

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. Public 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. Regularly-scheduled 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 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. Items from Municipal Services:

- 1) Bid IF-17-M, Refuse Containers (Scheduled Equipment Purchase)
- 2) Bid IF-17-N, Replacement Police Vehicles (Scheduled Equipment Replacement)

B. Items from Public Works:

- 1) Bid Award – Cascade Storm Lift Station Replacement
- 2) Bid Award – Water Service Replacements - 2017

C. Items from the City Clerk:

- 1) Approval of Expenditure Summary for the month of January, 2017.
- 2) Approval of Treasurer's Report for the month of January, 2017.
- 3) Approval of Minutes from the January 24, 2017 Idaho Falls Power Board Meeting; and, February 9, 2017 Council Meeting and Executive Session.

- 4) Approval of License Applications, including a Beer License for Café Mike's at Sage Lakes; Café Mike's at Sand Creek; Café Mike's at Pinecrest; and, Wal-Mart #5494 Fuel Station, all carrying the required approvals.

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

5. **Regular Agenda.**

A. Community Development Services

1) Local Land Use Planning Act Public Hearing Procedures Resolution: Idaho Code Title 65, Chapter 65, the Local Land Use Planning Act, requires jurisdictions to adopt land-use related hearing procedures. The current Zoning Ordinance does contain some basic hearing procedures but not a thorough procedure for all types of land-use related hearings. Community Development Services and the Legal Department have prepared a comprehensive procedure document for both quasi-judicial and legislative hearings to bring the City into robust compliance with Local Land Use Planning Act.

RECOMMENDED ACTION: To approve the Local Land Use Planning Act Resolution and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

2) Final Plat Extension to Record, Saturn Park Townhomes, Division No. 1: For consideration is a request for a 120 day extension to record the final plat for Saturn Park Townhomes, Division No. 1. The plat was approved by the City Council on August 25, 2016. The Subdivision Ordinance requires the plat be recorded within 90 days of approval or an extension must be approved by the City Council. As noted from the applicant, all property corners must be set or a bond be in place prior to recording. Due to the snow and ice on the property, some of the corners are still not set and the bond is not yet in place. With the weather turning, one of the two options will be addressed soon, but the 90 days to record has passed. Staff recommends approval of the extension for 120 days, ending on June 23, 2017.

RECOMMENDED ACTION: To approve the request for a 120 day extension to record the final plat for Saturn Park Townhomes with the extension ending on June 23, 2017 (or take other action deemed appropriate).

3) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Silverleaf Estates, Division No. 1: For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Silverleaf Estates, Division No. 1. The Planning and Zoning Commission reviewed this application at its October 4, 2016 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

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

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

B. Public Works

1) Iona Bonneville Sewer District - Request for Sewer Service Area Annexation/Exchange: Public Works is in receipt of a request from the Iona Bonneville Sewer District (IBSD) to reduce their sewer service area by approximately 360.2 acres. This reduction is in addition to the 146.7 acres removed from the service area that was approved by City Council on October 27, 2016. IBSD is also requesting that three areas totaling 271.9 acres be annexed into their approved sewer service area. If approved, the difference between these additions to the service area and what is being removed is 218.3 acres. IBSD asks that this reduced acreage be considered as future service area increases may come forward.

RECOMMENDED ACTION: To approve the Iona Bonneville Sewer District requests for reduction and annexation and give authorization to modify the service area accordingly (or take other action deemed appropriate).

2) Idaho Transportation Department (ITD) State/Local Agreement – Intersection of Holmes Avenue and Elva Street: For consideration is a State/Local Agreement with the Idaho Transportation Department and accompanying Resolution for the Intersection of Holmes Avenue and Elva Street project. The project consists of replacing the existing traffic signal at this intersection. The total estimated cost of the project is \$465,000; the City's responsibility is to provide 7.34% or \$34,131 in matching funds.

RECOMMENDED ACTION: To adopt the resolution, approve the agreement, and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

C. Parks and Recreation

1) Professional Services Agreement: For your consideration is a Professional Services Agreement with Live A Little Productions to hold a concert event in August of 2017.

RECOMMENDED ACTION: To approve the Professional Services Agreement with Live A Little Productions, and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

2) Idaho Falls Zoo at Tautphaus Park Education Center Development Memorandum of Understanding (MOU) and Resolution: For your consideration is a MOU and Resolution to accept a donation from the Tautphaus Park Zoological Society and William J. Maeck in the support of design, development and construction of an Idaho Falls Zoo Education Facility.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Memorandum of Understanding, or a substantially similar version, and give authorization for the Mayor and City Clerk to sign the necessary documents.
- b. To adopt the resolution and give authorization for the Mayor and City Clerk to sign the necessary documents

D. Fire Department

1) Mutual Aid or Reciprocal Firefighting Assistance Agreement between the City of Idaho Falls and the US Department of Energy (Idaho National Laboratory (INL) Fire Department) District: This agreement is a renewal of previous agreements the Idaho Falls Fire Department has had with the Department of Energy (DOE) over the past decades.

RECOMMENDED ACTION: To approve the Reciprocal Firefighting Assistance Agreement with the Department of Energy, and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

6. Motion to Adjourn.

CONSENT AGENDA:

IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services

DATE: February 13, 2017

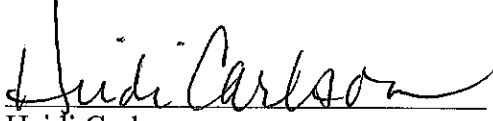
RE: Bid IF-17-M, Refuse Containers

It is the recommendation of the Public Works and Municipal Services Departments to piggyback from Bid IF-16-17 from Otto Environmental Systems (AZ), LLC to provide 95-Gallon Refuse Containers. The vendor has extended the 2016 bid price of \$45.40 per container. Public Works will be purchasing approximately 7,200 containers for the final year of the three-year Sanitation project. The lump sum amount for the purchase will be \$326,880.00. Funds to purchase the containers are budgeted in the 2016/17 Public Works, Sanitation budget.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent



Otto Environmental Systems (AZ), LLC
12700 General Drive, Charlotte, North Carolina 28273

February 3, 2017

Heidi Carlson
Purchasing Agent
City of Idaho Falls
P. O. Box 50220
Idaho Falls, ID 83402
hcarlson@idahofallsidaho.gov

Re: Bid IF-16-17, Refuse Containers

Dear Ms. Carlson:

Otto is pleased to extend pricing for an additional year based on our proposal submitted in response to the City's Bid IF-16-17 for Refuse Containers. Otto will honor the price of \$45.40/cart through February 28, 2018.

Otto Environmental Systems (AZ), LLC looks forward to continuing a successful business partnership with the City of Idaho Falls.

Thank you for your interest in Otto, our products and services.

Sincerely,

Sabrina Bowling

Sabrina Bowling
Director of Municipal Services

City of Idaho Falls

P. O. BOX 50220

IDAHO FALLS, IDAHO 83405

PHONE: (208) 612-8433

FAX: (208) 612-8536

Office of Purchasing Agent

Opening Date: February 17, 2016

BID TABULATION

BID IF-16-17

New 95-Gallon Refuse Containers

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

IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services

DATE: February 15, 2017

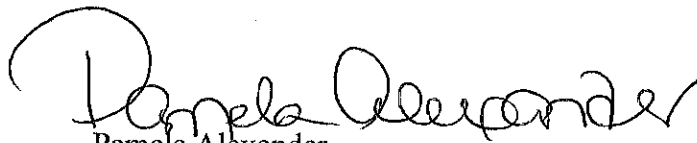
RE: Bid IF-17-N, Replacement Police Vehicles

It is the recommendation of Municipal Services and Police Departments to piggyback on the State of Idaho Contracts with Goode Motor (SBPO 16200401) and Silver Creek, LLC (SBPO 16200408) to furnish the six Police Department vehicles listed below.

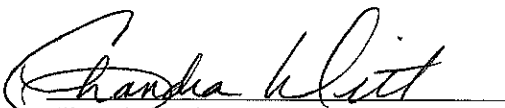
- Four (4) 2017 SUV, Ford Interceptor(s) with options from Goode Motor (SBPO 16200401) at a per unit price of \$24,780.31 for a total of \$99,121.24.
- One (1) 2017 Sedan, Ford Interceptor with options from Goode Motor (SBPO 16200401) at a unit price of \$24,972.69.
- One (1) Dodge Charger Sedan with options from Silver Creek, LLC (SBPO 16200408) at a unit price of \$24,496.81.

These vehicles are scheduled for replacement this fiscal year. The replacement vehicles will be processed through surplus as per attached resolution #2015-01. The lump sum total for this purchase is \$148,590.74. The funds to purchase the replacement vehicles is budgeted in the 2016/2017 Municipal Services Equipment Replacement Fund budget.

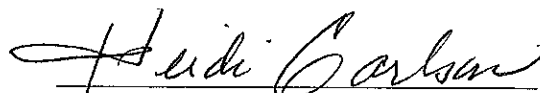
Respectfully,



Pamela Alexander
Municipal Services Director



Chandra Witt
General Services Administrator



Heidi Carlson
Purchasing Agent

IDAHO

State of Idaho

CHANGE ORDER - 01

Change Order Summary

Purchase Order Name: Statewide Vehicles
Purchase Order Number: SBPO16200401
Contract Number:
Revision Number: 01
Change Order Date: December 8, 2015
Service Start Date: December 8, 2015
Service End Date: October 25, 2017
Submitted By: Danny Downen
Payment Method: Invoice
Payment Terms: NET30

Supplier

DAVE HANCHEY
 GOODE MOTOR
 1096 EAST MAIN
 P O BOX 130
 BURLEY, ID 83318
 Phone: 208-878-5611
 Fax: 208-878-0499
 Email: dave@goodemotor.com

Buyer Contact

Danny Downen
 Tel: 208-332-1605
 Fax: 208-327-7320
 daniel.downen@adm.idaho.gov

Bill To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
 Phone: 208-327-7465
 Fax: 208-327-7320
 Email: purchasing@adm.idaho.gov
 Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
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 Various, Idaho 83702
 Phone: 208-327-7465
 Fax: 208-327-7320
 Email: purchasing@adm.idaho.gov
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Additional Information

Change Order Summary			
Item	Data Changed	Old Value	New Value
Header Attachment	Attachment gets Added		Copy of Goode Motors-Bid Schedule - Ford.xls
Buyer Defined Field	Supplemental Data Field "Service Start Date" gets changed	10/25/2015	12/08/2015
Buyer Defined Field	Supplemental Data Field "General Instructions" gets changed	Statewide Blanket Purchase Order (SBPO) Contract for Statewide Vehicles for the benefit of the State of Idaho and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of two (2) years commencing October 26, 2015 ending October 25, 2017, with the option to renew for one (1) additional one (1) year period. CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment. QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.	The purpose of this amendment is to include Ford Vans (see attached reference name "Copy of Goode Motors - Bid Schedule - Ford") to the current vehicles that are being supplied. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Note: The dollar amount listed is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.
Item Unit Price	Unit Price changed on Line Item Ford Statwide Vehicles per attached solicitation and Bid Schedule	350000.00	100000.00
Item Total Amount	Total Amount changed on Line Item Ford Statwide Vehicles per attached solicitation and Bid Schedule	700000.00	200000.00

Instructions

The purpose of this amendment is to include Ford Vans (see attached reference name "Copy of Goode Motors - Bid Schedule - Ford") to the current vehicles that are being supplied.

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

Note: The dollar amount listed is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
2	0	ANN	#1	Ford Statwide Vehicles per attached solicitation and Bid Schedule	07104	\$100,000.00	\$0.00	\$200,000.00

Delivery Date: December 9, 2015
Shipping Method: Delivery
Shipping Instructions: Shipping address will be provided on the VOF and EXPO.
Ship FOB: Destination
Special Instructions: Billing address will be provided on the VOF and EXPO.

TOTAL: (USD) \$200,000.00

Signature: 

Signed By: Daniel Downen



State of Idaho

State Wide Blanket Purchase Order

Purchase Order Summary

Purchase Order Name: Statewide Vehicles
Purchase Order Number: SBPO16200408
Contract Number:
Purchase Order Date: October 26, 2015
Service Start Date: October 26, 2015
Service End Date: October 25, 2017
Submitted By: Danny Downen
Payment Method: Invoice
Payment Terms: NET30

Supplier

Dave Hanchey
 Silver Creek LLC
 711 North Main Street
 Hailey, ID 83333
 Phone: 208-788-2225

Fax: 208-878-0499

Email: davehanchey@goodemotor.com

Buyer Contact

Danny Downen
 Tel: 208-332-1605
 Fax: 208-327-7320
 daniel.downen@adm.idaho.gov

Bill To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
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 Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Additional Information

Instructions

Statewide Blanket Purchase Order (SBPO) Contract for Statewide Vehicles for the benefit of the State of Idaho and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of two (2) years commencing October 26, 2015 ending October 25, 2017, with the option to renew for one (1) additional one (1) year period.

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any Invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
2	0	ANN	#1	Dodge, Chrysler and Ram Statwide Vehicles per attached solicitation and Bid Schedules.	07104	\$400,000.00	\$0.00	\$800,000.00

Delivery Date: October 27, 2015
Shipping Method: Delivery
Shipping Instructions: Shipping address will be provided on the VOF and EXPO.
Ship FOB: Destination
Special Instructions: Billing address will be provided on the VOF and EXPO.

TOTAL: (USD) \$800,000.00

Signature:
 Signed By: Daniel Downen

RESOLUTION NO. 2015-01

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, MEMORIALIZING CITY POLICY TO DECLARE CITY PERSONAL PROPERTY SURPLUS AND TO PROVIDE FOR ITS DISPOSAL THROUGH SALE, DONATION, TRANSFER, RECYCLING, DISCARDING, DESTRUCTION, OR EXCHANGE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Council of the City of Idaho Falls recognizes that storage, maintenance, transportation, and other costs associated with maintaining personal property may exceed the inventory value or fair market value of such property; and

WHEREAS, City personal property has a limited economic and/or useful life; and

WHEREAS, it is sound fiscal policy and good management practice to require the expeditious disposal of surplus personal property; and

WHEREAS, Council is of the opinion that the policy contained herein will promote the efficient disposal of surplus personal property; will allow conveyance of surplus personal property to other state and local agencies where appropriate; will offer surplus personal property for sale to the public at large in some cases; and will provide for maximum value to be received by the City of Idaho Falls with attendant benefits to its citizens; and

WHEREAS, the delegation of responsibility to declare property "surplus" and to designate the manner and conditions of disposal is most efficiently done by delegating such authority to City staff, principally to the Property Manager; and

WHEREAS, all disposal of surplus property shall be done in accordance with then-current law and procedure.

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

CITY SURPLUS PROPERTY POLICY

A. Definition of "surplus": City personal property which is reasonably believed to have little or no further use by the City. "Surplus" for purposes of this Policy, shall not include trash or refuse or other items which are customarily thrown away, recycled, or otherwise discarded or destroyed. Such non-surplus items may be discarded or recycled in a manner deemed efficient by the relevant Division Director.

B. Declaration of surplus:

1. To declare City personal property surplus of status:

- a. A department supervisor shall fill out a surplus form and submit it for approval to the supervisor's Division Director.
 - b. The Division Director, for the property to be declared surplus, shall review and approve by signature the surplus form and submit the completed form to the Property Manager.
 - c. The Property Manager, after receiving the surplus form, shall make arrangements for the property to be delivered to the surplus building, or another appropriate and secure location, and evaluate whether the property is surplus.
 - d. If the Property Manager agrees that the property is surplus, the Property Manager shall submit a recommendation of surplus and its disposition to the Director of Municipal Services. The Property Manager may consolidate his or her recommendations to the Director of Municipal Services in a monthly report.
 - e. The Director of Municipal Services shall review and approve the Property Manager's recommendations and make the final determination regarding whether the item is properly declared to be surplus.
2. The Property Manager shall create and maintain a surplus form. The form should require provision of the following information, where applicable and available:
 - a. general identification and description of the personal property;
 - b. approximate value of the property;
 - c. City Property Number, and
 - d. manufacturer, model, and serial number of the property.

The surplus form may also allow the submitter to suggest the manner by which such item may be disposed (including transfer to another City Division, donation or sale to another public entity, sale, trade, destruction, recycling etc.).

C. Disposal of Surplus.

1. General. City Council hereby delegates to the Director of Municipal Services the authority to make a final declaration of surplus and to approve the manner of disposal for all items which, in the Director of Municipal Services' belief, are in accordance with this Policy.
2. Disposal shall occur according to law in a manner consistent with the laws of the State of Idaho and pursuant to this Policy.

- a. Sale. The sale of surplus property shall be conducted pursuant to Idaho law in effect at the time of such sale. This may include the sale of surplus property to another public entity; sale of the item at the original purchase price; sale at a public auction; or sale as otherwise permitted by Idaho law.
- b. Donation or Transfer. Surplus property may be transferred to another City Division, or donated to a state or public entity pursuant to Idaho law. Additionally, transfer of surplus property of nominal value may be made without public advertisement or auction to a charitable organization which qualifies under Section 501(c)(3) and 501(c)(19) of the Internal Revenue Service, or to any other person or entity participating in a program with the City when such transfer renders a benefit to the City and its citizens.
- c. Recycle. Surplus property not sold or transferred may be recycled whenever practicable.
- d. Discarding and/or Destruction. Any item, including a weapon, declared to be surplus that is not sold, transferred, or recycled may be discarded or destroyed.
- e. Exchange. Surplus property may be exchanged for other property, value, or consideration where the value received is roughly equivalent to the value of the surplus property.

3. Special considerations:

- a. Weapons.
 - i. Definition. A "weapon" for purposes of this Policy, includes any instrument used in the propulsion of a projectile through the release of pressurized gas, compressed air, expanding gas, ignition of gunpowder, compounder, combustion, accelerant, spring, or other force-producing means, including rifles, shotguns, handguns, air rifles, blow gun, spring gun, wrist rocket, sling shot, airsoft gun, electroshock gun (e.g. taser), BB gun, pellet gun, paintball gun, slings, bows and arrows, and crossbows. "Weapons" also include bladed and blunt instruments, including nunchuks, clubs, sais, throwing stars, tonfas, "brass" knuckles, daggers, stilettos, gravity knives, swords, and other similar instruments.
 - ii. The Property Manager may also declare an item a "weapon" if the Property Manager reasonably believes that it has been used or can be used in a similar manner as another weapon defined in this Policy, or such item, in the opinion of the Property Manager, is reasonably likely to be used as a

weapon, as that word is commonly understood. When making such a determination, the Property Manager is encouraged to consult with the Chief of Police.

iii. Lawful weapons.

1. Officer Duty Weapon - a police officer duty weapon, which is lawful to own, possess, and use, shall be disposed of by sale and transfer to a licensed firearm dealer, consistent with Federal and State law, as determined by the Property Manager. A duty weapon may also be transferred directly to a retiring police officer when a letter authorizing the transfer is submitted by the Chief of Police to the Property Manager and the transfer is approved by the Director of Municipal Services.
2. Confiscated Weapons – confiscated weapons from the Idaho Falls Police Department Evidence Room shall be sold by sealed bid to licensed firearm dealers.

iv. Illegal and Inoperable Weapons. All illegal and inoperable weapons shall be destroyed.

b. Vehicles.

- i. Vehicles and automotive-related equipment and materials shall be declared as surplus according to the City's Municipal Equipment Replacement Fund process.

c. Library Materials.

- i. City delegates to the Board of Trustees of the Idaho Falls Public Library, the authority to sell, exchange or otherwise dispose of library materials (including books, audio and video recordings, written materials, etc.) when no longer required by the Library because such are surplus, duplicates, worn out, of little or no practical utility, or otherwise unneeded for Public Library purposes.

d. Recycling of Used or Excess Materials for Value:

- i. Where materials (such as scrap metal, wire, or similar unused or left-over items) likely have value only if recycled or traded, as determined in good faith by the Division Director, such material may be exchanged by the

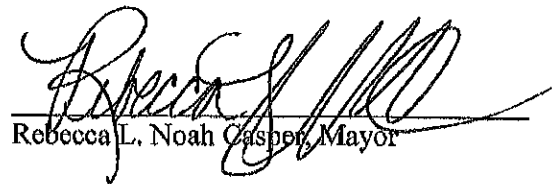
Division for its approximate value pursuant to the Division's internal recycling/exchange process.

D. The Property Manager shall submit no less frequently than one (1) time per year, a report to the City Council relating to the disposition of surplus property. Such a report shall not include property determined to have a current value of zero or a value of less than what it would cost to dispose of the surplus at a refuse or recycling vendor.


E. This Resolution shall become effective as of the date of its passage.

ADOPTED and effective this 8th day of January, 2015.

CITY OF IDAHO FALLS, IDAHO


Rebecca L. Noah Casper, Mayor

ATTEST:


Rosemarie Anderson, City Clerk

(SEAL)



STATE OF IDAHO)
) ss:
County of Bonneville)

I, ROSEMARIE ANDERSON, 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 Resolution
entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO,
MEMORIALIZING CITY POLICY TO DECLARE CITY PERSONAL
PROPERTY SURPLUS AND TO PROVIDE FOR ITS DISPOSAL THROUGH
SALE, DONATION, TRANSFER, RECYCLING, DISCARDING,
DESTRUCTION, OR EXCHANGE; AND PROVIDING THAT THIS
RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND
PUBLICATION ACCORDING TO LAW."



