Estates, Division 13, Lot 1, Block 18, has requested the vacation of a utility easement in order to make better use of the property.

RECOMMENDED ACTION: To give authorization for the City Attorney to prepare documents needed to accomplish the vacation of Lot 1, Block 18, St. Clair Estates Division No. 13 (or take other action deemed appropriate).

3) Request to Negotiate Professional Services with Keller Associates to design the Well House for Well 18: Proposals were solicited, received, and evaluated for design services for the Well House for Well 18. Based upon those evaluations, Public Works recommends selecting Keller Associates to perform design services, and is requesting authorization to negotiate a scope of work and fee structure.

RECOMMENDED ACTION: To authorize Public Works to negotiate a scope of work and fee structure with Keller Associates for the Well House for Well 18 (or take other action deemed appropriate).

4) Request to Negotiate Professional Services with HDR to design the 12th Street Bridge Replacement over the Idaho Canal: Proposals were solicited, received, and evaluated for design services for the replacement structure of the 12th Street Bridge over the Idaho Canal. Based upon those evaluations, Public Works recommends selecting HDR to perform design services, and is requesting authorization to negotiate a scope of work and fee structure.

RECOMMENDED ACTION: To authorize Public Works to negotiate a scope of work and fee structure with HDR for the 12th Street bridge replacement over the Idaho Canal (or take other action deemed appropriate).

E. Community Development Services

1) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Park Place Division No. 3: For consideration is a request for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Park Place Division No. 3. The Planning and Zoning Commission considered this item at its October 4, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To accept the Final Plat for Park Place Division No. 3, 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 Park Place Division No. 3, and give authorization for the Mayor to execute the necessary documents.

2) Public Hearing – Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, Prestwich Country Estates Division No. 1: For consideration is a request for Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, Prestwich

Country Estates Division No. 1. This is a Category A, City-initiated annexation. The Planning and Zoning Commission considered this item at its August 2, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Ordinance annexing Prestwich Country Estates Division No. 1, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for Prestwich Country Estates Division No. 1, and give authorization for the Mayor to execute the necessary documents.
- c. To approve the Ordinance assigning a Comprehensive Plan Designation of Low Density and establishing the initial zoning for Prestwich Country Estates Division No. 1 as R-1 (Single-Family Residential), under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (*or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance*), that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office.
- d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-1 Residence Zone for Prestwich Country Estates Division No. 1, and give authorization for the Mayor to execute the necessary documents.

6. **Motion to Adjourn.**

CONSENT AGENDA:

IDAHO FALLS

Memorandum

To: City Council
From: Rebecca Casper, Mayor
Date: October 25, 2016
Re: Appointments/Reappointments to City Boards, Committees and Commissions

Attached please find communication from the appropriate Department Director(s) for the citizen volunteer 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
Gene Hicks	Planning and Zoning Commission	Community Dev. Services	12/31/2018	New Appt.

The applicant has been screened and subsequently recommended by the respective department Director. I then had an opportunity to meet with Mr. Hicks. I am confident that he will meet the criteria set forth in the city code. Furthermore, I believe he will make a positive contribution to the good work of the city.

I request your confirming vote to ratify this appointment at the regular Council Meeting on Thursday evening October 27, 2016. This 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.



BGC-104-16

TO: Honorable Mayor Rebecca Casper
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Appointment of Gene Hicks to the Planning and Zoning Commission
DATE: September 28, 2016

The Planning Department recommends the appointment of Gene Hicks to the Planning and Zoning Commission to fill the vacancy left by James Wyatt. Mr. Wyatt's term was to end on December 31, 2018. Traditionally, there has always been member of the Board of Adjustment who has also served on the Planning and Zoning Commission so there is a liaison between the two groups. Mr. Wyatt filled that seat, but with his resignation there was no one filling that role. Mr. Hicks has served on the Board of Adjustment 2015. His background in the construction industry allowed him to live in various countries around the world, giving him a broad view of how planning and development happens in different areas. Staff feels he would be a valuable asset to the Planning and Zoning Commission. If you have any questions, please feel free to contact me.

Attachments:

Cc: Kathy Hampton, City Clerk
File



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

Name Gene Hicks

Mailing Address 1830 BALBOA DR. UNIT I Zip Code 83404

Email Address GHicks3313@AOL.com (Committee Communication sent via email)

Day Phone 208-757-7362 ☒ Message? ☒ Text? Night Phone Same # ☐ Message? ☐ Text?

☒ I am an Idaho Falls Resident

I wish to serve on a City-wide Board, Committee or Commission. The following are my area(s) of interest:

Mayor's Office

- | | | |
|---|----------|------------|
| <input checked="" type="checkbox"/> Citizen Review Committees | 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 checked="" 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 |

Planning and Building

- | | | |
|---|-------------------|------------------------------------|
| <input type="checkbox"/> Beautification Commission ³ | Three(3) | 3 rd Wednesday |
| <input checked="" type="checkbox"/> Board of Adjustment | Five(5) | 2 nd Thursday/As Needed |
| <input checked="" 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 ² | Three(3) | 1 st Thursday |
| <input checked="" 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 checked="" type="checkbox"/> Planning Commission ¹ | 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 |
|---|--------|-----------|

I don't see anything here that addresses senior citizens, senior facilities, ect. which I would also be interested in. (over)

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

I SPENT 45 YEARS IN THE CONSTRUCTION INDUSTRY
FROM A UNION PIPE WELDER TO A SUPERVISOR / SUPERINTENDENT
TO A PROJECT MGR. ON MULT-MILLION DOLLAR PROJECTS. SPENT
10 YEARS AS IN-COUNTRY MGR ON PROJECTS IN START & TRANSIT
& HAVE A LOT OF EXPERIENCE THAT COULD BE UTILIZED

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

SEE ABOVE. PRIMARY EXPERIENCE INCLUDED COST & SCHEDULING
AND MAINTAINING BOTH IN PROFESSIONAL MANNER. MY OVERSEAS
EXPERIENCE - PRIMARILY IN RUSSIA, UKRAINE, KAZAKHSTAN AND
COUNTRY OF GEORGIA THOUGHT ME PATIENCE, ENHANCED ABILITY
TO COMMUNICATE EVEN IN MOST D. F. SITUATIONS

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

SEE BOTH ABOVE. ADDITIONALLY, IN PAST COUPLE OF YEARS
HAVE BECOME SOMEWHAT OF AN EXPERT RELATIVE TO THE
IDaho AND FEDERAL HOUSING STANDARDS AND NOT CURRENTLY
PRESIDENT OF THE BALBOA CONDOMINIUM ASSOCIATION. UNIQUE
ABILITY TO WORK & COMMUNICATE AT ANY LEVEL

Instructions:

1. Thank you for your willingness to serve our community.
2. Please attach a résumé to this application. If you wish, you may also submit a cover letter explaining your interest in city service.
3. Please return this application to the Mayor's Office for consideration. Your applications will be kept on file. When there is an opening on a relevant City Board, Committee or Commission, your application will be reviewed.

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 may be subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350.

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

² 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.

³ 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.

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

BRIEF Resume - Forrest E. (Gene) Hicks

Born Rigby, Idaho February 2, 1937. Raised on Farm, with 3 Brothers, About $3\frac{1}{2}$ miles west of Rigby — Last House on North End of Hill Road.

MARRIED Twice. Have Son By 1st wife and 3 Sons By 2nd wife. Youngest Son, LANCE HICKS, WAS Electrocuted in small irrigation ditch in Blackfoot Area Two years ago.

Joined Plumbers and Pipe Fitters Union after attending Trade School in Pocatello where I took welding — ARC, TIG and MIG. Worked around the United States as Pipe Welder for 10 years.

Joined MORRISON Knudsen Co. as Piping Supt. and was assigned to Project in Williamsburg, Virginia. At Anheuser Busch Brewery. From there Projects included Power Plants, Coal Fired and Nuclear, ARLING Factory on Coast of Maryland, Beet Processing Facility in Minnesota and Construction / Project MGR. AT INTEL for 16 years was responsible for all "Miscellaneous Projects" across the Site. This was Projects under 50 million Dollars.

From there — Assigned as IN Country MGR. on the 1st START 1 Treaty Project in the Ukraine.

Moved over to Bechtel Co. and was responsible for 55-29 Dismantlement in Ukraine and 55-25 Dismantlement in Russia — Total Time in Former Soviet Union 10 1/2 years AS I SAID — BRIEF OUTLINE OF MY WORK HISTORY
Gene H. Hicks

Mrs. MARYOR _____

I'm going to be giving a 2 hour presentation
of "Living and working in former Soviet Union" this
Fall at University Place, TAB 200 ~~Building~~ of
which I extend a personal invitation for you
to attend. Will advise of specific date and time once
confirmed _____

Gene _____



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: October 24, 2016

Subject: **IONA BONNEVILLE SEWER DISTRICT (IBSD) SEWER SERVICE
AREA REDUCTION**

Public Works is in receipt of a request from the Iona Bonneville Sewer District to decrease their approved sewer service area by approximately 146.7 acres as shown in the attached Exhibit A.

Public Works recommends approval of this request; and, authorization to modify the service area accordingly.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

Attachment

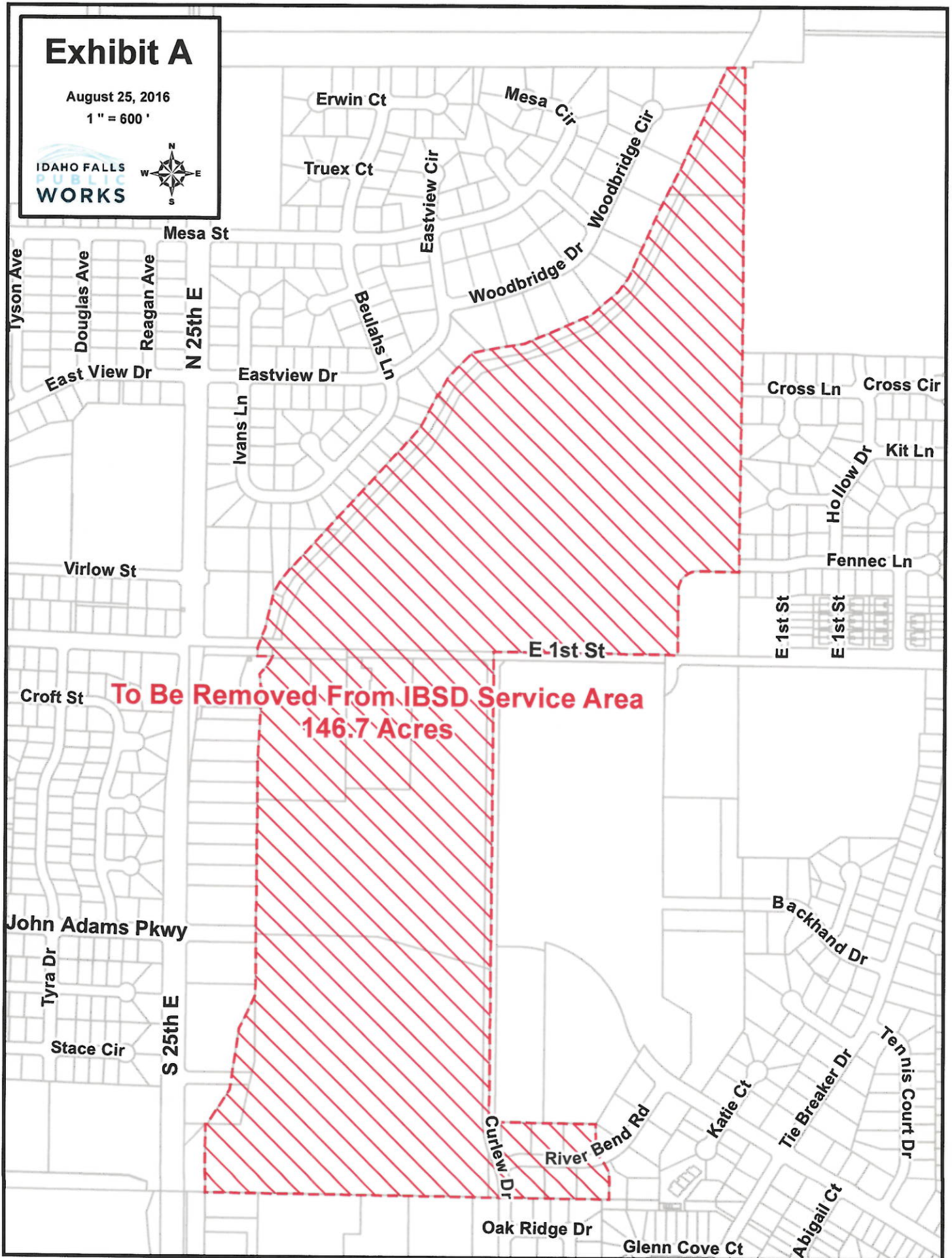
c: Mayor
Council

Exhibit A

August 25, 2016

1" = 600'

IDAHO FALLS
PUBLIC
WORKS



SEPTEMBER 2016

Dear Mayor and City Council Members.

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

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

OATH

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

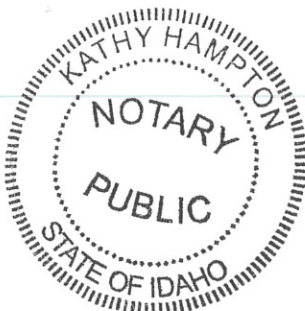

Kenneth McOmber


10-7-16
Date Signed

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 7TH day of OCTOBER, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared KENNETH MCOMBER known to me to be the Treasurer of the City of Idaho Falls, the municipal corporation that executed the foregoing document and acknowledged to that such city executed the same.




Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 01-03-2020

September 2016 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT											
KENNETH MCOMBER TREASURER											
SEPTEMBER, 2016											
FUND	BEGINNING CASH	BEGINNING BALANCE	TOTAL RECEIPTS	MATURED INVESTMTS	JOURNAL DEBIT	TOTAL EXPENSES	NEW INVESTS	JOURNAL CREDITS	CASH ON HAND	INVESTED FUNDS	ENDING BALANCE
GENERAL	(954,609.19)	17,140,390.81	1,244,739.82	4,000,000.00	1,303,327.42	4,704,426.62	500,000.00	854,741.63	(465,710.20)	14,595,000.00	14,129,289.80
HEALTH & ACCIDENT INSUR.	1,587,573.43	2,472,573.43	-	-	-	-	-	-	1,587,573.43	885,000.00	2,472,573.43
STREET	(983,383.48)	(983,383.48)	16,739.58	-	-	1,718,904.05	-	57,185.76	(2,742,733.71)	-	(2,742,733.71)
RECREATION	103,958.68	103,958.68	94,413.63	-	-	128,080.62	-	6,111.67	64,180.02	-	64,180.02
LIBRARY	215,199.56	1,715,199.56	55,759.81	-	-	204,866.34	-	8,010.40	58,082.63	1,500,000.00	1,558,082.63
AIRPORT PFC FUND	113,543.13	113,543.13	126.21	-	-	-	-	113,543.13	126.21	-	126.21
MUNICIPAL EQUIP. REPLCMT.	1,341,707.13	16,196,394.90	11,793.13	2,425,108.33	202,021.00	136,456.18	3,637,851.66	-	206,321.75	16,067,431.10	16,273,752.85
EL. LT. WEATHERIZATION FD	90,388.02	2,390,388.02	42,114.59	-	-	80,001.11	-	-	52,501.50	2,300,000.00	2,352,501.50
BUSINESS IMPRV. DISTRICT	113,269.99	113,269.99	748.00	-	-	-	-	-	114,017.99	-	114,017.99
IFP RATE STABILIZATION FD	1,123,667.44	20,606,246.57	14,306.68	3,623,000.00	-	-	4,000,000.00	-	760,974.12	19,859,579.13	20,620,553.25
IFP CAPITAL IMPROVEMENT	35,723.68	10,369,563.42	-	-	-	-	-	-	35,723.68	10,333,839.74	10,369,563.42
GOLF	(97,258.45)	(97,258.45)	160,900.42	-	47,230.79	164,439.76	-	67,157.94	(120,724.94)	-	(120,724.94)
GOLF CAPITAL IMPROVEMENT	193,521.97	193,521.97	-	-	5,754.33	-	-	47,230.79	152,045.51	-	152,045.51
SELF-INSURANCE FD.	155,348.22	1,955,348.22	-	-	-	110,003.72	-	-	45,344.50	1,800,000.00	1,845,344.50
SANITARY SEWER CAP IMP.	452,594.41	1,252,594.41	24,119.40	-	-	886.20	-	-	475,827.61	800,000.00	1,275,827.61
MUNICIPAL CAPITAL IMP.	268,537.56	1,068,537.56	4,237.14	-	-	332,481.45	-	-	(59,706.75)	800,000.00	740,293.25
STREET CAPITAL IMPRV.	187,578.08	187,578.08	50,432.31	-	-	-	-	-	238,010.39	-	238,010.39
BRIDGE & ARTERIAL STREET	282,456.69	282,456.69	28,582.03	-	-	-	-	-	311,038.72	-	311,038.72
WATER CAPITAL IMPR.	412,790.85	2,512,790.85	60,413.30	-	-	1,312.00	-	-	471,892.15	2,100,000.00	2,571,892.15
SURFACE DRAINAGE	96,564.45	96,564.45	6,331.86	-	-	-	-	-	102,896.31	-	102,896.31
TRAFFIC LIGHT CAPITAL IMPRV	501,593.13	1,401,593.13	56,426.87	-	34,096.00	44,238.75	-	-	547,877.25	900,000.00	1,447,877.25
PARKS CAPITAL IMPROVEMENT	183,849.26	183,849.26	5,303.00	-	-	12,871.50	-	-	176,280.76	-	176,280.76
AIRPORT	589,965.26	3,289,965.26	319,311.32	-	40,021.78	213,416.55	-	-	735,881.81	2,700,000.00	3,435,881.81
WATER & SEWER	1,013,323.25	28,792,323.25	1,768,270.46	6,300,000.00	-	2,330,497.50	5,490,000.00	357,962.06	903,134.15	26,969,000.00	27,872,134.15
W & S EQUIPMENT REPLACE	409,108.93	1,004,108.93	4,355.20	345,000.00	-	-	-	-	758,464.13	250,000.00	1,008,464.13
W & S SANITARY INTERCPT	238,061.30	738,061.30	3,623.95	300,000.00	-	-	-	-	541,685.25	200,000.00	741,685.25
SANITATION	728,982.07	1,428,982.07	310,213.00	-	-	453,125.57	-	123,449.88	462,619.62	700,000.00	1,162,619.62
AMBULANCE	(390,880.36)	(390,880.36)	425,072.53	-	428,160.79	560,830.70	-	-	(98,477.74)	-	(98,477.74)
ELECTRIC LIGHT	787,967.97	10,020,411.00	4,174,911.29	2,427,875.00	-	4,247,660.35	-	569,906.58	2,573,187.33	6,804,568.03	9,377,755.36
PAYROLL FUND	501,675.42	501,675.42	4,922,294.18	-	144,687.73	5,521,996.37	-	-	46,660.96	-	46,660.96
CLAIMS FUND	-	-	6,944,250.24	-	-	6,944,250.24	-	-	-	-	-
TOTAL ALL FUNDS	9,302,818.40	124,660,368.07	20,749,789.95	19,420,983.33	2,205,299.84	27,910,745.58	13,627,851.66	2,205,299.84	7,934,994.44	109,564,418.00	117,499,412.44

September 2016 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

CASH AND INVESTMENT REPORT

Sep-16

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS		INVESTMENT TYPE	INVESTMENTS				
INSTITUTION	AMOUNT		TIME TO MATURITY				TOTAL
			1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS	
BPA Loan Imprest (BICLI)	\$113,124.85	Certificate of Deposit	1,980,000.00	3,490,000.00	1,990,000.00	8,760,000.00	\$16,220,000.00
El. Lt. Imprest (BIELI)	\$101,382.71						
Refund Acct. (BIRFD)	\$101,478.90	U.S. Securities	\$5,015,000.00	-	-	\$3,000,000.00	\$8,015,000.00
Wells Fargo Bank	\$5,666,089.65						
Petty Cash	\$14,740.00	Commercial Paper	7,984,233.33	29,908,902.78	-	-	\$37,893,136.11
US Bank (US)	\$1,555,956.57						
US Bank Payroll (USPAY)	\$41,328.24	Corporate Bonds	-	3,534,000.00	5,676,683.52	38,225,598.37	\$47,436,281.89
Wells Fargo Bank (WELLS)	\$333,225.43						
Key Bank	\$7,668.09						
		TOTAL	\$14,979,233.33	\$36,932,902.78	\$7,666,683.52	\$49,985,598.37	\$109,564,418.00
TOTAL	\$7,934,994.44						

SEPTEMBER 22, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Idaho Falls Power Board Meeting), Thursday, September 22, 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 L. Noah Casper
Councilmember David Smith
Councilmember Ed Marohn
Councilmember Barbara Ehardt
Councilmember Michelle Ziel-Dingman
Councilmember John Radford

Absent:

Councilmember Thomas Hally

Also Present:

Jackie Flowers, Idaho Falls Power Director
Bear Prairie, Idaho Falls Power Assistant Manager
Colleen Wright, Idaho Falls Power Administrative Assistant
Randy Fife, Idaho Falls City Attorney
Jason Cooper, Idaho Falls Power Lead Design Technician (arrived at 10:00 a.m.)

Mayor Casper called the meeting to order at 8:00 a.m. and turned the meeting over to Director Flowers.

Idaho Falls Power (IFP) FY16 Q3 Report:

Director Flowers stated revenues collected were 76% of projected and expenses were 75% of budget year. Concerning retail, residential is the same, industrial is slightly ahead at 76%, commercial is lagging at 63%, City accounts are lagging at 59%. Line extension fees are at 85% of budget, predominately from commercial (\$193,893 collected of \$250,000 budgeted), projected that we will collect close to \$600,000 in FY16.

Power Supply Report and Forecast:

Mr. Prairie reviewed the power supply expenses and revenues for FY16 Q3:

Q3 net power supply cost = -13% from prior year. \$566,963 Lower

- April & May -6% year over year, June -24% = June 2015 was hot.
- Expenses were down -\$207,348
- Revenues were up \$349,014. Mostly Mid-C and Mona trades, bulbs were pretty flat year over year.
- 23,425 MWh more sales in 2016 than 2015 Q3 = 115,481 MWh.
- Slice generation not Gem State or Bulbs. Those were actually lower year over year.

62.28% of total budget.

Mr. Prairie reviewed the heavy load and light load forecast graphs and the net power supply cost projection graph.

Mr. Prairie provided an overview of the water outlook for both the Columbia River Basin and the Snake River.

Director Flowers presented an update on the Horse Butte Wind project with respect to the recent fire that was in the area where the turbines are located. Horse Butte Wind saw a 25 MW curtailment (50%) due to BPA's (Bonneville Power Administration) damaged transmission infrastructure. UAMPS (Utah Associated Municipal Power Systems)

SEPTEMBER 22, 2016

is working with Fish and Game on exploring the potential to repurpose some reserve funds to assist with the Tex Creek mitigation that will be required in the wildlife refuge area.

Fiber FY16 Q3 Report and Project Update:

Director Flowers reviewed 3rd Quarter Revenues which were at 76% at 75% of budget year. Lease pair revenue fluctuates in Q1 and Q4 due to prepay. BEA and CWI are prepaid in Q1; School District 91 and ISU are prepaid in Quarter 4. Fiber rates set by resolution are \$1340 per month per backbone pair lease except the County; drops are \$25 per month per location.

Expenses are at 120% at 75% of the budget year largely driven by SilverStar extensive build out that was not anticipated. SilverStar is largely amortizing drop costs so loan value increased this fiscal year.

Staff is in discussion with Bonneville County about the potential for leasing a pair to replace the expired contract. The County would like to lease us the hubs to counter balance the cost of the leased pair fee. We are looking into other options for the hubs.

Director Flowers provided an update on the fiber expansion project. Staff will be holding public meetings in early 2017 to engage the community in conversations about options for fiber to the home. This fall we will conduct a random survey of IFP customers to collect data on broadband access needs, staff will engage Council in a strategic discussion about the overall objectives of the fiber expansion, and staff will be conducting a business and legal review of the options contained within the report. In the meantime, IFP staff will work to reclaim fiber pairs to add a year or so to the lease pair capacity.

Overview of UAMPS Carbon Free Power Project Informational Meetings:

Director Flowers informed Council that UAMPS filmed the entire meeting and it will be available if any Council members who were unable to attend are interested in watching. Director Flowers and Councilman Smith reviewed the agenda of the UAMPS meeting and provided highlights about the presentations that were made.

Account Clean-up Following Meter Change Out:

Mr. Prairie updated Council about a new process employed by Idaho Falls Power following completion of the meter conversion project. Staff now audits a select number of random accounts each year to ensure the meters are functioning properly and the billings are accurate. In that process this past year, staff did identify a couple errors.

For example, it was discovered that one business customer with three-phase power did not have one of the wires connected in the meter. Thus the customer has never (in approximately 20 years) paid a demand charge/consumption fee. The customer runs equipment for limited durations so consumption is very low but high demand charge due to large electrical draw from large motors. IFP staff has been working with the customer to remedy the delinquent account status now that accurate metering/billing is taking place.

As these problems are identified, they are corrected and the account holder is notified. The correct billing based on current rates adopted by the Council is implemented. Mr. Prairie indicated IFP is not currently seeking retroactive billing and or estimating consumption from these situations and back charging customers. City Council discussed what that would have been in this case and discussed the merits of retroactive collections. No change in process was directed.

Service Territory and Customer Exchange:

Directed Flowers updated Council on the conversations with Rocky Mountain Power pertaining to customer buy outs and negotiations toward a new customer exchange agreement. Director Flowers reviewed the verbally agreed upon process and indicated we have a first test case with a buy out of an old farm home in the proposed Ivywood

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subdivision area. The property must be annexed, the customer must request the buyout (to IFP), Idaho Falls must confirm annexation and its ability to serve.

Canvas on the River Concept:

Director Flowers gave City Council a heads up about a conversation occurring between developer Lorin Walker and the Art Community related to a Canvas on the River concept at the City Plant. With the development occurring on the west side of the river, there is interest in pursuing a beautification project. Staff is participating in the conversation and stressing limitations in terms of structural options, maintenance concerns, and the need to pursue grant money to develop. The art community is developing a Request for Proposals and plans to include community input in the process.

Sedimentation Removal Project at Upper Power Plant

Mr. Cooper presented the scope and timeline of the Sedimentation Removal Project at the Upper Plant.

On February 5, the project was awarded to Rhoadhouse Construction for the bid amount of \$520,372. On August 8, City Council ratified the coffer dam design and awarded the boat launch project to 3H Construction for the bid amount of \$132,512. Sediment is 18 feet high and is estimated to be 45,000 to 65,000 cubic feet of material. The goal of this project is to bring levels back to 1978 levels. The project is scheduled to start on September 30 and be completed by October 31. Re-watering will be gradual so as not to be destructive.

Meeting recessed at 10:40 a.m. and reconvened at the Old Lower Plant for the Ribbon Cutting with the Chamber of Commerce Ambassadors.

October 11, 2016

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Work Session), Tuesday, October 11, 2016, in the 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 Michelle Ziel-Dingman
Councilmember John B. Radford
Councilmember Ed Marohn
Councilmember David M. Smith
Councilmember Thomas Hally
Councilmember Barbara Ehardt

Also present:

Brad Cramer, Community Development Services Director
Kerry Beutler, Community Development Services Assistant Director
Chris Fredericksen, Public Works Director
David Richards, Water Superintendent
Greg Weitzel, Parks and Recreation Director
Dave Hanneman, Fire Chief
Royce Clements, Police Captain
Alan Bowers, Police Sergeant
Joelyn Hansen, Community Project Coordinator
Pamela Alexander, Municipal Services Director
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:02 with the following items:

Mayor's Report, Calendar Items, and Announcements:

Mayor Casper announced the Tokai-mura Japanese delegates recently departed from Idaho Falls. She will be attending a LINE (Leadership in Nuclear Energy Commission) meeting in Coeur d'Alene on October 13 and 14, and therefore will not be in attendance at the October 13 Council Meeting.

Calendar items for the month of October:

12 Fire Prevention Community Block Party
13 Scouting Stars Event, Councilmember Michelle Ziel-Dingman as Guest Speaker
13 City Council Meeting
14 BYDC (Bonneville Youth Development Council) Leadership Challenge 2016
15 Idaho Falls Fire Department (IFFD) BBQ
15 Black Lives Matter Forum
18 Celebrating Parks Banquet Dinner
22 Ag Appreciation Day
24 Council Work Session
27 Idaho Falls Power Board Meeting
27 City Council Meeting
27-29 Boo at the Zoo

The Attorney General's office will be holding Public Records and Open Meetings forum on October 20

City Council Reports:

October 11, 2016

Councilmember Hally stated Rocky Mountain Power has completed the power pole relocation project at 17th Street and Hitt Road. The cost of this project will be shared with the City of Ammon.

Councilmember Marohn stated October 9-15 is Fire Prevention Week, IFFD will be making a special presentation at Rotary luncheon on October 13.

Councilmember Radford had no items to report.

Councilmember Ehardt had no items to report.

Councilmember Dingman stated she anxious to represent the Councilmembers at the Scouting Stars Event on October 13.

Councilmember Smith indicated the Councilmembers will be receiving information regarding the Upper Power Plant in the near future.

Acceptance and/or Receipt of Minutes:

It was moved by Councilmember Dingman, seconded by Councilmember Marohn, to accept receipt of Planning and Zoning Commission actions from the October 4, 2016 meeting along with Sister Cities and Civic Auditorium Committee meeting minutes. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Business Improvement District (BID) Management Agreement Approval:

Director Cramer stated this agreement is an annual renewal which outlines the responsibilities for the City and the Idaho Falls Downtown Development Corporation (IFDDC). It was moved by Councilmember Dingman, seconded by Councilmember Marohn, to approve the Business Improvement District Management Agreement. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

Status Report for Area of Impact (AOI):

Director Cramer stated the schedule for AOI is currently behind due to various reasons, although he believes the final recommendations scheduled for presentation in May will still occur. Director Cramer reviewed the boundaries of AOI and indicated Bonneville County does not want to see any proposal that may represent growth beyond twenty (20) years, which entails approximately 200 acres. He stated the AOI boundary line has been adjusted per joint conversation with the Planning and Zoning (P&Z) Commission and Bonneville County Commissioners. Director Cramer stated next steps would entail the Chairman of each board to work on a joint document for commissions review to allow growth for both the City and the County. He stated the P&Z would be in favor of changes if the County Comprehensive Plan would reduce urban-type growth outside of the AOI to allow growth closer to City boundaries. The City would then reduce the boundaries of the current Comprehensive Plan. Director Cramer believes the Council may see recommendations from the P&Z to extend City services to County properties within the AOI with strict conditions. After brief discussion it was consensus that future discussion for best practices, including utility services, will occur in the upcoming month(s).