Rosemarie Anderson
Rosemarie Anderson, City Clerk



To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: February 8, 2017

Subject: **BID AWARD – CASCADE STORM LIFT STATION REPLACEMENT**

On Tuesday, February 7th, 2017, bids were received and opened for the Cascade Storm Lift Station Replacement project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation - Northwest, in an amount of \$392,025.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-16-4-SDN-2013-51

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Cascade Lift Station Replacement

Number..... 2-38-16-4-SDN-2013-51

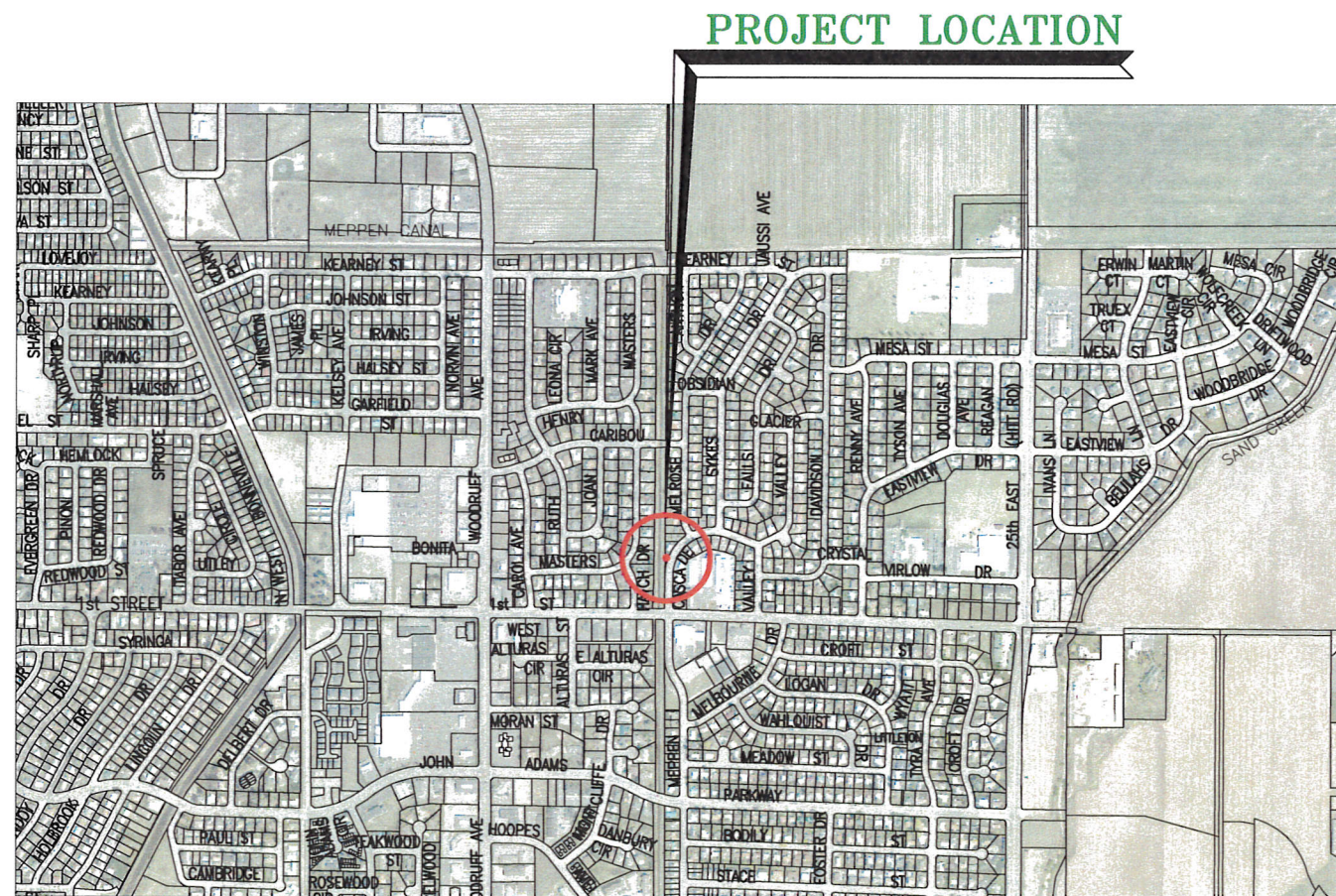
Submitted Kent J. Fugal, P.E., PTOE

Date..... February 7, 2017

				Engineer's Estimate		Knife River Corporation - Northwest		TMC Contractors, Inc.		3H Construction, LLC	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES											
209.03.4	Removal of Curb and Gutter	115	L.F.	\$5.00	\$575.00	\$3.00	\$345.00	\$5.00	\$575.00	\$9.00	\$1,035.00
209.03.5	Removal of Sidewalk	20	S.Y.	\$10.00	\$200.00	\$6.00	\$120.00	\$5.00	\$100.00	\$20.00	\$400.00
209.03.7	Removal of Structures (Lift Station)	1	EACH	\$10,000.00	\$10,000.00	\$900.00	\$900.00	\$3,000.00	\$3,000.00	\$8,500.00	\$8,500.00
209.05.2	Roadway Excavation	72	C.Y.	\$15.00	\$1,080.00	\$20.00	\$1,440.00	\$36.00	\$2,592.00	\$25.00	\$1,800.00
SURFACE COURSES AND PAVEMENT											
309.06.3	2.5"/6" Miscellaneous Section	175	S.Y.	\$30.00	\$5,250.00	\$26.00	\$4,550.00	\$55.00	\$9,625.00	\$72.00	\$12,600.00
INCIDENTAL CONSTRUCTION											
409.15.2	Riprap	20	C.Y.	\$50.00	\$1,000.00	\$70.00	\$1,400.00	\$75.00	\$1,500.00	\$100.00	\$2,000.00
PORTLAND CEMENT CONCRETE											
509.02.2	Combination Curb and Gutter - Type STANDARD	115	L.F.	\$50.00	\$5,750.00	\$40.00	\$4,600.00	\$25.00	\$2,875.00	\$26.00	\$2,990.00
509.03.2	4" Flatwork	36	S.Y.	\$70.00	\$2,520.00	\$68.00	\$2,448.00	\$55.00	\$1,980.00	\$65.00	\$2,340.00
509.03.2	6" Flatwork	29	S.Y.	\$90.00	\$2,610.00	\$110.00	\$3,190.00	\$90.00	\$2,610.00	\$98.00	\$2,842.00
SANITARY SEWERS AND STORM DRAINS											
709.02.2	12" Pipe - Ductile Iron (Install Only)	126	L.F.	\$15.00	\$1,890.00	\$38.00	\$4,788.00	\$7.00	\$882.00	\$30.00	\$3,780.00
709.02.2	12" Pipe	66	L.F.	\$20.00	\$1,320.00	\$47.00	\$3,102.00	\$31.00	\$2,046.00	\$24.00	\$1,584.00
709.02.2	18" Pipe	38	L.F.	\$40.00	\$1,520.00	\$80.00	\$3,040.00	\$42.00	\$1,596.00	\$60.00	\$2,280.00
709.02.2	24" Pipe	36	L.F.	\$60.00	\$2,160.00	\$90.00	\$3,240.00	\$63.00	\$2,268.00	\$80.00	\$2,880.00
709.02.2	36" Pipe	5	L.F.	\$100.00	\$500.00	\$120.00	\$600.00	\$195.00	\$975.00	\$425.00	\$2,125.00
709.02.2	42" Pipe	46	L.F.	\$120.00	\$5,520.00	\$200.00	\$9,200.00	\$100.00	\$4,600.00	\$180.00	\$8,280.00
709.03.2	Manhole - Type I	2	EACH	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$2,950.00	\$5,900.00
709.03.2	Manhole - Type I (6' Dia.)	1	EACH	\$4,000.00	\$4,000.00	\$5,200.00	\$5,200.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
709.03.3	Additional Manhole Depth	10	L.F.	\$250.00	\$2,500.00	\$124.00	\$1,240.00	\$170.00	\$1,700.00	\$150.00	\$1,500.00
709.03.3	Additional Manhole Depth (6' Dia.)	6	L.F.	\$400.00	\$2,400.00	\$190.00	\$1,140.00	\$260.00	\$1,560.00	\$200.00	\$1,200.00
709.04.2	Inlet Box - Type 1	2	EACH	\$2,000.00	\$4,000.00	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00	\$1,145.00	\$2,290.00
709.06.2	Removal of Appurtenance - Type MANHOLE	4	EACH	\$700.00	\$2,800.00	\$400.00	\$1,600.00	\$315.00	\$1,260.00	\$800.00	\$3,200.00
709.06.2	Removal of Appurtenance - Type INLET BOX	2	EACH	\$600.00	\$1,200.00	\$150.00	\$300.00	\$315.00	\$630.00	\$200.00	\$400.00
709.07.2	Lift Station - Type STORM	1	L.S.	\$274,000.00	\$274,000.00	\$265,000.00	\$265,000.00	\$238,000.00	\$238,000.00	\$281,518.00	\$281,518.00
TRENCH EXCAVATION AND BACKFILL											
809.01.2	Trench Excavation and Backfill - Class I	66	L.F.	\$25.00	\$1,650.00	\$1.00	\$66.00	\$24.00	\$1,584.00	\$28.00	\$1,848.00
809.01.2	Trench Excavation and Backfill - Class II	126	L.F.	\$30.00	\$3,780.00	\$1.00	\$126.00	\$26.00	\$3,276.00	\$30.00	\$3,780.00
809.01.2	Trench Excavation and Backfill - Class III	5	L.F.	\$35.00	\$175.00	\$1.00	\$5.00	\$220.00	\$1,100.00	\$100.00	\$500.00
809.01.2	Trench Excavation and Backfill - Class IV	69	L.F.	\$50.00	\$3,450.00	\$1.00	\$69.00	\$50.00	\$3,450.00	\$45.00	\$3,105.00
809.01.2	Trench Excavation and Backfill - Class V	51	L.F.	\$65.00	\$3,315.00	\$1.00	\$51.00	\$65.00	\$3,315.00	\$65.00	\$3,315.00
809.02.2	Unsuitable Material Excavation	50	C.Y.	\$20.00	\$1,000.00	\$10.00	\$500.00	\$22.00	\$1,100.00	\$45.00	\$2,250.00
809.03.2	Rock Excavation	5	L.F.	\$100.00	\$500.00	\$75.00	\$375.00	\$1,300.00	\$6,500.00	\$100.00	\$500.00
809.04.2	Base Stabilization Material	50	C.Y.	\$30.00	\$1,500.00	\$16.00	\$800.00	\$24.00	\$1,200.00	\$35.00	\$1,750.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base	110	L.F.	\$75.00	\$8,250.00	\$65.00	\$7,150.00	\$92.00	\$10,120.00	\$40.00	\$4,400.00
809.12.2	Repair of Waterways	16	L.F.	\$100.00	\$1,600.00	\$160.00	\$2,560.00	\$92.00	\$1,472.00	\$75.00	\$1,200.00
SPECIAL PROVISIONS											
SP - 1	Grout 6" Pipe	28	L.F.	\$20.00	\$560.00	\$35.00	\$980.00	\$16.00	\$448.00	\$50.00	\$1,400.00
SP - 2	Discharge Pipe Support Structure	1	L.S.	\$6,000.00	\$6,000.00	\$8,500.00	\$8,500.00	\$16,700.00	\$16,700.00	\$31,627.00	\$31,627.00
SP - 3	Secondary Electrical Service	1	L.S.	\$10,000.00	\$10,000.00	\$21,000.00	\$21,000.00	\$20,000.00	\$20,000.00	\$20,245.00	\$20,245.00
SP - 4	Mobilization	1	L.S.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$70,000.00	\$70,000.00	\$60,000.00	\$60,000.00
TOTAL				\$405,575.00		\$392,025.00		\$434,139.00		\$492,864.00	

CASCADE STORM LIFT STATION REPLACEMENT

PROJECT # 2-38-16-4-SDN-2013-51



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

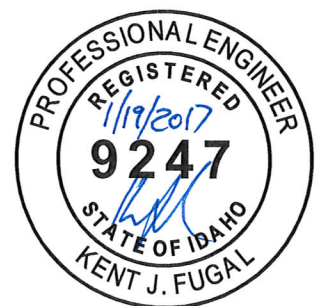
PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2017

REVIEWED BY: SEWER DIVISION

[Signature]
DATE: 1-19-17



AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DEPARTMENT			
CASCADE STORM LIFT STATION REPLACEMENT COVER PAGE			
CHK BY:	Y.G.	DSG BY:	R.S.
FILE NO. 2-38-16-4-SDN-2013-51	DATE PLOTTED: 01/17/17		SHEET NO. 1 OF 8
DWG NO. Titlepage			



To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: February 15, 2017

Subject: **BID AWARD – WATER SERVICE REPLACEMENTS - 2017**

On Tuesday, February 14th, 2017, bids were received and opened for the Water Service Replacements - 2017 project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, 3H Construction, LLC, in an amount of \$419,401.50 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-28-2-WTR-2017-14

City of Idaho Falls

Engineering Department Bid Tabulation

Project..... Water Service Replacements - 2017

Number..... 2-38-28-2-WTR-2017-14

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

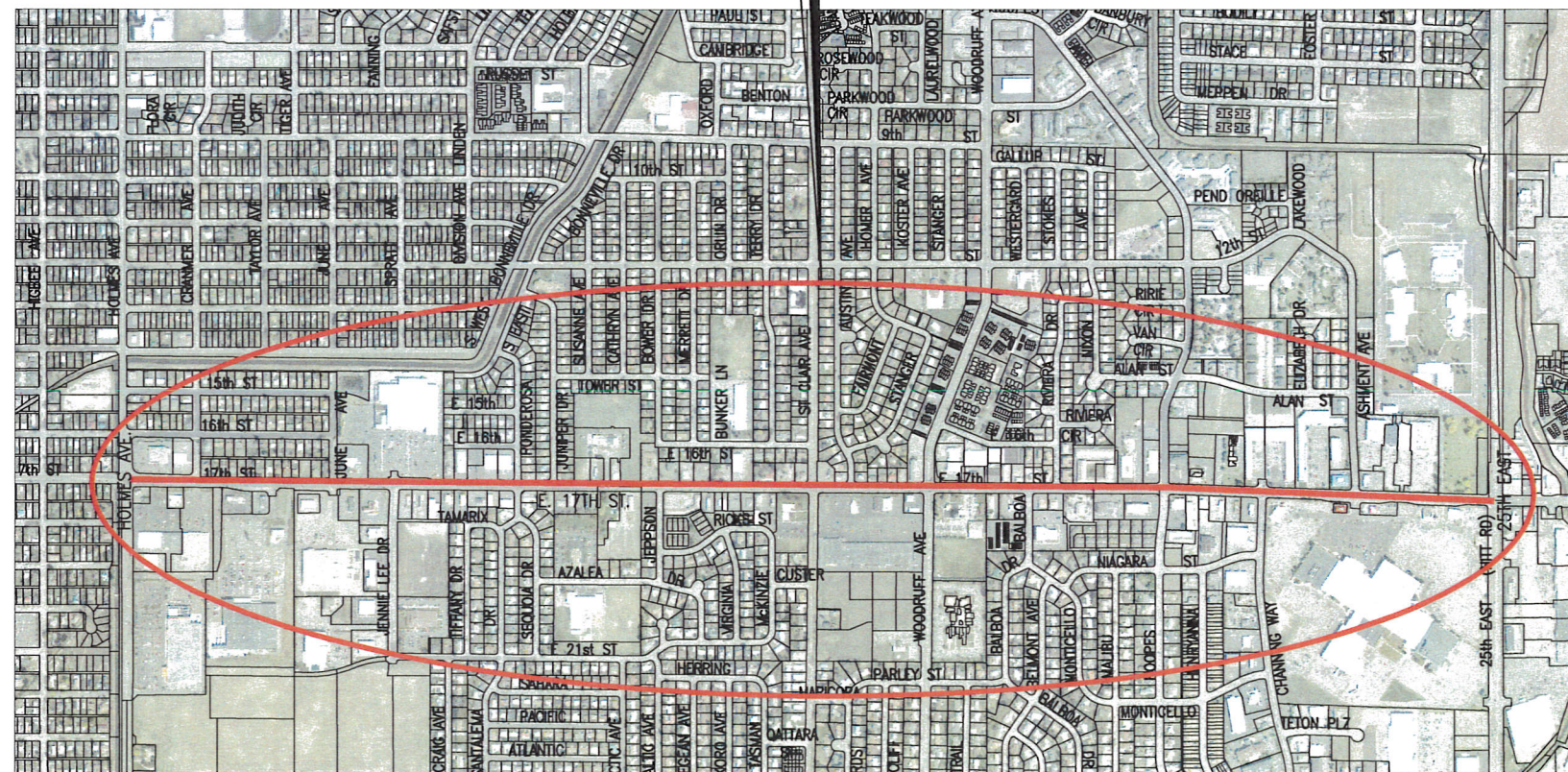
Date..... February 14, 2017

				Engineer's Estimate		3H Construction, LLC		Knife River Corporation - Northwest		DL Beck, Inc.		HK Contractors, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Item Number	Description	Estimated Quantity	Unit										
EARTHWORK AND BASES													
209.03.4	Removal of Curb and Gutter	443 L.F.		\$6.00	\$2,658.00	\$10.00	\$4,430.00	\$9.00	\$3,987.00	\$7.00	\$3,101.00	\$11.00	\$4,873.00
209.03.5	Removal of Sidewalk	97 S.Y.		\$10.00	\$970.00	\$15.00	\$1,455.00	\$13.00	\$1,261.00	\$25.00	\$2,425.00	\$50.00	\$4,850.00
PORTLAND CEMENT CONCRETE													
509.02.2	Combination Curb and Gutter - Type STANDARD	443 L.F.		\$35.00	\$15,505.00	\$32.00	\$14,176.00	\$42.00	\$18,606.00	\$28.00	\$12,404.00	\$53.00	\$23,479.00
509.02.5	Curb	20 L.F.		\$25.00	\$500.00	\$38.00	\$760.00	\$47.00	\$940.00	\$60.00	\$1,200.00	\$62.00	\$1,240.00
509.03.2	4" Flatwork	68 S.Y.		\$70.00	\$4,760.00	\$83.50	\$5,678.00	\$105.00	\$7,140.00	\$65.00	\$4,420.00	\$157.00	\$10,676.00
509.03.2	6" Flatwork	29 S.Y.		\$85.00	\$2,465.00	\$106.00	\$3,074.00	\$145.00	\$4,205.00	\$98.00	\$2,842.00	\$164.00	\$4,756.00
WATER LINES													
609.01.2	Temporary Water Service	1 L.S.		\$5,000.00	\$5,000.00	\$100.00	\$100.00	\$9,000.00	\$9,000.00	\$22,500.00	\$22,500.00	\$40,000.00	\$40,000.00
609.02.2	6" Pipe	549 L.F.		\$10.00	\$5,490.00	\$9.50	\$5,215.50	\$50.00	\$27,450.00	\$35.00	\$19,215.00	\$31.50	\$17,293.50
609.02.2	8" Pipe	492 L.F.		\$12.00	\$5,904.00	\$10.00	\$4,920.00	\$50.00	\$24,600.00	\$38.00	\$18,696.00	\$25.00	\$12,300.00
609.02.2	10" Pipe	82 L.F.		\$15.00	\$1,230.00	\$15.00	\$1,230.00	\$52.00	\$4,264.00	\$52.00	\$4,264.00	\$23.00	\$1,886.00
609.02.2	12" Pipe	151 L.F.		\$15.00	\$2,265.00	\$15.00	\$2,265.00	\$52.00	\$7,852.00	\$58.00	\$8,758.00	\$21.00	\$3,171.00
609.03.2	6" Gate Valve and Valve Box	11 EACH		\$500.00	\$5,500.00	\$790.00	\$8,690.00	\$1,100.00	\$12,100.00	\$1,025.00	\$11,275.00	\$637.50	\$7,012.50
609.03.2	6" Gate Valve and Valve Box (No Collar)	4 EACH		\$400.00	\$1,600.00	\$590.00	\$2,360.00	\$850.00	\$3,400.00	\$950.00	\$3,800.00	\$637.50	\$2,550.00
609.03.2	8" Gate Valve and Valve Box	10 EACH		\$500.00	\$5,000.00	\$850.00	\$8,500.00	\$1,100.00	\$11,000.00	\$1,100.00	\$11,000.00	\$645.00	\$6,450.00
609.03.2	10" Gate Valve and Valve Box	3 EACH		\$600.00	\$1,800.00	\$1,000.00	\$3,000.00	\$1,250.00	\$3,750.00	\$1,300.00	\$3,900.00	\$720.00	\$2,160.00
609.03.2	12" Butterfly Valve and Valve Box	7 EACH		\$600.00	\$4,200.00	\$2,200.00	\$15,400.00	\$1,400.00	\$9,800.00	\$1,800.00	\$12,600.00	\$795.00	\$5,565.00
609.03.2	12" Butterfly Valve and Valve Box (No Collar)	10 EACH		\$500.00	\$5,000.00	\$2,000.00	\$20,000.00	\$1,200.00	\$12,000.00	\$1,800.00	\$18,000.00	\$795.00	\$7,950.00
609.04.2	8" x 6" Tee	8 EACH		\$350.00	\$2,800.00	\$400.00	\$3,200.00	\$900.00	\$7,200.00	\$525.00	\$4,200.00	\$200.00	\$1,600.00
609.04.2	8" x 8" Tee	1 EACH		\$350.00	\$350.00	\$800.00	\$800.00	\$900.00	\$900.00	\$900.00	\$900.00	\$200.00	\$200.00
609.04.2	12" x 6" Tee	6 EACH		\$400.00	\$2,400.00	\$900.00	\$5,400.00	\$900.00	\$5,400.00	\$800.00	\$4,800.00	\$250.00	\$1,500.00
609.04.2	12" x 8" Tee	3 EACH		\$400.00	\$1,200.00	\$900.00	\$2,700.00	\$900.00	\$2,700.00	\$900.00	\$2,700.00	\$250.00	\$750.00
609.04.2	12" x 8" Cross	1 EACH		\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00	\$315.00	\$315.00
609.04.2	12" x 10" Cross	1 EACH		\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00	\$315.00	\$315.00
609.04.2	12" x 12" Cross	1 EACH		\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,750.00	\$1,750.00	\$315.00	\$315.00
609.04.2	12" x 20" Cross	1 EACH		\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00	\$540.00	\$540.00
609.04.2	8" x 4" Reducer	1 EACH		\$300.00	\$300.00	\$200.00	\$200.00	\$660.00	\$660.00	\$650.00	\$650.00	\$200.00	\$200.00
609.04.2	8" x 6" Reducer	4 EACH		\$300.00	\$1,200.00	\$200.00	\$800.00	\$660.00	\$2,640.00	\$700.00	\$2,800.00	\$200.00	\$800.00
609.04.2	10" x 8" Reducer	1 EACH		\$300.00	\$300.00	\$200.00	\$200.00	\$660.00	\$660.00	\$775.00	\$775.00	\$315.00	\$315.00
609.04.2	12" x 8" Reducer	1 EACH		\$350.00	\$350.00	\$200.00	\$200.00	\$900.00	\$900.00	\$800.00	\$800.00	\$315.00	\$315.00
609.04.2	20" x 12" Reducer	1 EACH		\$400.00	\$400.00	\$500.00	\$500.00	\$900.00	\$900.00	\$850.00	\$850.00	\$315.00	\$315.00
609.04.2	4" Sleeve	1 EACH		\$300.00	\$300.00	\$150.00	\$150.00	\$660.00	\$660.00	\$450.00	\$450.00	\$200.00	\$200.00
609.04.2	6" Sleeve	3 EACH		\$300.00	\$900.00	\$150.00	\$450.00	\$660.00	\$1,980.00	\$550.00	\$1,650.00	\$200.00	\$600.00
609.04.2	8" Sleeve	8 EACH		\$300.00	\$2,400.00	\$150.00	\$1,200.00	\$660.00	\$5,280.00	\$700.00	\$5,600.00	\$200.00	\$1,600.00
609.04.2	10" Sleeve	2 EACH		\$400.00	\$800.00	\$200.00	\$400.00	\$660.00	\$1,320.00	\$850.00	\$1,700.00	\$255.00	\$510.00
609.04.2	12" Sleeve	15 EACH		\$400.00	\$6,000.00	\$600.00	\$9,000.00	\$900.00	\$13,500.00	\$1,100.00	\$16,500.00	\$540.00	\$8,100.00
609.04.2	12" x 6" Tapping Sleeve with Valve	2 EACH		\$700.00	\$1,400.00	\$1,390.00	\$2,780.00	\$2,500.00	\$5,000.00	\$1,000.00	\$2,000.00	\$1,740.00	\$3,480.00
609.04.2	12" x 6" Tapping Sleeve with Valve (No Collar)	2 EACH		\$600.00	\$1,200.00	\$1,240.00	\$2,480.00	\$2,300.00	\$4,600.00	\$975.00	\$1,950.00	\$1,740.00	\$3,480.00
609.04.2	16" x 6" Tapping Sleeve with Valve	1 EACH		\$700.00	\$700.00	\$1,640.00	\$1,640.00	\$2,600.00	\$2,600.00	\$1,025.00	\$1,025.00	\$2,025.00	\$2,025.00
609.04.2	6" 90° Bend	1 EACH		\$350.00	\$350.00	\$400.00	\$400.00	\$700.00	\$700.00	\$650.00	\$650.00	\$215.00	\$215.00
609.04.2	8" 90° Bend	1 EACH		\$350.00	\$350.00	\$400.00	\$400.00	\$700.00	\$700.00	\$725.00	\$725.00	\$215.00	\$215.00
609.04.2	4" 45° Bend	2 EACH		\$350.00	\$700.00	\$250.00	\$500.00	\$700.00	\$1,400.00	\$650.00	\$1,300.00	\$215.00	\$430.00
609.04.2	6" 45° Bend	7 EACH		\$350.00	\$2,450.00	\$300.00	\$2,100.00	\$700.00	\$4,900.00	\$700.00	\$4,900.00	\$215.00	\$1,505.00
609.04.2	8" 45° Bend	20 EACH		\$350.00	\$7,000.00	\$300.00	\$6,000.00	\$700.00	\$14,000.00	\$775.00	\$15,500.00	\$215.00	\$4,300.00
609.04.2	10" 45° Bend	4 EACH		\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$800.00	\$3,200.00	\$700.00	\$2,800.00	\$280.00	\$1,120.00
609.04.2	12" 45° Bend	8 EACH		\$400.00	\$3,200.00	\$400.00	\$3,200.00	\$800.00	\$6,400.00	\$750.00	\$6,000.00	\$350.00	\$2,800.00
609.04.2	6" Plug	25 EACH		\$200.00	\$5,000.00	\$150.00	\$3,750.00	\$700.00	\$17,500.00	\$650.00	\$16,250.00	\$200.00	\$5,000.00
609.05.2	Fire Hydrant	18 EACH		\$2,000.00	\$36,000.00	\$1,200.00	\$21,600.00	\$1,850.00	\$33,300.00	\$3,200.00	\$57,600.00	\$2,140.00	\$38,520.00
609.07.3	Salvage of Appurtenance - Type 8" x 4" REDUCER	1 EACH		\$200.00	\$200.00	\$300.00	\$300.00	\$300.00	\$300.00	\$1,250.00	\$1,250.00	\$420.00	\$420.00
609.07.3	Salvage of Appurtenance - Type FIRE HYDRANT	14 EACH		\$500.00	\$7,000.00	\$800.00	\$11,200.00	\$650.00	\$9,100.00	\$950.00	\$13,300.00	\$420.00	\$5,880.00
TRENCH EXCAVATION AND BACKFILL													
809.01.2	Trench Excavation and Backfill - Class I	189 L.F.		\$25.00	\$4,725.00	\$35.00	\$6,615.00	\$10.00	\$1,890.00	\$130.00	\$24,570.00	\$195.00	\$36,855.00
809.01.2	Trench Excavation and Backfill - Class II	1085 L.F.		\$30.00	\$32,550.00	\$43.00	\$46,655.00	\$15.00	\$16,275.00	\$75.00	\$81,375.00	\$195.00	\$211,575.00
809.02.2	Unsuitable Material Excavation	100 C.Y.		\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$16.00	\$1,600.00	\$50.00	\$5,000.00	\$23.00	\$2,300.00
809.03.2	Rock Excavation	10 L.F.		\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$750.00	\$7,500.00	\$115.00	\$1,150.00
809.04.2	Base Stabilization Material	100 C.Y.		\$30.00	\$3,000.00	\$25.00	\$2,500.00	\$27.00	\$2,700.00	\$110.00	\$11,000.00	\$46.50	\$4,650.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base (2"/6")	44 L.F.		\$60.00	\$2,640.00	\$58.00	\$2,552.00	\$40.00	\$1,760.00	\$115.00	\$5,060.00	\$175.00	\$7,700.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base (3"/8")	588 L.F.		\$70.00	\$41,160.00	\$60.00	\$35,280.00	\$90.00	\$52,920.00	\$75.00	\$44,100.00	\$95.00	\$55,860.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base (4"/10")	518 L.F.		\$80.00	\$41,440.00	\$72.00	\$37,296.00	\$120.00	\$62,160.00	\$85.00	\$44,030.00	\$115.00	\$59,570.00
SPECIAL PROVISIONS													
SP - 1	Grout 6" Water Line	282 L.F.		\$20.00	\$5,640.00	\$50.00	\$14,100.00	\$20.00	\$5,640.00	\$100.00	\$28,200.00	\$23.50	\$6,627.00
SP - 2	Replace Water Service at STA. 16+55	1 L.S.		\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00	\$7,500.00	\$7,500.00
SP - 3	Replace Water Service at STA. 66+98	1 L.S.		\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
SP - 4	Replace Water Service at STA. 69+59	1 L.S.		\$4,200.00	\$4,200.00	\$8,000.00	\$8,000.00	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
SP - 5	Replace Water Service at STA. 69+86	1 L.S.		\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
SP - 6	Replace Water Service at STA. 76+12	1 L.S.		\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$3,800.00	\$3,800.00	\$5,500.00	\$5,500.00	\$7,500.00	\$7,500.00
SP - 7	Replace Water Service at STA. 84+32	1 L.S.		\$5,300.00	\$5,300.00	\$10,000.00	\$10,000.00	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
SP - 8	Mobilization	1 L.S.		\$32,000.00	\$32,000.00	\$30,000.00	\$30,000.00	\$148,700.00	\$148,700.00	\$67,000.00	\$67,000.00	\$199,950.00	\$199,950.00
TOTAL				\$352,552.00		\$419,401.50		\$631,000.00		\$685,310.00		\$875,329.00	

WATER SERVICE REPLACEMENTS — 2017

PROJECT # 2-38-28-2-WTR-2017-14

PROJECT LOCATION



REVIEWED BY: WATER DIVISION

DATE: 1-26-17



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H. FREDERICKSEN, P.E.

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

2017

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DEPARTMENT			
WATER SERVICE REPLACEMENTS — 2017 (17TH ST. HOLMES TO 25TH EAST)			
CHK BY:	Y.G.	DSG BY:	C.W.
FILE NO. 2-38-28-2-WTR-2017-14	DATE PLOTTED:	1-2-2017	SHEET NO. 1 OF 18
DWG NO. Titlepage			

City of Idaho Falls
Expenditure Summary
From 1/01/2017 To 1/31/2017

Fund	Total Expenditure
General Fund	1,649,225.78
Street Fund	25,154.95
Recreation Fund	20,639.59
Library Fund	19,960.84
MERF Fund	13,689.86
EL Public Purpose Fund	12,388.56
Bus Improvement District	127.00
Golf Fund	43,851.99
Self-Insurance Fund	39,338.96
Sanitary Sewer Cap Imp	1,023.00
Water Capital Imp Fund	1,312.00
Fire Capital Improvement	15,260.00
Airport Fund	284,341.65
Water & Sewer Fund	512,477.08
Sanitation Fund	6,233.68
Ambulance Fund	44,410.74
Electric Light Fund	2,984,556.77
Payroll Liability Fund	2,823,140.92
	8,497,133.37

JANUARY 2017

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.

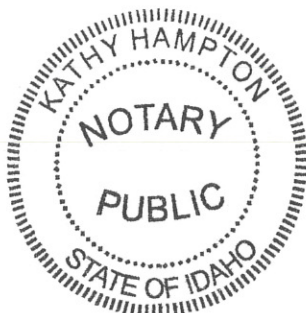

Kenneth McOmber

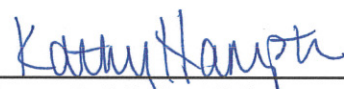
2-10-17
Date Signed

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 10TH day of FEBRUARY, 2017, 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

January 2017 Treasurer's Report.xls

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT											
KENNETH MCOMBER TREASURER											
JANUARY, 2017											
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	(1,918,941.73)	5,676,058.27	14,062,504.53	2,500,000.00	996,406.37	4,439,246.59	7,013,787.97	336,573.37	3,850,361.24	12,108,787.97	15,959,149.21
HEALTH & ACCIDENT INSUR.	1,832,573.43	2,472,573.43	-	245,000.00	-	-	2,000,000.00	-	77,573.43	2,395,000.00	2,472,573.43
STREET	(3,175,371.55)	(3,175,371.55)	3,049,298.93	-	-	217,734.15	-	62,875.88	(406,682.65)	-	(406,682.65)
RECREATION	(126,016.37)	(126,016.37)	472,228.15	-	-	122,830.01	-	11,605.93	211,775.84	-	211,775.84
LIBRARY	233,759.07	933,759.07	1,046,572.80	200,000.00	-	145,241.37	1,200,000.00	5,356.54	129,733.96	1,700,000.00	1,829,733.96
AIRPORT PFC FUND	32,508.03	32,508.03	30,630.90	-	-	-	-	32,508.03	30,630.90	-	30,630.90
MUNICIPAL EQUIP. REPLCMT.	806,419.23	17,043,264.70	12,407.69	5,061,198.10	246,062.00	13,689.86	5,650,452.04	-	461,945.12	16,826,099.41	17,288,044.53
EL. LT. WEATHERIZATION FD	952,902.65	2,352,902.65	65,157.46	300,000.00	-	12,388.56	1,100,000.00	-	205,671.55	2,200,000.00	2,405,671.55
BUSINESS IMPRV. DISTRICT	91,611.49	91,611.49	2,233.64	-	-	127.00	-	-	93,718.13	-	93,718.13
IFP RATE STABILIZATION FD	3,560,241.33	20,729,820.46	25,992.75	9,400,000.00	-	-	12,345,800.00	-	640,434.08	20,115,379.13	20,755,813.21
IFP CAPITAL IMPROVEMENT	35,723.68	10,369,563.42	-	-	-	-	-	-	35,723.68	10,333,839.74	10,369,563.42
GOLF	(406,164.45)	(406,164.45)	28,063.42	-	-	117,592.15	-	27,365.92	(523,059.10)	-	(523,059.10)
GOLF CAPITAL IMPROVEMENT	154,866.17	154,866.17	-	-	-	-	-	-	154,866.17	-	154,866.17
SELF-INSURANCE FD.	1,186,427.45	1,686,427.45	93,470.06	-	-	39,338.96	300,000.00	-	940,558.55	800,000.00	1,740,558.55
SANITARY SEWER CAP IMP.	689,493.11	1,389,493.11	13,846.20	-	-	1,023.00	500,000.00	-	202,316.31	1,200,000.00	1,402,316.31
MUNICIPAL CAPITAL IMP.	434,891.89	634,891.89	408,886.31	100,000.00	-	-	500,000.00	-	443,778.20	600,000.00	1,043,778.20
STREET CAPITAL IMPRV.	198,685.83	198,685.83	-	-	-	-	-	3,971.43	194,714.40	-	194,714.40
BRIDGE & ARTERIAL STREET	331,345.17	331,345.17	3,946.25	-	-	-	-	-	335,291.42	-	335,291.42
WATER CAPITAL IMPR.	927,382.10	2,727,382.10	22,187.56	1,300,000.00	-	1,312.00	1,300,000.00	-	948,257.66	1,800,000.00	2,748,257.66
SURFACE DRAINAGE	106,177.00	106,177.00	1,547.78	-	-	-	-	-	107,724.78	-	107,724.78
TRAFFIC LIGHT CAPITAL IMPRV.	814,329.22	1,414,329.22	509.12	200,000.00	25,974.16	-	200,000.00	-	840,812.50	600,000.00	1,440,812.50
PARKS CAPITAL IMPROVEMENT	174,497.26	174,497.26	6,645.28	-	-	-	-	-	181,142.54	-	181,142.54
FIRE CAPITAL IMPROVEMENT	(1,288,148.18)	(1,288,148.18)	220,637.85	-	-	9,760.00	-	430,747.85	(1,508,018.18)	-	(1,508,018.18)
AIRPORT	419,213.30	2,319,213.30	300,441.74	-	20,327.76	387,856.64	-	-	352,126.16	1,900,000.00	2,252,126.16
WATER & SEWER	2,301,379.90	28,485,373.96	1,609,839.25	5,684,000.00	42,508.15	848,970.92	7,473,230.61	-	1,315,525.77	27,973,224.67	29,288,750.44
W & S EQUIPMENT REPLACE	758,464.13	1,008,464.13	1,508.74	150,000.00	-	-	-	-	909,972.87	100,000.00	1,009,972.87
W & S SANITARY INTERCPT	541,685.25	741,685.25	1,005.84	100,000.00	-	-	-	-	642,691.09	100,000.00	742,691.09
SANITATION	61,819.00	761,819.00	363,768.87	-	-	161,435.29	-	31,819.80	232,332.78	700,000.00	932,332.78
AMBULANCE	(514,767.66)	(514,767.66)	494,298.13	-	-	410,480.63	-	46,098.99	(477,049.15)	-	(477,049.15)
ELECTRIC LIGHT	3,411,185.35	8,305,753.38	4,885,766.88	-	-	3,674,855.25	2,800,000.00	344,056.00	1,478,040.98	7,694,568.03	9,172,609.01
PAYROLL FUND	135,258.08	135,258.08	4,872,424.73	-	1,701.30	4,831,468.28	-	-	177,915.83	-	177,915.83
CLAIMS FUND	-	-	3,022,028.65	-	-	3,022,028.65	-	-	-	-	-
TOTAL ALL FUNDS	12,763,429.18	104,767,255.61	35,117,849.51	25,240,198.10	1,332,979.74	18,457,379.31	42,383,270.62	1,332,979.74	12,280,826.86	109,146,898.95	121,427,725.81

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

CASH AND INVESTMENT REPORT

Jan-17

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS		INVESTMENTS					
INSTITUTION	AMOUNT	INVESTMENT TYPE	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	245,000.00	2,235,000.00	2,450,000.00	10,955,000.00	\$15,885,000.00
El. Lt. Imprest (BIELI)	\$29,823.00						
Refund Acct. (BIRFD)	\$95,585.92	U.S. Securities	\$5,015,000.00	-	-	\$3,000,000.00	\$8,015,000.00
Wells Fargo Bank	\$8,385,968.35						
Petty Cash	\$14,740.00	Commercial Paper	7,990,300.00	17,969,572.22	-	-	\$25,959,872.22
US Bank (US)	\$3,379,777.79						
US Bank Payroll (USPAY)	\$167,196.51	Corporate Bonds	2,500,000.00	10,353,804.29	8,311,197.53	38,122,024.91	\$59,287,026.73
Wells Fargo Bank (WELLS)	\$86,942.35						
Key Bank	\$7,668.09						
		TOTAL	\$15,750,300.00	\$30,558,376.51	\$10,761,197.53	\$52,077,024.91	\$109,146,898.95
TOTAL	\$12,280,826.86						

January 24, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Council Meeting (Idaho Falls Power Board Meeting), Tuesday, January 24, 2017, at the Idaho Falls Power Conference Room, located at 140 S. Capital Avenue in Idaho Falls, Idaho at 8:00 a.m.

There were present:

Mayor Rebecca Casper
Councilmember Barbara Ehardt
Councilmember Ed Marohn
Councilmember Thomas Hally (by telephone)
Councilmember John B. Radford (arrived at 9:00 a.m.)
Councilmember David M. Smith (by telephone)
Councilmember Michelle Ziel-Dingman

Also present:

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

Mayor Casper called the meeting to order at 8:07 a.m. and turned the meeting to Director Flowers for the following agenda items:

Director Flowers recognized Stacy Scott, Accountant for Idaho Falls Power.

Year End Review:

Director Flowers stated in February 2016, City Council adopted a Financial Stability and Creditworthiness Policy. This policy identifies eight (8) reporting requirements that Management shall review on an annual basis. Director Flowers and Mr. Prairie reviewed the following with general discussion throughout:

1-The results of operation and financial condition of Idaho Falls Power (IFP), including a report on the liquidity and coverage requirements targeted fund balances established by this Policy –

Quarterly Financial Report (4th Quarter):

Revenue	
Total	\$12,608,464
Budget	\$11,832,188
Expense	
Total	\$13,553,887
Budget	\$13,966,333
Net Income	(\$945,423)
Cash Balance	
Electric Light Fund	\$8,580,980
Rate Stabilization Fund	\$20,843,333
Capital Fund	\$10,247,493

Director Flowers indicated Net Income loss was by design in prior years rate setting from Cost of Service (COS).

Line Extension Fees: Budget Projection - \$250,000, Collected - \$455,080, Council approved fee waivers of \$127,104.19. Director Flowers indicated the policy regarding fee waivers has been refined.

January 24, 2017 - Unapproved

Payment in Lieu of Taxes (PILOT): previous fiscal year operating revenues were used with total contribution in the amount of \$3,969,553. Director Flowers indicated, per Council approval, in-kind contributions have been eliminated which will allocate approximately \$3.5 million to the General Fund.

APPA (American Public Power Association) Benchmark: 7.9% for FY15-16. This percentage may decrease in the future.

Future projections:

- FY17/18 benchmark is 6.6%
- FY17 budget cash transfer is \$3,477,33
- FY18 budget cast transfer projected at \$3,344,162
- Traffic fund transfer will be deducted from these numbers (typically \$375,000-\$410,000)

FY18 budget discussions will include:

- Street lights and traffic signals
- Continue to require departments to request in-kind needs through their budget versus IFP budget
- All non-IFP in-kind to be directed to the budget process to maximize dollar transfer and allow Council to set spending priority
- Transfer slightly less than benchmark

At the request of Mayor Casper, it was moved by Councilmember Dingman, seconded by Councilmember Marohn, to deviate from the agenda for immediate discussion of snow issues with the good faith reason due to the emergency snow conditions. The motion passed following a unanimous vote. Mayor Casper expressed her concern for the excessive amount of snow and condition of roadways with regard to safety. After brief discussion, it was decided employees would be allowed additional time to arrive at work and Department Directors would be allowed flexibility with non-essential employee attendance.

Transfer Payments: Cost causation principles were implemented this budget year, the formula will be reviewed again with Municipal Services.

Transfers	Budget	Actual
Municipal Services	\$1,444,944	\$1,374,634
Accounting & Auditing	60,000	63,704
Billing/Collection-Transfer	619,617	626,620
City Gen & Admin Transfer	597,780	580,822

Investment Management: IFP staff and the City Treasurer are working together on liquidity needs for the utility that will facilitate better investment planning for the fund balances going forward. This is based upon actual capital expenses, Power Cost Adjustment triggers and wholesale market conditions.