Water Mitigation Discussion:

Director Fredericksen introduced Rob Harris from Holden, Kidwell, Hahn and Crapo, P.L.L.C.

Mr. Harris reviewed the Eastern Snake Plain Aquifer (ESPA) boundaries stating the boundary is necessary for water management. He presented the following information with brief discussion throughout:

Water Law Basics-

- A water right is a piece of paper that authorizes the listed owner to use the State of Idaho's water subject to certain limitations
- Priority date is critical: "First in time is first in right"

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- A water right must be used for a recognized beneficial use such as irrigation or municipal. Water right does not cover ground water recharge.
- Water Right Administration's statutory responsibility is to enforce priority administration; this is mostly accomplished through organized units called "Water Districts".
- Hydraulic connection has been known for more than a century. In 1994 the State of Idaho developed *Rules for Conjunctive Management of Surface and Groundwater Resources* (the "CM Rules").
- CM Rules refers to administration of ground water and surface water rights by priority. Statutes were added to allow for formation of "Ground Water Districts".
- Ground Water Districts sole purpose is to mitigate for junior pumping.

Surface Water Coalition (SWC)-

- Consists of seven (7) Magic Valley canal companies and irrigation districts for excess of 544,135 acres.
- As a result of the SWC call, the director of Idaho Department of Water Resources (IDWR) developed a "methodology order" for supply and demand during In-Season Injury (April through September) and Carryover Injury (November). Due to the methodology, the water rights were subject to curtailment which resulted in a settlement agreement, which Mr. Harris is not recommending. He reviewed objectives, near-term practices, and long-term practices of the settlement terms. He stated there were no provisions for municipalities.

SWC Call Agreement-

- Goal: Stabilize and ultimately reverse the trend of declining ground water levels and return ground water levels to levels equal to the average ground water levels from 1991-2001.
- Benchmarks: (1) by 2020 ground water levels will equal ground water levels in 2015; (2) by 2023 ground water levels will be halfway between 2015 ground water levels and goal; and (3) by 2026 goal is reached and ground water levels equal or exceed 1991-2001 average.
- Metrics: Ground water levels as measured in 19 mutually agreed to "sentinel" observation wells.

AIC (Association of Idaho Cities) Mitigation Plan-

- Coalition of Cities consolidated their mitigation plans
- 2016 – 2,600 AF (acre/feet) of storage water supplied to the SWC, ~500 AF of credit, bought time to negotiate a longer-term plan
- 2017 and beyond – negotiations have started
- Long-term plan – wastewater return, consumptive use, future growth

New Management Regime-

- Alternative to CM Rules is for entire ESPA to be managed as "Ground Water Management Area" (GWMA) as defined in Idaho Code Section 42-233b.

Mr. Harris stated the City filed a comment letter with several concerns.

Other Water Matters-

- Use of irrigation district water entitlements
- Look for ways to reduce ground water pumping
- Most typical ways are to meter residents and convert irrigation of parks and other large open spaces from ground water irrigation to surface water irrigation
- Request that new subdivisions with surface water entitlements be required to install a secondary canal water pressurized irrigation system for outside irrigation

Mayor Casper stated future negotiations will occur in the upcoming months.

Snow Removal Update:

Director Fredericksen indicated he will be reviewing snow removal maps with the Mayor's office in the near future. These maps will include a priority map, with order of streets for snow removal, as well as a snow removal method map. He stated there will also be an Ordinance change to Title 9 Chapter 5, with the removal of the proclamation process to be included into a snow policy.

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Vehicle/Bicycle/Pedestrian Safety Discussion:

Mayor Casper stated recent traffic facilities and other significant accidents have prompted heightened awareness of safety. She indicated several community suggestions have been received, along with follow-up discussions with Department Directors.

Captain Clements reviewed accident trends for the previous five (5) years stating injury accidents are consistently decreasing. The number of accidents for this community are fairly consistent to other cities of similar size although reportable traffic accidents are much lower. He reviewed the top 25 locations of all accidents, stating accidents at 17th Street intersections rank the highest as 17th Street is the most traveled street. He indicated the main contributing circumstance for accidents is due to drivers following too close. Enforcement actions include: high visibility, targeted enforcement through Idaho Transportation Department (ITD) grants, and traffic stops. Future enforcement options include: continue current strategies, increase traffic unit staffing, and shift traffic work load/assignments.

Director Fredericksen stated flashing radar signs have been requested for installation on 17th Street between Boulevard Avenue and Yellowstone Avenue. He indicated a 17th Street safety audit has recently been conducted and future discussion will occur regarding safety ideas. He stated there are approximately eight (8) projects anticipated for 17th Street to assist with traffic safety as well as several signal light replacements. Director Fredericksen stated potential improvement of safety locations are being coordinated with federal funding.

Director Weitzel stated more than 1500 residents contributed to Connecting Our Community (COC) Plan. He briefly reviewed the five (5) 'E's' for a bicycle-friendly City which include: Engineering, Education, Encouragement, Enforcement, Evaluation (and planning). Director Weitzel expressed his condolences for the recent death of John Linger, a long-time Parks and Recreation (P&R) employee.

Director Cramer believes planning and community development toward the core of the City encourages a biking/walking community. He stated the COC Plan is used as enforcement planning tool for development.

Chief Hanneman stated the Fire Prevention Division also includes Community Risk Reduction which helps to identify causal factors and interventions in order to measure any success or consequences. He indicated the Council will need to determine the acceptable risk, interventions, and level of enforcement.

After brief comments, it was determined follow-up discussion of vehicle/bicycle/pedestrian safety will occur.

Legal Services Citizen Review Committee (CRC) Report:

Members of the Legal Services CRC include Miranda Marquit, Chairman, Terry Johnston, Don Johnson, Matthew Hamilton, and George Morrison.

Ms. Marquit presented the following:

Efficiency-

The CRC members were very impressed with the efficiency of the Attorney's Department as Idaho Falls has the highest caseload per capita in the State. The members of the Attorney's Department do an admirable job discharging its duties in an efficient and professional manner.

Advantages of an in-house Legal Department-(Even though an in-house Legal Department costs more than the County billing, the benefits outweigh the costs, and there is no guarantee that the County wouldn't begin charging even more in the future)

- Increased efficiency in handling City requests
- Dedicated counsel, since the attorney has only one (1) client, the City

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- Better tracking of public information requests
- Possible to devote more time to improving and consolidating the City Code
- Consistency over time as new hires can be trained in a set process

Main issue: Compensation-

- Despite the high caseload handled by members of the Attorney's Department, Idaho Falls offers the lowest pay in the state.
- Even compared to Pocatello, our salaries for attorneys and staff are low.
- Prosecutors on-call aren't compensated for their overtime.
- We run the risk of losing talent to other cities in Idaho, and out of state. Our Attorney's Department even has trouble attracting interns, since they can be paid when they go elsewhere.

Brief discussion followed regarding the Attorney Department Budget.

Domestic Violence Cases-

- No victim's coordinator
- Department is under-staffed
- Would like to see more training to provide support and resources for domestic violence victims
- A dedicated victim witness coordinator could help with the situation
- The department handles its caseload admirably, but what happens with turnover? New hires might not be as efficient or fit in as well

Other departments-

- One cause for concern amongst department members is the frequency of urgent requests
- Additionally, some requests don't come with deadlines, so it's difficult for Department members to understand priorities
 - Encourage other departments to provide more lead time and deadlines

CLEs (Continuing Legal Education)-

- Even though the members of the department receive all the necessary training, we think it would be beneficial for them to attend more regional and national conferences, rather than sticking so close to home.
- Idaho Falls can benefit from seeing how other areas handle different situations, and from networking with attorneys in other areas of the country.

Recommended areas-

- Increase the budget for the Department to provide the ability to hire additional personnel, or institute a paid internship program, to help with the abnormally high caseload
- Create a step-and-grade salary or other compensation within the Department to promote an interest in remaining in Idaho Falls and reduce the potential for future turnover
- Institute increased flexibility between sick leave, personal leave and vacation time so that personnel have more options
- Compensation, such as a stipend, for on-call personnel who aren't currently paid for their time
- Improve department training on how to interact with domestic violence victims. Instead of sending letters to domestic violence victims and waiting on them to respond, we suggest the Department be more proactive in contacting the victims and pointing them toward resources
- Better communicate expectations for the City Attorney's Department with other departments
- Wider career development experience, including possibly traveling to conferences and trainings outside Idaho

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Brief discussion followed including City Code, infractions and misdemeanors, and internship. Mr. Fife expressed his appreciation to the CRC members.

Community Support Grants Discussion:

Mayor Casper believes community support assists to leverage other funding in ways to benefit the entire community, such as the arts and social services. She is hopeful to find a methodology process including objective components. She stated a Council subcommittee was formed to make recommendations and identify improvements for the future process. Council subcommittee members consist of Councilmembers Michelle Ziel-Dingman, Barbara Ehardt, and John Radford. Councilmember Dingman believes the service provided by these specific organizations is valuable and meaningful. Councilmembers Dingman and Ehardt briefly reviewed the grant applications. Subcommittee recommendations are as follows with brief discussion throughout:

	Applied	Recommended
Eastern Idaho Visitors Information Center/CVB	\$15,000	\$7,500
Hospice of Eastern Idaho	\$7,349	\$7,349
Art Museum of Eastern Idaho	\$8,500	\$7,500
Behavioral Health Crisis Center	\$6,000	\$5,000
Center for Hope Recovery Center	\$1,050	\$1,050
Bonneville County Veterans Memorial Commission	\$50,000	\$40,000
Senior Citizen's Community Center*	\$10,000	\$18,000
Idaho Falls Symphony	\$15,000	\$7,000
Idaho Falls Arts Council	\$50,000	\$30,000
Museum of Idaho	\$50,000	\$50,000
Idaho Falls Historic Downtown Foundation	\$45,000	\$5,000
Domestic Violence & Sexual Assault Center*	Any	\$2,700
Total	\$257,899	\$181,099

*Additional funds were requested after receiving notice rescinding electricity donation

Subcommittee application recommendations for the following year include:

1. Allow for operating expenses
2. Allow for 501 (c)(3) – Charitable Organizations, (c)(4) – Social Welfare Organizations, (c)(6) – Business League, and (c)(19) – Veteran's Organization
3. Add a line to see if matching funds are available. If so, at what percentage or amount and who is providing the matching funds.
4. Remove line regarding "assurances" about the organization, as we are not asking for proof.
5. Request a mandatory bi-annual Grant Report from organizations that receive funds. Ideally they would be submitted to the City between April 1-30 and October 1-30 each year. This report would include a project timeline, budgets, expenditures, what outcomes have occurred, and any plan for money that has not been spent. Councilmember Dingman stated the Grant Report will substitute as a contract with the City.

Mayor Casper indicated the total amount of recommendations exceeds the budgeted amount and believes the funding source should be identified. There was consensus of the Council to allocate funds from the General Fund with brief discussion of specific funding sources.

It was moved by Councilmember Radford, seconded by Councilmember Ehardt, to approve recommendations made by the subcommittee for community support grants and to appropriate \$181,099 to support various community groups as they provide services to the City. It was then moved by Councilmember Marohn, seconded by Councilmember Dingman, to cover the additional \$106,099 from the encumbrance fund included in the Council budget in the current fiscal year. Director Alexander briefly explained the encumbrance fund and believes it is necessary to maintain documentation for any encumbrance allocation. Roll call as follows: Aye – Councilmembers

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Ehardt, Radford, Marohn, Dingman, Hally. Nay – Councilmember Smith. Motion carried. Roll call to approve the appropriated amount as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Ehardt. Nay – Councilmember Smith. Motion carried.

It was moved by Councilmember Marohn, seconded by Councilmember Dingman, to adjourn the meeting at 7:00 p.m. and move into Executive Session which has been called pursuant to the provisions of Idaho Code Section 74-206(1)(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency; and, Idaho Code Section 74-206(1)(j) To consider labor contract matters authorized under Idaho Code Section 74-206(1)(a) and (b), and not reconvene to Work Session upon conclusion of the Executive Session. Roll call as follows: Aye - Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Tuesday, October 11, 2016, in the Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:07 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember David M. Smith
Councilmember Barbara Ehardt
Councilmember John B. Radford
Councilmember Ed Marohn
Councilmember Thomas Hally
Councilmember Michelle Ziel-Dingman

Also present:

Chris Fredericksen, Public Works Director
Pamela Alexander, Municipal Services Director
Dave Hanneman, Fire Chief
Randy Fife, City Attorney

The Executive Session has been called pursuant to the provision of Idaho Code Section 74-206(1)(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency; and, Idaho Code Section 74-206(1)(j) To consider labor contract matters authorized under Idaho Code Section 74-206(1)(a) and (b).

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Smith, that the meeting adjourn at 7:26 p.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

October 13, 2016

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, October 13, 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 Ed Marohn
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember Thomas Hally
Councilmember John B. Radford
Councilmember David M. Smith

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 Graham Hannon, a student at American Heritage Charter School, and Boy Scout Troop #314, 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. No one appeared.

Consent Agenda Items:

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

<u>FUND</u>	<u>TOTAL EXPENDITURE</u>
General Fund	\$1,767,396.52
Street Fund	1,593,624.39
Recreation Fund	50,322.25
Library Fund	73,158.80
Municipal Equipment Replacement Fund (MERF)	136,456.18
Electric Light Public Purpose Fund	79,996.11
Golf Fund	43,902.67
Self-Insurance Fund	110,003.72
Sanitary Sewer Capital Improvement Fund	886.20
Municipal Capital Improvement Fund	332,481.45
Water Capital Improvement Fund	1,312.00
Traffic Light Capital Improvement Fund	44,238.75
Parks Capital Improvement Fund	12,871.50
Airport Fund	129,626.49
Water and Sewer Fund	2,015,757.19
Sanitation Fund	302,298.20
Ambulance Fund	118,849.39
Electric Light Fund	3,537,403.03
Payroll Liability Fund	2,778,231.18
TOTAL	13,128,816.02

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The City Clerk requested approval of minutes from the September 6, 2016 Council Work Session; September 8, 2016 Council Meeting; September 19, 2016 Council Work Session; September 22, 2016 Council Meeting; and September 26, 2016 Special 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 the recommendations presented. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Regular Agenda Items:

Community Development Services

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Castlerock Division No. 5

For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Castlerock Division No. 5. The Planning and Zoning Commission considered this item at its September 6, 2016 meeting and recommended approval. Staff concurs with this recommendation.

Councilmember Dingman stated this item was approved for annexation at the August 25, 2016 Council Meeting.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Development Agreement for Castlerock Division No. 5, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to accept the Final Plat for Castlerock Division No. 5, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Castlerock Division No. 5, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

Municipal Services

Subject: Cayenta Managed Services Plan (CMS)

The Municipal Services Department is requesting the authorization to enter into a professional services agreement with Cayenta, a division of N. Harris Computer Corporation, to provide database administration, system application and maintenance for a total amount of \$54,000.

Councilmember Marohn stated the annual agreement amount includes a one-time administrative set up fee of \$6,000 and a yearly cost of \$48,000 for database and application technical support. He indicated Municipal Services highly recommended a one-year contract to ensure the transition is solid. Funding for this professional services agreement is budgeted within the Cayenta system project for the 2016/17 fiscal year in the Municipal Services Department.

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It was moved by Councilmember Marohn, seconded by Councilmember Smith, to authorize a professional services agreement with Cayenta to provide database administration, system application and maintenance for a total amount of \$54,000. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

Subject: Bid Award – IF-17-02, Chlorine and Sodium Bisulfite

It is the recommendation of the Public Works and Municipal Services Departments to accept the lowest responsive, responsible bids from Thatcher Company Inc. and Landview Inc. for water and wastewater treatment operations products in an approximate lump sum amount of \$362,296.50.

Councilmember Marohn reviewed the following items:

Vendor	Description	Approximate Annual Cost
Thatcher Company Inc.	Chlorine, 150-pound cylinders	\$45,976.50
Thatcher Company Inc.	Chlorine, 1-ton container	\$217,920.00
Landview Inc.	Sodium Bisulfite, per gallon	\$98,400.00
	Approximate Lump Sum	\$362,296.50

Councilmember Marohn stated the funding is budgeted in the 2016/17 Public Works Department operating budget. He indicated these items are necessary to discharge water into the Snake River.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to accept the lowest responsive, responsible bids from Thatcher Company Inc. and Landview Inc. for water and wastewater treatment operations products in an approximate lump sum amount of \$362,296.50. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Subject: Bid Award – IF-17-01, Hauling and Spreading Sewer Sludge

It is the recommendation of the Public Works and Municipal Services Departments to accept the lowest responsive, responsible bid from G & F Pond Enterprises for sewer sludge services in an extended price of \$295,200.

Councilmember Marohn stated this service is to haul and spread sewer sludge to various fields throughout the City. Funding is budgeted in the 2016/17 Public Works operation budget.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to accept the lowest responsive, responsible bid from G & F Pond Enterprises for sewer sludge services in an extended price of \$295,200. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

Subject: Bid Award – IF-17-B, Road Salt

It is the recommendation of the Public Works and Municipal Services Departments to piggyback the Idaho Department of Transportation's contract #ITB16000986 with Burns D. Leavitt, DBA Taurus Natural Salt, to furnish the required annual road salt for an amount of \$37.50 per cubic yard.

Councilmember Marohn stated the funding is budgeted in the 2016/17 Public Works Street operating budget.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to piggyback the Idaho Department of Transportation's contract #ITB16000986 with Burns D. Leavitt, DBA Taurus Natural Salt, to furnish the required annual road salt for an amount of \$37.50 per cubic yard. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

October 13, 2016

Public Works

Subject: Easement Vacation Request – Lot 13, Block 1, Freeway Commercial Plaza (Instrument No. 1489425)

The property owner of Freeway Commercial Plaza, Division 3, Block 1, Lot 13 has requested the vacation of a utility easement in order to make better use of the property. All utility services have reviewed and approve the request.

Councilmember Ehardt stated this is the preliminary stage for an easement.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to authorize the City Attorney to prepare documents needed to accomplish the Freeway Commercial Plaza easement vacation. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

Idaho Falls Power

Subject: Change Order to Upper Plant Sedimentation Removal Project

On February 5, 2016 City Council awarded a project to remove sedimentation upstream from the Upper Power Plant to Rhodehouse Construction Inc. to remove 45,000 cubic yards of sediment. Upon dewatering the channel, there was more sediment built up than originally estimated. Idaho Falls Power respectfully requests City Council approve Change Order #1 for \$245,000 for additional sedimentation removal.

Councilmember Smith stated the Change Order is necessary to remove an additional 30,000 cubic yards of sedimentation material. The amount of the Change Order will lead to a new contract price of \$765,372. Work is being collaborated with a drone company to calculate the actual cubic yards of sedimentation material being removed.

It was moved by Councilmember Smith, seconded by Councilmember Hally, to approve Change Order #1 in the amount of \$245,000 for the Upper Power Plant sedimentation removal project and authorize the Mayor to execute the necessary document. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

There being no further business, it was moved by Councilmember Dingman, seconded by Councilmember Ehardt, that the meeting adjourn at 7:48 p.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

REGULAR AGENDA:


IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council
FROM: Municipal Services Department
DATE: October 17, 2016
RE: Bid IF-17-E, Smart Grid Meter Purchase

On June 23, 2011, City Council approved a five-year contract for the Radio Frequency (RF) Mesh advanced Metering Infrastructure (AMI) and Smart Grid System for a lump sum amount of \$4,514,205.05 from Elster Solutions, LLC. Idaho Falls Power has requested to purchase additional meters from Elster Solutions, LLC in the amount of \$95,950.00. In reviewing the five-year contract expenditures to date, it was noted the total purchases have exceeded the total contract amount of \$4,514,205.05. It is therefore recommended that Council approve \$95,950.00 for the purchase of additional meters from Elster Solutions, LLC. The funding will be from the 2016/17 Electric fund budget.

Respectfully,

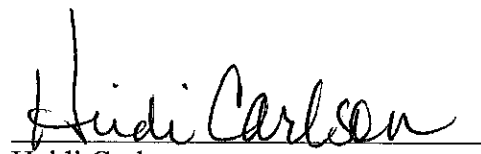

Pamela Alexander
Municipal Services Director
Chandra Witt
General Services Administrator
Heidi Carlson
Purchasing Agent

Exhibit F -- Pricing Summary

AMI Communication Network System

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	AMI Communication Network System - YEAR 1			
	EA_Gatekeeper AC w/battery - Ethernet	18	\$2,250.00	\$40,500.00
	EA_Gatekeeper Pole Mount Kit for metal enclosures: 10 7/8" to 13 3/4"	18	\$59.00	\$1,062.00
	NET EXTENDED PRICE			\$41,562.00

Single Phase and Polyphase Electric Meters (Endpoint Devices)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2A	Single Phase Residential Electric Meters with ZigBee - YEAR 1			
	REX2 with EA_LAN interface (FM2S with Zigbee)	2,700	\$81.00	\$218,700.00
	NET EXTENDED PRICE			\$218,700.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2B	Commercial and Industrial Polyphase Electric Meters with ZigBee - YEAR 1			
	A3TL with EA_LAN interface (All forms)	300	\$235.00	\$70,500.00
	NET EXTENDED PRICE			\$70,500.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2C	Commercial and Industrial Polyphase Electric Meters without ZigBee - YEAR 2			
	A3TL with EA_LAN interface (All forms)	800	\$235.00	\$188,000.00
	NET EXTENDED PRICE			\$188,000.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2D	Single Phase Residential Electric Meters without ZigBee - YEAR 2			
	REX2 with EA_LAN interface (FM2S)	5,200	\$68.00	\$353,600.00
	NET EXTENDED PRICE			\$353,600.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2E	Commercial and Industrial Polyphase Electric Meters without ZigBee - YEAR 3			
	A3TL with EA_LAN interface (All forms)	800	\$235.00	\$188,000.00
	NET EXTENDED PRICE			\$188,000.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2F	Single Phase Residential Electric Meters without ZigBee – YEAR 3 REX2 with EA_LAN interface (FM2S)	5,200	\$68.00	\$353,600.00
	NET EXTENDED PRICE			\$353,600.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2G	Commercial and Industrial Polyphase Electric Meters without ZigBee – YEAR 4 A3TL with EA_LAN interface (All forms)	800	\$235.00	\$188,000.00
	NET EXTENDED PRICE			\$188,000.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2H	Single Phase Residential Electric Meters without ZigBee – YEAR 4 REX2 with EA_LAN interface (FM2S)	5,200	\$68.00	\$353,600.00
	NET EXTENDED PRICE			\$353,600.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2I	Commercial and Industrial Polyphase Electric Meters without ZigBee – YEAR 5 A3TL with EA_LAN interface (All forms)	800	\$235.00	\$188,000.00
	NET EXTENDED PRICE			\$188,000.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2J	Single Phase Residential Electric Meters without ZigBee – YEAR 5 REX2 with EA_LAN interface (FM2S)	5,200	\$68.00	\$353,600.00
	NET EXTENDED PRICE			\$353,600.00

Central Host/Data Management/Data Storage System

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
3A	Client Server – YEAR 1 EA_MS server hardware (Production system only)	1	\$13,000.00	\$13,000.00
	NET EXTENDED PRICE			\$13,000.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
3B	Application Server – YEAR 1 <i>Pricing included in Item 3A</i>	--	--	--
	NET EXTENDED PRICE			\$0.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
3C	Data Server – YEAR 1 <i>Pricing included in Item 3A</i>	--	--	--
	NET EXTENDED PRICE			\$0.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
3D	System Application – YEAR 1			
	AMI License Fee: EnergyAxis Premiere	1	\$35,000.00	\$35,000.00
	AMI License Fee: Home Area Network Support	1	\$5,000.00	\$5,000.00
	AMI License Fee: Distribution Automation Support	1	\$5,000.00	\$5,000.00
	AMI element license fees (0-20,000)	20,000	\$0.00	\$0.00
	AMI element license fees (20,000-50,000)	7,000	\$1.20	\$8,400.00
	Primestone (Primeread) Software License Fee	1	\$102,063.00	\$102,063.00
	Primestone Professional Services	1	\$29,325.00	\$29,325.00
	Primestone MDM maintenance (First year only)	1	\$20,413.00	\$20,413.00
	NET EXTENDED PRICE			\$205,201.00

Advanced Distribution Automation (DA) AMI System

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
4A	DA Collectors -- YEAR 1			
	Tropos 7320 Radio: 2.4&5.8GHz,FCC,802.11n, AC, Batt	85	\$4,137.00	\$351,645.00
	Pwr Cable, 4ft, 2-wire, Photo-Cell	85	\$130.00	\$11,050.00
	Weather-Tight Gateway Connector Kit	40	\$96.00	\$3,840.00
	Tropos Control Server License with 10 Router Licenses	1	\$1,722.00	\$1,722.00
	Tropos Control Router License	75	\$137.00	\$10,275.00
	Tropos Std SW + HW Replace Dual Radio Router - 5 year	85	\$1,169.00	\$99,365.00
	Tropos Project Mgmt, Design, Configuration, Installation, Optimization and Testing	1	\$287,500.00	\$287,500.00
	Estimated hardware freight for Tropos radios	1	\$1,594.00	\$1,594.00
	NET EXTENDED PRICE			\$766,991.00

Demand Response System and Devices

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
5A	Load Management Radio Receiver Switches For Water Heaters (Section 3.8.1) – Year 1			

Load Control Switch	300	\$200.00	\$60,000.00
NET EXTENDED PRICE			\$60,000.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
5B	Load Management Radio Receiver Switches For Air Conditioners (Section 3.8.2) – Year 1			
	Load Control Switch	50	\$200.00	\$10,000.00
	NET EXTENDED PRICE			\$10,000.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
5C	Load Management Communicating Thermostats for Air Conditioners and HVAC Systems (Section 3.8.3) – Year 1			
	Programmable Control Thermostat	300	\$135.00	\$40,500.00
	NET EXTENDED PRICE			\$40,500.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
5D	Software interface application for Load Control Receivers and Programmable Communicating Thermostats (Section 3.8.4) – Year 1			
	Tendril Platform Setup Fee	1	\$99,000.00	\$99,000.00
	Tendril Monthly SaaS Fee for Year 1 only	12,000	\$3.00	\$36,000.00
	Tendril Deployment Services and Integration Management	1	\$108,720.00	\$108,720.00
	Additional Hardware Warranty (2 years)	1	\$18,840.00	\$18,840.00
	Est. hardware freight	1	\$5,841.00	\$5,841.00
	NET EXTENDED PRICE			\$268,401.00

Demand Response System and Devices

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
6	In Home Displays – Year 1			
	IHD	1,000	\$125.00	\$125,000.00
	NET EXTENDED PRICE			\$125,000.00

Wireless Fault Indicating Sensors (WFIS)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
7	Wireless Fault Indicating Sensors – Year 1			
	FP Series 1548 Overhead FCI PN: 1548FH- BNC3-R-A-A (Phase A)	5	\$253.00	\$1,265.00

FP Series 1548 Overhead FCI PN: 1548FH-BNC3-R-B-A (Phase B)	5	\$253.00	\$1,265.00
FP Series 1548 Overhead FCI PN: 1548FH-BNC3-R-C-A (Phase C)	5	\$253.00	\$1,265.00
JH-1560-2 (Wireless interface with three 1548 FCIs)	5	\$665.00	\$3,325.00
Elster IP AxisLink Gateway	5	\$2,250.00	\$11,250.00
NET EXTENDED PRICE			\$18,370.00

System Training

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
8	System Training -- Year 1 Elster EA_MS user training	1	\$10,880.00	\$10,880.00
	NET EXTENDED PRICE			\$10,880.00

System Implementation

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
9	System Implementation -- Year 1 Elster AMI Project Delivery Services	1	\$118,600.00	\$118,600.00
	Elster Professional Services: Integration support to CIS,OMS,GIS,SCADA systems	1	\$28,800.00	\$28,800.00
	Est. Travel & Living expenses	1	\$20,000.00	\$20,000.00
	NET EXTENDED PRICE			\$167,400.00

System Maintenance

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
10	5 Year Maintenance Agreement Est. System Maintenance Agreement - Basic Support (5 Years)	1	\$75,000.00	\$75,000.00
	5 Year Extended Warranty - Elster electric meters and gatekeepers only	1	\$54,550.00	\$54,550.00
	Performance Bond premium	1	\$60,000.00	\$60,000.00
	NET EXTENDED PRICE			\$189,550.00

Remote Disconnect/Reconnect Modules

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
11	Remote Disconnect/Reconnect Modules Remote disconnect adder to Elster REX2 electric meters - Forms 1S,2S,12S only	500	\$33.00	\$16,500.00
	NET EXTENDED PRICE			\$16,500.00
	TOTAL NET EXTENDED PRICE			\$4,388,955.00



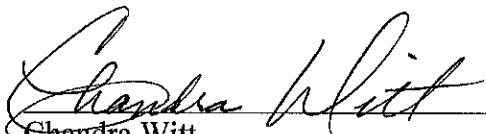
MEMORANDUM

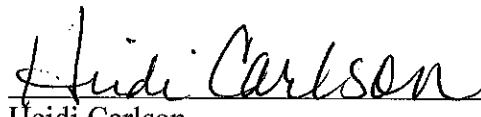
TO: Mayor and City Council
FROM: Municipal Services Department
DATE: October 13, 2016
RE: Bid IF-17-A, Replacement Truck for Idaho Falls Power

It is the recommendation of Idaho Falls Power and the Municipal Services Departments to piggyback the General Services Contract #GS-30F-1028G with Altec Industries, Inc. The supplier will furnish a Telescopic Articulate Aerial Placer on a 2017 Ford F550, extended cab truck for a total unit price of \$133,433.00. This purchase is to replace City of Idaho Falls Power unit #384, a 2002 GMC Truck with a single 45' bucket body that has reached its useful life and recommended for replacement. Unit #384 will be assigned to surplus for sale. This purchase is budgeted in the 2016/2017 Municipal Equipment Replacement Fund.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent



Quote Number: 318257 - 5

Altec, Inc.