Target Fund Balances:

- Electric Light Fund - \$10 million
- Rate Stabilization Fund - \$20 million

Mr. Prairie stated the policy sets the initial targets which are then revised/updated in the COS process which drives the budget.

2015 COS for FY16 Rates: \$5 million has been budgeted for T&D (Transmission and Distribution) projects. This amount matches the Capital Improvement Plan (CIP) and COS expenses. The decrease in the MERF (Municipal Equipment Replacement Fund) balance was planned. The reduced funds were transferred to the Electric Light Fund.

Power Cost Adjustment (PCA): The PCA is now included on utility statements as this is a true-up mechanism to prior years actual wholesale power expenses and hydrological conditions. 25% of the PCA is retained by the utility as a mechanism for helping to fund future capital expenses.

January 24, 2017 - Unapproved

Rate Stabilization Fund – 2017: Rates are set in July, Q4 was better than expected. Balance going into FY2017 = \$21,082,843.

2. A review of the sufficiency of the current rates for System services, and a report on the operation of the power cost adjustment provision –

There was decreased retail revenue projections from 2016 COSA (Cost of Service Adjustment) to 2017 COSA = lower load forecasts. Budgets were cut and capital projects were deferred for 2017 rather than a rate increase to cover the revenue decrease. Q4 retail sales were better than projected.

Service Territory and Load Changes: From 2008-2016 customer growth is 6.28%. Load growth is -5.12%. Director Flowers briefly reviewed recent conversation with Rocky Mountain Power (RMP) regarding customer exchange. She indicated the 10-year agreement is being renegotiated.

Mr. Prairie reviewed peak load by month stating peaks are down, except during the summer months. He reviewed forward load and resource projections. New potential large loads include INL (Idaho National Laboratory) Development and Computing Lab, and the Events Center.

3. Power supply and costs under the Bonneville Power Sales Agreement and other power supply agreements, and a summary of any wholesale power sales or purchase transactions –

Expenses were \$1.3 million under budget but \$600,000 over COS projection. Revenue was \$5 million above budget and \$2 million over COS, which helped created the PCA balance. Mr. Prairie reviewed Heavy Load, Light Load, Net Power Supply Costs, and various theoretical examples of the Carbon Free Power Project SMR (Small Modular Reactor) Forecast graphs.

4. The operating results and forecasts for the Bulb Turbine Project and the Gem State Project –

Mr. Prairie reviewed bulb turbine generation performance for the previous seven (7) years. He stated the performance is based on water conditions and some years are higher than average due to drought years in the averages and outages. He stated insurance was added starting in 2015 to match plant values and risks, with updates occurring on an annual basis. 2016 insurance includes: \$100 million for Flood and Earthquake; \$100 million for Plants; \$229 million of Total Insured Value. Credit ratings on carriers = A+, excess coverage = A to A+ rating.

5. The current staffing level for IFP, any need for additional personnel, and a review of compensation levels and benchmarks for management and key employees –

Director Flowers reviewed high demand jobs, stating skilled transmission and distribution trades rank as highest demand. She also reviewed personnel trends, stating 37% of IFP staff has more than 20 years in the Rule of 90 Risk. She indicated her personal goal is to transition utility employees to a utility compensation schedule based on market valuations with coordination from the Human Resources Department.

Cohesive Utility Compensation Strategy includes:

Utility Scale – one scale for the department based on market

-Job Specific Market Index – three-year compensation study

-Labor index – cost of labor based on defined market index

-Pay for Performance – use same performance tool as City, review annually

Director Flowers reviewed Energy Services Manager case study as well as hydro mechanics and line crew risks for turnover and potential for gaps in leadership. She stated due to Council's decision to remain with Slice product for the duration of the BPA (Bonneville Power Administration) Power Sales Contract, led to the need to mitigate risk associated with turnover in key staff positions. The contingency plan is to use TEA (The Energy Authority), at a cost of \$1.3 million/year. This year's attempt to mitigate the power supply risk has been unsuccessful. Overall the approach will likely take five years. Staff will likely include the TEA costs in the future budget to ensure spending authority is in place should turnover occur. General Manager Data Comparison and industry turnover trends were

January 24, 2017 - Unapproved

reviewed. Director Flowers indicated this is a complex problem which could put the utility at risk if a successful strategy is not defined. Councilmember Smith believes this is an issue with other Enterprise Funds staff as well.

6. IFP's compliance with applicable legal, regulatory and contractual requirements –

Dam Licenses (through Federal Energy Regulatory Commission (FERC)) and Reliability Standards were reviewed. It was noted there were no audit actions this past year, the utility is conducting a self-audit in 2017, the midpoint between audits. Emphasis on Cybersecurity will continue to be a priority in the industry for the foreseeable future. She stated consumer confidence is a serious risk, citing a recent example with another utility. Utility-wide employee training with all City employees will continue on an annual basis. Capital spending has increased and will continue in the foreseeable future on security measures. Open houses of power plants may discontinue. It was noted the monthly report for October and November to EIA (Energy Information Administration) was late due to problems with the Cayenta revenue report. The Department of Energy was proactively notified by IFP. Director Flowers reviewed Peer-to-Peer Safety Initiative, which was launched mid-2016.

7. The operating condition of the principal facilities of the System, as well as completed and projected renewals, replacements and capital additions and improvements –

The CIP has been extended to 10-year projection, populating all years will be a multi-year effort. IFP depreciated value is 58% (reduced from 59% one year ago). 2016 Bulb Turbines and Gem State, the Old Lower Plant project, and 2015 Transmission & Distribution expenses were reviewed as well as the Transmission Expansion project efforts. Director Flowers indicated bidding process is anticipated in 2018. This will be completed through UAMPS (Utah Associated Municipal Power Systems) as a transmission services project estimated at \$22 million.

Fiber Year End Review and Network Expansion:

Director Flowers reviewed the following:

Revenue	
Budget	\$656,104
Actual	106.6%
Operations and Maintenance	
Budget	\$293,324
Actual	99.1%
Net Revenue	\$229,408

She indicated IFP is beginning to reclaim six (6) pairs of fiber for lease. Loan balance = \$105,000 which is largely due to amortized construction costs. Public informational meetings will be held through the month of February. She reviewed the history of fiber and options for the fiber network expansion. Potential benefits for City residents include: higher property values; increased and better educational offerings; enhanced telecommuting potential; and economic development. Director Flowers stated the fiber-optic telephone survey has been completed with three (3) key findings.

- 1- Most residents have internet; less than half have cable/satellite TV or landline phone
- 2- Most residents would consider purchasing internet services from IFP; half would consider purchasing cable TV; very few would purchase landline phone
- 3- Over time, residents think they will be less likely to purchase each of the three (3) services; most would be likely to purchase internet and television

She indicated the next steps would include review of business model to see what impact transitioning away from triple play will have on business strength, correlate responses to subscription levels, and, gain additional public input.

National Issue Update:

January 24, 2017 - Unapproved

Director Flowers stated Congressman Ryan Zinke is likely to be confirmed as Interior Secretary. The NWPPA (Northwest Public Power Association) wrote letter of support for the confirmation. She indicated municipal bonds will be the primary focus of the APPA (American Public Power Association) legislative rally. She informed the Council of Treasury Secretary Nominee Steve Mnuchin's support of private activity bonds as he believes private activity bonds are a valuable way to incentivize private investment. She indicated APPA and other trade associations will be working hard to gain his support and utilities will be encouraged to raise this message as top priority in this administration. She also indicated this may be favorable for public/private partnership on a fiber network.

Director Flowers briefly reviewed the House Energy and Commerce Committee authorization and oversight plan, stating there are several issues of interest to public power. She indicated the staff will also deliver a message of strong support for PTCs (Production Tax Credits) for the SMR project.

Regional Issue Update:

Director Flowers stated the comment period on the Columbia River System Operations Environmental Impact Statement has been extended to February 7. She encouraged all Councilmembers to submit comments. BPA is optimistic the NEPA (National Environmental Policy Act) analysis will not exceed \$55 million. BPA is currently in a rate review process and is looking at efficiencies with the Integrated Program Review 2 process. IFP is planning to intervene in the rate case to argue against the current BPA proposal for financial reserves policy..

Strategic Refocus:

Director Flowers stated IFP is pursuing a strategic refocus session to set an operational plan for the near term future that includes consideration of the changes in industry being driven by technology. This session will take the 1997 Mission Statement and Operating Principles combined with the City's Priority Based Budgeting (PBB) outcome to reach specific business goals and action plans. This will guide the utilities work plan for the next five (5) or so years. Director Flowers indicated City Council would be involved with the effort with plans to schedule Council involvement in conjunction with currently-scheduled board meetings.

Grant application from Idaho Falls Power to the Idaho State Department of Parks and Recreation for Waterways Improvement Fund:

Director Flowers stated IFP was approached by the Idaho Department of Parks & Recreation for a grant opportunity due to the declining condition of the boat ramp at the Gem State Marina boating facility. The boat ramp is owned and maintained by IFP. The grant would amount to \$122,231 with 25% utility match. The project would be awarded in October 2017 with project completion in Q1 of FY2018. After brief discussion, there was consensus of the Council to apply for the grant.

Mayor Casper reviewed possible discussions for City Officials Day at the Capital on January 26, 2017. She believes support of the two (2) new INL buildings from State funding needs to be addressed. General discussion followed.

It was moved by Councilmember Radford, seconded by Councilmember Marohn, to add agenda item of the previous discussion of buildings with the good faith reason that legislative issues will be occurring within the next several days. The motion passed following a unanimous vote.

There being no further business it was moved by Councilmember Marohn, seconded by Councilmember Radford, to adjourn the meeting at 11:10 a.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

February 9, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, February 9, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

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

Also present:

Randy Fife, City Attorney
Kathy Hampton, City Clerk
All available department directors

Pledge of Allegiance:

Mayor Casper invited Xavier Jones, an 8th grade student at Taylorview Jr. High School and Boy Scout Troop #310, to lead those present in the Pledge of Allegiance.

Public Comment:

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

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to table Municipal Services Item 5.C.3) Temporary Office Space Lease, 700 Park Avenue, for two (2) weeks. Councilmember Ehardt believes due to recent information received the Council may need additional discussion for this item. Roll call as follows: Aye – Councilmember Ehardt, Radford, Smith. Nay – Councilmembers Marohn, Dingman, Hally. Mayor Casper indicated due to possible concern from Councilmembers for this item, she will vote in favor to table the item stating this item will be included on the next agenda.

Consent Agenda:

Office of the Mayor requested reappointments to City Boards, Committees and Commissions as follows:

Bill Combo – Parks and Recreation Commission Reappointment
Tom Hersh – Parks and Recreation Commission Reappointment
Randy Westergard – Shade Tree Committee Reappointment
Rick Carosone – Golf Advisory Board Reappointment
Gary Lattimore – Golf Advisory Board Reappointment
Natalie Black – Planning and Zoning Commission Reappointment
Margaret Wimborne – Planning and Zoning Commission Reappointment

Municipal Services requested approval of Bid-IF-17-11, Motor Fuel and Lubricants (Annual Operating Purchase for Fleet Maintenance).

Municipal Services requested approval of Bid IF-17-L, Replacement Vehicles (Scheduled Equipment Replacement).

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Idaho Falls Power requested approval to ratify power transactions with Battelle Energy Alliance LLC (BEA).

The City Clerk requested approval of minutes from the January 23, 2017 Council Work Session; January 24, 2017 Special Council Meeting; and February 1, 2017 Council Work Session.

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

Regular Agenda:

Fire Department

Subject: First Amendment to the Ambulance Service Contract with Bonneville County

This amendment has been requested from Bonneville County to add language to the agreement that the City of Idaho Falls will pay \$500.00 per month for lease of the County's facility in Swan Valley. This action clarifies the parties' responsibility and dispels discussion that the County is subsidizing the City.

Councilmember Marohn stated this agreement has been in place since July 2016. He indicated the lease amount will be offset by the County's support of a snowblower as well as a cardiac monitor.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the First Amendment to the Ambulance Service Contract with Bonneville County and give authorization for the Mayor and City Clerk to sign contract documents. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Ehardt. Nay – Smith. Motion carried.

Subject: Mutual Aid Agreement between the City of Idaho Falls and the Shelley-Firth Rural Fire District

This agreement reflects a mutual aid understanding that if either party has a major incident the other party may call for assistance.

Councilmember Marohn stated this agreement, along with the following two (2) agreements, are to memorialize verbal agreements. He indicated all three (3) agreements include a 30-day termination notice.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the Mutual Aid Agreement with the Shelley-Firth Rural Fire District and give authorization for the Mayor and City Clerk to sign contract documents. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Subject: Mutual Aid Agreement between the City of Idaho Falls and the Central Fire District

This agreement reflects a mutual aid understanding that if either party has a major incident the other party may call for assistance.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the Mutual Aid Agreement with the Central Fire District and give authorization for the Mayor and City Clerk to sign contract documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

Subject: Mutual Aid Agreement between the City of Idaho Falls and the City of Ucon

This agreement reflects a mutual aid understanding that if either party has a major incident the other party may call for assistance.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the Mutual Aid Agreement with the City of Ucon and give authorization for the Mayor and City Clerk to sign contract documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Parks and Recreation

Subject: Resolution to accept WaterSMART Grant Funds

For consideration is a Resolution committing \$300,000 of matching funding and in-kind support upon receipt of funding from the U.S. Department of the Interior Bureau of Reclamation for a WATERSMART Water Grant for the City's Pinecrest Golf Course Irrigation Efficiency Improvement Project.

Councilmember Radford stated the grant process requires commitment of a resolution. He indicated due to the grant not being approved at this time, the funding source is still being determined. Parks and Recreation Director Greg Weitzel indicated this item was discussed at the January 23, 2017 Work Session. Matching funds would be budgeted from existing capital funds. He stated this is a three (3) year capital project with the end result being removal of the irrigation system from the City potable water system to a surface irrigation system. This would save the City approximately 57 million gallons/year in culinary water. Total grant amount request is for \$1 million. It was estimated total project costs would amount to \$2.2-2.8 million. Director Weitzel stated the department is also pursuing additional grants to assist with funding. He stated the federal grant must be awarded on a yearly basis which would require Council approval on a yearly basis as well. He indicated in-kind work could fulfill terms of the grant. Director Weitzel stated the grant announcement would occur in June and any potential funding sources could be identified in the upcoming budget session for FY2017/2018. Councilmember Smith believes Pinecrest Golf Course is an asset to the City and this grant would allow a continual water source at a reduced cost. He indicated there would be substantial cost savings over the course of time by eliminating the current pumping process.

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

Subject: War Bonnet Round Up Professional Services Agreement

For consideration is an agreement with Mo Betta Rodeo, Inc. for four (4) nights of rodeo production in August 2017. This agreement has a one (1) year term.

Director Weitzel stated Mo Betta Rodeo provides an umbrella insurance policy which would assist with previous liability concerns. He indicated the rodeo could not occur without the multiple sponsors as well and he expressed his appreciation to those sponsors. Mr. Fife recommended moving individual agreements to one (1) producer for ease of service and to move the liability away from City. He indicated the City also participates with ICRMP (Idaho Counties Risk Management) for insurance coverage.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the agreement with Mo Betta Rodeo, Inc. and give authorization for the Mayor and City Clerk to sign contract documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

Subject: Idaho Falls Zoo at Tautphaus Park Concession Agreement

For consideration is the Idaho Falls Zoo at Tautphaus Park Concession Agreement with Mountain Foods. This agreement has a one (1) year term.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the agreement with Mountain Foods and give authorization for the Mayor and City Clerk to sign contract documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Subject: Golf Facility Concession Agreement

For consideration is the Golf Facility Concession Agreement with MLC Taylor Services, LLC to operate the cafes at Pinecrest, Sand Creek and Sage Lake Golf Courses. This agreement has a three (3) year term.

Director Weitzel stated this is a new agreement due to the retirement of the previous vendor. The manager of the previous vendor has started his own company and was the sole bidder for this agreement.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the agreement with MLC Taylor Services, LLC and give authorization for the Mayor and City Clerk to sign contract documents. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

Municipal Services

Subject: Bid IF-17-L Addition to Fleet Vehicles

It is the recommendation of the Municipal Services, Parks and Recreation, and Public Works Departments to piggyback on the State of Idaho Contract (SBPO 16200404) with Smith Chevrolet to purchase two (2) vehicles as additions to the Fleet for a total contract award of \$86,738.23.

Councilmember Marohn stated the Parks and Recreation (P&R) Department requested purchase of a 1-ton flatbed truck with a snowplow for \$42,593.66. This purchase will be an addition to the P&R fleet. Funding to purchase a truck for \$38,000 was approved in the 2016/17 general fund budget for weed and snow activities. However, after review of the equipment specifications, a 1-ton truck was recommended for structural stability for snow removal. The additional \$4,593.66 will be covered by the P&R general fund budget. Councilmember Marohn stated the Public Works (PW) Department requested purchase of a 1-ton flatbed truck with a crane and plow for \$44,144.57. This purchase will be addition to the PW fleet to cover the additional staff members in the Water Division. Funds were budgeted in the PW fund budget for a total of \$65,000.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to piggyback on the State of Idaho Contract with Smith Chevrolet to purchase two (2) vehicles as additions to the Fleet for a total contract award of \$86,738.23. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

Subject: Municipal Equipment Replacement Fund Resolution

Municipal Services is requesting approval of a resolution to document functions related to the City's Municipal Equipment Replacement Fund (MERF). Adoption of the resolution will standardize and publicize the operational processes to ensure funding is available to retain and replace existing vehicles and equipment as needed.

Councilmember Marohn stated this resolution will formalize and memorialize functions and policy of the MERF. MERF is not intended for additional vehicles, it is to be used for fleet vehicle replacement and helps to stabilize the

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cost of vehicles. It was moved by Councilmember Smith to table consideration of the MERF Resolution for discussion at a Work Session. Mayor Casper believes there is a balance of items to be considered at Work Session and/or Regular Council Meetings. She also believes this item would have required minimal discussion due to previous support of the Council for this particular resolution. Motion died for lack of a second. Councilmember Marohn stated each department shall have a three (3) year plan relative to replacement of vehicles and equipment. Municipal Services Director Pamela Alexander stated the MERF is reviewed on an annual basis. She indicated the three (3) year plan is to allow short-term liability for the fund. Councilmember Ehardt expressed her appreciation to Chandra Witt, General Services Administrator, for her assistance regarding the MERF program. She believes the City is a benefactor of foresight of previous Council and staff. She also believes the MERF will continue to be a benefit to the City.

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

Subject: Temporary Office Space Lease, 700 Park Avenue – tabled

Public Works

Subject: Bid Rejection – Lincoln Park Tennis Court Resurfacing

On January 25, 2017, a bid was received and opened for the Lincoln Park Tennis Court Resurfacing project. The only bid received in the amount of \$32,640.00 exceeded the budgeted amount and was 125% of the Engineer's Estimate. Public Works, in consultation with the Parks and Recreation Department, recommends rejection of this bid and that notice of such be sent to the bidder.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to reject the bid for the Lincoln Park Tennis Court Resurfacing project and that notice of such be sent to the bidder. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

Subject: Bid Award – 17th Street and St. Clair Road Canal Improvements

On January 31, 2017, bids were received and opened for the 17th Street and St. Clair Road Canal Improvements project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation – Northwest an amount of \$284,368.00.

Councilmember Ehardt stated the bridge needs addressed prior to future road improvements. She indicated the bridge will be removed and 900 feet of pipe will be installed for the water flow.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve of the plans and specifications and award to the lowest responsive, responsible bidder, Knife River Corporation – Northwest an amount of \$284,368.00. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

Subject: Idaho Transportation Department (ITD) State/Local Agreement – East Elva Street, North Holmes Avenue to North Tourist Park

For consideration is a State/Local Agreement with the Idaho Transportation Department and accompanying Resolution for the East Elva Street, North Holmes Avenue to North Tourist Park project. This agreement stipulates that the City will design and construct the project and be reimbursed after making payment to the contractor. The total estimated cost of the project is \$538,350; the City's responsibility is to provide 7.34% or \$39,515 in matching funds.

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Councilmember Ehardt stated this project will surround Pinecrest Golf Course. Councilmember Radford believes this project is needed as a fatal accident has occurred at this intersection. Mayor Casper believes this safety project rectifies the omission of curb and gutter at the golf course. Councilmember Dingman stated this project was identified in the Connecting Our Community Plan.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to adopt the resolution, approve the agreement, and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Subject: Professional Services Agreement and Task Order with Murray, Smith and Associates, Inc. (MSA) for Well No. 1 Upgrades

For consideration is a Professional Services Agreement and Task Order for Well No. 1 upgrades that include design and construction phase services with MSA. MSA will provide engineering services as necessary for a not-to-exceed amount of \$131,846.00.

Councilmember Ehardt stated Well No. 1 was constructed in 1926.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the Professional Services Agreement 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.

Community Development Services

Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Division No. 1

For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Linden Trails Division No. 1. The Planning and Zoning Commission reviewed this application at its December 6, 2016 meeting and unanimously recommended approval. Staff concurs with this recommendation.

Councilmember Dingman stated the final plat layout is slightly different from previous presentation due to several townhomes needing to be reconfigured (by the developer) for a Rocky Mountain Power line. She indicated a 10-foot path will resolve the connectivity issue and a traffic study has been completed to address the additional traffic concerns.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Development Agreement for Linden Trails Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to accept the Final Plat for Linden Trails Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. 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 Linden Trails Division No. 1, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

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Public Hearing – Rezone from R-3A to C-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B 0.405 acres, Corner of Broadway and Moonlite

For consideration is the application for Rezone from R-3A to C-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B 0.405 acres, corner of Broadway and Moonlite. The Planning and Zoning Commission reviewed this application at its January 3, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all information presented be entered into the record.

Community Development Services Director Brad Cramer appeared with the following:

Slide 1-Property under consideration in current zoning designations

Slide 2- Aerial photo of property under consideration

Slide 3- Additional aerial photo of property under consideration

Director Cramer stated the property under consideration is currently a convenient store.

Slide 4- Future Land Use Map of the Comprehensive Plan

Mayor Casper requested any public comment.

Scott Stom, representative of Jacksons Food Store, appeared. Mr. Stom stated the current convenient store would be converted and rebranded to a Jacksons Food Store. The building will remain as is, by footprint, with extensive remodel inside and outside. Fuel service dispensers will also be added.

Mayor Casper requested any other public comment. No one appeared.

Mayor Casper closed the public hearing.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinance rezoning M&B 0.405 acres, corner of Broadway and Moonlite, from R-3A to C-1, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

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

ORDINANCE NO. 3112

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF M&B 0.405 ACRES, SE COR. W1/2, SW1/4, SECTION 14 T 2N, R 37E OF THIS ORDINANCE FROM R-3A ZONE TO C-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the rezoning of M&B 0.405 acres, corner of Broadway and Moonlite, from R-3A to C-1, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Hally, to adjourn the meeting at 8:41 p.m. and move into Executive Session and not reconvene to Regular Council Meeting at the conclusion of the Executive Session. The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently

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likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement; and Idaho Code Section 74-206(1)(j) To consider labor contract matters authorized under Idaho Code Section 74-206(1)(a) and (b). 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), Thursday, February 9, 2017, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 8:52 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 Michelle Ziel-Dingman
Councilmember Thomas Hally

Also present:

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

The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(j) To consider labor contract matters authorized under Idaho Code Section 74-206(1)(a) and (b); and Idaho Code Section 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

There being no further business, the meeting adjourned at 10:30 p.m.

CITY CLERK

MAYOR

REGULAR AGENDA:



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Mr. Brad Cramer, Director

DATE: February 15, 2017

RE: Local Land Use Planning Act Public Hearing Procedures Resolution

Idaho Code Title 65, Chapter 65, the Local Land Use Planning Act, requires jurisdictions to adopt land-use related hearing procedures. While the Zoning Ordinance contains some basic procedures on how to conduct the actual hearing, it does not include a thorough procedure for all types of land-use related hearings. Community Development Services and the Legal Department have worked to prepare a comprehensive procedure document for quasi-judicial and legislative hearings so the City is in compliance with the requirement of the Local Land Use Planning Act. The procedures and resolution to adopt the procedures are attached with this memo.

Attachments: Resolution to Adopt Hearing Procedures
Land Use Hearing Procedures

CC: File, City Clerk

BGC-014-17

RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING LAND USE – RELATED PUBLIC HEARINGS PROCEDURES AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City desires to provide consistency in the conduct of public hearings held in conjunction with the City process of regulating the governance, use, and development of land; and

WHEREAS, the City wishes to protect the public interest and private rights of participants during the public hearings process in land use decisions; and

WHEREAS, the City wishes to comply with the requirements of Idaho Code Title 67, Chapter 65, by the adoption of land use-related hearing procedures; and

WHEREAS, the City desires to have a different process for quasi-judicial hearings and for legislative hearings that are required by the Idaho Code and City Code so that each type of hearing delivers sufficient, predictable, and consistent input to the decision-making body; and

WHEREAS, the Council believe that adoption of this Resolution and the land use-related public hearings procedures herein is prudent, advisable, and according to law.

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

1. The City Council hereby adopts the “City of Idaho Falls, Idaho, Land Use – Related Public Hearings Procedures” attached to this Resolution as Exhibit “A”.

ADOPTED and effective this ____ day of January, 2017.

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 Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING LAND USE – RELATED PUBLIC HEARINGS PROCEDURES AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton, City Clerk

(SEAL)

LAND USE – RELATED PUBLIC HEARINGS

Purpose. To provide consistency in the conduct of public hearings held in conjunction with the City process of regulating the use and development of land; to protect the public interest and the private rights of participants in the public hearing process; and to comply with the requirements of Idaho Code. For purposes of this Resolution, the term “decision-making board” shall mean the Board of Adjustment, Planning and Zoning Commission, Council, hearing examiner or advisory board and any other person(s) duly authorized to make a determination regarding zoning or land use planning pursuant to Idaho Code or this Code, excluding City staff.

QUASI-JUDICIAL HEARING PROCEDURE

A. Pre-Hearing Procedure.

1. Ex-parte communications with members of a decision-making board are prohibited following the submittal of the correct fee(s) and a substantially completed application (as determined by the Community Development Services Department). Prior to the conduct of a hearing regulated by the Idaho Local Land Use Planning Act, no person shall attempt to discuss the subject of the hearing with a member of the decision-making board designated to decide the relevant issue(s). Any such attempt shall be reported by the person(s) approached to the office of the City Attorney, who shall advise the decision-making board in that regard.
2. The applicant for a land use-related permit shall submit a completed application on a form provided by the City to the appropriate City official along with all relevant fees and required materials.
3. The City shall contact all persons entitled to notice of the pending land use decision under the provisions of this Code and the Idaho Code.
4. The applicant should submit such written material as the applicant may desire to the City at the time of application filing. Such written materials should be submitted not less than ten (10) business days in advance of the first hearing so that the materials submitted may be reviewed by the interested public prior to the hearing. Materials provided less than ten (10) days in advance of the first hearing may be admitted only subject to the discretion of the decision-making board.
5. Public participants desiring to submit materials to the decision-making board shall make such submission at least five (5) business days in advance of the first scheduled hearing. Materials provided less than five (5) business days in advance of the first hearing may be admitted only subject to the discretion of the decision-making board chair.

6. Where required, the City shall publish notice of the public hearing in accordance with the requirements of this Code and the applicable sections of the Idaho Code. Where required, the City shall provide proper notice to the residents and/or land owners entitled to notice within the terms of this Code and applicable sections of the Idaho Code.

B. Public Hearing Procedures.

1. Public hearings shall be conducted according to orderly procedures, as specified by the Chair of the decision-making board, subject to the will of the decision-making board.
2. Procedures shall be directed to providing the participants in the hearing a fair chance to be heard by an impartial decision-making board.
3. Decision-making board members who have a conflict of interest involving the subject matter of a hearing shall not participate in the deliberations related to the item(s) in which there is a conflict of interest. Abstention shall be governed by the applicable provisions of this Code, the Idaho Code, and the member's personal perception of the situation. The decision to abstain from deliberation shall be the personal decision of the individual decision-making board member. A member who abstains may participate in the hearing in the same manner as the general public and according to Idaho Code.
4. The Chair of the decision-making board shall have sole authority to recognize participants in the hearing process and to maintain order during conduct of the hearing.
5. Subject to decision-making board objection, the Chair may establish time limits on presentations in the interest of fairness and to provide more people with a chance to participate. Said limitations should be established at the beginning of the hearing but may be invoked during the hearing when conditions warrant. Each person who testifies shall provide the recording secretary with his or her name and a true and accurate mailing address.
6. Formal rules of evidence will not apply during the hearing, but the Chair may rule that certain testimony may be excluded or shortened because of its relevance to the subject of the hearing.
7. Any person may testify through a designated representative. The decision-making board may request proof of authorization from anyone purporting to speak for another. All writings or other tangible materials submitted as testimony should contain the name and address of the testifying party in form.
8. Hearings conducted pursuant to this Resolution shall generally be conducted in the following order:
 - a. Call to order and opening of the hearing.
 - b. Introduction of hearing item and explanation of request and proffer of evidence by City staff.
 - c. Presentation by applicant or applicant's representative.
 - d. Public testimony in support of the application.

- e. Public testimony in opposition to the application.
 - f. Other public testimony.
 - g. Response of applicant to public testimony, if desired.
 - h. Closure of the public hearing.
 - i. Decision-making board deliberations without further unsolicited comment based upon evidence and testimony presented during the hearing.
9. All inquiries regarding the presentation of any party shall be directed to the Chair, who shall decide the need for a response, where necessary or appropriate. During the hearing and as directed through the Chair, members of the decision-making board may question any participant in the hearing process concerning any representations made or questions raised in the course of the hearing or in written materials submitted prior to or during the hearing.
 10. All information upon which a decision rests, including information held by decision-making board members from their own experience, shall be placed upon the record during the hearing and before the public hearing is closed.

C. Post Hearing Procedure.

1. At the close of the public hearing, the decision-making board may take any of the following actions concerning the matter(s) before it:
 - a. Approve the application as presented.
 - b. Reject the application as presented.
 - c. Approve the application subject to specific conditions as permitted by the applicable substantive Zoning Code sections.
 - d. Table the application to allow fact finding by the City staff, to receive answers to specific factual questions from the applicant or the interested public, or to defer the decision for further reflection. When a request is tabled, the final decision shall be made at a succeeding regularly scheduled meeting, or at a special meeting for which proper notice has been given.
 - e. Schedule a continuation of the public hearing at a specific time and place. This provision shall apply to any visit to the site in question by the decision-making board.
2. After the close of a public hearing, the only public communication with the decision-making board concerning the application before them shall be specific factual answers to questions raised at the hearing or during deliberations and requiring a subsequent reply. The decision-making board may communicate freely with City staff and its own legal counsel following the closure of the public hearing.
3. Following each public hearing the decision-making board shall reach a decision. The deliberations and final decision shall be conducted in an open meeting subject to the public scrutiny, and shall be made in a timely manner.
4. Decisions in such applications shall be accompanied by a written Reasoned Statement of Relevant Criteria and Standards which shall set forth the reasons for

the decision-making board's decision pursuant to Idaho Code. Reasoned Statement of Relevant Criteria and Standards shall be adopted by specific motion of the decision-making board.

5. The City shall maintain a transcribable verbatim record of all hearing proceedings pursuant to Idaho Code.

LEGISLATIVE HEARINGS

Purpose. To promote consistency and predictability when a legislative hearing is required for proposed changes to the land use regulations of the City pursuant to the requirements of Title 67, Chapter 65 of the Idaho Code. Not all considerations of City legislation requires a hearing. Because land-use ordinances have general application to the community and its members and because broad input is desirable, ex-parte contacts are not-forbidden in conjunction with a legally required legislative hearing process.

A. Pre-Hearing Procedure.

1. A legislative hearing may be scheduled by request by staff or by order of the Chair of the Planning and Zoning Commission or by the Mayor or by a motion passed by a majority of the membership of the decision-making board involved.
2. Upon order, City staff shall cause to be published a public notice containing the nature of the proposed change contemplated to the land use regulations of the City and the time and place of the hearing.
3. A copy of the proposed change shall be made available to the public for inspection from the time notice is published to the time of the hearing.
4. Written comments may be forwarded to members of the decision-making board consideration any time prior to the close of comments at the hearing, as determined by the decision-making board hearing the matter.
5. All deliberations on matters which are the subject of legislative hearings shall be conducted in a properly noticed open meeting of the board considering the proposal.

B. Public Hearing Procedure.

1. Testimony and other materials may be submitted in any form by any person interested in the legislative proposition, subject to rulings by the Chair concerning form, length, or relevance. All persons testifying at a legislative hearing should state their name and address prior to addressing the decision-making board.
2. A legislative hearing shall generally be conducted in the following order:
 - a. Call to order and opening of the hearing.
 - b. Introduction of hearing item and explanation of proposal and profer of evidence by City staff.
 - c. Public testimony in support of the proposal.
 - d. Public testimony in opposition to the proposal.
 - e. Other testimony on the proposal.

- f. Closure of the public hearing.
 - g. Decision-making board deliberations without further unsolicited comment.
- 3. The Chair shall be free to vary the order of hearing procedures as necessary or desirable.
- C. Post Hearing Procedure.
 - 1. The governing board makes a decision on the proposal.
 - 2. Minutes shall be kept of all legislative hearings and said minutes shall be available for public inspection during regular business hours and personnel pursuant to Idaho Code.



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Mr. Brad Cramer, Director

DATE: February 15, 2017

RE: Final Plat Extension to Record, Saturn Park Townhomes, Division No. 1

Attached is a request for a 120 day extension to record the final plat for Saturn Park Townhomes, Division No. 1. The plat was approved by the City Council on August 25, 2016. The Subdivision Ordinance requires the plat be recorded within 90 days of approval or an extension must be approved by the City Council. As noted in the email from the applicant, all property corners must be set or a bond be in place prior to recording. Due to the snow and ice on the property some of the corners are still not set and the bond is not yet in place. With the weather turning, one of the two options will be addressed soon, but the 90 days to record has passed. Staff recommends approval of the extension for 120 days, ending on June 23, 2017.

Attachments: Aerial Photo
 Request from applicant

CC: File, City Clerk

BGC-013-17



1" = 300'
Date: 09/01

Blue Sky Dr

Brenthaven St

Simon Ave

Westwood St

Terrace Dr

Crestview Ave

Brentwood Dr

Camrose St

Avalon St

Cypress Ave

Carmel Dr

S Skyline Dr

Tulane St

Vassar Way

Dartmouth Dr

Laprele St

S Saturn Ave

Teton View Ln

W Colorado Ave

Pancheri Dr

Interstate 15 NB

Interstate 15 SB

Pioneer Rd

Tara St

Joelle Ave

Atlanta St

Houston St

Albany St

Carson St

S Colorado Ave

Brad Cramer

From: Kerry Beutler
Sent: Thursday, February 9, 2017 1:16 PM
To: Brad Cramer
Subject: FW: Saturn Park Townhomes

Brad,

Here is Ellsworth's request for extension and their reasoning's for Council on the 23rd.



Community Development Services Department
Kerry Beutler | Assistant Planning Director

680 Park Avenue
Idaho Falls, Idaho 83402
Work: (208) 612-8278
kbeutler@idahofallsidaho.gov

From: Rodney Ellsworth [mailto:ellsworth@ida.net]
Sent: Saturday, February 04, 2017 2:02 PM
To: Kerry Beutler <kbeutler@idahofallsidaho.gov>
Subject: Re: Saturn Park Townhomes

I would like to request a 120 day extension for the Saturn Park Townhomes. Is that enough to get me to the first of June if needed?

The final Plat requires all the property corners be set at time of Recording or a bond be placed.

I am checking into a bond so we could record ASAP

Due to the heavy snowpack, some corners still need to be set

Thank you for your help.

Sincerely,

Rodney L. Ellsworth PLS
Ellsworth & Associates, PLLC
253 1st Street
Idaho Falls, Idaho 83401
208-522-5414

--- kbeutler@idahofallsidaho.gov wrote:

From: Kerry Beutler <kbeutler@idahofallsidaho.gov>
To: "ellsworth@ida.net" <ellsworth@ida.net>
Subject: Saturn Park Townhomes
Date: Fri, 3 Feb 2017 23:34:27 +0000

Rod,

The plat for Saturn Park Townhomes was approved on August 25, 2016. The subdivision ordinance requires that the plat be recorded within 90 days of approval unless the Council grants an extension. If you would like to ask for an extension you would need to just email me with the request, indicate the reasons for the extension and how long you want the extension for. Let me know if there are any questions.



Community Development Services Department

Kerry Beutler | Assistant Planning Director

680 Park Avenue
Idaho Falls, Idaho 83402
Work: (208) 612-8278

kbeutler@idahofallsidaho.gov



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Mr. Brad Cramer, Director

DATE: February 15, 2017

RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Silverleaf Estates, Division No. 1

Attached is the application for Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards for Silverleaf Estates, Division No. 1. The Planning and Zoning Commission considered this application 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 consideration.

Attachments:

- Vicinity Map
- Aerial Photo
- Final Plat
- Staff Report, October 4, 2016
- Planning and Zoning Commission Minutes, October 4, 2016
- Development Agreement
- Reasoned Statement of Relevant Criteria and Standards

CC: File, City Clerk

BGC-012-17

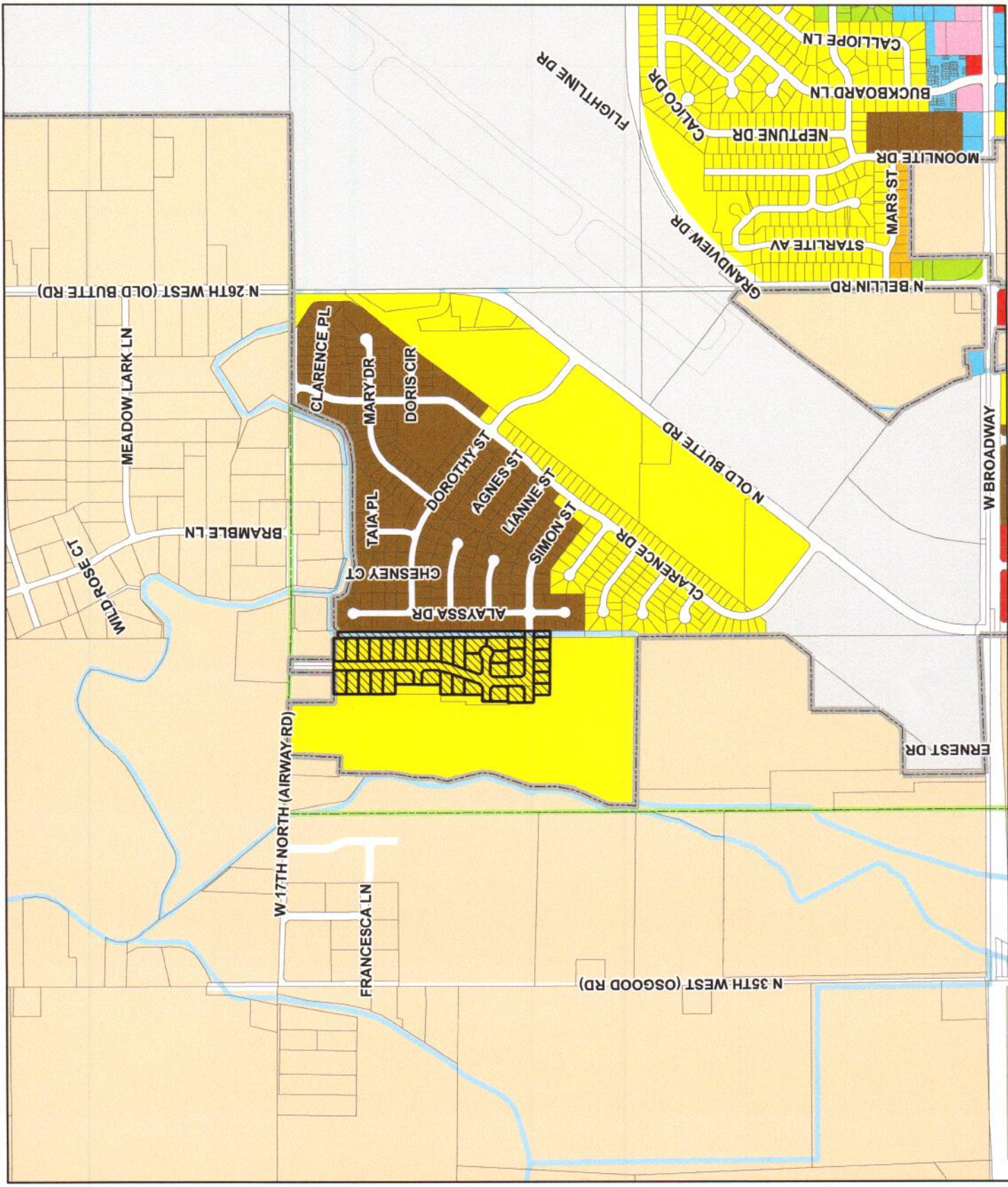
Legend

	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'





IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
Silver Leaf Estates, Division No. 1
October 4, 2016



Community
Development
Services

Applicant: Eagle Rock
Engineering

Location: Generally south
of W 17th N, west of N
26th W, north of Broadway
and east of N 35th W

Size: 17.491 acres
Single-family Lots: 36
Net Density: 3.03

Existing Zoning:

Site: R-1
North: County A-1
South: R-1
East: R-3
West: R-1

Existing Land Uses:

Site: Vacant
North: Vacant
South: Vacant
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 Silver Leaf Estates, Division No. 1.

Staff Comments: The property was annexed and zoned R-1 earlier
this summer. The plat includes 36 single-family lots. All of the
proposed single family lots meet the minimum of the R-1 Zone.
The configuration of the Final Plat matches the Preliminary Plat
approved in August this year. The access to the development will
come from W 17th North and Simon Street.

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.

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

REQUIREMENTS	Staff Review
• Purposes listed in Section 10-1-1 as follows:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Simon Street and Helix Boulevard – Residential Collector Capri Drive and Harlow Drive – Local Roads

Zoning Ordinance:

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. 56
- (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').⁵⁷

1. FINAL PLAT. Silverleaf Estates Division 1. McLane presented the staff report, a part of the record. Morrison asked about the 2 County properties on the north. McLane indicated that the roadway between the properties was dedicated to the City and the 2 lots to the north will remain in the County. Black suggested that the road in will create a long straight road into the subdivision. McLane indicated it will not be a problem as the roadway will dead end to go through the subdivision they will have to make a 90 degree turn to another road. McLane stated that the other road into the subject subdivision will not be a problem, and showed how the road will have turns on both the through streets. Morrison asked if there is a bridge on Simon. McLane indicated there is a bridge and deferred to applicant for more information. Josephson asked about the dedicated road. McLane indicated that part of the annexation included a dedication of the right of way to connect the road to 17th North. Josephson asked when the road will be developed. McLane stated that the roadway is built already, and the requirement for the plat is they need the secondary access. Swaney reminded the commissioners that the property owner of the County piece to the north of the property spoke at the preliminary plat hearing in favor of the preliminary plat with the understanding that his property would still remain in the County and he would have the option to develop to county standards or at some point annex.