October 10, 2016
Our 87th Year

Ship To:

CITY OF IDAHO FALLS
2530 HEMMERT
IDAHO FALLS, ID 83401
US

Bill To:

CITY OF IDAHO FALLS
ATTN CONTROLLER OFFICE
PO BOX 50220
IDAHO FALLS, ID 83405-0000
United States

Attn:
Phone:
Email:

Altec Quotation Number: 318257 - 5
Account Manager: Nicholas Albert Franklin
Technical Sales & Support: Arash Tahtolkassaei

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC AT235P telescopic articulating Aerial Placer with an end mounted, hydraulically leveled, steel platform. Unit is designed for movement with a man aloft with voice communication between the cab and platform. Includes the following features: A. Ground to bottom of platform height: 35.0 feet B. Working height: 40.0 feet C. Maximum reach to edge of platform: 26.5 feet (at 12 foot platform height) D. Telescopic boom extension: 10 feet E. Noncontinuous rotation: 370 degrees F. Non-Insulating Aerial Device G. Total Combined Platform Capacity: 350 lbs. (300 lbs. bucket capacity plus 50 lbs. download) H. Side Load Rating: 400 lbs. Pulling arms with pulling eyes are installed on each side of the platform. Booms are structurally reinforced on both sides to withstand rated sideload. I. Articulating Arm: Articulation is from 0 to 90 degrees. J. Compensation System: The work position is achieved through a single function operation. K. Telescoping upper boom: Articulation is from -25 to 78 degrees. L. Hydraulic Leveling: Platform automatically maintains level during boom articulation through a hydraulic leveling system that requires no major preventive maintenance. M. Controls: Electric style controls activate hydraulic valve for aerial device operation. N. Hydraulic System: Open center system operating at 2.5 gpm and 2,200 psi O. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. P. Structural Warranty on all of the following applicable major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Q. Manuals: Two (2) operator and Maintenance/Parts manuals		
2.	AT235P Unit Model	1	
3.	Pulling Eye Assembly for Boom Tip Application	1	
4.	Pulling Eye Weldment for Boom Tip Application	1	
5.	Fairlead Assembly for Boom Tip Application Adjustment holes in tube to be as follows: While in vertical position 6in. While in angled position 4in & 8in. Must be on left hand side of platform. This requires additional holes to be drilled. Ref. 57-36829392	1	
6.	Post mount pedestal 51.00 inch tall Install red alignment arrows at the rear of the pedestal. Zip- tie airlines and any other wiring at the bottom and the top of the pedestal so that they are secure.	1	
7.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge) Sight guage to be visible from ground.	1	
8.	Single One (1) Man, Steel, Walk-in Platform; 24 x 30 x 42 inches. Includes dual boom tip receiver, two-way communication system, and door with latch and safety cable. The platform is galvanized to minimize corrosion and is designed to permit the temporary storage of a lasher. The hinge to be on the SS ILO curbside.	1	
9.	Multiplex, single handle, joystick controls	1	
10.	Engine Start/Stop At Upper And Lower Controls	1	
11.	Secondary stowage system: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. Control is operated with a switch at the platform and lower controls stations. This feature allows the operator to completely stow the boom, and platform.	1	
12.	110 VAC Outlet At Platform	1	
13.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1	
14.	Dual Strobe Beacons, Amber LED With Brush Guard, Mounted On Unit Riser	1	
15.	Custom unit color (specify color code). Unit to be painted Yellow (Dupont 218). All parts excluding fiberglass sections.	1	
16.	Additional Unit Option 1 large metal tool tray REVISE the hanger brackets to fit the AT235P platform. Be sure there is a hole(s) in the platform and a retainer pin to secure the box while it is installed on the platform. Box needs to have dividers and 2 open rings/hooks for hammers to hang inside, on the tool box.	1	
17.	Additional Unit Option Install 2ft lanyard attachment inside the platform with decal.	1	
18.	Additional Unit Option Install a bolt on drill holder in the platform.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
19.	Additional Unit Option 1 strand cutter holder for the platform.	1	
20.	Additional Unit Option 2 plastic S hooks for workers to hang tools or hats on.	1	
<u>Unit & Hydraulic Acc.</u>			
21.	HVI-22 Hydraulic Oil (Standard).	9	
22.	Standard Pump For PTO	1	
23.	Hot shift PTO for automatic transmission	1	
24.	Custom Capstan Capstan with foot pedal. Capstan QD Decal needs to say "Capstan Only" Ship loose capstan in SS rear compartment. Ref DJ 36829393	1	
25.	Install Tool Circuit with Quick Disconnects, Below Rotation (Male Pressure, Female Return) Hydraulic lower tool circuit at tailshelf with quick disconnects and pump to allow for a max flow of 5gpm at CS rear of tailshelf.	1	
<u>Body</u>			
26.	Altec Body	1	
27.	Steel Body	1	
28.	Low-Side General Service With Step (LGSS)	1	
29.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	
	A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.		
	B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.		
	C. Heavy-Gauge Welded Steel Frame Construction With Structural Channel Crossmembers.		
	D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.		
	E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.		
	F. Steel Treated For Improved Primer Bond And Rust Resistance.		
	G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.		
30.	132" Overall Body Length	1	
31.	94 Body Width	1	
32.	40 Inch Body Compartment Height	1	
33.	20 Body Compartment Depth	1	
34.	Finish Paint Body Custom Color Yellow, Dupont 218.	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
35.	Undercoat Body	1	
36.	5 Inch Drop-In Metal Cargo Retaining Panel At Rear Of Body	1	
37.	5 Inch Drop-In Metal Cargo Retaining Panel At Top Of Side Access Step	1	
38.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7	
39.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
40.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
41.	Chains On All Horizontal Doors	1	
42.	Standard Master Body Locking System, Except Not Located At The Front On Curbside With Access Step (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	7	
43.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	
44.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	
45.	1st Horizontal (SS) - Fixed Shelf With Removable Dividers On 4 Inch Centers	1	
46.	Rear Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail (Left Wall)	1	
47.	Rear Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail (Rear Wall)	4	
48.	Rear Vertical (SS) - Locking Swivel Hook(s) On A Fixed Rail (Right Wall)	1	
49.	1st Vertical (CS) - Adjustable Shelf With No Dividers	1	
50.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
51.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
52.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
53.	1st Vertical (CS) - Louvered Panel On Rear Wall To Ventilate Compartment	1	
54.	2nd Vertical (CS) - Gripstrut Access Steps With Two (2) Sloped Grab Handles	1	
55.	1st Horizontal (CS) - Vacant	1	
56.	Rear Vertical (CS) - Adjustable Shelf With Removable Dividers On 4 Centers	2	
57.	Aluminum Rock Guards Installed Each Front Corner Of Body	1	
58.	Small Steel Grab Handle Installed At Rear	1	
59.	38" L Steel Tailshelf, Width of Body. Includes One (1) Wheel Chock Holder Installed on Each Side, Integrated Curbside Access Steps, and One (1) U-Shaped Grab Handle at Curbside Rear. Tailshelf to have a lip to protect the lightbar.	1	
60.	Smooth Galvanneal Steel Floor	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
61.	Smooth Galvanneal Steel Tailshelf	1	
<u>Body and Chassis Accessories</u>			
62.	ICC Underride Protection	1	
63.	Combination 2 Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1	
64.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
65.	Rear Torsion Bar Installed On Chassis	1	
66.	Timbren Springs	1	
67.	Appropriate counterweight added for stability.	1	
68.	Boom Rest for a Telescopic Unit Boom rest needs to be as far towards the rear of truck as possible.	1	
69.	Mud Flaps With Altec Logo (Pair)	1	
70.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1	
71.	Lower control holder Install in rear of CS horizontal compartment.	1	
72.	Slope Indicator Assembly For Machine Without Outriggers Oon dash above radio area. Be sure to make the bracket as small as possible and not have a lot of excess material around the inclinometer.	1	
73.	Post Style Cone Holder (Holds up to four 15"x15" large cones) Install a 24in cone holder on the SS rear of tailshelf.	1	
74.	Additional Top Opening Storage Box 1 ALUMINUM, Top Opening Storage Box, 15in W x 108in L x 18in H, with drainage holes, No divider, Gas Props, Hasp Lock, Install on SS compartment top.	1	
75.	Custom Fire Extinguisher Install one (1) DISPOSABLE Fire Extinguisher between the driver's and passenger seat on the back wall.	1	
76.	Triangular Reflector Kit, Shipped Loose Store behind drivers seat.	1	
77.	Overspeed Protection System installed in conjunction with hydraulic system. Limits vehicle speed to 7mph when hydraulic system is engaged.	1	
78.	Soft Vinyl Lanyard Pouch	1	
79.	Vinyl manual pouch for storage of all operator and parts manuals	1	
80.	Additional Body/Chassis Accessory Install shovel box with lid on CS compartment top flush with rear of body (20IN W x 18 IN H x 73in. Must span the length of the horizontal and rear verical compartment.)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
81.	Additional Body/Chassis Accessory Install one preform holder: One (1) on SS cargo wall towards front of body. Make sure it is straight and at it's lowest level. To be 12in W x 18in T x 4in D with dividers every 4in. Must have drain holes.	1	
82.	Additional Body/Chassis Accessory Ship loose 6 yellow Cam cinch straps, PN 970551355. Item #: 1" x 10' Cam Strap w/ S-Hook Part #: C510SH Cam Buckle Straps. They are yellow and come with vinyl coated s-hooks on each end.	1	
83.	Additional Body/Chassis Accessory Install 12 pigeon hole storage (like AT40C) in CS 1st vertical.	1	
84.	Additional Body/Chassis Accessory Install PVC kit, guy guard holder. Install one (1) 4" DIA PVC Canister Kit and one (1) 6" DIA PVC Canister Kit, both 42" Long, with Aluminum Cap, Door And Mounting U-Bolts to cargo wall side/edge.	1	
85.	Additional Body/Chassis Accessory SHIPPED LOOSE: 1 set of adjustable hooks (1-4-1 configuration)	1	
86.	Additional Body/Chassis Accessory SHIPPED LOOSE: 1 adjustable shelf for a vertical compartment.	1	
87.	Additional Body/Chassis Accessory NOTE: Be sure to use AT&T AT200A spec frame extension.	1	
88.	Additional Body/Chassis Accessory Robo Reel, Guy wire reel, model Cat. No. 5276, dimensions are 33 3/4in H x 9 1/4in D x 32 1/4W. Location TBD	1	
89.	Additional Body/Chassis Accessory Install bull wheel system added on CS of pedestal area between pedestal and side cargo wall.	1	
90.	Additional Body/Chassis Accessory Install 4 floor mounted d-rings (PN970532094). 500# Capacity Decal (970585470) Install 2 in front and 2 in rear of the reel carrier.	1	

Electrical Accessories

91.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
92.	4-Corner Strobe Lighting, Amber LED, Two (2) Oval Lights Mounted in Front Grille and Two (2) Round Lights Mounted at Rear To be surface mounted. Front strobes to be installed vertically.	1	
93.	Directional Light Bar, Amber, LED, 47" Long Installed in center of tailshelf, programmable for either flash left, flash right, warning flash, and center to left and right; includes a switch to allow dimming for night use. Install eyebrow guard to protect from debris.	1	
94.	Custom Remote Spot/Flood Star Beam SB-101 with CL304 controls wired into dash. One on each side at front of body on posts. Ensure star beam on CS does not interfere with payout for bull Wheel.	1	
95.	Single tone back up alarm installed between the chassis frame rails at the rear of the	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	chassis. To work in conjunction with chassis reverse drive system		
96.	Custom Alarm/Sensor Install rear view camera system, AWTI Slim Line 5inch (AWTI Bullet Camera) - mounts in place of rear view mirror with supplied bracket. Wire so that it only comes on when the driver puts the truck into reverse. There should not be an option to turn camera on any other time. Be sure to Mount the camera with the 4 degree mounting clip. Be sure that the camera is straight. Tape the camera connection at rear of truck. Be sure to use the RAM mounting bracket, not the fan mounting bracket. Monitor to be installed as high up as possible / close as possible to the super duty verbiage on the windshield.	1	
97.	7-Way Trailer Receptacle (Pin Type) Installed At Rear Must use POLLAK brand(steel). To be greased, siliconed & sealed with zip tie at the boot.	1	
98.	Electric Trailer Brake Controller (EPCO Power Stop #500PS)	1	
99.	Dash panel rocker switches supplied with Ford Chassis. Auxilliary switches supplied in upfitting package from Ford. 1-PTO 2- boom strobes 3-4-corner strobes 4 -inverter	1	
100.	2000 Watt Pure-Sine Wave Inverter SS first vertical.	1	
101.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure Install In chassis cab, on the transmission hump, close to the seat.	1	
102.	Start/Stop/Throttle Module, 12 Volt System	1	
103.	Install secondary stowage system.	1	
104.	Boom Out Of Stow Indicator For Lower Boom	1	
105.	PTO Indicator Light Installed In Cab	1	
106.	Two-way, Hands Free Voice Intercom Communication System Between The Platform And The Cab. One Speaker Mounted At The Boom Tip Of The Unit And The Other Located In The Center Floor Board Of The Chassis Cab	1	
107.	Battery Protection Device Installed To Turn Off Accessory Loads To Protect The Chassis Battery Strokes and Inverter to be wired battery hot.	1	
<u>Finishing Details</u>			
108.	Custom Unit Color Paint yellow, Dupont 218.	1	
109.	Finish Paint Chassis Custom Color (Supply Color Code) Order Chassis 'Chrome Yellow to match body and unit. Paint code Dupont 218. Please paint chassis door jambs as well.	1	
110.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.Components mounted to under side of body shall be coated black by Altec. i.e.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.		
111.	Apply Non-Skid Coating to all walking surfaces	1	
112.	English Safety And Instructional Decals	1	
113.	Vehicle Height Placard - Installed In Cab	1	
114.	Placard, HVI-22 Hydraulic Oil	1	
115.	Stability test unit according to ANSI requirements.	1	
116.	Focus Factory Build	1	
117.	Delivery Of Completed Unit	1	
118.	Inbound Freight	1	
119.	Additional Finishing Detail ALL WIRES under the truck to be loomed. All clamps must be appropriate size.	1	
120.	AT235P FA Installation	1	
	<u>Chassis</u>		
121.	Chassis	1	
122.	Altec Supplied Chassis	1	
123.	2017 Model Year	1	
124.	Ford F550	1	
125.	4x4	1	
126.	84 Clear CA (Round To Next Whole Number)	1	
127.	Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)	1	
128.	Chassis Cab	1	
129.	Chassis Color - White	1	
130.	Ford 6.7L Power Stroke Diesel	1	
131.	Ford 6R140 6-Speed Automatic Transmission (w/PTO Provision)	1	
132.	GVWR 19,500 LBS	1	
133.	7,000 LBS Front GAWR	1	
134.	14,706 LBS Rear GAWR	1	
135.	Hydraulic Brakes	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
136.	Park Brake In Rear Wheels	1	
137.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
138.	98R - Operator Commanded Regeneration (OCR)	1	
139.	No Idle Engine Shut-Down Required	1	
140.	No California Emission Requirements	1	
141.	Ford 40 Gallon Fuel Tank (Rear)	1	
142.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1	
143.	AM/FM Radio	1	
144.	Air Conditioning	1	
145.	Block Heater	1	
146.	Running Boards (Supplied By Chassis OEM)	1	
147.	Snow Plow Package	1	
148.	Vinyl Split Bench Seat	1	

Additional Pricing

149.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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Unit / Body / Chassis Total	133,433.00
FET Total	0.00
Total	133,433.00

Altec Industries, Inc.

BY **Nick Franklin**

Digitally signed by Nick Franklin
DN: cn=Nick Franklin, o=Altec Industries Inc.,
ou, email=nicholas.franklin@altec.com, c=US
Date: 2016.10.11 08:38:51 -07'00'

Arash Tahtolkassaei

Notes:

- 1 Altec Standard Warranty:
One (1) year parts warranty.

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One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

- 2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them to be supplied by Altec.

- 3 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

- 4 F.O.B. - Customer Site

- 5 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

- 6 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

- 7 Interest charge of 1/2% per month to be added for late payment.

- 8 Delivery: 270-300 days after receipt of order PROVIDING:

A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
B. Chassis is received a minimum of sixty (60) days before scheduled delivery.
C. Customer approval drawings are returned by requested date.
D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.

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E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

- 9 Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be invoiced separately.

All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order.

Titles for trade-in equipment should be given to the appropriate Altec Sales associate or forwarded to Altec Nueco at address 1730 Vanderbilt Road, Birmingham, AL 35234.

- 10 This quotation is valid until DEC 25, 2016. After this date, please contact Altec Industries, Inc. for a possible extension.

- 11 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

- 12 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

- 13 Please direct all questions to Nicholas Albert Franklin at (270) 360-0600

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig H. Davis, Airport Director

DATE: October 27, 2016

SUBJECT: **Revision #1 - Base Contract Jviation Inc.
Apron Expansion, Deicing Pad and Employee Parking Lot Project
FAA AIP Project No. 3-16-0018-040-2015**

Attached for your consideration is Revision #1 to the Base Contract between the City of Idaho Falls and Jviation Inc. in the amount of \$121,161.00 for additional construction administration and quality assurance testing services during the Apron Expansion, Deicing Pad and Employee Parking Project.

The projects contractor did not complete the project within the allotted schedule resulting in liquidated damages to the contractor and additional administrative services to the projects engineer. These additional engineering service costs will be funded through FAA AIP Grant #40 at 93.75% with the remaining costs covered under the Airport's approved budget.

City Attorney has reviewed and approved said document.

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

FIRST REVISION
TO CONTRACT
BETWEEN
JVIATION, INC.
AND
THE CITY OF IDAHO FALLS REGIONAL AIRPORT
IDAHO FALLS, ID

This First Revision to Base Contract (the "Original Contract") is effective as of the ____ Day of _____, 2016 by and between the City of Idaho Falls Regional Airport, Idaho Falls, Idaho (the "CLIENT") and JVIATION, INC. (the "ENGINEER").

RECITALS

WHEREAS, the CLIENT and ENGINEER entered into an Agreement on May 29, 2015 ("AGREEMENT") for Terminal Air Carrier Apron Expansion, Deicing Pad and Employee Parking (the "PROJECT"); and

WHEREAS, the CLIENT and ENGINEER wish to extend the term and fee for the performance of the Services as defined in the AGREEMENT and Revision No. 1; and

WHEREAS, in accordance with the AGREEMENT, the parties may modify the AGREEMENT upon mutual written agreement:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the parties to be sufficient, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF ADDITIONAL SERVICES:

- a. Additional Acceptance Testing (Federal and Non-Federal)
- b. Additional Liquidated Damages for Construction Coordination (Federal and Non-Federal)

2. COMPENSATION FOR ADDITIONAL SERVICES:

- a. Additional Acceptance Testing of **\$8,960.00**
- b. Additional Acceptance Testing for liquidated damages **\$26,559.00**
 - i. Federal - \$22,899.00
 - ii. Non-Federal - \$3,700.00

- c. Additional Construction Management Services of \$85,602.00
i. Federal - \$72,396.00
ii. Non-Federal - \$13,206.00

Total Compensation for Additional Services = \$121,161.00

Refer to the attached Scope of Work and letter for additional description of fees.

In WITNESS WHEREOF, the parties have executed this First Revision to the Contract on the date first written above.

SPONSOR:

THE CITY OF IDAHO FALLS REGIONAL AIRPORT
IDAHO FALLS, ID

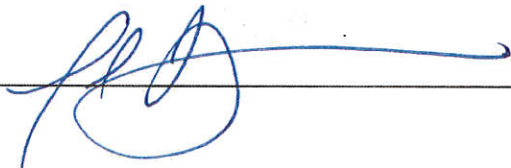
By _____

Attest _____

ENGINEER:

AVIATION, INC.

By _____





IDAHO FALLS FIRE DEPARTMENT



DATE: OCTOBER 21, 2016
TO: MAYOR AND CITY COUNCIL
FROM: DAVE HANNEMAN, FIRE CHIEF
RE: **AGREEMENT BETWEEN CITY OF IDAHO FALLS AND IDAHO STATE UNIVERSITY ON PARAMEDIC INSTRUCTION**

Mayor and Council Members,

Attached for your consideration is an agreement between the City and Idaho State University relating to the Fire Department members assisting the University with instruction and clinical experience for their new Paramedic program in Idaho Falls. As I briefed the Council several months ago, we have been working with ISU to bring their Paramedic program to the Idaho Falls area to facilitate our employees and others to attend and complete their training. In the past our employees attended BYU-Idaho at a much higher cost to the City, and although the program was very good, they have elected to drop it at their university.

The agreement before you reflects a reimbursement mechanism for paying our employees while delivering the training for ISU. This agreement will allow us to pay our employee's costs while performing this duty. This methodology was preferred to our employees working directly for the University so that we can have better involvement in the program that will produce our future cadre of employees. The Attorney's office has reviewed and approved this agreement.

A handwritten signature in black ink that reads "Dave Hanneman".

Dave Hanneman
Fire Chief

AGREEMENT NO. _____

**AGREEMENT BETWEEN IDAHO FALLS FIRE DEPARTMENT CITY AND
IDAHO STATE UNIVERSITY FOR PARAMEDIC SCIENCE INSTRUCTION
AND CLINICAL EXPERIENCE**

THIS AGREEMENT is made and entered into this 3rd day of October, 2016,
between the CITY of Idaho Falls, a municipal corporation of the State of Idaho, ("CITY") and
Idaho State University, on behalf of its School of Health Professions Paramedic Science Program
("PARTICIPANT").

WHEREAS, CITY and PARTICIPANT recognize the need for emergency health
professionals in the State of Idaho;

WHEREAS, PARTICIPANT offers a Paramedic Science degree (the "Program") at its
Meridian and Idaho Falls campuses and CITY will be providing the instruction and clinical
coordination for classes in the Program in conjunction with PARTICIPANT; and

WHEREAS, PARTICIPANT and CITY wish to share educational and clinical
resources for the benefit of the students' educational experience;

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

I. PARTICIPANT'S DUTIES AND OBLIGATIONS

- A. PARTICIPANT will offer the Program for the 2016-2017 academic year.
- B. PARTICIPANT will appoint the CITY's qualified instructors as ISU Affiliate
Faculty for the Program subject to approval by the ISU Department of Academic Affairs;
- C. In accordance with the Family Educational Rights and Privacy Act ("FERPA")
requirements and restrictions, PARTICIPANT will provide information to CITY concerning each
student applicant and a general description of each Student's past academic background, prior

to acceptance of a student into the paramedic program. Each party shall not disclose any student records to a third party without the prior written consent of student, except when permitted or required by law and this Agreement;

D. PARTICIPANT will provide coordination of ISU classroom and Human Patient Simulation Laboratory equipment based on an agreed upon schedule and number of students in the cohort portion of the Program and will provide CITY with access to and use of an ISU classroom, and the Human Patient Simulation Laboratory equipment for instructional experiences with the Program's student cohort;

E. PARTICIPANT will solicit the assistance of the appropriate CITY Preceptor in the evaluation of progress of the individual student throughout the field internship semester;

F. PARTICIPANT shall be responsible for curriculum and curriculum changes in the Program;

G. PARTICIPANT will coordinate with CITY with respect to curriculum development and changes in the Program;

H. PARTICIPANT will work together with CITY on an Advisory Committee that will provide input to curriculum of the Program according to workforce needs;

I. PARTICIPANT will have up to four (4) dedicated admission seats into the Program for CITY employees who have submitted the appropriate application by the application deadline. "Dedicated Seats" is defined to mean that ISU will provide admission to a certain number of CITY employees provided the CITY students meet prescribed admission criteria and are approved by the department;

J. PARTICIPANT will give a reasonable degree of care to the facilities and equipment owned by CITY;

K. PARTICIPANT will require students to have their own health insurance coverage and have malpractice insurance coverage with limits of liability of \$1,000,000.00 per occurrence and \$3,000,000.00 general aggregate at the students' own expense. PARTICIPANT will confirm that such insurance coverage for each student assigned to CITY has been obtained prior to assignment of the student to clinical position;

L. PARTICIPANT will require students to have background checks and drug tests as required by clinical facilities. PARTICIPANT will confirm that such background checks for each student assigned to CITY has been obtained prior to assignment of the student to clinical positions;

M. PARTICIPANT is a state-owned entity. The State of Idaho maintains a self-insurance fund for the purpose of providing protection against certain third party claims; and

N. The PARTICIPANT sponsored student is not an employee, agent, representative, or independent contractor of CITY or PARTICIPANT for any purpose. The PARTICIPANT sponsored student is a student/intern of PARTICIPANT engaged in clinical education experiences as a part of PARTICIPANT'S curriculum.

O. The PARTICIPANT sponsored student will be covered by Worker's Compensation under the Idaho State Insurance Fund during their participation in the program.

II. CITY DUTIES AND OBLIGATIONS

A. CITY, in coordination with PARTICIPANT, will continue to provide the lab, clinical and internship experience components of the course through the termination of this Agreement;

B. CITY will conduct clinical practicum in coordination with ISU clinical coordinator, and field internships in paramedicine in conformity with all applicable curriculum statutes and regulations of Idaho State University, the State of Idaho, the Idaho Department of Health and Welfare, and Council on Accreditation. For purposes of this Agreement, the term "internship" is defined as the supervised practical field training of a student/intern who has successfully completed the classroom didactic and hospital clinical rotations as defined by their paramedic program;

C. CITY will provide a CO-Clinical Coordinator (with ISU's Clinical Coordinator) for the Program per Commission on Accreditation of Allied Health Education Programs ("CAAHEP") standards;

D. CITY will comply with the policies and procedures of the PARTICIPANT and work in conjunction with the Program Director and Program Coordinator;

E. CITY will review students' progress toward accomplishing course objectives;

F. CITY will provide adequate instructors and operational staff to assist and support students in performing their lab assignments;

G. CITY will provide specific assignments and a schedule that meets PARTICIPANT'S Program minimums for which a student is enrolled in advance of the instruction, clinical practicum, and internship;

H. During the internship CITY will provide students with workstations and

equipment appropriate to the tasks being performed on behalf of CITY and, wherever possible, allow students the use of existing lockers, cloakrooms, restrooms, dining rooms, or cafeterias while using CITY facilities for internship;

I. CITY will provide adequate Preceptors and operational staff to assist and support students in performing internship assignments of CITY. The student cannot be substituted for CITY staff;

J. CITY will allow instructors in the Program to attend such meetings of the staff within CITY which pertain to the performance of the student or program;

K. CITY will share educational and clinical resources with PARTICIPANT for the benefit of the Program students' educational experience;

L. CITY will allow PARTICIPANT's Program Coordinator and Program Director to conduct on-site visits at CITY for oversight of the Program;

M. CITY will work together with PARTICIPANT in an Advisory Committee that will provide input to curriculum according to workforce needs;

N. During the internship, CITY will allow flexibility in the number of students assigned to the CITY at one time, recognizing that there may be periods when no student will be assigned to CITY. CITY has the right to refuse any particular student, and the right to limit the number of students, depending upon workloads. CITY will not refuse a student on the basis of race, color, religion, national origin, sex, age, disability (as long as they meet the physical requirements), or status as a veteran;

O. Upon request of the appropriate accrediting organization, and with reasonable advanced notice, CITY will allow the appropriate education accrediting body of the

Program to examine the records related to the internship and the student performance in CITY;

P. CITY will retain authority regarding all operations and service activities of CITY; and

Q. CITY is self-insured for the purpose of providing workers' compensation statutory benefits for employees of the CITY.

R. CITY shall provide the appropriate National Registry practical examination at the conclusion of the program.

S. CITY shall provide a certificate of liability to Participant indicating CITY insurance coverage for negligence and tort claims.

III. PAYMENTS

PARTICIPANT will pay CITY as follows based on the number of students enrolled in the program in Idaho Falls and stay enrolled past the date that they would be eligible to receive a refund of the enrollment fees for the Program:

# of Students	Fee for Instructional (Lab) Activities	Fee for Administrative Activities	Total Fee to be Paid
1 to 6	\$6,400	\$2,000	\$8,400
7 to 12	\$12,800	\$2,000	\$14,800
13-18	\$19,200	\$3,000	\$22,200
19-24	\$25,600	\$3,000	\$28,000

For clarity, the amounts referenced above are not additive and are total amounts (not per student amounts). For example, if 8 students remain enrolled past the date that they would be eligible to receive a refund of the enrollment fees for the Program, then

PARTICIPANT would be obligated to pay CITY an aggregate amount of \$14,800 for AGREEMENT BETWEEN IDAHO FALLS FIRE DEPARTMENT AND IDAHO STATE UNIVERSITY FOR PARAMEDIC SCIENCE INSTRUCTION AND CLINICAL EXPERIENCE – PAGE 10

Instructional and Administrative Activities) as the total compensation for all of CITY's activities in the Program as described herein. PARTICIPANT will pay the amount owed to CITY in three (3) installments with each installment payable within 30 days after PARTICIPANT's receipt of CITY's invoice therefore but not before September 30, 2016, January 31, 2017, and May 31, 2017 respectively.

IV. GENERAL TERMS AND CONDITIONS

- A. The parties hereby acknowledge that this Agreement is mutually beneficial to CITY and PARTICIPANT;
 - B. CITY and PARTICIPANT will share in the responsibility for accreditation;
 - C. CITY and PARTICIPANT will share in the responsibility in dealing with unauthorized absence, illness or other problems involving students, as outlined in student policies;
 - D. CITY and PARTICIPANT will share in the responsibility of paramedic science program application review and student acceptance in the program;
 - E. CITY and PARTICIPANT will jointly design a student handbook that defines student guidelines;
 - F. CITY will indemnify PARTICIPANT from and against all liability resulting from the negligence or willful misconduct of CITY, its employees and agents in the providing of services set forth herein. PARTICIPANT shall not be liable for any acts or omission caused by CITY, its officers, employees, or agents, representatives, or volunteers. PARTICIPANT will notify the student insurance carrier for any claims involving a student. PARTICIPANT employees, faculty and staff are subject to claims to the extent permitted by the Idaho Tort Claims Act.
 - G. This Agreement may be terminated early by either party, subject to CITY or PARTICIPANT providing no less than thirty (30) days prior written notice of termination to the
- AGREEMENT BETWEEN IDAHO FALLS FIRE DEPARTMENT AND IDAHO STATE
UNIVERSITY FOR PARAMEDIC SCIENCE INSTRUCTION AND CLINICAL
EXPERIENCE – PAGE 10

other party;

H. This Agreement may be terminated immediately in the event either PARTICIPANT or CITY defaults in the performance of a material obligation required under this Agreement and such default is not cured to the satisfaction of the non-defaulting party within thirty (30) days after the defaulting party receives written notice of the default;

I. This Agreement shall be effective on the date it is signed by duly authorized representatives of CITY and PARTICIPANT and shall remain in effect through September 30, 2017, unless sooner terminated as provided by sections G and H, immediately above;

J. This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville;

K. Point of Contact: The persons identified below shall be the point of contact for the other party, and any notices shall be mailed or delivered to the persons identified below:

CITY:
Eric Day, Division Chief EMS
Department
625 Shoup Ave
Idaho Falls, Idaho 83405
Telephone: (208) 612-8173

PARTICIPANT:
General Counsel Idaho Falls Fire
Idaho State University
921 S. 8th Ave, Stop 8410
Pocatello, Idaho 83209-8140
Telephone: (208) 282-3234

IN WITNESS WHEREOF, the authorized representatives of the parties have executed
this Agreement on the date(s) set forth below.