Applicant:

Kurt Roland, Eagle Rock Engineering, 1331 Fremont Ave., Idaho Falls, Idaho. Roland represents Rockwell Homes. Roland stated there are 36 lots in this Division. Roland acknowledged the County property to the north. Rowland stated there is a box culvert for the bridge to Simon and that will need to be improved with curbing and hand rail.

Swaney moved to recommend to the Mayor and City Council approval of the Final Plat for Silverleaf Estates Division 1, as presented, Morrison seconded the motion and it passed unanimously.

DEVELOPMENT AGREEMENT
SILVERLEAF, DIVISION NO. 1

This DEVELOPMENT AGREEMENT, SILVERLEAF, DIVISION NO. 1, (hereinafter called "AGREEMENT"), is made this _____ day of February, 2017, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and Rockwell Homes, Inc., an Idaho corporation, 3539 E. Briarcreek Ln. Suite E., Ammon, ID 83406.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licenses within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such

improvements are constructed in accordance with this AGREEMENT, the Improvement Plans, and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

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

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

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

9. Water and Sewer Main Connection Charges. Subject to Section 12 of this

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

10. Failure to Pay Fees, Charges, and Costs. In the event DEVELOPER fails or refuses to pay any of the fees, charges, or costs set forth herein, specifically including but not limited to the amounts shown in Exhibit B, Section 3.00, CITY may declare the entire unpaid balance to be immediately due and payable and may collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

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

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

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

or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

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

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

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

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

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

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

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

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

21. Water Rights Disclosure Prior to the approval of the Subdivision plat, DEVELOPER shall provide notice upon the plat identifying the irrigation district that includes all lots within the plat and declares that that all property within the plat will remain subject to assessments levied by the irrigation district.

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

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

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

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

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

27. Effective Date. This AGREEMENT shall become valid and binding only upon its

approval by CITY Council of CITY and upon its execution by the Mayor.

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

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

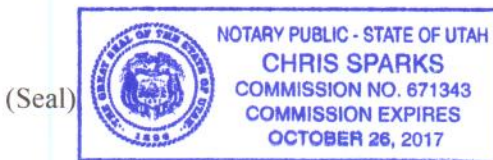
ROCKWELL HOMES, INC.
an Idaho corporation


By 
J. Paul Johnson, President

STATE OF ~~IDAHO~~ ^{UTAH})
County of ~~Bonneville~~ ^{Washington}) ss:

On this 3rd day of February, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared J. Paul Johnson, known or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same on behalf of Rockwell Homes, Inc., an Idaho corporation, and was authorized to do so.

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




Notary Public of Idaho ^{UTAH}
Residing at: 14 George, UT
My Commission Expires: 10/26/17

STATE OF IDAHO)
County of Bonneville) ss.

On this _____ day of _____, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared REBECCA L. NOAH CASPER, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that such City executed the same.

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

(Seal)

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

"EXHIBIT A"

**LEGAL DESCRIPTION
SILVERLEAF ESTATES DIVISION No. 1**

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO; RUNNING THENCE S00°15'47"E ALONG THE SECTION LINE 319.77 FEET TO THE TRUE POINT OF BEGINNING; AND RUNNING THENCE S00°15'47"E 31.46 FEET; THENCE S89°29'46"E 50.03 FEET TO THE EAST BANK OF THE EAST LATERAL OF THE SWANSON CANAL AT THE MOST WESTERTLY CORNER OF LOT 17, BLOCK 11, THE VILLAGE DIVISION No. 16, AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO; THENCE S00°15'47"E 1597.32 FEET ALONG SAID CANAL BANK; THENCE N89°31'52"W 481.04 FEET; THENCE N00°15'35"W 120.80 FEET; THENCE N89°29'34"W 54.63 FEET; THENCE N00°15'35"W 195.00 FEET; THENCE S89°29'34"E 10.00 FEET; THENCE N00°15'35"W 190.45 FEET; THENCE S89°25'28"E 48.04 FEET; THENCE N00°34'32"E 316.67 FEET; THENCE S89°38'57"E 71.61 FEET; THENCE N00°15'35"W 140.00 FEET; THENCE N02°24'59"E 60.04 FEET; THENCE N00°15'35"W 140.00 FEET; THENCE N89°38'57"W 69.11 FEET; THENCE N00°15'35"W 465.03 FEET; THENCE S89°39'02"E 417.58 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 17.566 ACRES.

EXHIBIT B

SPECIAL CONDITIONS FOR SILVERLEAF, DIVISION NO. 1

S-C 1.00. Arterial Street and Bridge Fees. The Arterial Streets and Bridge Fee for this Subdivision is Three Thousand Four Hundred Dollars (\$3,400.00) (17 lots of R-1 zone at Two Hundred Dollars (\$200.00) per lot, 19 credited as paid on previous Desert Rose Division #1 agreement for this area), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$ 340.00
May 1, 2017	\$ 765.00
August 1, 2017	\$ 765.00
November 1, 2017	\$ 765.00
February 1, 2018	<u>\$ 765.00</u>
TOTAL	\$ 3,400.00

S-C 2.00. Surface Drainage Fee. The Surface Drainage Fee for this Subdivision is Five Hundred Thirty Dollars and Thirty-Eight Cents (\$530.38) (70,717 square feet net area at \$.0075 per square foot; the total area is 519,017 square feet, however 448,300 square feet was paid under the Desert Rose Agreement Division #1), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$ 53.04
May 1, 2017	\$ 119.34
August 1, 2017	\$ 119.34
November 1, 2017	\$ 119.34
February 1, 2018	<u>\$ 119.32</u>
TOTAL	\$ 530.38

S-C 3.00. Traffic Signs. Developer agrees to install all street signs designating the names of all streets within the Subdivision. Such signs shall be installed in the manner and locations as directed by the City Engineer. Developer also agrees to pay the sum of Three Hundred Dollars \$300.00 simultaneously upon execution hereof, in consideration of the installation by the city of all traffic control signs necessary for the control of vehicular and pedestrian traffic within the Subdivision.

S-C 4.00. Construction of Water Lines. The City acknowledges that an 8-inch water line is adequate to serve this Subdivision; however, sound planning requires construction of a larger diameter water main line to serve properties adjacent thereto. Developer agrees to design and construct 1,856 linear feet of a 12-inch diameter ductile iron water line, inclusive of associated valve(s), within the Street right-of-way, all as shown on the Improvement Plans. Subject to the limitations set forth in this Agreement, the City agrees to reimburse Developer for that portion of the material costs of constructing such 12-inch diameter water line, including valve(s), which exceeds the material costs for constructing an 8-inch diameter water line.

S-C 5.00. Construction of Sanitary Sewer Line. The City acknowledges that an 8-inch diameter sanitary sewer line is adequate to serve this Subdivision; however, sound planning requires construction of a larger diameter sanitary sewer line to serve properties adjacent thereto. Developer agrees to design and construct 1,856 linear feet of 18-inch diameter sanitary sewer line, all as shown on the Improvement Plans. Subject to the limitations set forth in the Agreement, the City agrees to reimburse Developer for that portion of the material costs of constructing such 18-inch diameter sanitary sewer line which exceeds the material costs for constructing an 8-inch diameter sanitary sewer line.

S-C 6.00. Construction of Storm Drain Line. This Subdivision is contiguous to the Airport Storm Water Retention Pond owned by the City of Idaho Falls located West of the Airport and Old Butte Road. The Airport Storm Water Retention Pond has been designed with sufficient capacity to accept all storm drainage from this Subdivision and Developer has the right to drain storm waters into this pond from this Subdivision. The City acknowledges that the flow of storm water from this Subdivision is adequate and authorized; however, sound planning requires construction of a larger storm drain line to serve properties adjacent to the Subdivision. Developer agrees to design and construct one thousand six hundred sixty-five (1,665') linear feet of thirty (30") inch and two hundred forty-six (246') linear feet of forty-eight (48") inch storm drain line. Subject to the limitations set forth in this Agreement, the City agrees to reimburse Developer for that portion of the materials cost of constructing such thirty (30") inch and forty-eight (48") inch diameter drain line that exceeds the material costs for constructing One thousand nine hundred eleven (1,911') linear feet of twelve (12") inch diameter drain line.

S.C. 7.00 Existing Infrastructure – When it is necessary to move or remove existing infrastructure not belonging to the City and not within the City Right-of-Way, the Developer will coordinate such activities with the applicable owner, e.g. poles owned by PacifiCorp dba Rocky Mountain Power. Any existing electrical infrastructure owned by PacifiCorp dba Rocky Mountain Power will require a buy-out from the Developer prior to receipt of electrical service from the City. Request for the buy-out is to be initiated by the Developer after annexation through Idaho Falls Power.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF SILVERLEAF ESTATES DIVISION NO 1 LOCATED GENERALLY SOUTH OF W 17TH N, WEST OF N 26TH W, NORTH OF BROADWAY AND EAST OF N 35TH W.

WHEREAS, the applicant filed an application for a final plat on August 24, 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 February 24, 2017 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 17.491 acre parcel located generally south of W 17th N, west of N 26th W, north of Broadway and east of N 35th W.
3. The subdivision includes 36 single-family lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R-1 zone.
5. The proposed development is consistent 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 Silverleaf Estates, Division No. 1.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: February 16, 2017

Subject: **IONA BONNEVILLE SEWER DISTRICT – REQUEST FOR SEWER SERVICE AREA ANNEXATION/EXCHANGE**

Public Works is in receipt of a request from the Iona Bonneville Sewer District (IBSD) to reduce their sewer service area by approximately 360.2 acres as shown in the attached Exhibit A. This reduction is in addition to the 146.7 acres removed from the service area that was approved by City Council on October 27th, 2016.

IBSD is also requesting that three areas totaling 271.9 acres be annexed into their approved sewer service area. These areas are depicted in attached Exhibits B-D. If approved, the difference between these additions to the service area and what is being removed is 218.3 acres. IBSD asks that this acreage be reserved and considered for future service area increases.

Public Works recommends approval of these requests and authorization to modify the service area accordingly.

Respectfully,

Chris H Fredericksen, P. E.
Public Works Director

Attachments

CF:jk

c: Mayor
Council
D Smith

Exhibit A

February 16, 2017

1" = 1,000'

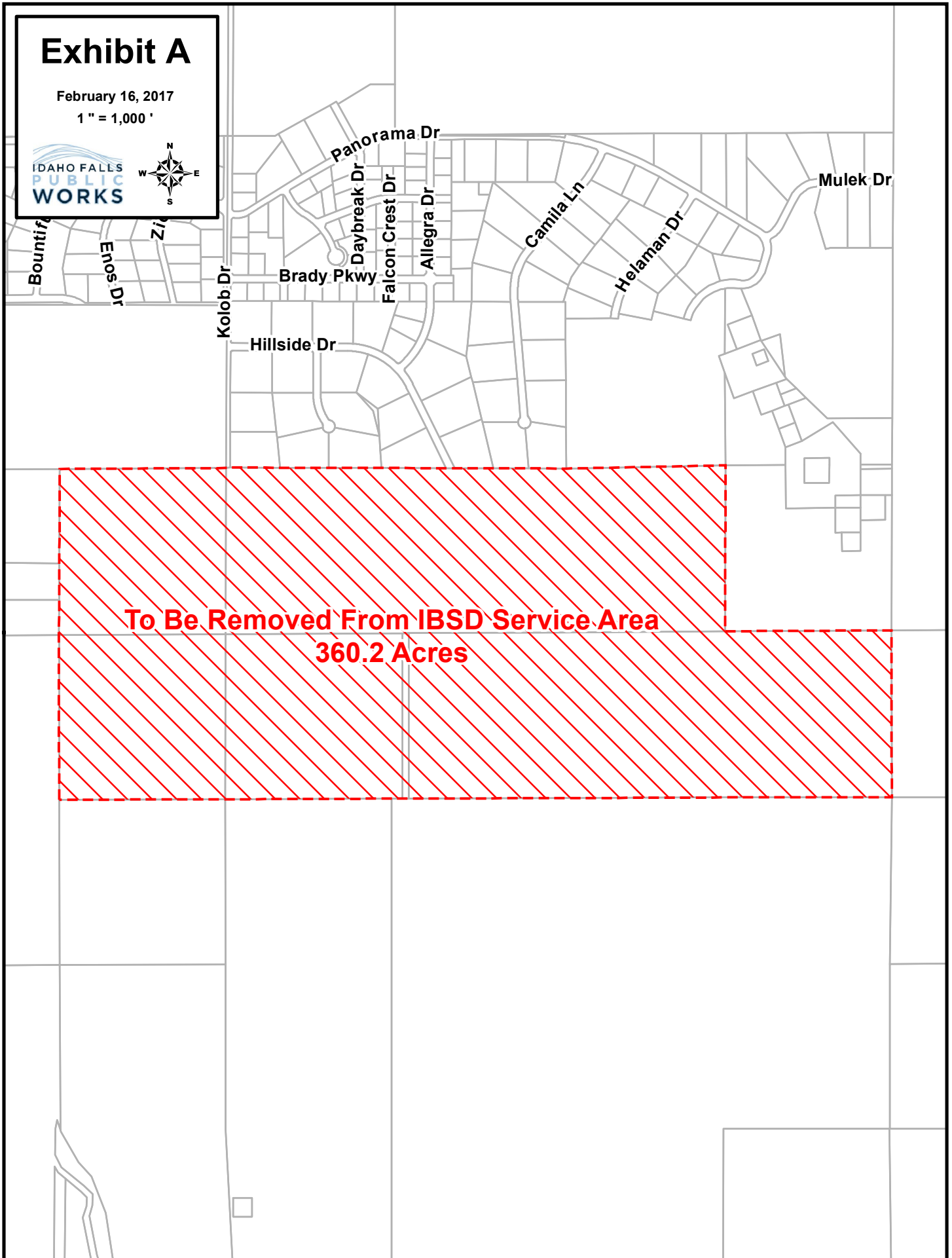


Exhibit B

February 15, 2017

1" = 600'



E 65th N

**IBSD Service Area Annexation
120.2 Acres**

Panorama Dr

Mulek Dr

Foxhill Dr

Allegra Dr

Brady Pkwy

Camila Ln

Helaman Dr

Hillside Dr

Exhibit C

February 15, 2017

1" = 400'



**IBSD Service Area Annexation
71.7 Acres**

N Yellowstone Hwy

Ririe Hwy

Exhibit D

February 16, 2017

1" = 400'



Rd

E 65th N

Foothill Rd

**IBSD Service Area Annexation
80.0 Acres**

Panorama Dr

Alma Dr

Bountiful Dr

Enos Dr

Zion Dr

Kolob Dr

Hillside Dr



MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: February 16, 2017

Subject: **IDAHO TRANSPORTATION DEPARTMENT (ITD) STATE/LOCAL AGREEMENT – INTERSECTION OF HOLMES AVENUE AND ELVA STREET**

Attached is a State/Local Construction Agreement with ITD and accompanying Resolution for the Intersection of Holmes Avenue and Elva Street project. The project consists of replacing the existing traffic signal at this intersection.

The total estimated cost of the project is \$465,000 and the City is responsible for matching funds of 7.34% or \$34,131. This agreement has been reviewed by the City Attorney.

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

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Canfield

2-38-18-4 TRF-2015-42

2017-21

STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A019(694)
INT. HOLMES AVE & ELVA ST SIGNAL IMPROVEMENTS
BONNEVILLE COUNTY
KEY NO. 19694

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF IDAHO FALLS, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the costs of constructing safety improvements at the intersection of Holmes Avenue and Elva Street, which has been designated as Project No. A019(694). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated February 24, 2016.
7. The Sponsor has obtained approval to perform in-kind work on this project as shown on the Request for Approval of In-kind Work by Local Sponsor on Federal-aid Projects, attached to the Project Development agreement referenced in Paragraph 6 above.
8. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.
3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer as the State deems necessary to supervise and oversee the overall progress and construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will review and approve all monthly and final contract estimates and change orders.
7. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.
8. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications during the life of the construction contract.

9. Authorize the Sponsor to provide construction inspection, sampling and testing (IS&T) services on the project. Requirements for IS&T Services are detailed in Exhibit B to this Agreement.
10. Within sixty (60) days of receipt of invoices from the Sponsor for the Sponsor's contract administration and inspection costs, review and credit the federal participating amount towards the sponsors match.
11. Upon receipt of contract estimates of construction costs from the Sponsor, process and make payment to the general contractor.
12. Review the materials certification documentation, make appropriate determination of participation, and prepare the materials certification in accordance with the State's Quality Assurance Manual.
13. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
14. Conduct a final cost accounting of the project, which will reconcile eligibility for federal reimbursement with the costs recorded in the project program. The district records inspector will submit a report of expenditures, and a report of completion that will include materials certification, a final invoice, detail of final estimate, change order summary, and any contractor claims.

The final cost accounting will determine if overpayments must be recovered from the Sponsor, or if final reimbursements are due to the Sponsor. Any excess funds transmitted by the Sponsor and not required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

15. Perform a final inspection of the project upon completion of construction.

16. Upon satisfactory inspection and project closeout, execute a Certification and Acceptance of Project, and provide a copy to the Sponsor.
17. Subject to the limitations hereinafter set forth, State shall indemnify, defend and save harmless Sponsor from and against any and all demands, claims or liabilities caused by or arising out of any negligent acts by State, or State's officers, agents, and employees while acting within the course and scope of their employment, which arise from this project. Any such indemnification hereunder by State is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by State shall in no event cause the liability of State for any such negligent act to exceed the liability limits set forth in the Idaho Tort Claims Act. Such indemnification shall in no event exceed the amount of loss, damages, expenses or attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of Sponsor.

SECTION III. That the Sponsor shall:

1. Be responsible for its share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I). These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering and contingencies will be approximately 14.5% of total construction cost.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.

3. Designate Chris Canfield, Assistant Public Works Director, as its agent to administer the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. The designated agent will prepare all monthly and final contract estimates and change orders, and submit all change orders to the State for their review and approval.
4. Designate Sponsor personnel to provide construction inspection, sampling and testing (IS&T) services on the project as detailed in Exhibit B to this Agreement.
5. Estimate the anticipated project completion costs when construction costs reach 85% of the funds that have been obligated for the project. The Sponsor shall monitor construction costs, and if costs are anticipated to exceed 105% of the total project costs, provide for additional funding necessary to complete the project.
6. Submit invoices to the State on a monthly basis for the contract administration costs of this project, to be credited toward the Sponsor's match per Section II, Paragraph 10 of this Agreement.
7. Submit contract estimates of construction costs to the State on a monthly basis.
8. Upon receipt of the statement referred to in Section II, Paragraph 14 indicating an adjustment in cost against the Sponsor, promptly remit such amount to the State.
9. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.

10. To the extent provided by the Idaho Tort Claims Act, indemnify, save harmless, and defend, regardless of outcome the State from expenses of, and against suits, actions, claims, or losses of every kind, nature, and description, including costs, expenses, and attorney fees that may be incurred by reason of any negligence of the Sponsor in the work which is the subject of this Agreement.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS: GM 2-1-17

hm:19694 SLAConst.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for construction of safety improvements at the intersection of Holmes Avenue and Elva Street; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A019(694) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Idaho Falls, held on _____.

(Seal)

City Clerk

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 19694
 Project No: A019(694)
 Project Name: Int Holmes Ave & Elva St. Signal Improvements
 Sponsor: City of Idaho Falls
 Description of work: This project includes installing safety improvements with the addition of full pedestrian signal treatments. Improved illumination with luminaire extension at two of the signal poles and replacement of the span-v signal system with standard signal poles and mast arms will significantly improve safety.
 2/24/2016

TOTAL ESTIMATED COST OF CONSTRUCTION *Includes E&C* \$417,788
APPROVED FORCE ACCOUNT WORK \$34,200
PLUS PE BY STATE (from 2101) \$2,000
PLUS PC BY LHTAC (from 2101) \$10,000
PLUS PC (from PC Agreements) \$16,000
MINUS ALL NON-PARTICIPATING \$0
PARTICIPATING TOTAL \$479,988
MATCH PERCENTAGES
PERCENTAGE AMOUNTS
MINUS FEDERAL MAXIMUM
ADD OVERAGE (If Any To Local)
LOCAL SHARE OF CONSTRUCTION AMOUNT

FEDERAL	LOCAL
92.66%	7.34%
\$444,756.88	\$35,231.12
\$0	
444,757	\$0
	\$35,231

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING (From above if work by contract) \$0
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE (from PD Agreement) \$2,000
MINUS APPROVED FORCE ACCOUNT WORK (From above) \$34,200
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL \$0
 (If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)
 (If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)
 (Amounts must be supported by District Records Inspector Audit)

CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS - \$969

Comments:

PREPARED BY: Heather Parker

Date: 11/28/2016

EXHIBIT B

Construction Inspection, Sampling and Testing Services

The Sponsor shall provide services relating to office and field documentation, Verification Sampling & Testing of materials and inspection staff. The Sponsor shall provide oversight and coordination activities of the project staff which will include Sampler/Testers with the necessary Western Alliance for Quality Transportation Construction (WAQTC) qualifications and skills to perform all associated tests for Aggregate, Embankment & Base/In-Place Density, Asphalt and Concrete. Inspectors shall be IQP (ITD) Certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout. The project will be administered to ensure compliance with the following contract documents: Special Provisions, sealed Project Drawings and Plans; 2012 (or current) Idaho Standard Specifications for Highway Construction; January 2013 (or current) Supplemental Specifications; July 2013 (or current) QC/QA Special Provisions (QASP); SP-SA Special Provisions- Federal Aid; and all addenda issued prior to bid opening.

The Sponsor shall provide the qualified personnel as necessary to effectively carry out its responsibilities under this agreement.

The work required by this project is as follows:

I. Construction Administration

This consists of all necessary efforts to administer the project construction contract under the direction of the Idaho Transportation Department (ITD). The Sponsor will be responsible to ensure the project is completed and accepted by the ITD and the Federal Highway Administration (FHWA). This will require interpretation of the plans, coordination of changes to the project, assistance in processing change orders, resolving disputes, claims analysis, and all other engineering tasks normally handled by a Project Engineer/Manager. In addition, the Sponsor shall provide photographic equipment, safety equipment as well as any other necessary items to perform the work. Quality and quantity of these items shall meet with ITD approval. Sponsor is to provide all necessary personnel safety equipment in accordance with OSHA, MSHA, Department of Labor, FHWA, MUTCD and ITD standards and conduct safety reviews/inspections as necessary to ensure a safe work environment.

The Sponsor shall:

1. Under the direction of ITD, act as the Resident Engineer's authorized representative as defined in the Contract Documents. The extent and limitation of the duties, responsibilities and authority of the Engineer as assigned in said Contract Documents shall not be modified, except as the Engineer may otherwise agree in writing. Serve as ITD's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents.
2. Provide general contract administration on the construction contract in accordance with the ITD Contract Administration Manual, and assist the Project Manager in monitoring Contractor's compliance with contract requirements. Notify Resident Engineer when Contractor is found in non-compliance.
3. Analyze the plans, specifications, special provisions and other contract documents, and recommend to the ITD any necessary or desirable changes to accomplish the project in accordance with the plans and specifications.
4. Attend and assist in the facilitation of pre-construction conferences, partnering meetings, job conferences, weekly coordination meetings, pre-operational meetings, public information meetings, and other project related meetings. Take and maintain notes of all meetings and conferences and then distribute copies to participants within one week.
5. Document any project delay or potential delay caused by conflicts or utilities.

6. Analyze the Contractor's work schedule (Critical Path Diagram, CPM) when submitted and make recommendations to the ITD regarding any changes, or needed changes, to the schedule. Monitor the Contractor's adherence to the work schedule during construction.
7. Maintain a complete set of project records, including daily diaries, quantities for pay items, progress estimates, material deliveries and correspondence.
8. Maintain a daily record of each pay item for the progress estimate. Quantities will be based on daily records and calculations. All such records will be retained.
9. Prepare pay items for posting to ledgers in accordance with established procedures and submit to the ITD with recommendation for payment. The recommendation will be based on such observations and review that, to the best of the Sponsor's knowledge, information and belief, the contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents, and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled.
10. Track and maintain a log on all shop drawing and/or sample submittal and encourage all reviewers to complete their review in a timely manner. Deficiencies will be immediately reported to the ITD.
11. Identify and monitor all project permit requirements and notify the Contractor and ITD immediately when violations or potential violations occur.
12. Upon notice by the Contractor of pending claims for extra work or work beyond the original scope, maintain accurate records showing actual cost of such work.
13. Analyze and make recommendations to the ITD on all requests received from the Contractor for time extensions, contract changes, and extra work.
14. Coordinate all contract changes with the Contractor, ITD, and others as required.
15. Monitor and reinforce each Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with ITD procedures. This includes verifying Contractor and Subcontractor's payrolls for format classification, pay scale, timely submissions, and concurrence with field reviews. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, pay scales, etc.
16. Monitor and reinforce each Contractor's compliance with contract provisions in regard to Equal Employment Opportunity and Affirmative Action and check job site at least once to verify bulletin board and posters adhere to the contract. Coordinate corrective actions with the ITD.
17. Monitor and reinforce each Contractor's compliance with contract provisions in regard to environmental provisions and permits.
18. Assist ITD in preparing for any litigation or other action that may arise. Prepare claim package in accordance with Memo No. 28 of the Contract Administration Manual on all claims of ITD and Contractor relating to the acceptability of the Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Contractor's work.

II. Survey Control

The Sponsor shall be responsible for verifying the existence and accuracy of location for all reference points and baseline control points indicated on the plans. In performing verification surveys of construction layout, the Sponsor shall:

6. Analyze the Contractor's work schedule (Critical Path Diagram, CPM) when submitted and make recommendations to the ITD regarding any changes, or needed changes, to the schedule. Monitor the Contractor's adherence to the work schedule during construction.
7. Maintain a complete set of project records, including daily diaries, quantities for pay items, progress estimates, material deliveries and correspondence.
8. Maintain a daily record of each pay item for the progress estimate. Quantities will be based on daily records and calculations. All such records will be retained.
9. Prepare pay items for posting to ledgers in accordance with established procedures and submit to the ITD with recommendation for payment. The recommendation will be based on such observations and review that, to the best of the Sponsor's knowledge, information and belief, the contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents, and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled.
10. Track and maintain a log on all shop drawing and/or sample submittal and encourage all reviewers to complete their review in a timely manner. Deficiencies will be immediately reported to the ITD.
11. Identify and monitor all project permit requirements and notify the Contractor and ITD immediately when violations or potential violations occur.
12. Upon notice by the Contractor of pending claims for extra work or work beyond the original scope, maintain accurate records showing actual cost of such work.
13. Analyze and make recommendations to the ITD on all requests received from the Contractor for time extensions, contract changes, and extra work.
14. Coordinate all contract changes with the Contractor, ITD, and others as required.
15. Monitor and reinforce each Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with ITD procedures. This includes verifying Contractor and Subcontractor's payrolls for format classification, pay scale, timely submissions, and concurrence with field reviews. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, pay scales, etc.
16. Monitor and reinforce each Contractor's compliance with contract provisions in regard to Equal Employment Opportunity and Affirmative Action and check job site at least once to verify bulletin board and posters adhere to the contract. Coordinate corrective actions with the ITD.
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18. Assist ITD in preparing for any litigation or other action that may arise. Prepare claim package in accordance with Memo No. 28 of the Contract Administration Manual on all claims of ITD and Contractor relating to the acceptability of the Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Contractor's work.

II. Survey Control

The Sponsor shall be responsible for verifying the existence and accuracy of location for all reference points and baseline control points indicated on the plans. In performing verification surveys of construction layout, the Sponsor shall:

1. Make and record such measurements as necessary to calculate and document quantities for pay items.
2. Do independent check and verify line, grade, and structure layout.
3. Perform incidental engineering surveys as directed to carry out the services covered by this agreement and to verify and confirm the accuracy of the contractor's survey layout work. All survey work shall be performed under the supervision of a Surveyor registered in Idaho.

III. Project Inspection

There are four distinct and independent areas of inspection and materials testing associated with this project which is as follows:

- Materials Quality Control (QC) and acceptance sampling and testing and inspection when materials are installed into the work by the Contractor.
- Materials verification sampling and testing and inspection to verify the results of the acceptance testing and inspection performed by the Contractor.
- Independent Assurance evaluations will be performed by ITD Materials Section.
- Dispute resolution sampling and testing.

The Sponsor shall coordinate any IA inspections that may be required with ITD.

This includes all work necessary to monitor the Contractor's work in progress to verify the work is in substantial conformance with the Contract Documents. ITD must approve all the inspectors working under this agreement before doing any work on this project. All inspectors will meet the requirements outlined in the Contract Administration Manual, Section 114. Inspectors shall be IQP (ITD) certified Inspectors with sufficient skills and experience to assist in administration of this construction project, from project start up, throughout the duration of the construction activities and through project closeout.

The Sponsor shall provide construction inspection as needed to ensure a quality project. Senior inspectors shall be high school graduates (or GED equivalent) with a minimum of eight (8) years of experience in construction inspection. Inspectors shall be high school graduates (or GED equivalent) with at least three (3) years experience in construction inspection. Inspectors in charge of reviewing the contractor's traffic control shall be TCI IQP certified.

The Sponsor shall:

1. Conduct on-site inspection of the Contractor's work in progress to determine if the work is in accordance with the Contract Documents. Prepare daily reports on ITD forms recording the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as the case of observing test procedures; maintain in the project files, and send copies to ITD on a weekly basis.
2. Assist in enforcing the current ITD safety policy and the safety provisions of the contract. Take immediate action if warranted and report immediately to ITD the occurrence of: safety deficiencies, incidences, hazardous environmental conditions, emergencies, or acts of God endangering: personnel, work, property or the environment.
3. Report to ITD whenever part of the Contractor's work in progress may not produce a completed project that conforms to the Contract Documents or may prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.

4. Identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.
5. Receive and review all certificates of inspections, tests, and approvals required by the Contract Documents.
6. Check measurements of pay quantities for accuracy, as requested by the ITD, and prepare required documentation for processing of payment to the Contractor.

The frequency and scope of inspections will vary with the work activity being performed; however, the Sponsor shall perform inspection services in accordance with ITD's procedures, policies, directives and industry-accepted standards.

IV. Material Testing

This task includes all work to determine that the materials supplied and constructed by the Contractor meet the conditions set forth in the contract documents. All sampling and testing personnel working under this agreement must meet the requirements outlined in the Contract Administration Manual, Section 114, for testing and sampling which they perform. All samplers and testers must be accepted by the ITD before performing any work on this project. All testing must be performed at a laboratory qualified through the ITD Laboratory Qualification Program.

The Sponsor shall provide oversight and coordinate the activities of their staff which will include Sampler/Testers with the necessary WAQTC qualifications and skills to perform all associated tests. ITD will provide IA Inspectors and IA testing will be performed by ITD. Materials Verification Testing and inspection duties shall include, but not be limited to asphalt pavement, soils, aggregate, structural and non-structural concrete, conduit installation, incidental items and traffic control operations, and preparation of QC/QA data analysis and review. All work shall be performed in accordance with the project plans, special provisions, ITD Standard Specifications, ITD QA-SP, the ITD Quality Manual and other appropriate standards. The Sponsor will provide all sampling equipment, disposable molds for casting concrete cylinders, sample cartons, sample bags, and other expendable type testing supplies.

The Sponsor shall:

1. Perform project on-site sampling and testing of component materials and completed work items to verify that the materials and workmanship incorporated in each project are in substantial conformity with the plans, specifications and contract provisions. The Sponsor shall meet the minimum sampling frequencies and other provisions as contained in the contract documents, QA Special Provision, ITD Quality Manual, and as required due to project phasing, or other factors which could affect minimum testing frequencies.
2. Keep ITD informed about schedules for sampling and testing on each project and ensure that all documentation reports on sampling and testing are completed and submitted the same week the work is done or as otherwise directed.
3. Monitor the Contractor's Quality Control Plan pursuant to QC/QA Special Provisions. Insert the acceptance and verification testing results into the electronic QC/QA statistical analysis spreadsheet for aggregates and asphalt pavement pay items and forward this spreadsheet via email to the proper ITD representative.
4. Be responsible for transporting samples to be tested in an ITD laboratory or other laboratory to the appropriate laboratory.
5. The responsibility for control of concrete production is assigned to the Contractor. The Sponsor shall provide daily monitoring of the Contractor's Quality Control activities at the project site and perform acceptance sampling and testing at the specified frequency.

6. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Make recommendations to the ITD for change orders before allowing any substitutes.
7. Compile and maintain in current status, the Materials Summary Log and applicable QC/QA data entry in accordance with the ITD Policy (MAP's Program).

V. Project Closeout

This task involves acquiring and preparing the necessary project closeout documents, which shall include all supporting records. The Sponsor shall:

1. Verify to ITD that all the necessary documents have been received for submission of contractor's affidavit of payment.
2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
3. Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of ITD and the Contractor, to determine if the work is Substantially Complete. If there are no objections from ITD and the Sponsor considers the work substantially complete, the Sponsor shall deliver a certificate of substantial completion to ITD and the Contractor.
4. Participate in a final inspection, to include representatives from ITD, to determine if the completed work by the contractor is acceptable so that the Sponsor may recommend in writing, final payment to the Contractor. Accompanying the recommendation for final payment, the Sponsor shall also provide a notice that the work is acceptable to the best of their knowledge, information and belief and based on the extent of the services provided under this agreement.
5. Prepare and furnish to ITD record plans showing appropriate record information based on project annotated documents received from the Contractor. Supply two (2) sets of red marked plans depicting all changes to the original contract will be supplied to ITD.

IDAHO TRANSPORTATION DEPARTMENT

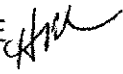
Department Memorandum

DATE: FEBRUARY 2, 2017

Project No.(s): A019(694)

TO: HEATHER PARKER
LHTAC

Key No.(s): 19694

FROM: HOLLY MCCLURE 
CAU

Project Identification:
INT HOLMES AVE & ELVA ST
SIGNAL IMPROVEMENTS

RE: AGREEMENT

Heahter, enclosed is the State/Local Agreement (Construction) for the above project.

Please obtain the appropriate signatures from the City of Idaho Falls, and then return the original to me for further processing.

If you have any questions, please give me a call at 78486.

hm

Enclosures

cc: CAU, W/ATT

Received

FEB - 2 2017

LHTAC & T2 CENTER



MEMORANDUM

To: Honorable Mayor and City Council

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

Date: February 23, 2017

Subject: **PROFESSIONAL SERVICES AGREEMENT**

Mayor and Council:

Attached for your consideration is a Professional Services Agreement with Live A Little Productions to hold a concert event in August of 2017. This agreement has been reviewed and approved by the City attorney.

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

Respectfully,

A handwritten signature in blue ink, appearing to read "G. Weitzel", is written over a faint, larger blue ink signature.

Greg A Weitzel
Department of Parks and Recreation

laj

Attachment

cc: Mayor
City Clerk
File

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES FOR A CONCERT EVENT (hereinafter "Agreement") between CITY OF IDAHO FALLS, IDAHO, , a municipal corporation of the State of Idaho, whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, (hereinafter "CITY") and LIVE A LITTLE PRODUCTIONS, an S Corporation of the State of Idaho, whose mailing address is 111 N. 3962 E. Rigby, Idaho 83442 (hereinafter "PRODUCER").

WITNESSETH:

WHEREAS, CITY desires to enter into a contract with PRODUCER for a concert event that will take place at Sandy Downs Arena on the 19th of August, 2017 ("concert event"); and

WHEREAS, PRODUCER has experience in producing such concerts; and

WHEREAS, CITY and PRODUCER wishes to enter into an Agreement in order to facilitate the concert event.

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises and covenants contained herein, the parties, hereinafter referred to as CITY and PRODUCER agree that the following terms and conditions shall be binding upon the parties to this Agreement.

SECTION II: SCOPE OF WORK AND PAYMENT

A. PRODUCER. PRODUCER shall perform as the general PRODUCER of the concert event and will arrange for all related personnel and equipment necessary for the 2017 concert event to occur on August 19, 2017.

Professional production services shall include:

1. Arranging concert talent including all technical and hospitality rider requirements for each set; and
2. Arranging all stage, sound, and lighting required per technical rider; and
3. Arranging generator and fuel for temporary power for concert; and
4. Arranging adequate temporary restrooms on site; and
5. Providing event emcee, adequate security, event crew, and ticketing personnel; and
6. Providing advertisement materials and distribution: flyers, radio, online social media, banners, newspapers, event brochures, etc.; and
7. Attempting to acquire sponsorship monies for the event; and
8. Providing concessions (hamburgers, hot dogs, nachos, drinks), as well as all beer sales and staffing for the event (including liquor liability policy and catering permit); and
9. Arranging for third party food and merchandise vendors for the event; and
10. Providing Official Live A Little Merchandise booth at the event, as well as apparel specific to the event (proceeds will be split 50/50 with CITY after costs of goods are paid); and

11. Arranging VIP hospitality including meals, artists meet and greet, and alcohol; and

12. Providing shuttle services for transporting spectators to and from the event, as well as for talent hospitality and logistics; and

13. Arranging RVs to be on site for talent sleeping and dressing room arrangements; and

14. Providing facility cleanup at completion of event; and

15. Providing online ticketing program for presale tickets and camping spots; and

16. Arranging for ambulance and EMT services to be onsite for the duration of the event; and

17. Providing a weekly summary of expenses invoiced and/or paid leading up to event, as well as a detailed post show report of advance ticket sales, gate ticket sales, VIP ticket sales, comp tickets, sponsorships, and vendor contracts. PRODUCER uses Regtix for advance ticketing, and Square Point of Sale for gate ticketing. CITY will be given access to both programs to monitor sales.

B. CITY. CITY shall provide the following:

1. An arena with grandstand/bleacher seating, ticket booths, and concession areas; and

2. A VIP tent; and

3. Event parking personnel, including attendants for RV parking; and

4. Twenty-four (24) hour security and garbage/water truck operators for camping areas; and

5. Signage for parking, restricted areas, camping spots, etc.; and

6. Portable restrooms for camping areas; and

7. Marketing material distribution, and attempt to acquire sponsorship monies for the event; and

8. CITY shall provide appropriate insurance coverage for the camping portion of the event.

SECTION III: DISTRIBUTION AND PAYMENT

A. PRODUCER shall pay fifty percent (50%) of all event expenses per official budget sheet, one hundred percent (100%) of PRODUCER's concession, beer, merchandise, and shuttle expenses, and receive fifty percent (50%) of revenue from ticket sales, third party vendor contracts, and sponsorships. PRODUCER shall retain one hundred percent (100%) of event revenue from PRODUCER's concessions, beer sales, and merchandise. In the event the official budget is adjusted, PRODUCER shall acknowledge additional expenses with CITY, in writing, and accept fifty percent (50%) of additional costs. PRODUCER shall pay entire expense, and receive fifty percent (50%) payment from CITY.

B. 1. CITY shall pay fifty percent (50%) of all event expenses per official budget sheet, one hundred percent (100%) of portable restrooms for camping areas, camping personnel, and parking personnel expenses, and receive fifty percent (50%) of

revenue from ticket sales, third party vendor contracts, and sponsorships. CITY shall retain one hundred percent (100%) of event revenue from event camping and parking fees. In the event the official budget is adjusted, CITY will acknowledge additional expenses with PRODUCER, in writing, and accept fifty percent (50%) of additional costs, to be paid to PRODUCER; and

2. CITY shall pay fifty percent (50%) payment of official budget estimate to PRODUCER upon agreement of official expense budget on or before _____.

SECTION IV: INDEPENDENT CONTRACTOR

A. INDEPENDENT CONTRACTOR.

PARTIES

PRODUCER

Live A Little Productions
111 North 3962 East
Rigby, ID 83442

CITY

City of Idaho Falls, Idaho
c/o Greg A. Weitzel, Director of Parks and
Recreation
520 Memorial Drive
Idaho Falls, ID 83402
GWeitzel@idahofallsidaho.gov
(208) 612-8480
Fax (208) 612-8179

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

B. PRODUCER ACKNOWLEDGEMENT.

PRODUCER shall provide appropriate liability insurance for the event, including rain insurance, listing CITY as additional insured and loss payee including:

1. General Liability: \$1,000,000 per occurrence
2. Damages to Premises: \$50,000 per occurrence
3. Personal Injury: \$1,000,000
4. General Aggregate: \$2,000,000
5. Products – Comp/Op Agg: \$1,000,000

PRODUCER, on behalf of himself and his agents, employees, and subcontractors waives any right of contribution against and shall indemnify, protect, defend, save, and hold harmless the Roundup, CITY and all their members, officers, directors, agents, employees, independent contractors, and insurers and anyone else acting for or on behalf of any of them (all of said parties are herein collectively referred to as “Indemnitees”) from and against any and all liability, damage, loss, claims, demands, actions, and expenses, including but not limited to attorneys’ fees, of any nature whatsoever that arise out of or are connected with or are claimed to arise out of or be connected with PRODUCER performance or related activities.

Without limiting the generality of the foregoing, the indemnification hereinabove set forth shall include all liability, damages, loss, claims, demands, and actions on account of personal injury, death, or property loss to any Indemnitee, any of Indemnitee’s employees, agents, licensees, or invitees, or to any other persons, whether based on or claimed to be based on statutory

contractual, tort, or other liability of PRODUCER or any other persons, without limiting the generality of the foregoing, the liability, damage, loss, claims, demands, and actions indemnified against shall include all liability, damage, loss, claims, demands and actions for trademark, or patent infringement, for unfair competition or infringement of any other so call "intangible" property right, for defamation, false arrest, malicious prosecution, or any other infringement of personal or property rights of any kind whatsoever or which arise out of failure of the Indemnities to discharge the duties specified herein. Any Indemnatee shall be entitled to recover all costs and expenses, including attorney fees, from PRODUCER, incurred by Indemnatee in requiring PRODUCER to abide by the terms of this provision. PRODUCER shall not be obligated to indemnify CITY for CITY's sole negligence.

C. TERMINATION OF AGREEMENT.

This Agreement may be terminated by PRODUCER upon one hundred eighty (180) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of PRODUCER. CITY may terminate this Agreement with ninety (90) days' notice without cause and without further liability to PRODUCER except as designated by this Section. In the event of termination, PRODUCER shall be paid for services performed to termination date, based upon the work completed. All work shall become the property of, and shall be surrendered to, CITY.

D. EXTENT OF AGREEMENT.

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

E. COSTS AND ATTORNEY FEES.

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

F. JURISDICTION AND VENUE.

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

G. MODIFICATION AND ASSIGNABILITY OF AGREEMENT.

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

H. CITY'S REPRESENTATIVES.

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

I. CONFLICT OF INTEREST.

CONSULTANT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in the Roundup which would conflict in any manner or degree with the performance of services hereunder. PRODUCER further covenants that, in performing this

Agreement, PRODUCER will employ no person who has any such interest.