ATTEST:

"CITY"
CITY of Idaho Falls, Idaho

By _____
Kathy Hampton, CITY Clerk

By _____
Rebecca L. Noah Casper, Mayor

IDAHO STATE UNIVERSITY

By:


Dr. Rex Force.

Vice-President for ISU Division of Health Sciences

10/3/14
Date



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: October 24, 2016

Subject: **EASEMENT VACATION REQUEST - LOT 13, BLOCK 1, FREEWAY COMMERCIAL PLAZA**

As earlier authorized, the City Attorney has prepared the attached document to vacate the utility easement at Lot 13, Block 1, Freeway Commercial Plaza in order to make better use of the property. All utilities have reviewed and approve the request. Please refer to the attached drawing.

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

Respectfully,

Chris H Fredericksen, P. E.
Public Works Director

Attachments

CF:jk

c: Mayor
Council
Fugal
Cox

2-37-24-3

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 AN EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENT 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 City of Idaho Falls has been granted a public utility easement as recorded in Instrument No. 1489425 in Lot 13 of Block 1 in the Freeway Commercial Center Div. 3; and

WHEREAS, the Utilities have agreed to the vacation as long as the utilities currently in the easement are covered under a new easement; and

WHEREAS, the owner is willing to dedicate new easements covering the area where current utilities reside and providing for future locations of anticipated future utilities.

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 in the Milligan Commercial Plaza to the City of Idaho Falls, Bonneville County, Idaho, incorporated herein as recorded in Instrument No. 1489425.

SECTION 2. Exceptions from Vacation. Vacation of property described in Section 1 of this Ordinance shall not include other easements, or 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 incorporated herein as follows, shall be to Japheth, LLC, an Idaho limited liability company, whose mailing address is 971 E. Winding Creek Drive, Ste. 117, Eagle, Idaho 83616.

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 October, 2016.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

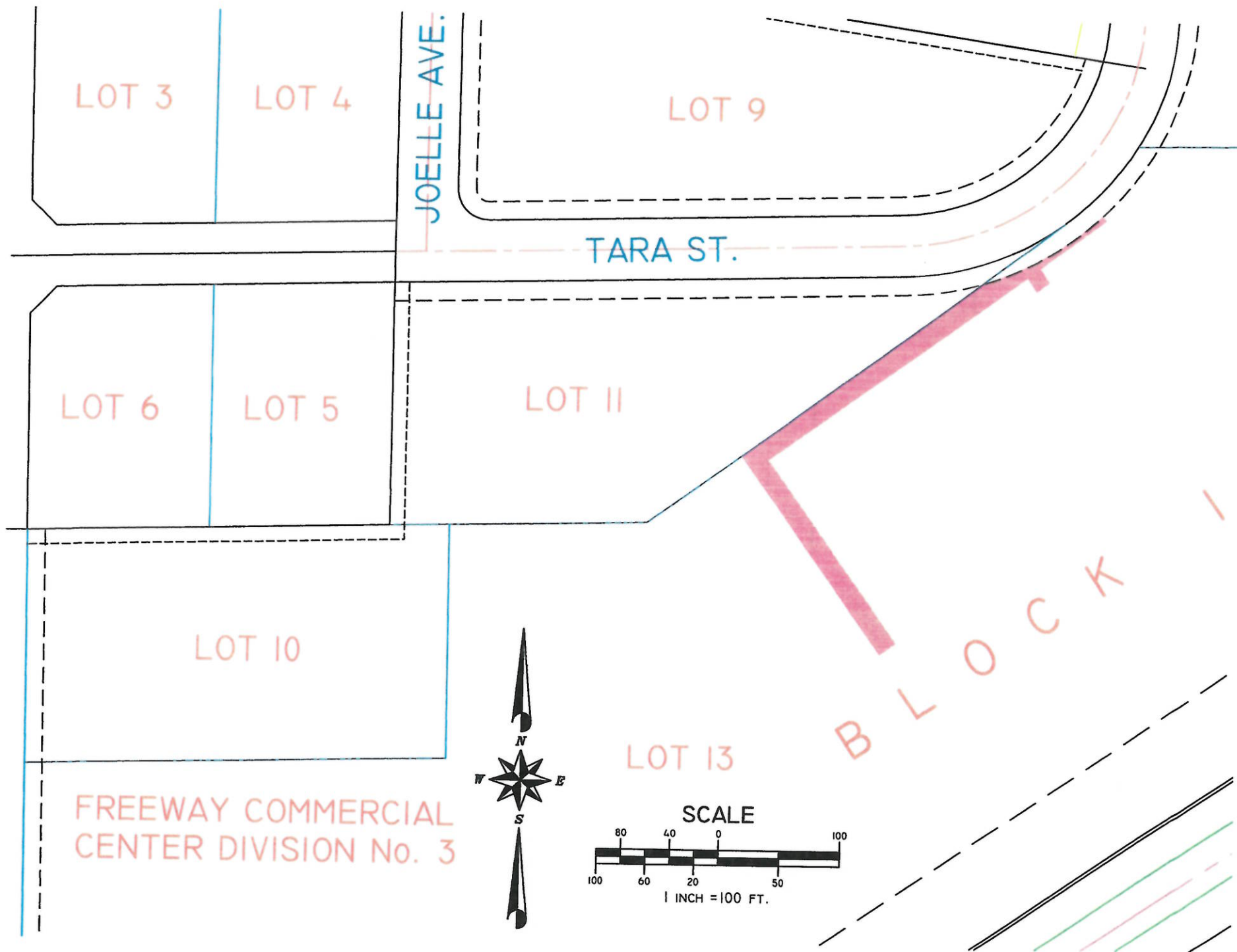
STATE OF IDAHO)
 : ss.
County of Bonneville)

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 AN EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENT 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)





MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: October 20, 2016

Subject: **EASEMENT VACATION REQUEST – LOT 1, BLOCK 18, ST. CLAIR ESTATES, DIVISION 13**

The property owner at 1941 Madison Avenue which is the northwest corner of Potomac Way and Madison Avenue, also known as St Clair Estates, Division 13, Lot 1, Block 18, has requested the vacation of a utility easement in order to make better use of the property. All utility services have reviewed and approve the request.

Public Works requests authorization for the City Attorney to prepare documents needed to accomplish the vacation.

Respectfully,

Chris H Fredericksen, P. E.
Public Works Director

Attachments

CF:jk

c: Mayor
Council
Fugal
Cox

2-38-33-2

2016-108

Instrument # 1292351
IDAHO FALLS, BONNEVILLE, IDAHO
1-1-2008 03:30:18 No. of Pages: 1
Printed for: MTR RIVER
FONALD LONGCORE
F. Official Recorder Deputy
Date: 1/1/2008

S-233
S-05 08 P 11:00
W. J. J. J.

RECORDER'S CERTIFICATE

I hereby certify that the foregoing subdivision plat of ST. CLAIR ESTATES, DIVISION NO. 13, an addition to the City of Idaho Falls, Bonneville County, Idaho was filed for recording in the office of the Recorder of Bonneville County, Idaho on this 5 day of January, 2008 at 3:30 PM and recorded under Instrument Number 1292351 in Plat Book S-233 on page 233.

Ronald Longcore
Bonneville County Recorder
By: [Signature] J. J. J.

CITY'S ACCEPTANCE

The foregoing plat was duly recorded and approved by the City of Idaho Falls, Idaho by resolution adopted this 11th day of January, 2008.
[Signature] Mayor
[Signature] City Engineer

TREASURER'S CERTIFICATE

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, per the requirements of Idaho Code 50-1306, do hereby certify that all County property taxes due for the property included in this project are current.

Date: 1-1-08
[Signature] County Treasurer

HEALTH DEPARTMENT CERTIFICATE

I hereby certify, that sanitary restrictions required by Idaho Code Title 50, Chapter 13, Section 50-1306 have been satisfied and this plat is hereby approved for recording or filing of the certificate herein.

EASTERN IDAHO PUBLIC HEALTH DISTRICT
Date: 2-20-08
[Signature] Environmental Health Specialist

EXAMINING SURVEYOR'S CERTIFICATE

I hereby certify that I have examined this plat and find it to be correct, and acceptable as required in Section 50-1305 of the Idaho Code.

Date: 3/26/08
[Signature] Bonneville County Surveyor PLS 1-640

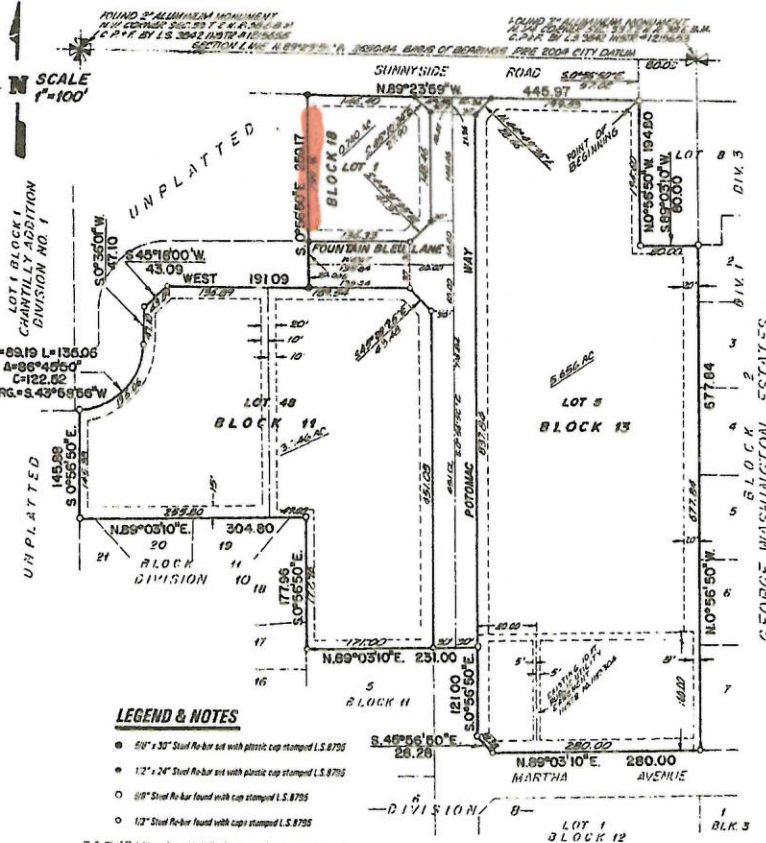
SURVEYOR'S CERTIFICATE

I, Robert Jon Madala, do hereby certify that I am a Professional Land Surveyor, that I have surveyed the tract of land described in the Boundary Description attached hereto, that said tract was staked on the ground according to State Law and the map shown herein.

STATE OF IDAHO
CERTIFICATE NO. 8795
[Signature] Robert Jon Madala
Professional Land Surveyor
PLS 1-640

ST. CLAIR ESTATES DIVISION NO. 13 AN ADDITION TO THE CITY OF IDAHO FALLS BONNEVILLE COUNTY, IDAHO

BEING PART OF THE N.E.1/4 OF THE NW.1/4 OF SECTION 33, T.2 N., R.39 E., B.M.
WHICH INCLUDES A REPLAT OF A PART OF LOT 5, BLOCK 11, LOT 1, BLOCK 13, DIVISION NO. 8,
LOTS 2, 3, 4, BLOCK 11, LOTS 2, 3, 4, BLOCK 13, DIVISION NO. 9 OF ST. CLAIR ESTATES
AND PARTS OF POTOMAC WAY AND FOUNTAIN BLEU LANE



LEGEND & NOTES

- 50' x 30' Steel Re-bar set with plastic cap stamped L.S. 8795
- 12' x 24' Steel Re-bar set with plastic cap stamped L.S. 8795
- 10' Steel Re-bar found with cap stamped L.S. 8795
- 12' Steel Re-bar found with cap stamped L.S. 8795

A 60-foot wide Utility Easement is hereby granted along all road frontages within each lot. All other easements are to be made unless shown otherwise.

Direct access onto Sunny Side Road from lots 13 NOT ALLOWED.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, are the lawful owners of the tract of land included within the Boundary Description shown herein and have caused the same to be divided and divided into blocks, lots and streets, which plat shall hereafter be known as ST. CLAIR ESTATES, DIVISION NO. 13, an addition to the City of Idaho Falls, Bonneville County, Idaho.

BE IT FURTHER KNOWN, that we do hereby dedicate to the public, all streets and rights of way shown herein, that we do grant and convey to the City of Idaho Falls all easements shown on the plat and that we hereby warrant and shall defend the estate subject to such dedication and conveyance in the quiet and peaceful possession of the public or the City, at the lot may be, against said owners and their heirs and assigns, and against every person whatsoever who lawfully holds or who later claims to have lawfully sold any right in said estate as of the date hereof.

Owners, and their heirs and assigns, agree they will construct no permanent structure within or upon any public utility easement shown herein, and the City and its successors, assigns or permittees shall also have the right, at "Owners" or their heirs' successors' or assigns' expense, to remove, cut or trim any trees, brush, ornamental shrubbery or plant which may appear or interfere with the use thereof for as intended purposes.

We also certify that the lots shown on this plat are eligible to receive water from the City of Idaho Falls Municipal Water System and said City has agreed in writing to serve said lots.

IN WITNESS WHEREOF, we have hereunto set our signatures this 12th day of February, 2008.

SCE Partners, LLC
[Signature] Tim Horst, Managing Member

ACKNOWLEDGMENT

STATE OF IDAHO
County of Bonneville
On this 12th day of February, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared [Signature] Tim Horst, known to me to be the managing partner in the limited liability company of SCE Partners, LLC, and the person who subscribed said company name to the attached Owner's Dedication and acknowledgment is not that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my official seal and the day and year first above written.

[Signature] Notary Public
Residing in Bonneville County, Idaho
Commission Expiration Date: Jan. 17, 2014



BOUNDARY DESCRIPTION

Beginning at a point that is N 89°23'58"W, 80.03 feet along the section line and S 0°58'50"E, 57.02 feet from the North 1/4 Corner of Section 33, Township 2 North Range 38 East of the Boise Meridian; said point being the Northwest Corner of Lot 1, Block 2, George Washington Estates, Division No. 13, an addition to the City of Idaho Falls, Bonneville County, Idaho and then being on the North 1/4 of said line of Sunny Side Road, running thence N 89°23'58"W, 448.97 feet along said right of way line, thence S 0°58'50"E, 258.17 feet to the South right of way line of Fountain Bleu Lane; thence being said right of way line, the following four lot corners: West 131.03 feet, thence S 45°14'00"W, 43.03 feet, thence S 0°58'50"E, 47.10 feet to a point in a curve with a radius of 83.19 feet and a 122.55 foot long chord bearing S 47°58'56"W, thence Southwesterly along said curve to the right 135.06 feet, through a center angle of 80°45'50", thence S 0°58'50"E, 145.88 feet to the Northwest Corner of St. Clair Estates, Division No. 13, an addition to the City of Idaho Falls, Bonneville County, Idaho, thence along and Division No. 10 boundary, the following two lot corners: N 89°23'58"W, 304.80 feet, thence S 0°58'50"E, 172.88 feet, thence N 89°23'58"W, 231.00 feet to the East right of way line of Potomac Way, thence S 0°58'50"E, 121.00 feet along said right of way line, thence S 45°58'50"E, 38.28 feet to the North right of way line of Martha Avenue, thence N 89°23'58"W, 280.00 feet to the West boundary of Division No. 1 of the aforementioned George Washington Estates, thence N 0°58'50"W, 877.84 feet along said boundary to the South boundary of Lot 1, Block 2, Division No. 3 of said George Washington Estates; thence along said Lot 1 boundary, S 89°23'58"W, 80.03 feet, thence N 0°58'50"E, 194.80 feet to the POINT OF BEGINNING CONTAINING 16.46 ACRES.

IRRIGATION WATER RIGHTS RELEASE

The property included in this plat has been irrigated and been removed from all future irrigation water rights.
Date: 4/1/2001
DIVISION NO. 13 2-25-2008
Instrument No. 107914
129235

EXHIBIT A

LEGAL DESCRIPTION

Beginning at a point that is N 0°56'50" W 15.00 feet of the South West Corner of Lot 1 Block 18 St. Clair Estates Division 13, Bonneville County Idaho, Section 33 Township 2 North Range 38 E. BM; running thence N 0°56'50" W 169.16 feet; thence S 89°23'59" W 10.00 feet; thence S 0°56'50" E 169.16 feet; thence N 90°00'0" W 10.00 feet to the point of beginning.

Submitted by:

Eng/Survey Firm Name: Connect Engineering/Cornerstone Geomatics

Contact Name: Layne McCord

Phone Number: 208.681.8590

Email: laynemccord@gmail.com

PLS Seal:



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: October 24, 2016

Subject: **REQUEST TO NEGOTIATE PROFESSIONAL SERVICES WITH
KELLER ASSOCIATES TO DESIGN THE WELL HOUSE FOR WELL 18**

Proposals were solicited and received for design services for the Well House for Well 18. Responses to the request were evaluated by a panel of Public Works employees.

Based upon those evaluations, Public Works recommends selecting Keller Associates to perform design services, and authorize Public Works to negotiate a scope of work and fee structure.

Respectfully,

Chris H Fredericksen, P. E.
Public Works Director

CF:jk

c: Mayor
Council
Canfield

1-38-06-3-WTR-2016-17



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: October 24, 2016

Subject: **REQUEST TO NEGOTIATE PROFESSIONAL SERVICES WITH HDR
TO DESIGN THE 12TH STREET BRIDGE REPLACEMENT OVER THE
IDAHO CANAL**

Proposals were solicited and received for design services for the replacement structure of the 12th Street Bridge over the Idaho Canal. Responses to the request were evaluated by a panel that included Public Works employees.

Based upon those evaluations, Public Works recommends selecting HDR to perform the design services, and authorize Public Works to negotiate a scope of work and fee structure.

Respectfully,

Chris H Fredericksen, P. E.
Public Works Director

CF:jk

c: Mayor
Council
Canfield

2-38-20-4-STR-2015-15



BGC-107-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Park Place Division No. 3
DATE: October 20, 2016

Attached is the request for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Park Place Division No. 3. The Planning and Zoning Commission considered this item at its October 4, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for approval.

Attachments: Vicinity Map
Aerial Photo
Staff Report, October 4, 2016
Planning and Zoning Commission Minutes, October 4, 2016
Reasoned Statement of Relevant Criteria and Standards

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

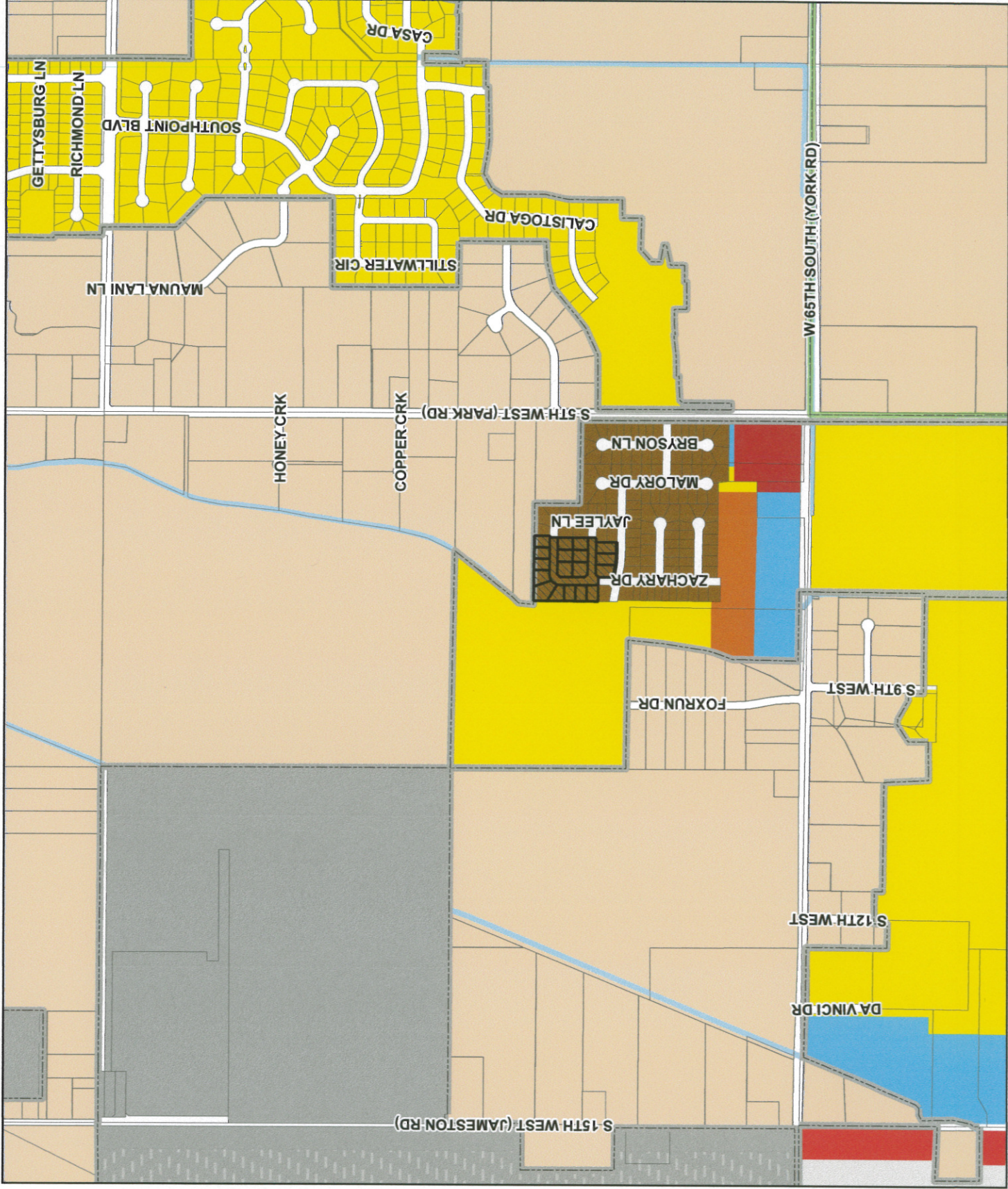
City Limits

Area of Impact

IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276

1" = 1,000'





S 9th W

W 65th S

Foxrun Dr

Zachary Dr

Pamiela Pl

Emma Ct

Brigham Dr

Jaylee Ln

Jex Ln

Malory Dr

Sadie Ln

Bryson Ln

S 5th W

Copper Crk

Spring Meadow Dr

Fire Thorn Dr

Stillwater Cir

IDAHO FALLS PLANNING AND ZONING COMMISSION

STAFF REPORT

FINAL PLAT

Park Place, Division No. 3

October 4, 2016



Community
Development
Services

Applicant: Horrocks
Engineers

Location: Generally south
of W 49th S, west of S 5th
W, north of W 65th S, and
east of S 15th W.

Size: 6.105 acres

Single-family Lots: 18

Net Density: 3.78

Existing Zoning:

Site: R-3

North: County A-1

South: R-3

East: R-3

West: R-1

Existing Land Uses:

Site: Vacant

North: Vacant

South: Residential

East: Residential

West: Vacant

Future Land Use Map:

Low Density Residential

Attachments:

1. Maps and aerial photos

Requested Action: To recommend to the Mayor and City Council approval of the final plat for Park Place, Division No. 3.

Staff Comments: The property was annexed and zoned R-3 in February 2007. The plat includes 18 single-family lots. All of the proposed single family lots meet the minimum of the R-3 Zone. The configuration of the plat matches the approved preliminary approved in September 2005.

The access to the development will come from Jaylee Lane and Brigham Drive. There is also a required fire lane that will be required with the development of this Division. This fire lane will extend from Zachary Drive to 65th South.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the subdivision ordinance and the approved Preliminary Plat. Staff recommends approval of the final plat.

Zoning Ordinance:

10-3-13: R-3 RESIDENCE ZONE

(A) General Objectives and Characteristics.

The objective in establishing the R-3 Residence Zone is to designate appropriate areas within the City for rental dwelling units, multiple family dwellings and similar buildings where living accommodations for groups may be located. This Zone is characterized by a variety of dwelling types having widely varying forms and shapes, with somewhat denser residential environment and a greater movement of vehicular traffic than is characteristic of the R-2A Zone. In general this Zone is situated in the central part of the City where the need for rental units is greatest, and along major streets, and on the borders of neighborhoods where quiet, tranquil conditions are not as necessary as they are in the interior of low density residential neighborhoods.

In order to accomplish the objectives and purposes of this Zoning Code and to promote the essential characteristics of this Zone, the following regulations shall apply in the R-3 Zone:

(B) Use Requirements.

The following uses shall be permitted in the R-3 Zone:

- (1) Any use permitted in the RP, RP-A, R-1, R-2 and R-2A Zones.
- (2) Apartment buildings and residence courts.
- (3) Boarding houses, lodging houses, rooming houses, and rest homes.
- (4) Incidental retailing of goods and services, such as newspapers, magazines, and tobacco, for the convenience of people living in apartment buildings, provided the facilities therefor shall be located within the main building, and provided no sign or display shall be used advertising the retail services offered within the building which can be seen from a public street. Provided further, the floor area devoted to the retailing of goods and services shall not exceed ten square feet (10 ft²) for each dwelling unit contained within the main building.
- (5) Any use permitted in the R-3A and RSC-1 Zones provided the following conditions are met:
 - (a) A conditional use permit is obtained in accordance with the provisions of this Zoning Code.
 - (b) The use is conducted only within existing buildings or structures located on the premises at the time the application is made, without substantial exterior remodeling or expansion of the existing building or buildings. Any use requiring the construction of a new building for a use not otherwise permitted within this zone, shall not be permitted.
 - (c) The use contemplated is of such a nature that it may, with appropriate conditions as set forth in this Zoning Code, be conducted on the premises without substantially disrupting the character of the surrounding area or materially conflicting with the general characteristics of the area designated in the Comprehensive Plan.

(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 dwellings, boarding houses, lodging and rooming houses, shall be fifty feet (50') measured at the building setback line. The minimum width for any building site for a rest home or other main building shall be sixty feet (60').

(E) Location of Buildings and Structures.

- (1) Setback. All buildings shall be set back a minimum distance of twenty feet (20') from any public street, except as herein provided and required under the provisions of this Zoning Code. One

3. FINAL PLAT. Park Place, Division No. 3. McLane presented the staff report, a part of the record. Wimborne clarified there is no problem with the confusion on Division 3 and Division 4. McLane indicated there is no issue as this item will go onto City Council for approval. Wimborne clarified again that the surrounding residents still got notice. McLane indicated that it was originally Division 3.

Applicant:

Blake Shieks, 901 Pier View Drive, Idaho Falls, Idaho. Shieks stated that they are doing an access road to provide access. Shieks stated that the previous Divisions had more lots than allowed on a single access. Shieks stated that the lots are larger than the preliminary plat, which eliminated 1 or 2 lots. Shieks stated that there is a common lot to avoid dual access to the lots and force them to have one access onto Mya Lane.

Swaney stated that when the access road is developed that will go north and south to 65th it does represent a straight line road with no turns from Jex Lane to 65th South. Swaney stated that the preliminary plat was approved, but should be considered in the future as the development progresses. Wimborne agreed that access onto 65th has been a concern with neighbors and other existing subdivisions.

Josephson moved to recommend to the Mayor and City Council approval of the Final Plat for Park Place, Division No. 3, Denney seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF PARK PLACE DIVISION NO 3 LOCATED GENERALLY SOUTH OF W 49TH S, WEST OF S 5TH W, NORTH OF W 65TH S, AND EAST OF S 15TH W.

WHEREAS, the applicant filed an application for a final plat on August 26, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on October 4, 2016; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on October 27, 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 6.105 acre parcel located generally south of W 49th S, west of S 5th W, north of W 65th S, and east of S 15th W.
3. The subdivision includes 18 single-family lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R-3.
5. The proposed development complies with and supports many principles of the Comprehensive Plan.
6. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Park Place, Division No. 3.

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

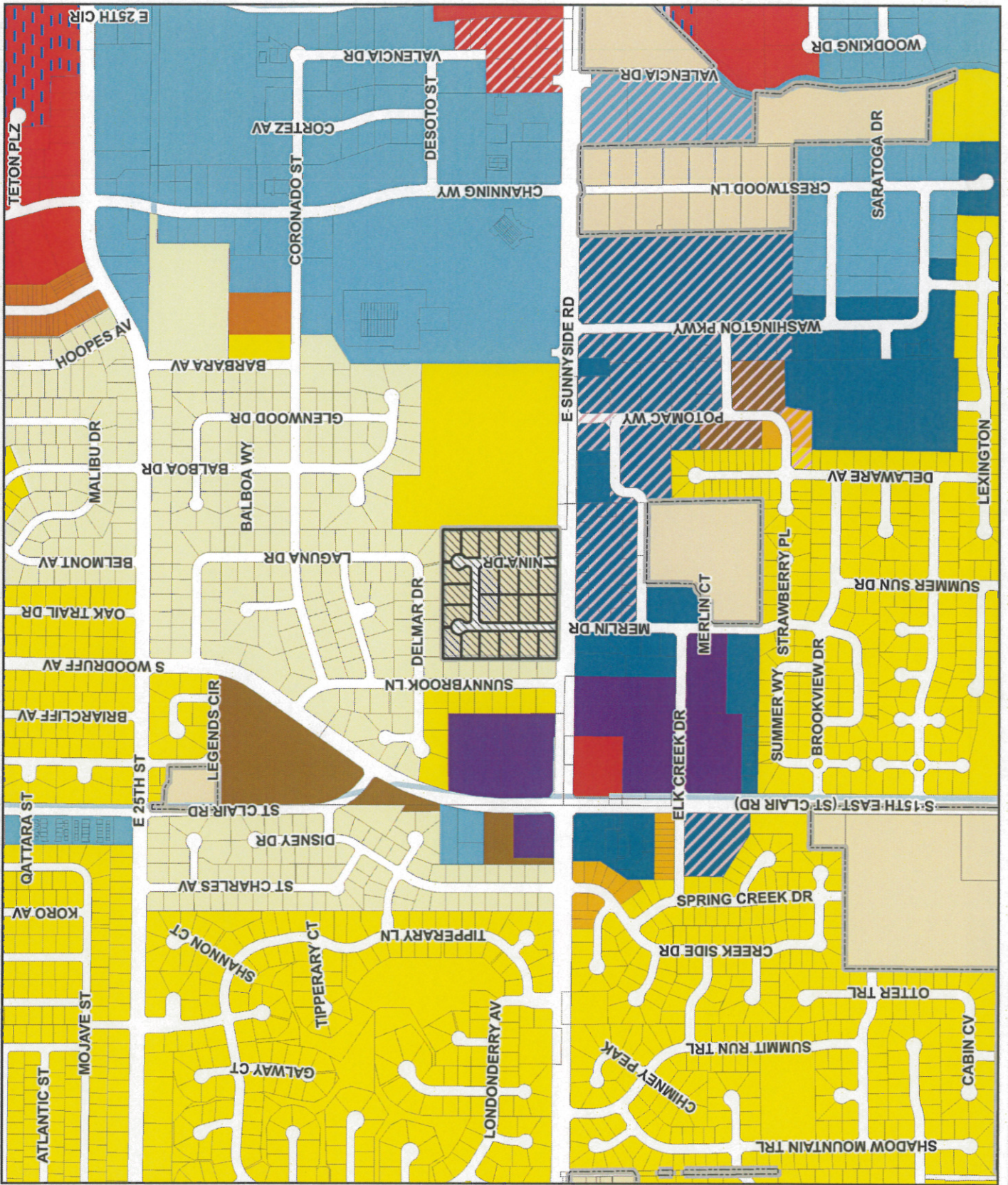
BGC-106-16

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Community Development Services Director
SUBJECT: Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, Prestwich Country Estates Division No. 1
DATE: October 20, 2016

Attached is the request for Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, Prestwich Country Estates Division No. 1. This is a Category A, City initiated annexation. The Planning and Zoning Commission considered this item at its August 2, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for approval.

Attachments: Vicinity Map
Aerial Photo
Comprehensive Plan Map
Staff Report, August 2, 2016
Planning and Zoning Commission Minutes, August 2, 2016
Letters submitted by public
Annexation Ordinance
Zoning Ordinance
Reasoned Statements of Relevant Criteria and Standards

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

IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276

1" = 800'

Annexation & Initial Zoning

- Estate
- Low Density
- Higher Density

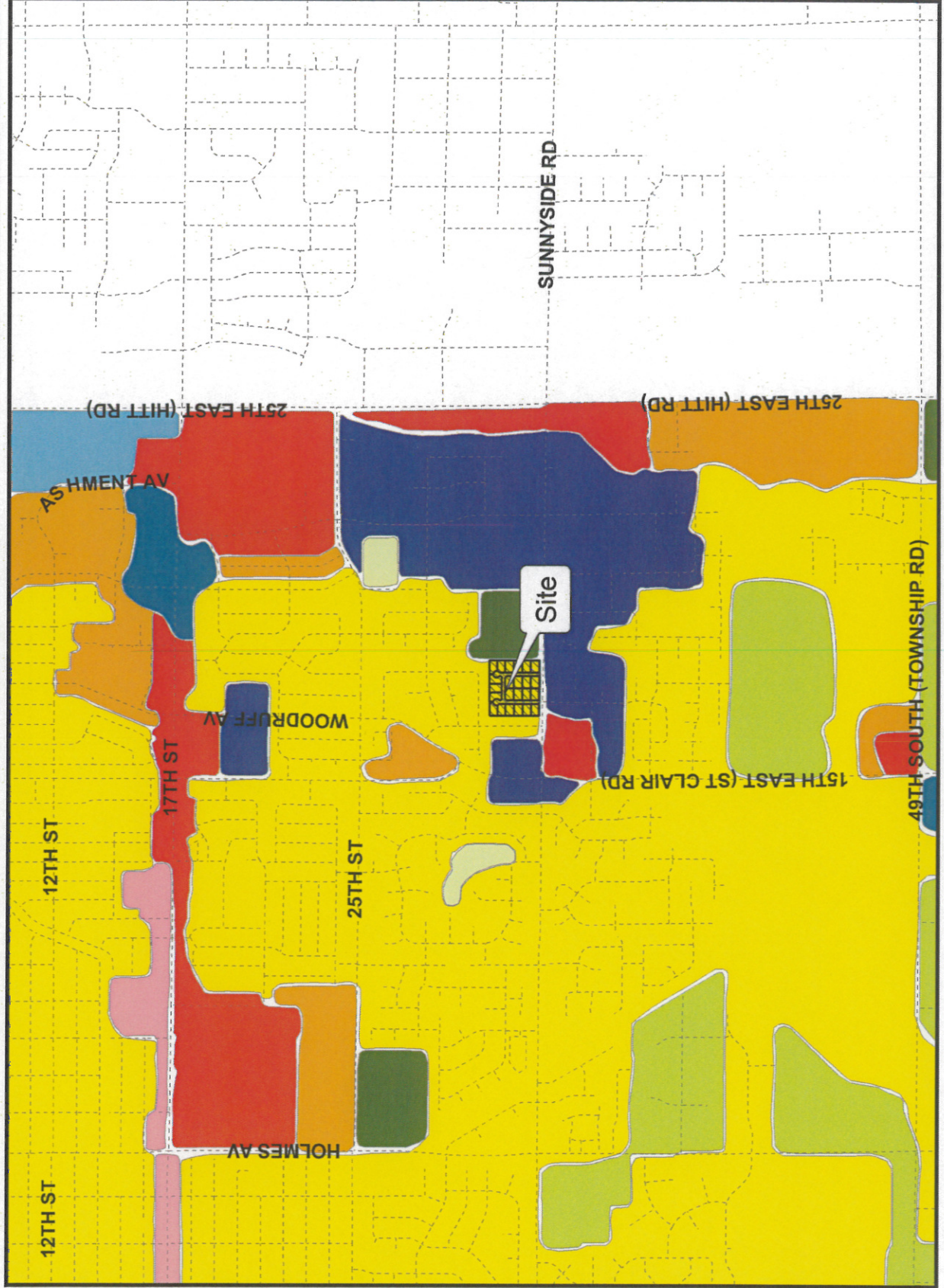
- Greenbelt Mixed Uses
- Parks, Recreation
- Public Facilities, Open Spaces

- Commercial
- Employment Centers
- Medical Services Center

- Higher Education Centers
- Planned Transition
- Highway-related Industrial

- Railroad-related Industrial

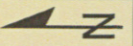
Prestwich Country Estates

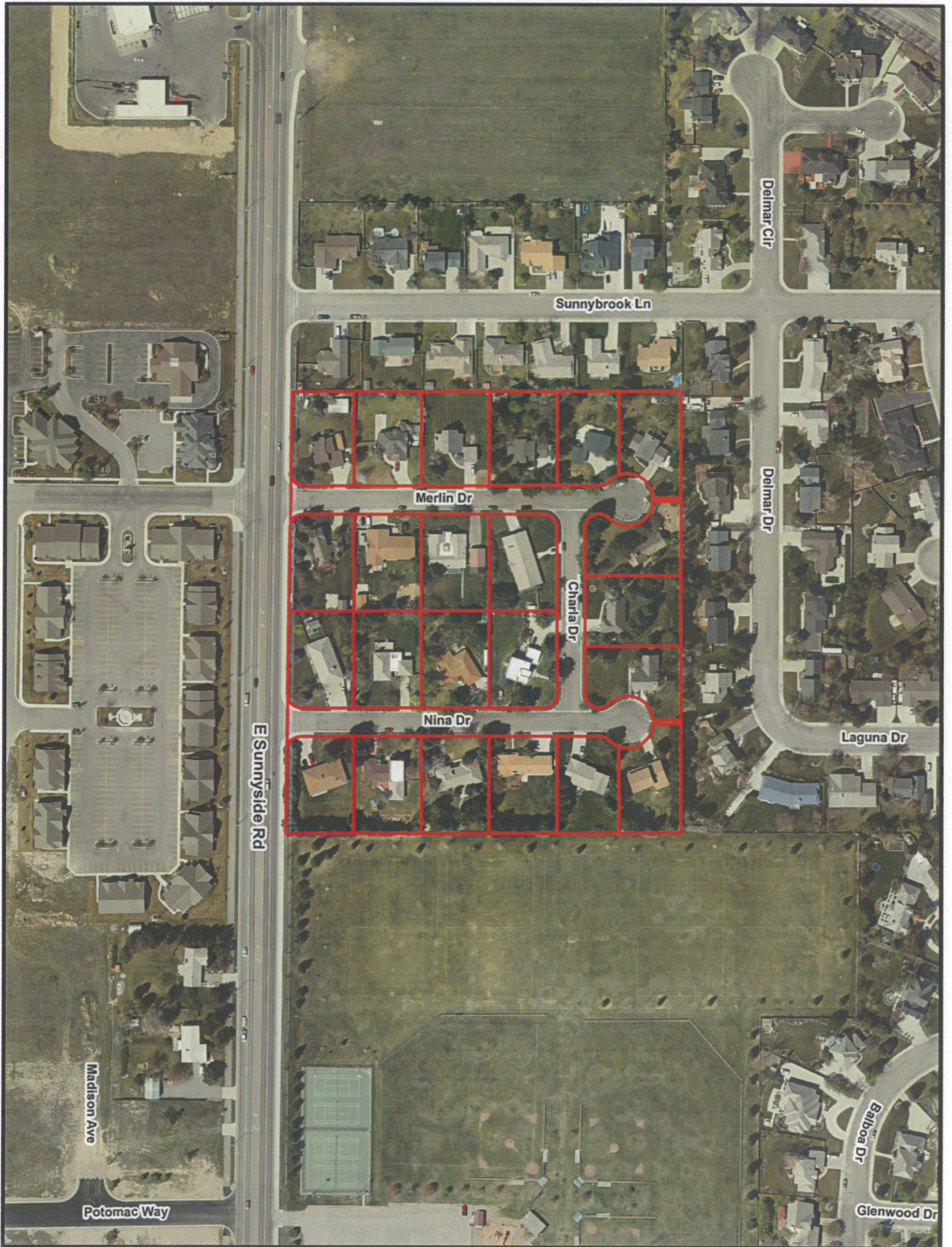


Comprehensive
Plan

IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276





IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
Annexation with Initial Zoning of R-1
Prestwich Country Estates
August 2, 2016



Applicant: City of Idaho Falls

Location: Generally north and adjacent to Sunnyside Road, west of Hitt Road, east of Woodruff Avenue

Size: Approximately 12.3 acres, 23 lots.

Existing Zoning:

Site: County RA-1

North: RP-A

South: PB and MS

East: R-1

West: R-1 and RP-A

Existing Land Use:

Site, West, North:

Single-family residential

South: Professional

Office

East: City Park

Future Land Use Map:

Low Density Residential

Attachments:

1. Maps
2. Letters and information sent to residents
3. Agreements
4. Pole Letter
5. Property Owners Letter and Signature Pages

Requested Action: To recommend to the Mayor and City Council approval of annexation and initial zoning of R-1 of Prestwich Country Estates.

Staff Comments: In early 2014 staff was directed to study the effects of the City's past policy to extend utilities outside City limits. Nearly 300 parcels currently receive City services outside City limits. Some of these properties have agreements to annex once contiguous. In consultation with staff, the City Council adopted a policy to annex eligible properties receiving services and to begin with Category A annexations.

This is a Category A annexation because the property is a residential enclave of less than 100 parcels. All of the properties receive City sewer and water. Some of the properties within the subdivision have agreements to annex as part of their outside user agreements (attached).

Staff held a neighborhood meeting with the residents of the subdivision on June 27, 2016 to answer any questions and discuss the process of annexation. The meeting was well attended with 24 individuals, representing approximately 19 households. Residents were also provided an analysis of the difference in annual costs of taxes, sewer and water services and the potential cost difference for electricity.

Zoning: The Comprehensive Plan identifies this area as Low Density Residential. Staff is recommending R-1 Zone. This designation is consistent with the surrounding area and the current use of the property. The R-1 Zone limits land use to single-family homes other than some additional uses allowed by conditional use permit such as schools, churches, and single-family attached homes. Home based businesses are also allowed.

History: Prestwich Country Estates was platted in Bonneville County in 1972. Prior to recording the plat, the developer entered into an agreement with the City of Idaho Falls to provide water and sewer service to the subdivision (attached). This agreement noted the intent of the developer to annex but did not include a requirement. Some of the individual property owners then entered into more specific agreements to annex into the City once eligible in exchange for sewer and water services.

In 1978, thirteen of the owners of Prestwich Country Estates requested action and were asked to contribute \$295.00 each to the cost of street sign installation, easements, and trenching. No other records exist to show what happened with this request.

In 2003 the City of Idaho Falls initiated an annexation process for Prestwich Country Estates, but the process was eventually stopped.

10-3-10: R-1 RESIDENCE ZONE

(A) General Objectives and Characteristics.

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

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

(B) Use Requirements.

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

- (1) Any use permitted in the RP Residence Park Zone, and in the RP-A Residence Park Zone.
- (2) Home occupations.
- (3) Cemeteries, when approved by the Planning Commission as a conditional use.
- (4) Day Care Centers when approved by the Planning Commission and City Council as a conditional use.
- (5) Single-family attached dwellings when found to be in accordance with the Special Provisions Regarding Single-Family Attached Dwellings subsection and approved by the Planning Commission and Council as a conditional use.

(C) Area Requirements.

An area of not less than six thousand square feet (6,000 ft²) shall be provided and maintained for each dwelling. No minimum area shall be required for other main buildings, except as may be required for conditional uses permitted in the Zone.

(D) Width Requirements.

The minimum of any building site for a dwelling shall be fifty feet (50') measured at the building setback line.

(E) Location of Buildings and Structures.

- (1) Setback. All buildings shall be set back a minimum distance of thirty feet (30') from any public street, except as herein provided and required under the provisions of this Zoning Code.
- (2) Side Yards. For main buildings there shall be a side yard of not less than eight inches (8") for each foot of building height, except that no side yard shall be less than seven feet (7') six inches (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.

Single-family attached dwellings shall have no side yard setback requirement at the property line separating the attached or party wall or walls; however, all accessory buildings shall comply with the setback requirements set forth above.

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

(F) Height Requirements.

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

(G) Size of Building.

No requirement.

(H) Lot Coverage.

The total area of structures on a lot shall not exceed forty percent (40%) percent of lot area.

(I) See Supplementary Regulations.

(J) Special Provisions Regarding Single-Family Attached Dwellings:

- (1) All lots upon which a single-family home attached dwelling is located shall have frontage upon and vehicular access to a dedicated street.
- (2) No single-family attached dwelling shall be located above another dwelling unit, either in whole or part.
- (3) Each single-family attached dwelling shall have at least one direct pedestrian access from the interior of the dwelling to the exterior boundaries of the lot and no pedestrian access may be held in common with another single-family dwelling unit.
- (4) No more than three (3) single-family dwellings may be attached together.
- (5) Except as noted below, a single-family attached dwelling shall have no facilities or property in common with another single-family attached dwelling and all dwellings shall be structurally and functionally independent from each other. All single-family attached dwellings shall have separate electrical service, water service lines and sanitary sewer service lines. Common facilities or property are allowed for the following:
 - (a) Common party walls constructed in accordance with the Uniform Building Code.
 - (b) Foundations supporting attached or party walls.
 - (c) Flashing at the termination of the roof covering any attached walls.
 - (d) Roofs.
 - (e) Vehicular access to a dedicated street from off-street parking facilities or garages.
- (6) No building permit shall be issued for the construction of a single-family attached dwelling unless a common facilities or party wall agreement for Declaration of Condominium has been filed with the Bonneville County Recorder's Office for each such dwelling which shares common facilities with another unit. Such agreement shall include a legal description of the lots sharing common facilities and shall allocate responsibility as between the owners of such lots for the use, maintenance, and ownership of all common facilities.
- (7) All single-family attached dwellings shall meet the dwelling unit separation requirements of the officially adopted and applicable building codes of Idaho Falls.
- (8) Any lots upon which a single-family attached dwelling is located need not comply with R 1 Residence Zone's Area Requirements and Width Requirements, provided such lot complies with R-1 Residence Zone Location of Buildings provisions and the side yard requirements of the R-1 Residence Zone's Special Provisions Regarding Single-Family Attached Dwellings.
- (9) The net density of single-family attached projects shall not exceed seven (7) units per acre. The area within public rights-of-way shall not be included in the calculations for net density.
- (10) When applications for single-family attached dwellings are submitted for conditional use review, a plat, site plan showing the location of proposed buildings, driveways, sidewalks, and other improvements, and preliminary elevations of the proposed buildings shall be submitted.
- (11) The side yard adjacent to detached single-family homes shall be fifteen feet (15').

115-2
35-11

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of August, 1972, by and between the CITY OF IDAHO FALLS, a municipal corporation, of the State of Idaho, party of the first part, hereinafter called the City, and _____, party of the second part, hereinafter called the Developer.

WITNESSETH:

WHEREAS, the City of Idaho Falls, party of the first part, owns and operates a municipal water works and supply system and a sewage collection (future Sunnyside Road sanitary sewer extension) and treatment system for the benefits of its inhabitants, and

WHEREAS, the Developer is the sole owner, in law and/or equity, of a certain tract of land in the County of Bonneville, State of Idaho described as follows:

Beginning at a point that is S 89° 23' 59" E along the section line 881.694 feet from the Southwest corner of Section 28, T. 2N., R. 38 E.B.M. and running thence S 89° 23' 59" E 775.060 feet; thence N 0° 08' 59" W 753.00 feet; thence S 89° 51' 01" W 775.00 feet; thence S 0° 08' 59" E 742.850 feet to the Point of Beginning containing 13.308 acres.

and;

WHEREAS, the Developer, as sole owner of said land, has made request to the City of Idaho Falls to obtain City water and future sewer service to said tract of land which is now outside of the City's corporate limits; and

WHEREAS, the Developer intends to have said tract of land annexed to said City as soon as such becomes possible; and

WHEREAS, the Developer has submitted to the County a plat thereof which has been approved by the County Planning Commission, the Bonneville County Engineer and the Idaho Falls City Engineer.

and

WHEREAS, the City Engineer has recommended to the City Council of said City that the Developer's request for City utilities be granted subject to certain requirements and obligations on the part of the Developer; and

WHEREAS, the said City Council has agreed to said Developer's request, subject to the following terms and conditions;

NOW, THEREFORE, the Developer agrees, and hereby binds his heirs, successors and assigns to said agreement, that, in consideration for the use of City water and sewer facilities when available that he or they as Developer:

1. Will, file or cause to be filed with the City Engineer a complete set of Street, Sewer, Water and Drainage Improvements Plans, which plans and all utility improvements shown there on shall meet the approval of the City Engineer. Said improvements plans are incorporated herein and made a part hereof by reference..
2. Will, at his or their own expense, construct and install all sanitary sewers, storm drains, pumping stations, water mains and appurtenances, fire hydrants, curbs and gutters, sidewalks, cross drains, streets, street surfacing, street signs, and/or other needed street or utility improvements as shown on the Improvement Plans.
3. Will acquire, at his or their own expense, all rights-of-way, easements, or other property rights which may be necessary for the construction, operation, or future maintenance of any water lines, sanitary sewer lines, storm drain lines, etc. shown on the Improvement Plans and shall include an official copy of said documents with this agreement.
4. Will construct and install all such improvements in strict accordance with the filed and approved Street, Sewer, Water and Drainage Improvement Plans, and the City Standard Drawings and Construction Specifications current and in effect at the time the construction of said improvements is accomplished, or as otherwise agreed between the Developer and the City if the standards and specifications are more restrictive and onerous at the time of construction than at the time of execution of this Development Agreement.
5. Will provide the City Engineer with at least 15 days advance written notification of when and of what portion, or portions, of said street or utility improvements he intends to complete at that time; and agrees to make such modifications and/or construct any temporary facilities necessitated by such phase construction work as shall be required and approved by the City Engineer.

6. Will, immediately upon the completion of any such constructed portion, portions, or the entirety of said development, notify the City Engineer and request his inspection and written acceptance of such completed utility or street construction.
7. Hereby agrees, that upon a finding by the City Council, duly entered in the official minutes of the proceedings of the City Council, That a portion, or portions, or the entirety of said utility or street improvements need to be completed, in the interest of the health, welfare and/or safety of the inhabitants of the City, the Developer will there upon, within a reasonable time, construct said needed utility or street improvement, or, if he does not so construct within a reasonable time after written notification of such Council action, and the City thereafter determines to construct, and does construct such improvement, or improvements, the Developer will pay to the City the cost of such construction, in such manner and under such terms as the City shall order after conference with the Developer. Provided, however, the City Council shall not make the finding in this paragraph set forth except at a regular or special meeting of the Council, and unless the Developer has been notified in writing of the time and place of such meeting at least 10 days prior thereto and has been given an opportunity to be present in person or by counsel, and to be heard on the merits of the proposed finding. At or before such hearing the City Engineer shall furnish the Developer a cost estimate for completing said improvement.
8. Agrees, that upon his having received written notification from the City Engineer, that any of the requirements herein specified have not been complied with, that the City shall have the right to discontinue water and/or sewer service to any or all of the property described herein, without liability to second party, until such time as all requirements specified herein have been complied with, Provided, however, the Developer shall have the right to appear before the City Council to be heard as to why said water and/or sewer

service should not be discontinued. The Council shall then decide whether said water and/or sewer service should be discontinued, and its decision shall be final, except that the rights of the parties are preserved at law and equity.

9. Agrees, that water service is to be provided to the Developer's property as herein described at the regular rates established by order of first party's City Council for service outside its corporate limits, and under such rules and regulations as the City Council may establish in respect to liability for payment of charges. Rates shall be subject to changes from time to time on not less than thirty (30) days notice.
10. Agrees, that future sanitary sewer service is to be provided to the Developer's property, as herein described, at current regular rates at time of tie on and as established by first party's City Council for services outside its corporate limits, and under such rules and regulations as City Council may establish in respect to liability for payments of charges and further agrees not to use the sanitary sewer line for any surface drainage or to connect any storm sewers thereto, and to discharge into the City sewer line only material that conforms and complies with City standards, regulations, laws and ordinances. Rates shall be subject to change from time to time on not less than thirty (30) days notice.

NOW, THEREFORE, and in consideration of the Developer satisfactorily performing his above stated obligations the City agrees that it:

1. Will review the Street, Sewer, Water, and Drainage Improvement Plans and will indicate the required corrections or modifications thereto and the City's approval thereof.
2. Will provide construction inspection of the various utilities and street improvements within the development.
3. Will provide normal and standard maintenance and repair service to all six (6) inch diameter and larger waterlines and appurtenances; all eight (8) inch diameter and larger sanitary sewer lines and manholes; and all twelve (12) inch diameter and larger storm drain lines and related manholes, inlet boxes, etc. after all such facilities have been satisfactorily installed, hooked up, and accepted by the City.

4. Will, to the extent that its budgets and the law of Idaho permit, pay for the following improvements:

All water main costs on 25th Street and Sunnyside Road in excess of 1/2 of the cost of an 8" water main will be reimbursed to the Developer not later than one (1) year after they are installed and approved by the City.

(To enable the City of Idaho Falls to budget for improvements, the Developer shall give written notice to the City Engineer each calendar year prior to January 15th of all street and/or utility improvements to be made by the Developer during that year.)

5. Will, in the event that Sunnyside Road is reconstructed under a Federal Aid Project, ensure that this property be assessed on the same basis that other property along Sunnyside Road is assessed, provided that said property is then annexed to the City.

IN WITNESS WHEREOF, the City has affixed its seal and cause these presents to be executed by its Mayor thereunto by resolution of its City Council duly authorized, and the Developer has caused these presents to be executed the day and year first above written.

CITY OF IDAHO FALLS, IDAHO

By

Stella Peterson
Mayor

Attest

Roy C. Barnes
City Clerk

CORPORATE DEVELOPING INC.

(If Corporation, type correct name)

(SEAL)

By

Kay W. Smithwick
President

By

Tom L. Smithwick
Secretary

DEVELOPER

SEWER SERVICE CONTRACT
(Outside City Limits)

THIS AGREEMENT made this 29th day of March, 19 83,
by and between the City of Idaho Falls, a municipal corporation of the State of Idaho,
as Party of the First part, and DONALD H. STEPHENS
3265 Nina Drive, Idaho Falls, Idaho 83401
as Party of the Second part,

W I T N E S S E T H:

WHEREAS, the Party of the First part owns and operates a municipal sewage collection and disposal system within the corporate limits of the City for the benefit of its inhabitants, and

WHEREAS, the Party of the Second part desires to obtain sewer service to an area outside First Party's corporate limits,

NOW, THEREFORE, this agreement is to specify the terms and conditions by which First Party will provide sewer service to the said property of Second Party outside the corporate limits of First Party.

1. First Party assumes no responsibility for continuation of sewer service for any period of time and First Party shall have the right, at its sole discretion, to discontinue sewer service hereunder at any time without liability to Second Party.

2. Second Party agrees to acquire at its own cost and expense, all rights-of-way, easements or other property rights which may be necessary for construction, operation and future maintenance of the sewer line; not to use the sewer line for any surface drainage or to connect any storm sewers thereto; to discharge into the City line only material that conforms and complies with City standards, regulations, laws and ordinances.

3. Sewer service is to be provided to Second Party hereunder at the regular rates established by First Party's City Council for service outside its corporate limits, and under such rules and regulations as the City Council may establish in respect to liability for payments of charges, and under such rules and regulations as the City Council may establish prohibiting the discharge of specified materials into City sewer lines. Rates shall be subject to change from time to time on not less than thirty (30) days notice.

4. Second Party agrees to prepare plans for and to construct, at its own cost and expense, and in accordance with City Standards and Specifications, and shall thereafter, at its own cost and expense, perform all necessary maintenance of the line to a point of interception with the City sewer lines, and 4 inch sewer line connecting property of Second Party with the City sewer main at a point to be designated by the City of Idaho Falls.

This sewer service is intended to serve Residence - Single Family

(Single Family Residence, Apartment Buildings, Gas Station, Warehouse, etc. -----
Attach Building Site Plans, Sewer Line Plans, etc. if possible),

located on the following described property

Block 1, Lot 1 Prestwich Estates; Bonneville County, Idaho.

and it is further understood and agreed that this sewer service connection shall serve only the above-described building or usage on the above-described property and that no extensions of or connections or additions thereto are allowable.

5. Second Party agrees to pay the City of Idaho Falls a sewer main fee computed at the rate of \$ — 0 — per lineal foot of Second Party's property frontage, (12 lineal feet), being a total cash fee of \$ — 0 —. Said fee shall be deposited by the City into the Water and Sewer Fund.

6. Second Party agrees to pay to the City the following listed Sewer Connection fees:

500.00

7. Second Party will prepare and record a plat of the area dedicating the necessary street right-of-way and utility easements; or will dedicate to the public the following described property as is required for the street right-of-way for

_____(Street, Avenue, Drive)

_____(Street, Avenue, Drive)

Description:

and will dedicate to the public the following described easements as are required for _____(Sewerline, Waterline, Powerlines, etc.) purposes. (See attached legal description and Easement Agreement).

8. Second Party agrees to annexation to the City at the option of the City at such time as the City Limits are contiguous to the subject property.

9. (Miscellaneous terms or conditions). _____

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

ATTEST: *Robert A. Chandler*
City Clerk

CITY OF IDAHO FALLS
By *Thomas Campbell*
Mayor
Donald H. Erickson
(Owner, Etc.)

WATER SERVICE CONTRACT
(Outside City Limits)

THIS AGREEMENT made this 29th day of March, 19 83,
by and between the City of Idaho Falls, a municipal corporation of the State of Idaho,
as Party of the First part, and DONALD H. STEPHENS
3265 Nina Drive, Idaho Falls, Idaho 83401
as Party of the Second part.

W I T N E S S E T H:

WHEREAS, the Party of the First part owns and operates a municipal water works and supply system within the corporate limits of the City for the benefits of its inhabitants, and

WHEREAS, the Party of the Second part desires to obtain water service to an area outside First Party's corporate limits,

NOW, THEREFORE, this agreement is to specify the terms and conditions by which First Party will provide water service to the said property of Second Party outside the corporate limits of First Party.

1. First Party assumes no responsibility for continuation of water service for any period of time, it being understood that the water to be supplied under this contract is surplus water not needed at the present time within the corporate limits of the City, and First Party shall have the right, at its sole discretion, to discontinue water service hereunder at any time without liability to Second Party.

2. First Party assumes no responsibility for maintenance or replacement of facilities beyond its corporate limits, and may immediately discontinue service hereunder in the event of leakage or other breakdown in the facilities used to provide service hereunder and which it does not own and control.

3. First Party reserves the right to move any meter measuring the amount of water provided hereunder at any time as it may deem necessary or convenient.

4. Water service is to be provided to Second Party hereunder at the regular rates established by order of First Party's City Council for service outside its corporate limits, and under such rules and regulations as the City Council may establish in respect to liability for payment of charges. Rates shall be subject to changes from time to time on not less than thirty (30) days notice.

5. Second Party agrees to acquire at its own cost and expense, all rights-of-way, easements or other property rights which may be necessary for construction, operation and future maintenance of any waterline required to furnish water to Second Party and to prepare plans for and to construct said waterline in accordance with City Standards and Specifications at its own cost and expense.

6. It is specifically understood and agreed that Second Party desires a 1 1/2 inch diameter size water service connection to serve Residence - Single Family
(Single Family Resident, Apartment Buildings, Gas Station, Warehouse, Etc., -----
Attach Building Site Plan, Waterline Plans, Etc., if possible)
located on the following described property:

Lot 1, Block 1 Prestwich Estates; Bonneville County, Idaho.

and it is further understood and agreed that this water service connection shall serve only the above-described building or usage on the above-described property and that no extensions of or connections or additions thereto are permitted.

7. Second Party agrees to pay the City of Idaho Falls a watermain fee computed at the rate of \$ — 2 — per lineal foot of Second Party's property frontage, (0 lineal feet), being a total cash fee of \$ — 0 —. Said fee shall be deposited by the City into the Water and Sewer fund.

8. Second Party agrees to pay to the City the following listed Water Service Connection charges:

9. Second Party will prepare and record a plat of the area dedicating the necessary street right-of-way and utility easements; or will dedicate to the public the following described property as is required for the street right-of-way for

(Street, Avenue, Drive)

(Street, Avenue, Drive)

Description:

and will dedicate to the public the following described easements as are required for

(Sewerline, Waterline, Powerlines, etc.) purposes. (See attached legal description and Easement Agreement).

10. Second Party agrees to annexation to the City at the option of the City at such time as the City Limits are contiguous to the subject property.

11. (Miscellaneous terms or conditions).

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

CITY OF IDAHO FALLS

By Thomas Campbell
Mayor

ATTEST:

Debra Chandler
City Clerk

Harold H. Stephens
(Owner, Etc.)

SEWER SERVICE CONTRACT
(Outside City Limits)

THIS AGREEMENT made this 20th day of September, 1984,
by and between the City of Idaho Falls, a municipal corporation of the
State of Idaho, as Party of the First part, and _____
BRAD HOFHINE
as Party of the Second part,

W I T N E S S E T H:

WHEREAS, the Party of the First part owns and operates a municipal
sewage collection and disposal system within the corporate limits of
the City for the benefit of its inhabitants, and

WHEREAS, the Party of the Second part desires to obtain sewer
service to an area outside First Party's corporate limits,

NOW, THEREFORE, this agreement is to specify the terms and
conditions by which First Party will provide sewer service to the said
property of Second party outside the corporate limits of First Party.

1. First Party assumes no responsibility for continuation of
sewer service for any period of time and First Party shall have the
right, at its sole discretion, to discontinue sewer service hereunder
at any time without liability to Second Party.

2. Second Party agrees to acquire, at its own cost and expense,
all rights-of-way, easements, or other property rights which may be
necessary for construction, operation, and future maintenance of the
sewer line; not to use the sewer line for any surface drainage or to
connect any storm sewers thereto; to discharge into the City line only
material that conforms and complies with City standards, regulations,
laws, and Ordinances.

3. Sewer service is to be provided to Second Party hereunder at
the regular rates established by First Party's City Council for service
outside its corporate limits, and under such rules and regulations as
the City Council may establish in respect to liability for payments of
charges, and under such rules and regulations as the City Council may
establish prohibiting the discharge of specified materials into City
sewer lines. Rates shall be subject to change from time to time on not
less than thirty (30) days notice.

4. Second Party agrees to prepare plans for and to construct, at
its own cost and expense and in accordance with City Standards and
Specifications, and shall thereafter, at its own cost and expense,
perform all necessary maintenance of the line to a point of
interception with the City sewer lines, and _____ inch sewer line
connecting property of Second Party with the City sewer main at a point
to be designated by the City of Idaho Falls.

This sewer service is intended to serve SINGLE FAMILY RESIDENCE
(Single Family Residence, Apartment Buildings, Gas Station, Warehouse,
etc. ----- Attach Building Site Plans, Sewer Line Plans, etc. if
possible), located on the following described property:

LOT B BK 2 in Prestwich Estates
LOCATED ON SUNNYSIDE RD.

and it is further understood and agreed that this sewer service
connection shall serve only the above-described building or usage on
the above-described property and that no extensions of or connections
or additions thereto are allowable.

5. Second Party agrees to pay the City of Idaho Falls a sewer main fee computed at the rate of \$ NA per lineal foot of Second Party's property coverage, (NA lineal feet), being a total cash fee of \$ NA. Said fee shall be deposited by the City into the Water and Sewer Fund.

6. Second Party agrees to pay to the City the following listed Sewer Connection fees: \$300.00

7. Second Party will prepare and record a plat of the area dedicating the necessary street right-of-way and utility easements; or will dedicate to the public the following described property as is required for the street right-of-way for:

(Street, Avenue, Drive)

(Street, Avenue, Drive)

DESCRIPTION:

*Pd
a/10/84*

and will dedicate to the public the following described easements as are required for _____ (Sewerline, Waterline, Powerlines, etc.) purposes. (See attached legal description and Easement Agreement).

8. Second Party agrees to annexation to the City at the option of the City at such time as the City Limits are contiguous to the subject property.

9. (Miscellaneous terms or conditions). _____

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

CITY OF IDAHO FALLS

By Thomas Campbell
Mayor

ATTEST:

William Charles
City Clerk

OWNER:

Brad Hoffins

WATER SERVICE CONTRACT
(Outside City Limits)

THIS AGREEMENT made this 30th day of September, 1984,
by and between the City of Idaho Falls, a municipal corporation of the State of Idaho,
as Party of the First part, and BRAD HOFHINE
as Party of the Second part.

W I T N E S S E T H:

WHEREAS, the Party of the First part owns and operates a municipal water works and supply system within the corporate limits of the City for the benefits of its inhabitants, and

WHEREAS, the Party of the Second part desires to obtain water service to an area outside First Party's corporate limits,

NOW, THEREFORE, this agreement is to specify the terms and conditions by which First Party will provide water service to the said property of Second Party outside the corporate limits of First Party.

1. First Party assumes no responsibility for continuation of water service for any period of time, it being understood that the water to be supplied under this contract is surplus water not needed at the present time within the corporate limits of the City, and First Party shall have the right, at its sole discretion, to discontinue water service hereunder at any time without liability to Second Party.
2. First Party assumes no responsibility for maintenance or replacement of facilities beyond its corporate limits, and may immediately discontinue service hereunder in the event of leakage or other breakdown in the facilities used to provide service hereunder and which it does not own and control.
3. First Party reserves the right to move any meter measuring the amount of water provided hereunder at any time as it may deem necessary or convenient.
4. Water service is to be provided to Second Party hereunder at the regular rates established by order of First Party's City Council for service outside its corporate limits, and under such rules and regulations as the City Council may establish in respect to liability for payment of charges. Rates shall be subject to changes from time to time on not less than thirty (30) days notice.
5. Second Party agrees to acquire at its own cost and expense, all rights-of-way, easements or other property rights which may be necessary for construction, operation and future maintenance of any waterline required to furnish water to Second Party and to prepare plans for and to construct said waterline in accordance with City Standards and Specifications at its own cost and expense.

6. It is specifically understood and agreed that Second Party desires a ONE inch diameter size water service connection to serve _____

SINGLE FAMILY RESIDENCE

(Single Family Resident, Apartment Buildings, Gas Station, Warehouse, Etc. -----
Attach Building Site Plan, Waterline Plans, Etc., if possible)

located on the following described property:

LOT 8 BK 2 PRESTWICH ESTATES

LOCATED ON SUNNYSIDE RD.

3267 MERLIN DR.

and it is further understood and agreed that this water service connection shall serve only the above-described building or usage on the above-described property and that no extensions of or connections or additions thereto are permitted.

7. Second Party agrees to pay the City of Idaho Falls a watermain fee computed at the rate of \$ _____ per linear foot of Second Party's property frontage, (_____ (feet) x _____ (feet)), being a total cash fee of \$ _____. Said fee shall be deposited by the City into the Water and Sewer Fund.

8. Second Party agrees to pay to the City the following listed Water Service Connection charges:

\$200.00

9. Second Party will prepare and record a plat of the area dedicating the necessary street right-of-way and utility easements; or will dedicate to the public the following described property as is required for the street right-of-way for

N.A.

_____(Street, Avenue, Drive)

_____(Street, Avenue, Drive)

Description:

pd
9/10/84

and will dedicate to the public the following described easements as are required for _____

_____(Sewerline, Waterline, Powerlines, etc.) purposes. (See attached legal description and Easement Agreement).

10. Second Party agrees to annexation to the City at the option of the City at such time as the City Limits are contiguous to the subject property.

11. (Miscellaneous terms or conditions). _____

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

CITY OF IDAHO FALLS

By

Thomas Campbell

Mayor

ATTEST:

Selma Chandler
City Clerk

Brad Hoffman
(Owner, Etc.)

SEWER SERVICE CONTRACT
(Outside City Limits)

THIS AGREEMENT made this 25th day of May, 1989,
by and between the City of Idaho Falls, a municipal corporation of the
State of Idaho, as Party of the First part, and Debra W.
R. T.
as Party of the Second part,

W I T N E S S E T H:

WHEREAS, the Party of the First part owns and operates a municipal
sewage collection and disposal system within the corporate limits of
the City for the benefit of its inhabitants, and

WHEREAS, the Party of the Second part desires to obtain sewer
service to an area outside First Party's corporate limits,

NOW, THEREFORE, this agreement is to specify the terms and
conditions by which First Party will provide sewer service to the said
property of Second party outside the corporate limits of First Party.

1. First Party assumes no responsibility for continuation of
sewer service for any period of time and First Party shall have the
right, at its sole discretion, to discontinue sewer service hereunder
at any time without liability to Second Party.

2. Second Party agrees to acquire, at its own cost and expense,
all rights-of-way, easements, or other property rights which may be
necessary for construction, operation, and future maintenance of the
sewer line; not to use the sewer line for any surface drainage or to
connect any storm sewers thereto; to discharge into the City line only
material that conforms and complies with City standards, regulations,
laws, and Ordinances.

3. Sewer service is to be provided to Second Party hereunder at
the regular rates established by First Party's City Council for service
outside its corporate limits, and under such rules and regulations as
the City Council may establish in respect to liability for payments of
charges, and under such rules and regulations as the City Council may
establish prohibiting the discharge of specified materials into City
sewer lines. Rates shall be subject to change from time to time on not
less than thirty (30) days notice.

4. Second Party agrees to prepare plans for and to construct, at
its own cost and expense and in accordance with City Standards and
Specifications, and shall thereafter, at its own cost and expense,
perform all necessary maintenance of the line to a point of
interception with the City sewer lines, and 4 inch sewer line
connecting property of Second Party with the City sewer main at a point
to be designated by the City of Idaho Falls.

This sewer service is intended to serve Single Family Residence
(Single Family Residence, Apartment Buildings, Gas Station, Warehouse,
etc. ----- Attach Building Site Plans, Sewer Line Plans, etc. if
possible), located on the following described property:

Lot 14, Block 1, Prestwich Country
Estates, Division No. 1, Bonneville County,
Idaho, according to the recorded plat thereof.
3232 Merlin Dr.

and it is further understood and agreed that this sewer service
connection shall serve only the above-described building or usage on
the above-described property and that no extensions of or connections
or additions thereto are allowable.

5. Second Party agrees to pay the City of Idaho Falls a sewer main fee computed at the rate of \$ 0 per lineal foot of Second Party's property frontage, (0 lineal feet), being a total cash fee of \$ 0. Said fee shall be deposited by the City into the Water and Sewer Fund.

6. Second Party agrees to pay to the City the following listed Sewer Connection fees:

\$300.00

7. Second Party will prepare and record a plat of the area dedicating the necessary street right-of-way and utility easements; or will dedicate to the public the following described property as is required for the street right-of-way for:

(Street, Avenue, Drive)

N.A.

(Street, Avenue, Drive)

DESCRIPTION:

and will dedicate to the public the following described easements as are required for N.A. (Sewerline, Waterline, Powerlines, etc.) purposes. (See attached legal description and Easement Agreement).

8. Second Party agrees to annexation to the City at the option of the City at such time as the City Limits are contiguous to the subject property.

9. (Miscellaneous terms or conditions). _____

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

CITY OF IDAHO FALLS

By Thomas Campbell
Mayor

ATTEST:

John O'Connell
City Clerk

OWNER:

William W. Roberts

WATER SERVICE CONTRACT
(Outside City Limits)

THIS AGREEMENT made this 20th day of Aug., 1987, by and between the City of Idaho Falls, a municipal corporation of the State of Idaho, as Party of the First part, and D. L. W. W. R. L. L. as Party of the Second part.

W I T N E S S E T H:

WHEREAS, the Party of the First part owns and operates a municipal water works and supply system within the corporate limits of the City for the benefits of its inhabitants, and

WHEREAS, the Party of the Second part desires to obtain water service to an area outside First Party's corporate limits,

NOW, THEREFORE, this agreement is to specify the terms and conditions by which First Party will provide water service to the said property of Second Party outside the corporate limits of First Party.

1. First Party assumes no responsibility for continuation of water service for any period of time, it being understood that the water to be supplied under this contract is surplus water not needed at the present time within the corporate limits of the City, and First Party shall have the right, at its sole discretion, to discontinue water service hereunder at any time without liability to Second Party.

2. First Party assumes no responsibility for maintenance or replacement of facilities beyond its corporate limits, and may immediately discontinue service hereunder in the event of leakage or other breakdown in the facilities used to provide service hereunder and which it does not own and control.

3. First Party reserves the right to move any meter measuring the amount of water provided hereunder at any time as it may deem necessary or convenient.

4. Water service is to be provided to Second Party hereunder at the regular rates established by order of First Party's City Council for service outside its corporate limits, and under such rules and regulations as the City Council may establish in respect to liability for payment of charges. Rates shall be subject to changes from time to time on not less than thirty (30) days notice.

5. Second Party agrees to acquire at its own cost and expense, all rights-of-way, easements or other property rights which may be necessary for construction, operation and future maintenance of any waterline required to furnish water to Second Party and to prepare plans for and to construct said waterline in accordance with City Standards and Specifications at its own cost and expense.

6. It is specifically understood and agreed that Second Party desires a 1 inch diameter size water service connection to serve Single Family Residence

(Single Family Resident, Apartment Buildings, Gas Station, Warehouse, Etc.-----
Attach Building Site Plan, Waterline Plans, Etc., if possible)

located on the following described property:

Lot 14, Block 1, Prestwich Country
Estates, Division No. 1, Bonneville County
Idaho, According To the recorded plat thereof.
3232 Merlin Dr.

and it is further understood and agreed that this water service connection shall serve only the above-described building or usage on the above-described property and that no extensions of or connections or additions thereto are permitted.

7. Second Party agrees to pay the City of Idaho Falls a watermain fee computed at the rate of \$ 0 per lineal foot of Second Party's property frontage, (0 lineal feet), being a total cash fee of \$ 0. Said fee shall be deposited by the City into the Water and Sewer fund.

8. Second Party agrees to pay to the City the following listed Water Service Connection charges:

\$200.00

9. Second Party will prepare and record a plat of the area dedicating the necessary street right-of-way and utility easements; or will dedicate to the public the following described property as is required for the street right-of-way for

N.A.

_____(Street, Avenue, Drive)

_____(Street, Avenue, Drive)

Description:

and will dedicate to the public the following described easements as are required for

N.A.

(Sewerline, Waterline, Powerlines, etc.) purposes (See attached legal description and Easement Agreement).

10. Second Party agrees to annexation to the City at the option of the City at such time as the City Limits are contiguous to the subject property.

11. (Miscellaneous terms or conditions). _____

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

CITY OF IDAHO FALLS

by _____
Mayor

ATTEST:

Helma Chandler
City Clerk

Debra W. Riden
(Owner, Etc.)

Samuel and Joyce Pole

July 25, 2016

1710 Delmar Drive

Idaho Falls, ID 83404

Idaho Falls Planning Department

City Hall Annex

P.O. Box 50220

680 Park Avenue, Idaho Falls, ID 83405-0220

Subject: ANNX16-013: ANNEXATION/INITIAL ZONING OF R-1 (RESIDENTIAL SINGLE-FAMILY) A 23-LOT COUNTY SUBDIVISION

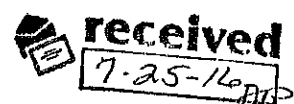
We are in support of the City of Idaho Falls proposed annexation of the Prestwich subdivision which lies wholly within city boundaries. This subdivision receives city benefits without fully contributing, through city property taxes, to the operational and capital costs incurred by the city. Our support of the proposed annexation is based on both general and specific issues.

General Issues are:

1. Having Bonneville County land within the boundaries of the city of Idaho Falls poses potential legal and jurisdictional problems.
2. Questions of Bonneville County/city of Idaho Falls responsibilities for the such property confuses county and adjacent city property owners and can result in disputes over legal or non-legal use of such property and individual behavior.

Specific Issues:

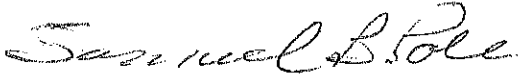
1. Original **approval** of the Prestwich subdivision and its receiving city of Idaho Falls water and sewer service **included annexation** once build-out was completed.
2. Bonneville County regulations regarding the number of and type of animals allowed on a property differ from city of Idaho Falls regulations. This is true of dog ownership (number and noise which has been a significant issue with city of Idaho Falls neighbors who back up to the Prestwich subdivision. There is a history of call outs for excessive noise and disturbances due to dogs.
3. Bonneville County regulations regarding open fires are very different from city of Idaho Falls fire regulations. Excessively large open fires have occurred several times which resulted in the need to call the Idaho Falls Fire Department. On a number of occasions, the fires were not continuously monitored and flames extended 8 to 10 feet in height. Adjacent Rose Neilson residents have been told that "we are in the county and can do as we please". The Idaho Falls Fire Department personnel



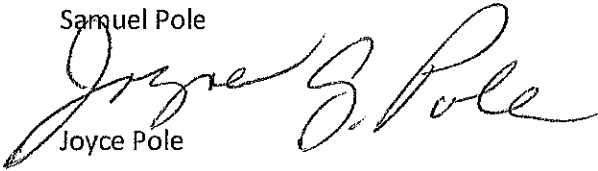
recognize that they have little or no authority but have spent time monitoring the fires and persuasively gotten the property owner(s) to monitor and/or extinguish the fires.

In conclusion, we support and recommend that the City of Idaho Falls proceed with the proposed annexation of the Prestwich subdivision.

Sincerely,

A handwritten signature in cursive script that reads "Samuel Pole".

Samuel Pole

A handwritten signature in cursive script that reads "Joyce Pole".

Joyce Pole



June 7, 2016

Prestwich Country Estates Resident

Re: Prestwich Country Estates Neighborhood Meeting

Dear Resident,

City records indicate you are the owner of the property at 3102 S Merlin Drive. This property is currently located within the unincorporated area of Bonneville County. City records indicate this property receives city services, i.e. water and sewer utilities, and has received such services since 1972. Because Prestwich Country Estates is a residential enclave, surrounded by City land on all four sides as shown on the aerial map, it is eligible for annexation into the City.

City staff would like to meet with homeowners to discuss any questions regarding the annexation process. A neighborhood meeting is scheduled for June 27, 2016, from 6-7 p.m. at the EIRMC Cancer Center, 3100 Channing Way. City staff will provide a brief presentation followed by time for questions and answers. Following the neighborhood meeting the Community Development Services Department will schedule a public hearing before the Planning and Zoning Commission to consider annexation of the property.

Attached is an analysis of the difference in annual costs of taxes, sewer and water services, and the potential cost difference for electricity, if your request for transfer of service is agreed to by Rocky Mountain Power. If you have questions regarding this analysis, please contact Dana Briggs, the City's Economic Development Coordinator at 612-8777.

We look forward to meeting with you.

Sincerely,

Brad Cramer, Director
Community Development Services

Encl: Aerial Map
Cost Differential Analysis



July 13, 2016

Prestwich Country Estates Resident

Re: Prestwich Country Estates Neighborhood Meeting

Dear Resident,

We want to thank all those who attended the neighborhood meeting on June 27, 2016. This letter is intended to provide you with the additional information that was requested at the meeting as well as further answer questions that were asked. Please feel free to contact me with any additional questions.

State Statutes regarding annexation: Please refer to the attached Idaho Statutes regarding annexation by Cities. The annexation of Prestwich Country Estates constitutes a Category "A" annexation as the subdivision constitutes a residential enclave.

1972 Development Agreement: Attached is the 1972 agreement between the City of Idaho Falls and the developer of Prestwich Country Estates. It was requested during the meeting and is provided as a reference.

Rate Comparison with Idaho Falls Power: There was concern regarding the rate comparison provided with the initial letter. In order for staff to provide a more accurate rate estimate you would need to provide your total kilowatt hour (KWh) consumption for the period from May to October and from November to April. If you would like to have staff provide that estimate please email those totals to kbeutler@idahofallsidaho.gov.

Transfer from Rocky Mountain Power to Idaho Falls Power: Transfer of service requests from Rocky Mountain Power to Idaho Falls Power is made by the property owner in writing to Rocky Mountain Power via email to Aaron Gibson at aaron.gibson@padificorp.com. Rocky Mountain Power historically has then provided a cost for the buyout (18 months consumption plus additional costs tied to infrastructure). Idaho Falls Power has, in the past, paid up to 50% of the buyout cost. Idaho Falls Power has also covered the cost of any new equipment or upgrades to the system in order to make the systems compatible. If Rocky Mountain Power refuses the request for residents to make the transfer to Idaho Falls Power the impacted residents can petition the Public Utilities Commission to investigate and determine if that refusal is acceptable. That request would be made through the Public Utilities Commission's Customer Assistance Section at 1-800-432-0369 and ask for an investigator.

Please call or email with any questions.

Sincerely,

Kerry Beutler, Assistant Planning Director
Community Development Services

Encl: Idaho State Statutes

Contact Information regarding questions:

Kerry Beutler, Assistant Planning Director
Idaho Falls, Community Development Services
kbeutler@idahofallsidaho.gov
208-612-8278

Matt Evans, Customer Service Supervisor
Idaho Falls Power
MMEvans@ifpower.org
208-612-8436

Aaron Gibson
Rocky Mountain Power
Aaron.gibson@pacificorp.com



Idaho Statutes

TITLE 50 MUNICIPAL CORPORATIONS

CHAPTER 2 GENERAL PROVISIONS -- GOVERNMENT -- TERRITORY

50-222. ANNEXATION BY CITIES. (1) Legislative intent. The legislature hereby declares and determines that it is the policy of the state of Idaho that cities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, to enable the orderly development of private lands which benefit from the cost-effective availability of municipal services in urbanizing areas and to equitably allocate the costs of public services in management of development on the urban fringe.

(2) General authority. Cities have the authority to annex land into a city upon compliance with the procedures required in this section. In any annexation proceeding, all portions of highways lying wholly or partially within an area to be annexed shall be included within the area annexed unless expressly agreed between the annexing city and the governing board of the highway agency providing road maintenance at the time of annexation. Provided further, that said city council shall not have the power to declare such land, lots or blocks a part of said city if they will be connected to such city only by a shoestring or strip of land which comprises a railroad or highway right-of-way.

(3) Annexation classifications. Annexations shall be classified and processed according to the standards for each respective category set forth herein. The three (3) categories of annexation are:

(a) Category A: Annexations wherein:

(i) All private landowners have consented to annexation. Annexation where all landowners have consented may extend beyond the city area of impact provided that the land is contiguous to the city and that the comprehensive plan includes the area of annexation;

(ii) Any residential enclaved lands of less than one hundred (100) privately-owned parcels, irrespective of surface area, which are surrounded on all sides by land within a city or which are bounded on all sides by lands within a city and by the boundary of the city's area of impact; or

(iii) The lands are those for which owner approval must be given pursuant to subsection (5) (b) (v) of this section.

(b) Category B: Annexations wherein:

(i) The subject lands contain less than one hundred (100) separate private ownerships and platted lots of record and where not all such landowners have consented to annexation; or

(ii) The subject lands contain more than one hundred (100) separate private ownerships and platted lots of record and where landowners owning more than fifty percent (50%) of the area of the subject private lands have consented to annexation prior to the commencement of the annexation process; or

(iii) The lands are the subject of a development moratorium or a water or sewer connection restriction imposed by state or local health or environmental agencies; provided such lands shall not be counted for purposes of determining the number of separate private ownerships and platted lots of record aggregated to determine the appropriate category.

(c) Category C: Annexations wherein the subject lands contain more than one hundred (100) separate private ownerships and platted lots of record and where landowners owning more than fifty percent (50%) of the area of the subject private lands have not consented to annexation prior to commencement of the annexation process.

(4) (a) Evidence of consent to annexation. For purposes of this section, and unless excepted in paragraph (b) of this subsection (4), consent to annex shall be valid only when evidenced by written instrument consenting to annexation executed by the owner or the owner's authorized agent. Written consent to annex lands must be recorded in the county recorder's office to be binding upon subsequent purchasers, heirs, or assigns of lands addressed in the consent. Lands need not be contiguous or adjacent to the city limits at the time the landowner consents to annexation for the property to be subject to a valid consent to annex; provided however, no annexation of lands shall occur, irrespective of consent, until such land becomes contiguous or adjacent to such city.

(b) Exceptions to the requirement of written consent to annexation. The following exceptions apply to the requirement of written consent to annexation provided for in subsection (4)(a) of this section:

(i) Enclaved lands: In category A annexations, no consent is necessary for enclaved lands meeting the requirements of subsection (3)(a)(ii) of this section;

(ii) Implied consent: In category B and C annexations, valid consent to annex is implied for the area of all lands connected to a water or wastewater collection system operated by the city if the connection was requested in writing by the owner, or the owner's authorized agent, or completed before July 1, 2008.

(5) Annexation procedures. Annexation of lands into a city shall follow the procedures applicable to the category of lands as established by this section. The implementation of any annexation proposal wherein the city council determines that annexation is appropriate shall be concluded with the passage of an ordinance of annexation.

(a) Procedures for category A annexations: Lands lying contiguous or adjacent to any city in the state of Idaho may be annexed by the city if the proposed annexation meets the requirements of category A. Upon determining that a proposed annexation meets such requirements, a city may initiate the planning and zoning procedures set forth in chapter 65, title 67, Idaho Code, to establish the comprehensive planning policies, where necessary, and zoning classification of the lands to be annexed.

(b) Procedures for category B annexations: A city may annex lands that would qualify under the requirements of category B annexation if the following requirements are met:

(i) The lands are contiguous or adjacent to the city and lie within the city's area of city impact;

(ii) The land is laid off into lots or blocks containing not more than five (5) acres of land each, whether the same shall have been or shall be laid off, subdivided or platted in accordance with any statute of this state or otherwise, or whenever the owner or proprietor or any person by or with his authority has sold or begun to sell off such contiguous or adjacent lands by metes and bounds in tracts not exceeding five (5) acres, or whenever the land is surrounded by the city. Splits of ownership which occurred prior to January 1, 1975, and

which were the result of placement of public utilities, public roads or highways, or railroad lines through the property shall not be considered as evidence of an intent to develop such land and shall not be sufficient evidence that the land has been laid off or subdivided in lots or blocks. A single sale after January 1, 1975, of five (5) acres or less to a family member of the owner for the purpose of constructing a residence shall not constitute a sale within the meaning of this section. For purposes of this section, "family member" means a natural person or the spouse of a natural person who is related to the owner by blood, adoption or marriage within the first degree of consanguinity;

(iii) Preparation and publication of a written annexation plan, appropriate to the scale of the annexation contemplated, which includes, at a minimum, the following elements:

(A) The manner of providing tax-supported municipal services to the lands proposed to be annexed;

(B) The changes in taxation and other costs, using examples, which would result if the subject lands were to be annexed;

(C) The means of providing fee-supported municipal services, if any, to the lands proposed to be annexed;

(D) A brief analysis of the potential effects of annexation upon other units of local government which currently provide tax-supported or fee-supported services to the lands proposed to be annexed; and

(E) The proposed future land use plan and zoning designation or designations, subject to public hearing, for the lands proposed to be annexed;

(iv) Compliance with the notice and hearing procedures governing a zoning district boundary change as set forth in section 67-6511, Idaho Code, on the question of whether the property should be annexed and, if annexed, the zoning designation to be applied thereto; provided however, the initial notice of public hearing concerning the question of annexation and zoning shall be published in the official newspaper of the city and mailed by first class mail to every property owner with lands included in such annexation proposal not less than twenty-eight (28) days prior to the initial public hearing. All public hearing notices shall establish a time and procedure by which comments concerning the proposed annexation may be received in writing and heard and, additionally, public hearing notices delivered by mail shall include a one (1) page summary of the contents of the city's proposed annexation plan and shall provide information regarding where the annexation plan may be obtained without charge by any property owner whose property would be subject to the annexation proposal.

(v) In addition to the standards set forth elsewhere in this section, annexation of the following lands must meet the following requirements:

(A) Property, owned by a county or any entity within the county, that is used as a fairgrounds area under the provisions of chapter 8, title 31, Idaho Code, or chapter 2, title 22, Idaho Code, must have the consent of a majority of the board of county commissioners of the county in which the property lies; and

(B) Property, owned by a nongovernmental entity, that is used to provide outdoor recreational activities to the public and that has been designated as a planned unit development of fifty (50) acres or more and does not require or utilize any city services must have the express

written mission of the nongovernmental entity owner.

(vi) After considering the written and oral comments of property owners whose land would be annexed and other affected persons, the city council may proceed with the enactment of an ordinance of annexation and zoning. In the course of the consideration of any such ordinance, the city must make express findings, to be set forth in the minutes of the city council meeting at which the annexation is approved, as follows:

(A) The land to be annexed meets the applicable requirements of this section and does not fall within the exceptions or conditional exceptions contained in this section;

(B) The annexation would be consistent with the public purposes addressed in the annexation plan prepared by the city;

(C) The annexation is reasonably necessary for the orderly development of the city;

(vii) Notwithstanding any other provision of this section, railroad right-of-way property may be annexed pursuant to this section only when property within the city adjoins or will adjoin both sides of the right-of-way.

(c) Procedures for category C annexations: A city may annex lands that would qualify under the requirements of category C annexation if the following requirements are met:

(i) Compliance with the procedures governing category B annexations; and

(ii) Evidence of consent to annexation based upon the following procedures:

(A) Following completion of all procedures required for consideration of a category B annexation, but prior to enactment of an annexation ordinance and upon an affirmative action by the city council, the city shall mail notice to all private landowners owning lands within the area to be annexed, exclusive of the owners of lands that are subject to a consent to annex which complies with subsection (4)(a) of this section defining consent. Such notice shall invite property owners to give written consent to the annexation, include a description of how that consent can be made and where it can be filed, and inform the landowners where the entire record of the subject annexation may be examined. Such mailed notice shall also include a legal description of the lands proposed for annexation and a simple map depicting the location of the subject lands.

(B) Each landowner desiring to consent to the proposed annexation must submit the consent in writing to the city clerk by a date specified in the notice, which date shall not be later than forty-five (45) days after the date of the mailing of such notice.

(C) After the date specified in the notice for receipt of written consent, the city clerk shall compile and present to the city council a report setting forth: (i) the total physical area sought to be annexed, and (ii) the total physical area of the lands, as expressed in acres or square feet, whose owners have newly consented in writing to the annexation, plus the area of all lands subject to a prior consent to annex which complies with subsection (4)(a) of this section defining consent. The clerk shall immediately report the results to the city council.

(D) Upon receiving such report, the city council shall review the results and may thereafter confirm whether

consent received from the owners a majority of the land. The results of the report shall be reflected in the minutes of the city council. If the report as accepted by the city council confirms that owners of a majority of the land area have consented to annexation, the city council may enact an ordinance of annexation, which thereafter shall be published and become effective according to the terms of the ordinance. If the report confirms that owners of a majority of the land area have not consented to the annexation, the category C annexation shall not be authorized.

(6) The decision of a city council to annex and zone lands as a category B or category C annexation shall be subject to judicial review in accordance with the procedures provided in chapter 52, title 67, Idaho Code, and pursuant to the standards set forth in section 67-5279, Idaho Code. Any such appeal shall be filed by an affected person in the appropriate district court no later than twenty-eight (28) days after the date of publication of the annexation ordinance. All cases in which there may arise a question of the validity of any annexation under this section shall be advanced as a matter of immediate public interest and concern, and shall be heard by the district court at the earliest practicable time.

(7) Annexation of noncontiguous municipal airfield. A city may annex land that is not contiguous to the city and is occupied by a municipally owned or operated airport or landing field. However, a city may not annex any other land adjacent to such noncontiguous facilities which is not otherwise annexable pursuant to this section.

History:

[50-222, added 2002, ch. 333, sec. 2, p. 939; am. 2008, ch. 118, sec. 1, p. 327; am. 2009, ch. 53, sec. 1, p. 145.]



October 20, 2016

Re: Submittal of Public Comments for Prestwich Estates Public Hearing 10-27-2016

On October 20, 2016, at 2:30 PM, Mr. Lance Peterson, submitted public comments for Prestwich Estates. These comments will be included in the materials provided to the City Council for the October 27, 2016, regular meeting.

Sincerely,



Brad Cramer, Director
Community Development Services

IDAHO FALLS CITY COUNCIL
PUBLIC HEARING, OCTOBER 27, 2016

A SUBMISSION OF PUBLIC COMMENT REGARDING PROJECT ANNX16-013: ANNEXATION/INITIAL ZONING OF R-1 (RESIDENTIAL-SINGLE-FAMILY) A 23-LOT COUNTY SUBDIVISION (PRESTWICH COUNTRY ESTATES).

Requesting that the Idaho Falls City Council recess consideration of the said Project to a future date to evaluate serious consequences of the proposed annexation process that impact Prestwich Country Estates landowners' economic interest and limit their access to fee-supported municipal services.

The property owners of Prestwich Country Estates (PCE) respectfully request that the Idaho Falls City Council recess review and decision-making on the annexation Project ANNX16-013: ANNEXATION/INITIAL ZONING OF R-1 (RESIDENTIAL-SINGLE-FAMILY) A 23-LOT COUNTY SUBDIVISION.

We request that the City Council take no action regarding annexation at this time to allow PCE residents to present a compelling case directly to the City Council identifying issues that have significant and long-term impacts on PCE residents. The additional time is needed to discuss details of a complex situation involving state laws, city codes, and the nature of the City's proposed municipal tax- and fee-supported services, in order to arrive at a win-win solution for the City and PCE property owners. We have presented a solution during discussions with City employees but have not had time to resolve certain complexities.

Our compelling case for a win-win solution to the proposed annexation identifies five areas that may have significant and/or long-term impacts on the landowners' economic interest and civil rights. The five impact areas can be succinctly identified as:

- Issues identified from historical Municipal annexation practices nationwide,
- Idaho Code governing Annexation by Cities (I.C. 55-222),
- Idaho Falls City Council Leadership implementing evaluation of Constitutional Rights,
- Two Unique Annexation Challenges for Idaho Falls,
- Annexation Timing

History Of Municipal Annexation: Only five states still allow involuntary annexation: Idaho, Delaware, Kansas, Nebraska, and Texas. The remaining 45 states have never allowed involuntary annexation or have abolished involuntary annexation. A significant element of successful challenges to involuntary annexation is demonstration that a state statute violates the Fourteenth Amendment of the Constitution. North Carolina (2012) and Tennessee (2014) are the most recent legislative changes removing involuntary annexation from state law. The case history and documents from these two states provide a rich background of the issues involved in the implementation and abolition of involuntary annexation. Understanding this history can provide relevant examples for decision makers in other states.

Idaho Code 50-222, Annexation by Cities: This Idaho statute specifically allows involuntary annexation when the area to be annexed meets criteria defined for a Category A annexation [50-222 (3)(a)(ii)]. Historically, in other states, this is exactly the type of legislation that has been successfully challenged as a constitutional violation. The civil liberty impact of the statute implementing involuntary annexation is a matter to be resolved at the state legislature level.

At the Municipal Corporation level it is important to implement the current statute to meet its intent. The City Council, as Idaho Falls Municipal Corporation's legislative body and the decision

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CITY OF IDAHO FALLS

public comment submitted for the August 2, 2016 Planning and Zoning Public Hearing. Those public hearing comments are submitted a second time as an addendum to this document.

At this time the City has declined all our attempts to address transfer of electrical service from Rocky Mountain Power to Idaho Falls Power. Failure by the City Council to address the above point prior to completion of the annexation process places PCE residents in a high-risk position of decreased property value if the electrical services transfer process cannot be completed. This would be considered a significant negative landowner economic impact. The value of our property will decrease when the purchaser is forced to use a higher cost electric service provider.

The second unique aspect of the proposed annexation is the grandfathering of current zoning requirements, in conjunction with a written agreement that the city will not impose requirements for streetlights, sidewalks, and other systems required by city code in other neighborhoods. We have verbal agreement from the Community Development Services Director that grandfathering of current zoning and relief from City code requirements will be included in the "Reasoned Statement" provided for City Council review. However, at this point we have not seen a draft of the "Reasoned Statement" and are unable to comment on the proposed strategy.

Once again we believe we have developed solutions to the requests we have made and we look forward to meeting with you to resolve any outstanding issues quickly and harmoniously.

Annexation Timing: PCE residents have had approximately 18 weeks to educate themselves on a complex annexation process that the City spent over 18 months developing. Earlier notification of PCE property owners could have provided adequate time to address the complex issues identified during the process. At present there does not appear to be a pressing need or imposing deadline that requires immediate action. The City of Idaho Falls Comprehensive Plan specifically includes a plan for transition areas (pg. 30), identifying specific implementation strategies for residential areas. The first element of that strategy is:

"#1. Work with the residents of neighborhoods to develop a plan for their neighborhood."

Prestwich Country Estates landowners have not been included in the development of a plan for the annexation of their neighborhood. Now is an appropriate time for PCE residents or their designees to meet with the City Council, the Idaho Falls Municipal Corporation's legislative body and the decision makers regarding annexation.

Thank you for your consideration of our request for a recess and the opportunity to have future meetings with the City Council to resolve the aforementioned issues.

COMMUNITY DEVELOPMENT SERVICES

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

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

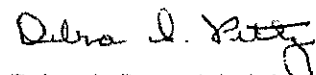


July 26, 2016

Re: Submittal of Public Comments for Prestwich Estates Public Hearing 8-2-16

On July 26, 2016, at 2:20 PM, Mr. Lance Peterson, submitted public comments for Prestwich Estates. These comments will be included in the materials provided to the Planning Commission for the August 2, 2016, regular meeting.

Sincerely,



Debra A. Petty, Administrative Assistant
Community Development Services

PLANNING AND ZONING COMMISSION OF IDAHO FALLS
PUBLIC HEARING, AUGUST 2, 2016

A SUBMISSION OF PUBLIC COMMENT REGARDING PROJECT ANNX16-013: ANNEXATION/INITIAL ZONING OF R-1 (RESIDENTIAL-SINGLE-FAMILY) A 23-LOT COUNTY SUBDIVISION (PRESTWICH COUNTRY ESTATES).

Requesting that the Planning and Zoning Commission of Idaho Falls recess the said Project to a future date to allow resolution of errors, omissions, and conflicting information contained in public documents presented by the City of Idaho Falls to the residents of said County subdivision.

The property owners of Prestwich Country Estates (PCE) respectfully request that the Planning and Zoning Commission recess review and decision-making on the annexation Project ANNX16-013: ANNEXATION/INITIAL ZONING OF R-1 (RESIDENTIAL-SINGLE-FAMILY) A 23-LOT COUNTY SUBDIVISION.

We request that the Commission make no recommendations to the City Council about annexation at this time, thus allowing PCE residents and the City the time necessary to address and resolve concerns enumerated in the Supporting Information portion of this Public Comment testimony.

We request this recess to provide an opportunity for the City planning division personnel, the property owners, and others, as necessary, to meet to resolve questions regarding errors, omissions, and conflicts in letters the City has sent to PCE residents.

The proposed recess provides time for the City to justify its position that annexation and transfer of electrical service are to be decoupled, and that transfer of electrical services is the responsibility of the PCE residents. Statutes referenced in Supporting Information indicate the decoupling may not be necessary, and that transfers of service are normally the purview of electrical service suppliers, not individuals. Our Supporting Information shows that the City may have the procedural means for transfer of electrical service as part of annexation. A recess would allow the city time to discuss and clarify the PCE residents' role in the annexation and transfer of electrical service processes and PCE residents' cost depending on the timing of the annexation relative to the transfer of electrical service.

If the City unilaterally and intentionally leaves transfer of electrical service until after annexation PCE residents' costs associated with annexation may significantly increase. In addition, post-annexation transfer of electrical service may not be successful, leaving PCE residents as an enclave within the City limits served by a power company other than Idaho Falls Power. Such an outcome leads to reduced property values and economic hardship for PCE residents, a situation that should be evaluated carefully in light of Appendix C in the Comprehensive Plan. (see Exhibit A, City of Idaho Falls Comprehensive Plan - December 2013, Appendix C, page 92, item 4).

PCE residents believe the Supporting Information herein provided demonstrates that the City should not be considering annexation until it can provide all municipal services (as indicated in the legislative intent of I.D. 50-222), including electrical service, to PCE residents. As such, the City must deal with the current distribution rights of Rocky Mountain Power in accord with ESSA (Electric Supplier Stabilization Act, I.C. 61-333 to 61-

Supporting Information

PCE residents respectfully submit this supporting information to facilitate further discussion with the City to address and resolve a number of issues. We have organized the information into three (3) areas, Community Involvement, Transfer of Electrical Services – Procedure, and Transfer of Electrical Services - Cost.

Section 1: COMMUNITY INVOLVEMENT

PCE residents would like to point out two (2) errors and one (1) omission in the material the City has provided.

- 1) The City, in their letter dated June 7, 2016 provided an inaccurate calculation of electrical utility power costs resulting from a transfer of service from Rocky Mountain Power to Idaho Falls Power. The City offered to correct the calculation in their letter dated July 13, 2016 but limited time between receipt of this letter (July 16, 2016) and receipt of the Notice of Public Hearing (July 18, 2016) may have prevented PCE residents from pursuing this option.
- 2) The City, in their letter dated July 13, 2016, provided invalid contact information (email address) for PCE residents to obtain electrical service transfer information from Rocky Mountain Power.
- 3) The City, in an undated letter received by PCE residents on July 18, 2016, provided a NOTICE OF PUBLIC HEARING to be held on Tuesday, August 2, 2016 at 7:00 p.m. regarding PROJECT ANNX16-013: ANNEXATION/INITIAL ZONING OF R-1 (RESIDENTIAL-SINGLE-FAMILY) A 23-LOT COUNTY SUBDIVISION.

Discussion

The error in calculation of the benefits of transitioning electrical power to Idaho Falls Power is a simple one and the City has offered to recalculate the benefit. PCE residents just need more time to respond to the City's offer. Likewise, the correction of the email address is straightforward but delay in getting this corrected means that PCE residents need more time to get information from Rocky Mountain Power.

The letter referenced in item three (3) indicated, that "A copy of the above application and applicable plan is maintained on file in the Planning Department, City Hall Annex, 380 Constitution Way, Idaho Falls, and may be reviewed by interested individuals during regular business hours." A copy of this application was not available when requested on July 19 and again on July 22 by an interested individual. The city could clarify what document should have been referenced.

At the Neighborhood Meeting of June 27, the City mentioned that, upon annexation, the PCE neighborhood would be exempt from installing streetlights, sidewalks, and other features of many Idaho Falls neighborhoods. Some PCE property owners have chickens and goats on their property now and the City stated they could maintain these holdings with 'continuous use.' PCE residents request that all grandfathered conditions of annexation be provided to each resident in a written agreement so that unforeseen costs to make changes to the neighborhood do not occur and do not reduce property value in the future (see Exhibit A, City of Idaho Falls Comprehensive Plan - December 2013, Transition Areas, page 30 - 32.)

one of the parties notifies the other, not less than Sixty (60) days prior to the end of the initial, or renewal term of the intent not to renew."

- c) Because Prestwich Country Estates is not a service entrance within the boundaries of the city, section 5.3 of the Idaho Falls Agreement provides the applicable guidance for transfer of customers from Rocky Mountain Power to Idaho Falls Power. This section only requires "mutual consent of the consumer."
 - d) Section 6 of the Idaho Falls Agreement provides guidance applicable to annexations. Specifically it states "if the city elects to provide service to any customer within the annexed area, the city shall provide Electric Service to all customers within the annexed area and shall, prior to such service, make payment . . . of just compensation in accordance with Section 7 hereof."
- 3) Recent Transfer of Electrical Service Under the Idaho Falls Agreement
- a) The City most recently used the Idaho Falls Agreement on April 1, 2016 (see Exhibit C) to transfer power supply services for Fielding Cemetery from Rocky Mountain Power to Idaho Falls Power.
 - b) The City followed the terms of the Idaho Falls Agreement in negotiation and payment of just compensation in the amount of \$49,321.61 to Rocky Mountain Power. The payment included: Infrastructure Compensation of \$25,056; Revenue Reimbursement (12 months usage at 167%) of \$21,765.61; Legal/Transaction Fees of \$2,500.00.
- 4) City Code 8-5-28: Transfer From Other Utility
- a) City Code 8-5-28 states that persons requesting transfer of service from another utility may be subject to a City imposed charge or fee equal to "one-half (1/2) of any transfer charge, fee or expense which is paid or which may be paid by the City to the other electric supplier as a direct result of such person's transfer to the City electric facilities; **provided, however, no charge shall be imposed or collected from the new customer by reason of the purchase from the other electric supplier by the City of any transmission lines, equipment, or other facilities used by the transferring customer;**"

Discussion

The transfer of electrical service provider process is very complex and the City has not provided any background information or discussion on any of the points raised above. From the perspective of PCE residents there is a significant risk that our property values will decrease if Rocky Mountain Power and the City cannot reach agreement (per ESSA requirement, see item 1c above) on equitable compensation for the transfer.

PCE residents asked City representatives at the June 27, 2016 Neighborhood Meeting if the Idaho Falls Agreement was still in effect. The City's response was "Rocky Mountain Power probably considers it terminated because we have asked for changes to the agreement." This response is ambiguous at best. Because the Idaho Falls Agreement was used to complete a transfer of service as recently as April, 2016, we believe it is still in effect until such time as we are provided written information to the contrary.

Section 3: TRANSFER OF ELECTRICAL SERVICES - COST

At present PCE residents have not been given a clear picture of the nature of their costs should the City elect or the county residents request to transfer electrical services from Rocky Mountain Power to Idaho Falls Power. PCE residents understand the relationship between the two electric suppliers is complex regarding transfer of customers.

It is specifically understood by PCE residents that explicit dollar values cannot be obtained at this time. However, the City does have a recent experience that would support a discussion on transfer of services costs with PCE residents.

PCE residents have identified four (4) areas where the city could provide additional clarifying information.

- 1) The City most recently used the Idaho Falls Agreement on April 1, 2016 (see Exhibit C) to transfer power supply services for Fielding Cemetery from Rocky Mountain Power to Idaho Falls Power.
 - a) As a result of this recent transaction the City has knowledge that a transfer of electrical service from Rocky Mountain Power to Idaho Falls Power includes Infrastructure Compensation, Revenue Reimbursement, and Legal/Transaction Fees. The City could clarify which portion of their costs may be assessed as a fee, if any, to PCE residents.
 - b) The 18 month consumption Revenue Reimbursement fee identified by the City in the July 13, 2016 letter appears to conflict with the recent 167% of 12 month consumption Revenue Reimbursement fee set in the Fielding Cemetery transfer of service transaction.
- 2) The City's language in the July 13, 2016 letter states clearly that PCE residents could be responsible for one-half (1/2) or more of the "buyout" cost, including infrastructure. This statement appears to conflict with City Code 8-5-28 cited above, which clearly states infrastructure costs are NOT paid by the customer.
- 3) PCE residents, at the Neighborhood Meeting conducted by the City on June 27, noted that many residents are retired living on fixed income and others are young families just starting out. We noted that the financial burden of unknown and potentially significant electrical service transfer fees on top of a significant increase (almost double) in Property Tax would seriously impact PCE residents economically.
- 4) PCE residents of Bonneville County are aware that in cases of annexation, the City may grant a waiver of fees pursuant to City Code 8-5-31 which states "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."

Discussion

PCE residents believe that determination of the city's stance regarding a waiver of fees in this particular case and the lack of clarity in identifying the details of electrical services transfer warrant a recess in the Planning and Zoning consideration of annexation. **The City could clarify the actions they might consider to address each of the above points.**

PCE residents look forward to meaningful discussion on the points raised in this Supporting Information.

EXHIBIT # B

IDAHO FALLS ALLOCATION AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of August, 2005, by and between PacifiCorp, doing business as Utah Power & Light Company ("PacifiCorp") and the City of Idaho Falls ("City"). In this Agreement, PacifiCorp and City may be referred to individually as a "Party" and collectively as "Parties."

RECITALS

1. City owns and operates an electric power system, and in addition to providing electric service to customers within the boundaries of the City, it presently provides electric service to a number of customers outside the municipal boundaries of the City.
2. PacifiCorp operates as an electric corporation and public utility in the state of Idaho, and in addition to serving customers in the area surrounding Idaho Falls, it presently provides electric service to one or more customers located within the boundaries of the City.
3. PacifiCorp and the City desire to enter into an agreement, in accordance with Idaho Code § 61-333, to reduce duplication of service and promote stability in their respective service areas.

AGREEMENT

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth in this section.
 - 1.1 "Existing Customer" shall mean a customer that, as of the date of this Agreement, has a service entrance through which it receives Electric Service from PacifiCorp or the City as the case may be.
 - 1.2 "Service Entrance," "Consumer," "Electric Service," and "New Service Entrance" shall have the meanings set forth in Idaho Code § 61-332A.
2. The Existing Customer(s) of the City located outside the municipal boundaries of the City will continue to be served by the City, subject to Section 5.
3. The Existing Customer(s) of PacifiCorp located within the municipal boundaries of the City will continue to be served by PacifiCorp, subject to Sections 5 and 6.

IDAHO FALLS ALLOCATION AGREEMENT 1

the distribution facilities. The Parties agree that such just compensation shall be determined in accordance with the following.

- (a) The Acquiring Utility will pay the other utility an amount equal to 167% of the total of the respective customer's electric bills from the prior twelve months.
- (b) The Acquiring Utility will purchase, if no longer needed by the other utility and required for new service, poles, wires, cross arms, insulators, guys and other facilities. The purchase price for such items will be based on the current price levels, adjusted for age and service ability.

Provided, however, that if circumstances exist such that the foregoing cannot reasonably be applied to provide just compensation, the Parties will negotiate in good faith to arrive at a determination of such just compensation.

- 8. Term. This Agreement is subject to, and shall become effective only upon approval by the Commission. The duration of this Agreement shall be for Ten (10) years; provided, however, that this Agreement shall be extended automatically for successive periods of Ten (10) years upon the same terms and conditions set forth in this Agreement, unless one of the Parties notifies the other, not less than Sixty (60) days prior to the end of the initial, or renewal term of the intent not to renew the Agreement.
- 9. Breach; Non-Waiver. If either Party breaches any provision of this Agreement, the other Party shall have the right to terminate the Agreement, at its sole option, and/or pursue its remedies at law or equity. No waiver of any breach of this Agreement shall constitute a waiver of any other or subsequent breach. If any action is brought to enforce this Agreement or any provision thereof, to rescind the same, to collect damages for an alleged breach or for declaratory judgment there under, the prevailing Party in such action shall be entitled to reasonable attorney's fees.
- 10. Integration. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and shall supersede that certain Idaho Falls Allocation Agreement dated May 27, 2005.

EXHIBIT # C**Idaho PUC approves sale of Idaho Falls service territory**

Published on April 07, 2016 by Daily Energy Insider Reports

The Idaho Public Utilities Commission approved the sale of a section of Idaho Falls service territory from Rocky Mountain Power to Idaho Falls Power, the City of Idaho Falls municipal utility, on Friday.

Rocky Mountain Power and Idaho Falls Power signed a joint agreement for the transfer of the Fielding Cemetery service area at 4800 S. Yellowstone Highway to the City of Idaho Falls for approximately \$50,000. The sale includes established infrastructure in the area, including electric poles, conductors and conduits.

The agreement is in compliance with the Electric Supplier Stabilization Act (ESSA), an Idaho Falls regulation that promotes collaboration between Rocky Mountain Power and Idaho Falls Power, because the companies service much of the same region. The ESSA attempts to keep peace in the area by prohibiting customer pirating and the duplication of electric facilities.

Rocky Mountain Power's service areas border the City of Idaho Falls. To further minimize duplication, Idaho Falls initiated the Idaho Falls Allocation Agreement in 2005, which allows for transfer of service areas and customers but discourages duplication.

Excerpt from:

<https://dailyenergyinsider.com/policy-and-regulation/253-idaho-puc-approves-sale-idaho-falls-service-territory/>

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

Question 1: Do you agree with the City of Idaho Falls proposed annexation of Prestwich Country Estates?

A **YES** answer indicates you agree with the annexation process as currently outlined by the City of Idaho Falls.

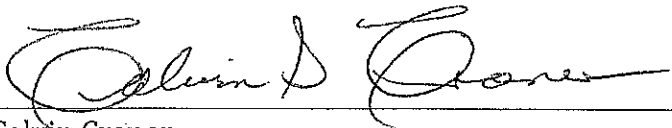
A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐

NO ☒

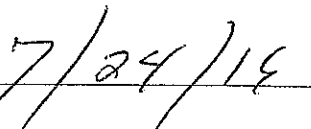
I hereby grant my proxy to Del Roberts and Lance Peterson to represent me at any annexation proceedings, meetings, negotiations, or any other activities related to annexation of Prestwich Country Estates or transfer of electrical service supplier.

Signature, Owner

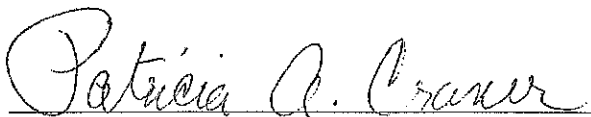


Calvin Craner
3268 S Merlin Drive
Idaho Falls, ID 83404

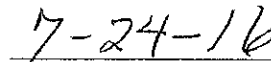
Date



Signature, Spouse



Date



PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

Question 1: Do you agree with the City of Idaho Falls proposed annexation of Prestwich Country Estates?

A **YES** answer indicates you agree with the annexation process as currently outlined by the City of Idaho Falls.

A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐

NO ☒

I hereby grant my proxy to Del Roberts and Lance Peterson to represent me at any annexation proceedings, meetings, negotiations, or any other activities related to annexation of Prestwich Country Estates or transfer of electrical service supplier.

Signature

Michael Kern
Michael Kern
3267 S Merlin Drive
Idaho Falls, ID 83404

07-25-2016
Date

Signature, Spouse

Roberta M Kern
3267 Merlin Dr
Roberta M Kern

7/25/16
Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

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A **YES** answer indicates you agree with the annexation process as currently outlined by the City of Idaho Falls.

A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐NO ☒

I hereby grant my proxy to Del Roberts and Lance Peterson to represent me at any annexation proceedings, meetings, negotiations, or any other activities related to annexation of Prestwich Country Estates or transfer of electrical service supplier.

Signature

Trudy T. Roberts
Trudy Roberts
3232 S Merlin Drive
Idaho Falls, ID 83404

July 25, 2016
Date

Signature, Spouse

Delvin W. Roberts

July 25, 2016
Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

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A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐

NO ☒

I hereby grant my proxy to Del Roberts and Lance Peterson to represent me at any annexation proceedings, meetings, negotiations, or any other activities related to annexation of Prestwich Country Estates or transfer of electrical service supplier.

Signature

Brian Kremer

Brian Kremer
3231 S Merlin Drive
Idaho Falls, ID 83404

7/25/2016
Date

Signature, Spouse

NA

Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

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A **YES** answer indicates you agree with the annexation process as currently outlined by the City of Idaho Falls.

A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐

NO ☒

I hereby grant my proxy to Del Roberts and Lance Peterson to represent me at any annexation proceedings, meetings, negotiations, or any other activities related to annexation of Prestwich Country Estates or transfer of electrical service supplier.

Signature



Charles Howell
3205 S Merlin Drive
Idaho Falls, ID 83404

July 25, 2016
Date

Signature, Spouse

Date

PRESTWICH COUNTRY ESTATE RESIDENT'S**Signature Page**

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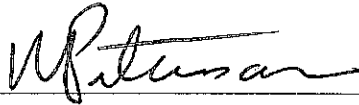
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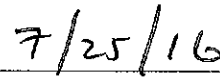
YES ☐NO ☒

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Signature

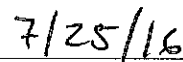
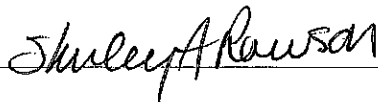


Lance Peterson
3202 S Merlin Drive
Idaho Falls, ID 83404



Date

Signature, Spouse



Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

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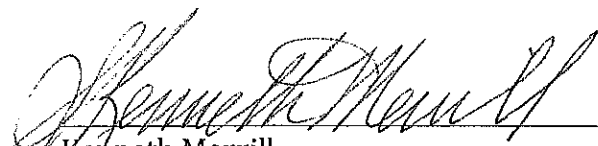
A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐

NO ☒

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Signature

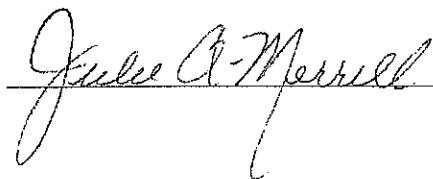


Kenneth Merrill
3170 S Merlin Drive
Idaho Falls, ID 83404

24 July 2016

Date

Signature, Spouse



July 24, 2016

Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

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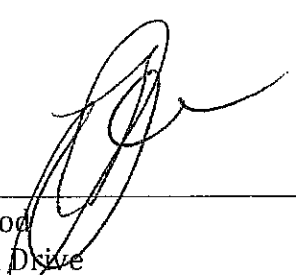
A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐

NO ☒

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Signature



Theodore Wood
3101 S Merlin Drive
Idaho Falls, ID 83404

7/25/16
Date

Signature, Spouse



K. Alicia Wood

7/25/2016
Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

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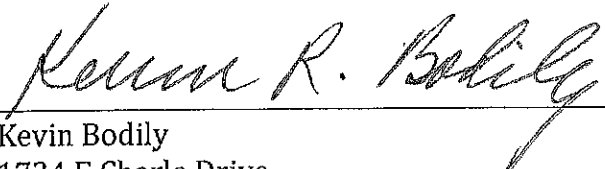
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YES ☐

NO ☒


I hereby grant my proxy to Del Roberts and Lance Peterson to represent me at any annexation proceedings, meetings, negotiations, or any other activities related to annexation of Prestwich Country Estates or transfer of electrical service supplier.

Signature



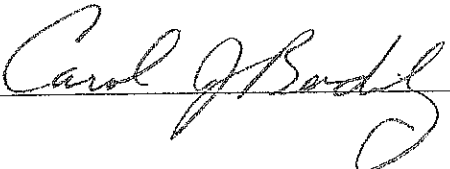
Kevin Bodily

1724 E Charla Drive
Idaho Falls, ID 83404

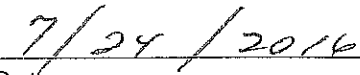


Date

Signature, Spouse



Carol J. Bodily



Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

Question 1: Do you agree with the City of Idaho Falls proposed annexation of Prestwich Country Estates?

A **YES** answer indicates you agree with the annexation process as currently outlined by the City of Idaho Falls.

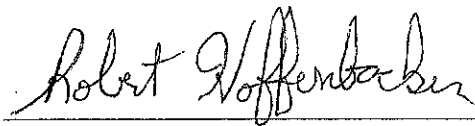
A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐

NO ☒

I hereby grant my proxy to Del Roberts and Lance Peterson to represent me at any annexation proceedings, meetings, negotiations, or any other activities related to annexation of Prestwich Country Estates or transfer of electrical service supplier.

Signature



Robert Hoffenbacher
1762 E Charla Drive
Idaho Falls, ID 83404

25 July 2016
Date

Signature, Spouse



July 25, 2016
Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

Question 1: Do you agree with the City of Idaho Falls proposed annexation of Prestwich Country Estates?

A **YES** answer indicates you agree with the annexation process as currently outlined by the City of Idaho Falls.

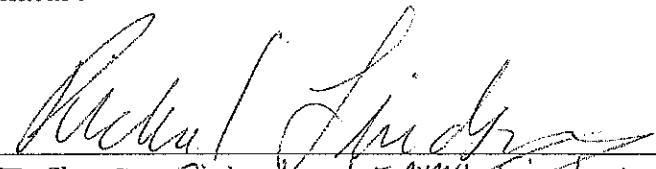
A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐

NO ☒

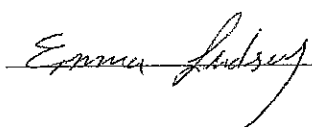
I hereby grant my proxy to Del Roberts and Lance Peterson to represent me at any annexation proceedings, meetings, negotiations, or any other activities related to annexation of Prestwich Country Estates or transfer of electrical service supplier.

Signature


~~Richard and Emma Lindsey~~ Richard and Emma Lindsey
3266 S Nina Drive
Idaho Falls, ID 83404

7/26/16
Date

Signature, Spouse


Emma Lindsey

7-26-16
Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

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A **YES** answer indicates you agree with the annexation process as currently outlined by the City of Idaho Falls.

A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐

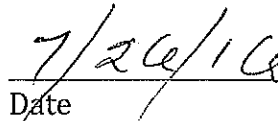
NO ☒

I hereby grant my proxy to Del Roberts and Lance Peterson to represent me at any annexation proceedings, meetings, negotiations, or any other activities related to annexation of Prestwich Country Estates or transfer of electrical service supplier.

Signature

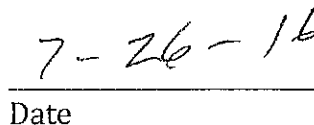
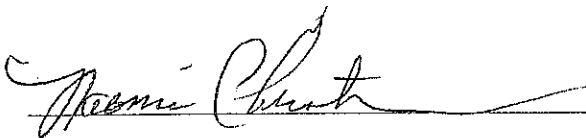


Val Christensen
3265 S Nina Drive
Idaho Falls, ID 83404



Date

Signature, Spouse



Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

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A **YES** answer indicates you agree with the annexation process as currently outlined by the City of Idaho Falls.

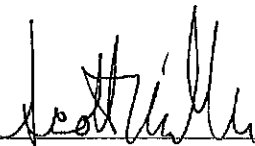
A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐

NO ☒

I hereby grant my proxy to Del Roberts and Lance Peterson to represent me at any annexation proceedings, meetings, negotiations, or any other activities related to annexation of Prestwich Country Estates or transfer of electrical service supplier.

Signature

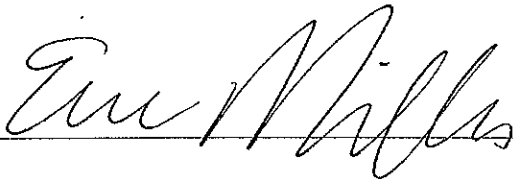


Scott Miller
3233 S Nina Drive
Idaho Falls, ID 83404

07-25-2016

Date

Signature, Spouse



7-25-16

Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

Question 1: Do you agree with the City of Idaho Falls proposed annexation of Prestwich Country Estates?

A **YES** answer indicates you agree with the annexation process as currently outlined by the City of Idaho Falls.

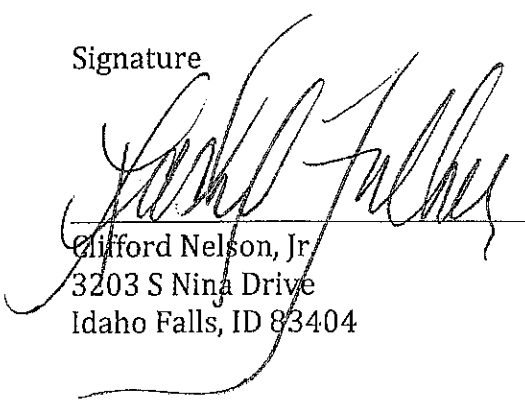
A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐

NO ☒

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Signature


Clifford Nelson, Jr.
3203 S Nina Drive
Idaho Falls, ID 83404

Date

7/23/2016

Signature, Spouse

Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

Question 1: Do you agree with the City of Idaho Falls proposed annexation of Prestwich Country Estates?

A **YES** answer indicates you agree with the annexation process as currently outlined by the City of Idaho Falls.

A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐

NO ☒

I hereby grant my proxy to Del Roberts and Lance Peterson to represent me at any annexation proceedings, meetings, negotiations, or any other activities related to annexation of Prestwich Country Estates or transfer of electrical service supplier.

Signature

by Beth Meyer
Mitchell K Meyer

Mitchell Meyer
3200 S Nina Drive
Idaho Falls, ID 83404

7-25-16
Date

Signature, Spouse

Beth Meyer

7-25-16
Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

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A **YES** answer indicates you agree with the annexation process as currently outlined by the City of Idaho Falls.


A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐

NO ☒

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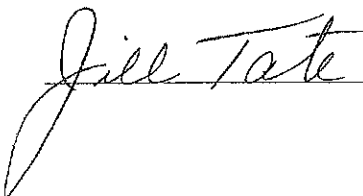
Signature



Randall Tate
3169 S Nina Drive
Idaho Falls, ID 83404

7/25/16
Date

Signature, Spouse



July 25, 2016
Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

Question 1: Do you agree with the City of Idaho Falls proposed annexation of Prestwich Country Estates?

A **YES** answer indicates you agree with the annexation process as currently outlined by the City of Idaho Falls.


A **NO** answer indicates that you do not agree with the annexation process as currently outlined by the City of Idaho Falls.

YES ☐

NO ☒


I hereby grant my proxy to Del Roberts and Lance Peterson to represent me at any annexation proceedings, meetings, negotiations, or any other activities related to annexation of Prestwich Country Estates or transfer of electrical service supplier.

Signature


Randy Matthews
3135 S Nina Drive
Idaho Falls, ID 83404

7-24-2016
Date

Signature, Spouse



7-24-2016
Date

PRESTWICH COUNTRY ESTATE RESIDENT'S

Signature Page

Question 1: Do you agree with the City of Idaho Falls proposed annexation of Prestwich Country Estates?

A **YES** answer indicates you agree with the annexation process as currently outlined by the City of Idaho Falls.

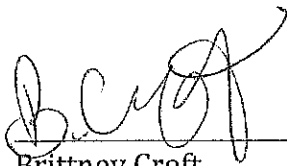
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YES ☐

NO ☒

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Signature

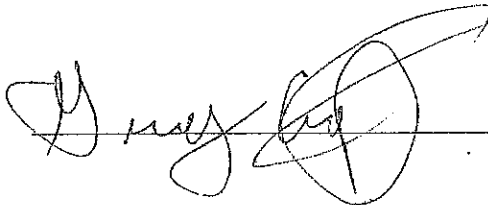


Brittney Croft
3104 S Nina Drive
Idaho Falls, ID 83404

Date

7/24/16

Signature, Spouse



Date

7-24-16



Planning Commission Minutes
August 2, 2016
City Annex Council Chambers

MEMBERS PRESENT: Commissioners, Brent Dixon, Joanne Denney, George Swaney, Julie Foster, Margaret Wimborne.

MEMBERS ABSENT: George Morrison, Darren Josephson, Natalie Black

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

WORK SESSION: They did not have a quorum to start the work session. The Commissioners read letters that were recently received, that were not in the packets, for the upcoming hearings.

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

Minutes: None.

Public Hearings:

1. ANNEXATION/INITIAL 16-013. Annexation of R-1 (Residential Single-Family) Zone. Prestwich Country Estates. Cramer presented the staff report, a part of the record. Wimborne asked about the need for an agreement for individual property owners addressing the issue of sidewalks, goats, etc. Cramer stated that the City has no objection to inventorying what is currently in place and what will legally exist, and if there needs to be an agreement that states they will not be required to build more infrastructure, the City is happy to sit down and talk about the agreement. Dixon asked if other Cities in Idaho have municipal electric utilities. Cramer stated it is unusual. Dixon asked and Cramer confirmed that the continuing current uses would apply if someone sells their home. Dixon asked how long the use can lapse and still be resumed. Cramer stated it is typically one year. Dixon asked if the cul-de-sacs are large enough for City plows. Cramer stated they require a 90' radius. Dixon stated that Title 50-222-5(b)(3), it states that it is required that the City prepare and publish a written annexation plan, that includes (a, b, c, d, e) that is to be included. Cramer stated that the City has not prepared an annexation plan as it is only required for category B and C annexations. Cramer stated that they modeled how they approached answering the questions after an annexation plan. Wimborne clarified that Idaho Falls Power cannot get involved until the property is annexed, and Rocky Mountain Power is not willing to layout the buyout scenario until the property is annexed, but there is no risk that the residents would lose power. Cramer stated that if Rocky Mountain stopped serving them, then Idaho Falls Power would be willing to serve them. Cramer stated that the concern is Rocky Mountain Power's rates are higher, so if they are annexed and power is not converted now you have higher taxes and higher utility rates. Wimborne stated that the other issue is the cost of the

buyout. Cramer stated that the residents would bear up to 50% of the buyout. Cramer added that the City is annexing these parcels for the efficiency and provision of services and equity in provisions of the services. Cramer added that anything happening in this subdivision currently has to be serviced by different providers, including Sheriff's office, Fire District and different utility. Cramer stated that the roads, and parks surrounding the area are financed by City tax dollars. Dixon referenced the letter that showed the cost of the transfer for Fielding Memorial Cemetery and the transfer costs included: Infrastructure Compensation, Revenue Reimbursement, and legal/transaction fees. Dixon asked which categories the residents would have to pay. Cramer stated that they would have to pay infrastructure and revenue compensation, but is unsure on the legal/transaction fees. Dixon asked and Cramer confirmed that the buyout with Fielding Memorial happened after the City told Rocky Mountain Power they were not interested in renewing the agreement at the end of the expiration. Dixon stated that it appears that the City and Rocky Mountain are generally working together with the same terms, even though there is not a legal agreement in force currently. Cramer agreed that in that case yes, they did work together.

Dixon opened the public hearing.

The City is the Applicant for this hearing.

Support:

Joyce Pole, 1710 Delmar, Idaho Falls, Idaho. Pole stated that she submitted a letter in support of the application. Pole stated that her concern is with the issue of open fire in the county. Pole stated that on at least 3 occasions they have had to call the fire department because of open fires in the back yard adjacent to her yard, that created a lot of smoke in her house. Pole asked if the annexation is not approved is there a way to have open fires disallowed due to the proximity to the residential city neighborhoods. Dixon stated that he is unaware of any statute. Dixon added that the area is governed under the County Ordinances and provisions.

Opposition:

Delwin W. Roberts, 3232 Merlin, Idaho Falls, Idaho. Roberts stated that they have considered as a community, the prospects of joining the City. Roberts stated that the problem is there are unanswered questions and the need for consideration of the issues before they can give people the advice and answers they need to make a well- founded decision. Roberts stated that a good reading of the Statute on part (A) also incorporates the same doctrinal basis and same planning ordinances that are set forth prior to section 50-222. Roberts stated that those sections all require that there is consideration of services. Roberts stated that the same procedures in (B) are reflected in (A) if you look at the entire statute as a whole. Roberts stated that services are what drives this whole issue. Roberts stated that Randy (City Attorney) told him, based on a Northern Idaho case, that the prompting of moving into an annexation process triggers certain things. Roberts stated that his position is that the annexation puts the City in a bad situation vis a vis Rocky Mountain Power because when you pursue annexation, you take the public trust easements over which Rocky Mountain Power is delivering their services to the Community. Roberts stated that it is an interesting conflict. Roberts stated that the problem in the process is that in the past there has been an agreement with Rocky Mountain Power, so the City and residents could rely on that agreement. Roberts stated that they don't feel comfortable as a

community being put in the situation to depend on the good nature of Rocky Mountain Power with regard to the valuation of the equipment, etc. Roberts stated that his subdivision wants the time to make the arrangements in advance of moving forward with the dealings with the City, so they can level the playing field with Rocky Mountain Power. Roberts stated that the subdivision would like to have the matter tabled until they are able to deal with the situation of Rocky Mountain Power. Roberts stated that if the subdivision is brought into the City, but forced economically to stay with Rocky Mountain Power, it will be a significant problem in the valuation of their property. Roberts stated that this subdivision went through the same process in 2003 and the power problem has always been the driving force. Roberts stated that this subdivision does not want to be in between the fight between the City and Rocky Mountain Power. Roberts stated that at the time of the Agreement with Prestwich County Estates, the only thing the City did in terms of water was to provide the main line. Roberts stated that the City has no distribution rights beyond the main line into the subdivision. Roberts stated that they need to negotiate how water will be handled and how much the City will take care of, and how much the residents will be responsible for. Roberts summarized that the residents need to sit down and negotiate the issues with all interested parties, including Rocky Mountain Power. Roberts stated that they discussed with staff that one of the provisions of annexation would be that if the residents had difficulties in working things out with Rocky Mountain Power, the residents could get something in writing from Rocky Mountain Power and if necessary could invoke a request for mediation on the issues and could invoke the PUC to deal with the issues. Roberts stated that the Planning and Zoning Statute has a mediation provision that could apply to resolve the issues with all interested parties. Roberts apologized about the smoke problem and stated that the neighborhood does not condone outlandish fires. Roberts asked for the time to work out the problems so they can make the transition to City as economically soft as possible. Roberts stated that if you look at the cost of Fielding Memorial Cemetery, Rocky Mountain Power got \$49,000.00 for some poles and transformers. Roberts wants to be in the position to go to Rocky Mountain Power and explain that they've amortized the property already. Roberts stated that if they apply the same kind of valuation to the subdivision, based on what they did with Fielding Memorial Cemetery, they are looking at \$100,000.00 and the City is looking at \$100,000.00 to Rocky Mountain Power, which will eat up 2 years of the subdivision tax base. Roberts stated it would take people in the subdivision 15-20 years to amortize out the amount of money needed to buy out Rocky Mountain Power. Roberts stated again the request to table the process. Swaney stated that they have expressed an interest in negotiating with Rocky Mountain Power, but the last time this was before the Commission in 2003. Swaney asked how many times they have met with Rocky Mountain Power about the future of the subdivision since 2003. Roberts stated they have not met with them. Roberts stated that in 2003 there was discussions with Rocky Mountain Power and that was the major reason that the residents were opposed was because the amount of money involved in the buyout was substantial. Dixon stated that in 2003 they got to a hearing and things stalled out. Dixon asked if there was an estimated cost for the buyout in 2003. Dixon indicated that in the staff notes there are signed statements from 18 of the 23 residence stating that Roberts is their spokesman. Dixon asked how Roberts feels about the proposed zone of R-1. Roberts indicated that R-1 is not a problem. Roberts indicated that non-conforming uses should be in writing and that has been addressed by staff.

Patricia Craner, 3268 Merlin, Idaho Falls, Idaho. Craner has been a resident since 1987. Craner stated she remembers in 2003 that Rocky Mountain talked to the residents about the fact

that they'd have to pay 16 months of electric bills as well as buyout of the infrastructure. Craner brought up the cost analysis that was sent to the residents in the subdivision. Craner voiced concern over the contents of the cost analysis as being inaccurate. Cramer stated that he would clarify the cost analysis. Dixon indicated that the cost estimate was not included in the staff report. Craner stated that she is concerned that the City is stating that they will not make them put in sidewalks, but that statement is not in writing. Swaney stated that the purpose of the presentation and the public hearing is to put on the public record, what the City's commitments are and the City committed that there will not be any requirement to change the existing uses. Dixon stated that he believes on an individual basis there may be some items that need to be grandfathered, such as goats. Dixon asked staff to make a copy of the cost analysis that Craner had so the Commissioners could have the document in front of them to discuss.

Scott Miller, 3233 Nina, Idaho Falls, Idaho. Miller stated that he moved to the subdivision because it was in the County and that was important to them. Miller stated that he understands that the City wants to create revenue.

Jayson Wood, 3101 Merlin, Idaho Falls, Idaho. Wood stated he is opposed to the annexation. Wood stated that he wants to place on the record that he owns goats. Wood stated they bought in that subdivision because it was in the County. Wood agreed with Roberts comments. Wood stated he would like additional time to negotiate with Rocky Mountain Power to reach a mutually beneficial resolution between all parties involved. Wood stated that the City is exposed to issues in this as well. Wood stated that any resolution that is reached voluntarily will be better. Wood suggested the City come and participate in the negotiations between the residents and Rocky Mountain Power. Wood stated there are questions raised under the US Constitution 42 USC Section 1983 regarding regulatory takings, regarding substantive and procedural due process issues, as well as equal protection issues. Wood again asked the City to step back and work things out.

Alecia Wood, 3101 Merlin, Idaho Falls, Idaho. Wood stated that the letter from Sam and Joyce Pole and the accusations therein, should have to be proven. Wood stated that one statement in the letter that was quoted came from her and it is inaccurate.

Newel Richardson, 2088 E 49th South, Idaho Falls, Idaho. Richardson thanked the Commissioners for their service. Richardson stated that he submitted a letter to the City. Richardson stated they are strongly opposed to a high density zone in the place designated. Dixon stopped Richardson and corrected him. (Richardson was wanting to testify on Sandpoint.)

Applicant:

Dixon asked Cramer to explain the cost estimate and explain why the Commissioners did not have it before. Cramer stated that prior to the neighborhood meeting, staff looked at existing costs for taxes, water rates, sewer rates, electrical rates as they stand today and what the rates would be if the property was annexed. Cramer stated that a cost estimate was sent for each parcel. Cramer stated that it was mistakenly left out of the packet. Cramer stated that the power numbers were taken based on an average kilowatt hour that a City resident uses in a year. Cramer stated that it was based on Idaho Falls Power's numbers and looked at the residential customers and took the average kilowatt hours of what they used. Cramer stated that they could not specifically estimate the actual cost because they have no right or ability to contact Rocky

Mountain Power and ask for utility bills. Cramer stated that Idaho Falls Power has created a tool that any resident can use and enter their information to see what the real cost would be. Dixon asked about the City and County sewer fees. Cramer stated that it's just a label. Cramer stated that to be clear on what they were comparing they could not say annual city sewer fee for both spots, so to clarify they labeled the current city rate (for county residents) as County sewer/water. Dixon clarified that County residents are paying a different rate than City residents. Cramer stated that County residents on City water are paying double what a City resident pays and sewer is a minimal increase. Dixon asked which part of the cost estimate was based on the individual properties. Cramer stated that everything is based on the individual property except power. Cramer stated that they went to the County tax records and looked up what they are paying today, calculated the new levies, took out supplemental items, such as the library, and came up with the number listed on the cost estimate. Swaney stated that a concern appears to be who is going to negotiate with Rocky Mountain Power the potential transfer of services. Swaney stated that the negotiation would be solely between the City of Idaho Falls, if the annexation occurs and Rocky Mountain Power. Cramer stated that the most recent communication from Rocky Mountain Power is that once the property is annexed they would like for the neighborhood to contact the City, the City would then submit the letter of request to change services, and the City would work and negotiate on the buyout number. Cramer stated that if the number is too high or unacceptable, the residents still have the choice to not switch over. Dixon asked if Cramer had an estimate for the cost to the residents. Cramer stated that Idaho Falls Power is very hesitant to provide even a ball park figure, so they do not appear to be pirating customers. Dixon stated he understands the unease of the residents as they do not know what the number might be. Cramer stated that one piece of the buyout could be estimated by a resident by looking at the power bills and can figure out that portion of the buyout. Cramer stated that the infrastructure is the wild card. Dixon stated that in City subdivisions you only pay a hook up fee, you do not pay for the power poles, capacitors, transformers, etc. Dixon asked why is it in this case, where the infrastructure will transfer to the City Electric Division, that the residents would be paying 50% of the infrastructure. Cramer stated that it used to be the City's policy to take the utility infrastructure to the new development, but now in a commercial development the developer pays for all of the infrastructure coming to the property and on the property, and for residential subdivisions they pay \$1,100.00 per residential unit to cover the cost of infrastructure and labor. Cramer added that City Council made the decision and it is in the current City Code that the City may pay up to 50%. Cramer stated that Idaho Falls Power explained it by asking how much burden should be borne by the rate payers. Cramer stated that Idaho Falls Power revenues are coming from its rate payers, so they had to make a decision as to whether it is fair for the rate payers to have to pay for the infrastructure, or at what point does the neighborhood or individual switching over need to pay for their conversion cost. Dixon clarified that the residents could have to pay more than 50%. Cramer stated that it is possible, but he is not aware of a case where the City did not pay their share. Wimborne clarified that it's not time that needs to happen, it is the annexation, as the annexation of the property is what will trigger all of the other pieces. Cramer stated that the City is open to not pursuing the September 22, City Council date. Cramer stated they want to get through this current stage and start talking with Idaho Falls Power to see what they think. Wimborne asked if there is any indication that Rocky Mountain Power might be willing to enter into negotiations after this body makes a recommendation, but before City Council takes action. Cramer stated that the email that he has seen, said "once the property is

annexed” then they will talk about it. Dixon asked if there is a main line going under the streets in the neighborhood and asked for clarification as to the boundary between public and private on the water line. Cramer stated that he understands that the City’s portion ends at the valve and the private portion starts on the other side of the valve. Dixon clarified that if something breaks upstream of the valve, under the street, etc., the City takes care of it, but if something breaks down stream of the valve, which would be from the middle of the street into the person’s property, then that is the private responsibility. Cramer stated that he pulled up the plat and the radius in the cul-de-sac’s is sufficient for snow plows. Cramer stated that the State Statute provides for in a category A annexation is that the City may elect to conduct a category A annexation by Ordinance, which has been done occasionally. Cramer stated that the process they have followed is if you do hold a hearing it has to be subject to the local planning procedures and any other procedures you have set up in the local ordinances. Cramer stated they have mailed the notices, they have published in the newspaper and they will have to do it all again before it goes to City Council. Cramer stated that the fire issue will have to be addressed by the County.

Opposed:

Lance Peterson, 3202 Merlin, Idaho Falls, Idaho. Peterson stated that the roads are owned by the County currently and the City has provided water mains and sewers. Peterson stated that the developer was responsible for connecting the water line from the main, under the street to the curb stop and then from the curb stop to the house. Peterson stated that the City keeps using the words “the valve” with nothing specific to identify which valve. Peterson stated there is a valve on the main which connects to a pipe that runs under the street to his house. Peterson stated that the water main is on the east side of Merlin Drive. Peterson stated there is a valve on the water main and a valve in everyone’s yard. Peterson stated that the home owner is responsible from the curb stop to their house. Peterson stated that in Prestwich estates they own all the way out to the main. Peterson stated that his main just broke and he spent thousands of dollars digging up a public street to repair the main with a two- year warranty because he is not in the City and the City would not help. Peterson stated that is why they want to delay this hearing so the details can be worked out and are important to the residents. Peterson stated that the basis for his numbers on Rocky Mountain Power change-over is in the testimony that has been given. Peterson stated that the Fielding Memorial Cemetery cost \$49,000.00 to do the power transfer. Peterson stated that for 6 telephone poles and 1,000 feet of copper wire and 6 meters. Peterson stated that he calculates that 4x the cost of the transfer is what the Prestwich Country Estates is looking at for a buyout. Dixon stated that as a rough estimate \$200,000 divided by 23 residents is \$10,000.00 per resident and if the City pays 50% then each resident would pay \$5,000.00 per resident.

Dixon closed the public hearing.

Swaney thanked the citizens. Swaney brought up the original commitments of the subdivision developer to pursue annexation of the subdivision in the future as well as the documents of people agreeing to have City services provided (water/sewer) and in that agreement, agree to be annexed when the City deemed it appropriate. Swaney stated that in 2003 it was clear that the City thought it was a good time to annex the subdivision. Swaney stated that now they City is again requesting to annex the subdivision in order to provide revenue for the City. Swaney stated that in equity and fairness the people that derive the benefits from parks, improvements of Sunnyside, and all City services they are already receiving, should pay a fair portion of those

ORDINANCE NO. _____

AN ORDINANCE ANNEXING APPROXIMATELY 12.30 ACRES LOCATED NORTH AND ADJACENT TO SUNNYSIDE ROAD, EAST OF WOODRUFF AVENUE AND WEST OF HITT ROAD TO THE CITY OF IDAHO FALLS AS DESCRIBED IN SECTION 1; AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

WHEREAS, the lands described herein include residential land uses of less than 100 parcels which are enclaved by the City of Idaho Falls; and

WHEREAS, the lands described herein currently receive City of Idaho Falls water and sewer services; and

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

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

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

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

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

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

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

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section

50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;

2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and

3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

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

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

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

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

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

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

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

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

PRESTWICH COUNTRY ESTATES DIVISION NO. 1

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

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

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 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 ANNEXING APPROXIMATELY 12.30 ACRES LOCATED NORTH AND ADJACENT TO SUNNYSIDE ROAD, EAST OF WOODRUFF

AVENUE AND WEST OF HITT ROAD TO THE CITY OF IDAHO FALLS AS DESCRIBED IN SECTION 1; AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF PRESTWICH COUNTRY ESTATES LOCATED GENERALLY NORTH AND ADJACENT TO SUNNYSIDE ROAD, WEST OF HITT ROAD AND CHANNING WAY, AND EAST OF WOODRUFF AVENUE

WHEREAS, the City of Idaho Falls as the applicant initiated the proposed annexation; and

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

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on October 27, 2016; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Idaho Falls 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 Comprehensive Plan designates this area as Low Density Residential.
3. The site is approximately 12.4 acres and contains 23 residential lots.
4. The site is surrounded on all sides by property which has been annexed to the City of Idaho Falls.
5. Pursuant to Idaho Code 50-222(3)(a)(ii) the application is a Category "A" annexation because it is an enclave of 100 or fewer residential parcels.
6. The City Council adopted an annexation strategy on May 9, 2016 which recommended the City pursue annexation of properties qualifying as Category "A" and receiving City utility services.
7. In 1972 the developer of the property signed an agreement to construct and receive City utilities. The agreement did not require annexation when the property was contiguous but states, "...the Developer intends to have said tract of land annexed to said City as soon as such becomes possible..."
8. The properties in Prestwich Country Estates currently receive Idaho Falls water and sewer services. Upon annexation the rates for sewer and water, which are higher for properties receiving such services outside City limits, will be reduced to rates applied to properties located within City limits.
9. Electric service is provided by Rocky Mountain Power. Upon annexation, the properties are eligible to request electric service from Idaho Falls Power if they so choose and pursuant to an agreement between Idaho Falls Power and Rocky Mountain Power, if any and pursuant to an established process for requesting such transfer of service, if any.
10. The property is currently zoned RA-1 in Bonneville County which permits some uses not allowed in any existing City of Idaho Falls zones. Any land uses and development patterns including, but not limited to building setbacks, building heights, parking spaces, and landscaping which legally exist on the properties at the time of annexation but which are not permitted in the City will be permitted to continue once annexed pursuant to Idaho law.

11. The permitted uses in the RA-1 zone as listed in in the Bonneville County Zoning Ordinance at the time the annexation application was processed are:

- a. One-family dwellings and buildings customarily accessory thereto
- b. Agriculture, provided that animals and fowl shall be raised only for the purpose of providing family food and for the pleasure of those residing on the premises, but not for commercial purposes. No more than one cow, pig or horse, and their dependent young shall be kept for each twenty thousand (20,000) square feet of lot area. No more than one sheep or goat and their dependent young and poultry flock of not more than one hundred (100) birds and their dependent young shall be kept for each five thousand (5,000) square feet of lot area. The total number of cows, pigs, horses, sheep and goats, including dependent young, which may be kept on any one lot shall not exceed five (5). A poultry flock of not more than one hundred (100) birds may be kept on any one lot.
- c. Barns, corrals, pens, coops for the keeping of animals and fowl, when maintained in accordance with the rules and regulations of the Board of Health.
- d. Churches and public, private and parochial school and educational institutions.
- e. Campgrounds, public parks, public recreation grounds and buildings, not including outside storage yards.
- f. Parking lots in connection with permitted buildings.
- g. Identification signs for the identification of buildings not to exceed twelve (12) square feet when attached to the building. Any lighting of said signs shall be diffused or screened.
- h. Group Daycare for up to 12 children operated in compliance with the provisions of a home occupation.
- i. Offices for professional persons and home occupation, provided:
 - i. The home occupation is conducted entirely within the dwelling and is carried on only by members of the family residing in the dwelling.
 - ii. The home occupation does not involve the use of any accessory building or yard space for storage or activities outside of the dwelling not normally associated with residential use.
 - iii. The home occupation is clearly incidental and secondary to the dwelling for dwelling purposes and does not change the character of the building from that of a dwelling.
 - iv. Signs are limited to one (1) non-flashing sign not larger in area than one and one-half (1 ½) square feet. If lighted, the lighting shall be indirect.
 - v. Not more than the equivalent of twenty-five (25) percent of the ground floor area of the dwelling is devoted to the home occupation.
 - vi. The activities in connection with the home occupation do not involve the regular sale of goods on the premises.
- j. Customary household pets
- k. Public utility buildings and structures

12. The development standards in the RA-1 zone as listed in in the Bonneville County Zoning Ordinance at the time the annexation application was processed are:

- a. Area: An area of not less than fifteen thousand (15,000) square feet shall be provided and maintained for each one-family dwelling and uses accessory thereto.
- b. Width: The minimum width of any building site for a dwelling shall be ninety (90) feet.
- c. Front Yard: There shall be a front yard of not less than thirty (30) feet, except as required under Section 1-420 of this ordinance.
- d. Side Yard:
 - i. For an interior lot there shall be a side yard on each side of the main building of not less than one and one-half (1 ½) inches for each foot of building length, or eight (8) inches for each foot of building height, whichever is greater, provided that no main building shall be set back

less than ten (10) feet from a side property line. Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yards shall be required for accessory buildings which are located more than one hundred (100) feet from the front property lot line and at not less than twelve (12) feet from the main building.

ii. For a corner lot there shall be a side yard on the side street of not less than thirty (30) feet.

The side yard for the other side shall be the same as for interior lots.

- e. Rear Yard: For main buildings there shall be a rear yard of not less than twenty (20) feet. For accessory buildings no rear yard shall be required on interior lots.
- f. Barns and Corrals: Barns, corrals, pens, and coops for the keeping of animals and fowl shall be located at least one hundred (100) feet from the nearest dwelling or other building for human occupancy.
- g. Height of Buildings: No building shall be erected to a height of greater than twenty (20) feet, and no building shall be erected to a height of less than one story above grade, except as permitted under the provisions of Section 1-406 of this ordinance. Roofs above the square of the building, chimneys, flagpoles, television antennas, church towers and similar structures not used for human occupancy are excluded in determining height.

13. Upon annexation, police, fire, and ambulance services will be provided by the City of Idaho Falls.

14. The City of Idaho Falls has sufficient capacity and ability to provide the above listed services.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation of Prestwich Country Estates.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 12.30 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on August 2, 2016, and recommended approval of zoning the subject property to R-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on October 27, 2016.

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

SECTION 1: LEGAL DESCRIPTION:

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

PRESTWICH COUNTRY ESTATES DIVISION NO. 1

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

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

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho
ORDINANCE – ZONING PRESTWICH COUNTRY ESTATES

Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

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

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 12.30 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF R-1 OF PRESTWICH COUNTRY ESTATES LOCATED GENERALLY NORTH OF SUNNYSIDE ROAD, WEST OF HITT ROAD, AND EAST OF WOODRUFF AVENUE

WHEREAS, the City of Idaho Falls as the applicant initiated the proposed annexation; and

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

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting October 27, 2016

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Idaho Falls 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 subdivision includes approximately 12.4 acres and 23 residential lots.
3. The subdivision is surrounded on all sides by property which has been annexed to the City of Idaho Falls.
4. Pursuant to Idaho Code 50-222(3)(a)(ii) the application is a Category "A" annexation because it is an enclave of 100 or fewer residential parcels.
5. The Comprehensive Plan designates this area as Low Density Residential.
6. The Planning and Zoning Commission, along with staff has recommend the R-1 Zone as the initial zoning designation.
7. The proposed R-1 Zone is consistent with the principles and policies of Comprehensive Plan, the surrounding area and the current use of the properties.
8. The R-1 Zone appears to be the most compatible zone with the existing land uses in the neighborhood which are single-family homes. The R-1 zone also allows home based businesses which may exist in the dwellings.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of R-1 for Prestwich Country Estates.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2016

Rebecca L. Noah Casper, Mayor