Dated _____

Greg Weitzel

Parks and Recreation Director

Dated _____

PRODUCER

ATTEST:

City of Idaho Falls, Idaho

By _____

Kathy Hampton, City Clerk

By _____

Rebecca L. Noah Casper, Mayor

STATE OF IDAHO)

) ss.

County of Bonneville)

On this _____ day of _____, 2017, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known or identified to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

(Seal)

STATE OF IDAHO)

) ss.

County of Bonneville)

On this _____ day of _____, 2017, before me, the undersigned, a notary public for Idaho, personally appeared _____, known or identified to me to be the _____ the municipal corporation that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said company.

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

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

(Seal)



MEMORANDUM

To: Honorable Mayor and City Council

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

Date: February 23, 2017

Subject: **IDAHO FALLS ZOO AT TAUTPHAUS PARK EDUCATION
CENTER DEVELOPMENT MOU AND RESOLUTION**

Mayor and Council:

Attached for your consideration is a Memorandum of Understanding and Resolution to accept a donation from the Tautphaus Park Zoological Society and William J. Maeck in the support of design, development and construction of an Idaho Falls Zoo Education Facility. Both of these documents have been reviewed and approved by the City attorney.

The Parks and Recreation Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said documents approving the Memorandum of Understanding and adopting the Resolution.

Respectfully,

Greg A. Weitzel
Department of Parks and Recreation

laj

Attachment

cc: Mayor
City Clerk
File

**MEMORANDUM OF UNDERSTANDING
ZOO EDUCATION CENTER DONATION**

MEMORANDUM OF UNDERSTANDING made this _____ day of February, 2017, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose mailing address is P.O. Box 50220, Idaho Falls, Idaho, 83405, hereafter referred to as "City", and William J. Maeck, an individual whose mailing address is 4220 W. 17th S., Idaho Falls, Idaho, 83402, hereafter referred to as the "Donor."

WITNESSETH

1. Donation by Donor. In consideration of the terms and conditions of this Memorandum of Understanding, Donor hereby commits and agrees to donate the sum of Five Hundred Thousand Dollars (\$500,000.00) to the City for the purpose of constructing a building to house a zoological education center to be located in an area which is adjacent to the Idaho Falls Zoo (hereafter "Zoo") immediately to the north of the current Zoo office log cabin and south and east of the Gufstason canal lateral or on alternate property within Tautphaus Park recommended by the City and Center design architects on or before December 31, 2017, and acceptable to Donor. Such real property is more particularly described and depicted in Exhibit "A" attached hereto. Such donation may be made at the discretion of Donor in one lump sum payable on or before December 31, 2017, or alternatively in two (2) equal installments with the first installment being paid not later than December 31, 2017, and the second installment no later than May 1, 2018.

2. Naming Rights. In recognition of and in consideration of such donation and upon substantial completion of the center, the City agrees to name the education center building as "The Maeck Education Center" (the "Center") and to prominently and attractively display such name in lettering attached to an exterior wall located at the main entrance to the Center. Such lettering shall be in substantially the same form and design as set forth in Exhibit "B" attached hereto. Such display shall be properly maintained and kept by the City at such location for the entire useful life of the building and the City agrees to refer to such name, or an abbreviated form thereof, in all promotional and fund-raising literature used to promote the design or construction of the Center. The City also agrees to design and install a metal plaque recognizing the William J. Maeck and Shirley A. Maeck Family and Foundation donation and to install such plaque upon an interior wall of the building near the main entrance. The design of such plaque shall be reviewed and approved by Donor prior to its installation. Such plaque shall similarly be kept and maintained for the useful life of the building. Notwithstanding the foregoing, nothing herein shall restrict or preclude the City from appropriately recognizing other donors who make donations for the design or construction of the Center, including without limitation, i) designation of rooms or exhibits therein with the names of such donors, sponsors or contributors, ii) constructing appropriate plaques or facilities within the interior of the facility which include the names of such other donors or iii) otherwise recognizing such donors, sponsors or contributors in exhibits, displays or other educational facilities operated or constructed within the Center. Such other recognitions shall not, however, be placed in the proximity

of the name of the Maeck Center placed on the exterior wall facade located at the primary entrance to the Center.

3. Use of Donated Funds. City agrees to deposit Donor's donation into the City's General Fund account with an earmarked designation such that Donor's donation will not be used for General Fund purposes other than to defray expenses for the design or construction of the Center. City also agrees that any future donations made by private donors (other than Donor) to such fund, which are specifically designated for deposit into such earmarked fund, shall also be similarly restricted and used solely for such purposes. In the event the total amount of such third party donations, when combined with the Donor's donation, exceed the total amount necessary to fully and completely design and construct the Center, City shall designate and earmark such excess donated funds (from any source and in any amount) for the development of Zoo future exhibits or Center educational projects.

4. Publicity. Donor recognizes that City, the Idaho Falls Zoological Society and other civic clubs may conduct fund-raising projects for the purpose of raising funds to support design and construction of the Center and in conjunction therewith, flyers, promotional media and other written solicitations may be published in news media or mailed directly to potential donors. City agrees that all such solicitations, media events or promotional materials which use or refer to the name of the Center as set forth in paragraph two above, and which are conducted by or are under the control of City, will not be conducted, published or released to the general public unless and until Donor has expressly approved the use of the Foundation's name in such promotions.

5. Restriction on Uses of Earmarked Funds. City agrees that the donation contemplated herein, as well as any future donations made by private donors to the earmarked fund referenced in paragraph three above, will not be used for the operational or and maintenance costs of the Center and will be used solely for the capital costs associated with the design and construction of the Center.

6. Restrictions on Use of Facility. City agrees that the Center will be used primarily for the operation of an educational center for the purpose of promoting public understanding and support for the Idaho Falls Zoo and education of the public regarding zoological functions and operations conducted at the Zoo. Notwithstanding the foregoing, the City shall not conduct nor allow the operation of a gift shop or any commercial enterprise within the Center.

7. Defeasance of Donation. In the event construction of the Center has not substantially commenced before June 1, 2018, or is not substantially completed by October 1, 2020, City shall, upon request of Donor, return the donation to Donor or to another non-profit corporation or trust designated by Donor. Notwithstanding the foregoing, nothing herein shall obligate City to construct the Center or otherwise require the expenditure of public funds for the design, construction or operation of the Center.

8. Acknowledgment of Donation. City agrees that it will, upon request of Donor, execute a written acknowledgment of its receipt of the donation by Donor and will

otherwise cooperate with Donor in making claims for appropriate and lawful deductions from Donor's income reported to the U.S. Internal Revenue Service or the State of Idaho Tax Commission for income tax purposes.

9. Binding Effect. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto. City further agrees that the covenants and conditions set forth herein shall run with and be binding upon the land described in Exhibit "A" attached hereto.

10. Remedies. In the event either party materially breaches any term or provision of this Agreement, the parties agree that the non-breaching party's remedy shall be limited solely to equitable or injunctive relief and neither party shall have any right to seek damages for such breach.

11. Complete Agreement. This writing evidences the complete and final agreement of the parties and no other statement, representation or understanding shall be binding except as expressly set forth herein or except as expressly set forth in an independent writing signed by both of the parties.

CITY OF IDAHO FALLS

By: _____
Rebecca L. Noah Casper
Mayor

By: _____
William J. Maeck

STATE OF IDAHO)
)ss.

County of Bonneville)

On this _____ day of February, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared WILLIAM J. MAECK known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

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

(seal)

STATE OF IDAHO)
)ss.

County of Bonneville)

On this _____ day of February, 2017, before me, the undersigned, a notary public for Idaho, personally appeared REBECCA L. NOAH CASPER, known to me to be the Mayor of the City of Idaho Falls, the municipal corporation that executed the foregoing document, and acknowledged to me that such City executed the same.

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

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

(seal)

EXHIBIT "A"

A parcel of land lying in a portion of the NW¼ of the SW¼ of Section 30, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho described as follows:

COMMENCING at a West ¼ of said Section 30 monumented by a City of Idaho Falls brass cap monument and recorded under Corner Perpetuation Instrument No. 500326 filed with the Office of the Clerk for Bonneville County, Idaho; THENCE S00°01'47"W 761.51 feet along the monumented West line of said Section 30; THENCE S89°58'13"E 483.30 feet, to the **TRUE POINT OF BEGINNING**; THENCE N81°41'11"E 94.51 feet; THENCE S05°40'57"W 62.81 feet; THENCE S02°13'20"W 132.62 feet; THENCE N88°24'19"W 142.26 feet; THENCE N18°42'02"E 187.31 feet to the **TRUE POINT OF BEGINNING**, and containing 0.4941 acres, more or less.



EXHIBIT 'AA'

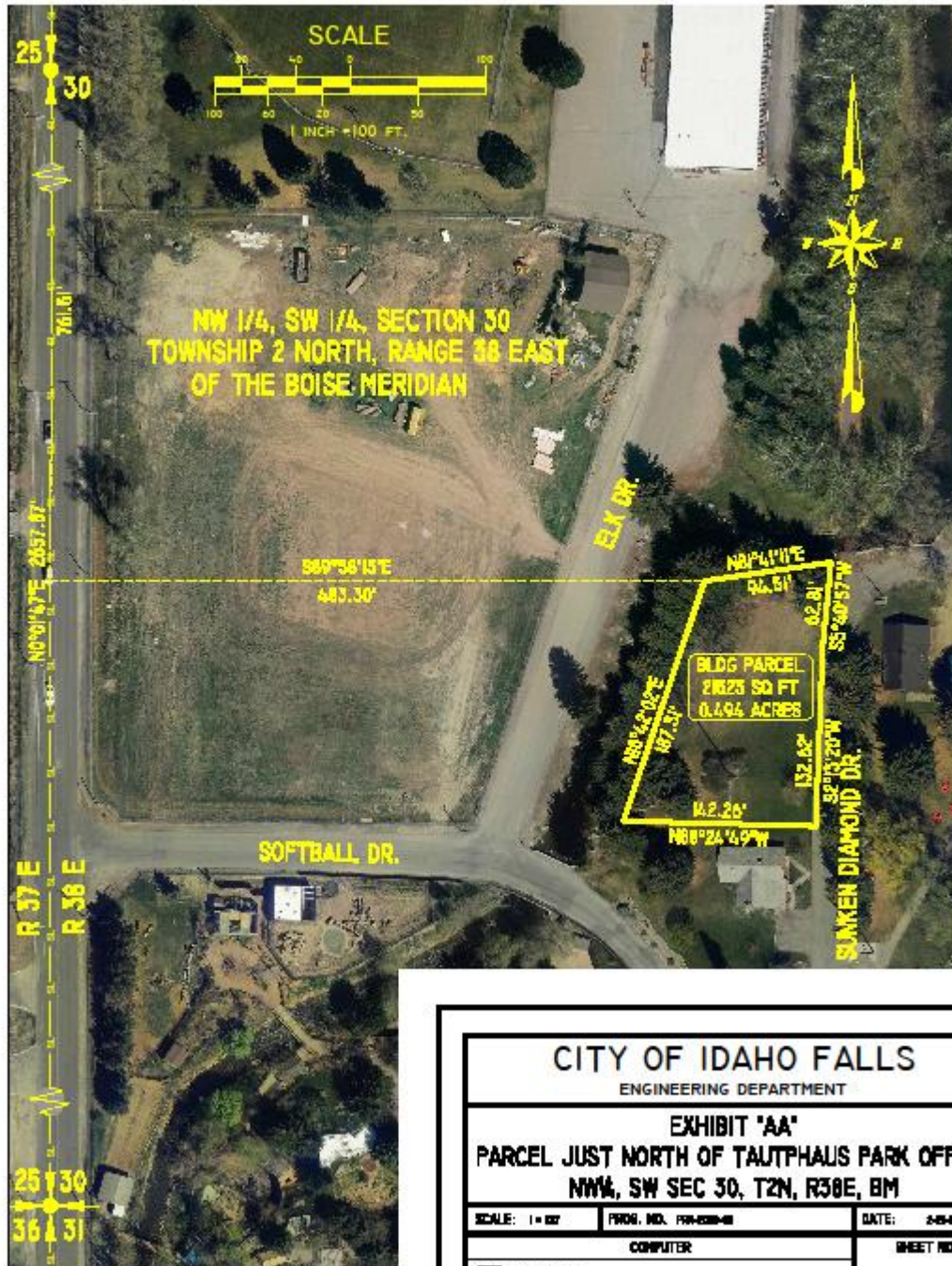


Exhibit B
(Building Lettering Example)



RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ACCEPTING A DONATION FROM WILLIAM J. MAECK IN SUPPORT OF DESIGN, DEVELOPMENT, AND CONSTRUCTION OF AN IDAHO FALLS ZOO EDUCATION FACILITY AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Idaho Falls Zoo was established in 1935 when animals were moved from Highland and Sportsman's parks into an animal facility built in Tautphaus Park as a WPA project with matching funds from the City; and

WHEREAS, after serving the community for more than forty (40) years, there were growing concerns regarding the conditions and facilities at the zoo; and

WHEREAS, in response to those concerns, the City Council renewed its commitment to the zoo by promoting groups and individuals to develop, improve, upgrade, and otherwise render a more attractive Idaho Falls public zoo; and

WHEREAS, the City and its supporters have continued their commitment to creating the "best little zoo in the west" which is a source of great community pride; and

WHEREAS, the Idaho Falls Zoo became the first zoo in Idaho to receive accreditation from the Association of Zoos and Aquariums (AZA); and

WHEREAS, the Zoo is a major attractor of visitors to Idaho Falls; and

WHEREAS, the Zoo has a significant impact on the local economy; and

WHEREAS, the Zoo is an educational resource for more than seven thousand (7,000) school children in organized school tours throughout the region every year; and

WHEREAS, the Zoo has contributed in a significant way through its participation in the Species Survival Plan (SSP) for endangered snow leopards and other important animals; and

WHEREAS, the Zoo and the City desires to increase the unique educational resources available in the region by creating and sustaining an education complex on Tautphaus Park property; and

WHEREAS, through the hard work and generous donation fundraising of the Tautphaus Park Zoological Society and, particularly, William J. and Shirley A. Maeck, sufficient monies have been collected to begin design and construction of a zoo educational facility; and

WHEREAS, the Maecks have committed to make a total donation of five hundred thousand dollars (\$500,000) to the City for the purpose of the design, development, construction, and operation of educational programs at the Idaho Falls Zoo; and

WHEREAS, because of the Maecks' personal donation on behalf of the educational complex, the City desires to honor Mr. and Mrs. Maeck by naming the zoo educational facility "The Maeck Education Center"; and

WHEREAS, because of the significant combined donations of the Tautphaus Park Zoological Society and the Maecks, design and construction can begin in the City's 2016-2017 budget year; and

WHEREAS, the City Council desires that any funding specifically for use toward the educational programs within The Maeck Education Center shall be designated and spent for such use in the future on future exhibits and/or projects within the zoo educational facility; and

WHEREAS, the City's Municipal Services Director will designate a fund specifically for the purpose of receiving and expending monies for the design, construction, and maintenance of The Maeck Education Center and zoo educational future programs; and

WHEREAS, the Maeck's donation will be governed by the Memorandum of Understanding, Zoo Education Center Donation entered into in February of 2017.

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

1. The Council hereby accepts the donation in the total amount of five hundred thousand dollars (\$500,000) from William J. Maeck to be expended for the design, development and construction of an Idaho Falls zoo educational center, subject to the agreements contained in the Memorandum of Understanding, Zoo Education Center Donation entered into between William J. Maeck and the City.
2. The Council directs the City Municipal Services Director to preserve and expend these and any other donated funds for the purpose of design and construction of the zoo education center in a fund called The Maeck Education Center project account in the City general fund.
3. The Council directs the education facility to be named "The Maeck Education Center".
4. Any funds contributed to The Maeck Education Center project account from any source shall be used only for design and construction of the zoo education center and any excess funds in that account (following construction) shall be expended only for zoo education center-related exhibits and projects.

ADOPTED and effective this ____ day of February, 2017.

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 Resolution entitled, “A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ACCEPTING A DONATION FROM WILLIAM J. MAECK IN SUPPORT OF DESIGN, DEVELOPMENT, AND CONSTRUCTION OF AN IDAHO FALLS ZOO EDUCATION FACILITY AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.”

Kathy Hampton, City Clerk

(SEAL)



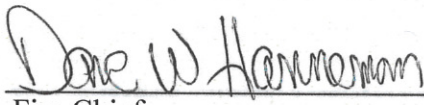
MEMORANDUM

TO: Mayor Casper, City Council, and City Clerk Hampton
FROM: Fire Chief Dave Hanneman
DATE: February 17, 2017
RE: Council Item for Feb.23th meeting

Mayor and Council Members,

Attached you will find a Mutual Aid or Reciprocal Firefighting Assistance Agreement proposed between the City of Idaho Falls and the US. Department of Energy (INL Fire Dept.) District. This agreement is a renewal of previous agreements we have had with DOE over the past decades. This agreement renews every five years and is up for renewal at this time.

The Fire Department respectfully requests that the Council approve this Reciprocal Firefighting Assistance Agreement with the Department of Energy.


Fire Chief

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN UNITED STATES
DEPARTMENT OF ENERGY IDAHO OPERATIONS OFFICE AND CITY OF IDAHO
FALLS FIRE DEPARTMENT

RECIPROCAL FIRE FIGHTING ASSISTANCE AGREEMENT

AGREEMENT made and entered into by and between the City of Idaho Falls Fire Department and the United States Department of Energy, Idaho Operations Office.

RECITALS:

WHEREAS the parties hereto maintain equipment and personnel for the purpose of providing emergency response within their own jurisdiction; and,

WHEREAS the parties hereto desire to augment the emergency services available in its respective jurisdiction and areas in the event of major emergency events which include fire, rescue, hazardous material spill, medical emergency, flood, earthquake, or other similar occurrences; and,

WHEREAS the lands, areas, buildings, and properties within the jurisdiction of the parties hereto are within such distance from each other that mutual assistance in an emergency is deemed feasible; and,

WHEREAS it is mutually deemed sound, desirable, practicable and beneficial for the parties to this agreement to render assistance to each other in accordance with these terms;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES, IT IS AGREED:

1. This agreement shall be deemed effective upon execution by the parties, and shall remain in effect for five years. At the end of five years, and upon agreement of the parties, a formal renewal will be executed.
2. Whenever it is deemed advisable by the incident commander of a party to this agreement to request emergency assistance under the terms of this agreement, the commander/chief is authorized to do so and the incident commander or senior officer on duty of the party receiving the request shall forthwith take the following action:
 - a. Determine immediately if apparatus and personnel can be spared in response to the call.
 - b. Determine what apparatus and personnel might be dispatched most effectively.
 - c. Determine the exact mission to be assigned in accordance with the detailed plans and procedures of operation drawn in accordance with this agreement by the technical heads of the parties involved.
 - d. Dispatch immediately, with complete instructions as to the mission, such apparatus and personnel as, in the judgement of the commander or senior officer receiving the call, should be sent pursuant to the terms of this agreement.
 - e. Ensure that the apparatus dispatched is under the constant control of a qualified operator to be provided by the jurisdiction rendering the assistance.
3. The rendering of assistance under the terms of this agreement shall not be mandatory but shall be at the discretion of the party receiving the request; however, the party receiving the

request for assistance should inform the requesting party as soon as possible if, for any reason, assistance cannot be rendered.

4. The party requesting assistance under this agreement shall be responsible for the reimbursement of expenses of providing lubricating oil, motor fuel, and safety items for emergency responders incurred or used by any of the other parties in connection with the rendering of emergency assistance. Reimbursement by either party shall be subject to the availability of appropriations and conditional upon such auditor other evidence and certification as the reimbursing party may reasonably require. This agreement does not, and shall not, obligate any funds of the United States, or any of the other parties. All parties shall exercise due diligence in returning lost or misplaced equipment to the rightful owner.

5. The incident commander of the requesting party shall assume full charge of the operations, but if he specifically requests the senior officer of the party furnishing assistance to assume command, he shall not, by relinquishing command, be relieved of their responsibility for the operation; provided, that the apparatus, personnel, and equipment of the party rendering assistance shall be under the immediate supervision of, and shall be the immediate responsibility of the senior officer of the party rendering the assistance.

6. Each party agrees to defend, indemnify, and hold the other party harmless from any and all claims, demands, suits, or actions made or brought against it as a result of any negligent or intentional actor omission of the indemnifying party or its agents or employees. Any service performed hereunder on behalf of the United States by any officer or employee of the United States, or any member of the armed forces of the United States then working on behalf of the United States, shall constitute service rendered in the line of duty in such office, employment or force of the United States. The performance of services pursuant to this agreement by any other individual, officer or employee working on behalf of the City of Idaho Falls Fire Department shall not cause such individual to be deemed an officer or employee of the United States for the purposes of the Federal Employee's Compensation Act, as amended.

7. The technical heads of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

8. Each party will identify specific mutual areas for training and orientation on equipment and facilities owned by said party and will coordinate and shall provide training on a yearly basis to personnel of other parties. This agreement may also be the means by which government owned excess equipment may be provided to local emergency response jurisdictions.

9. This agreement may be modified or amended by written agreement among the parties, and any party's participation under the terms of this agreement may be terminated by that party upon thirty-days written notice to the others.

10. It is further understood and agreed that this reciprocal fire fighting assistance agreement and all its obligations shall apply to and be binding upon the parties hereto as an agency of the United States of America, and as municipal corporations and/or agencies/entities operating pursuant to the laws of the State of Idaho, respectively, and their respective administrative officers, notwithstanding any change in administrative or governing personnel of the parties.

This agreement shall be deemed effective when signed by both parties, and shall remain in effect for five years. At the end of five years, a formal renewal will be executed, or a new Memorandum of Understanding will be negotiated at the request of either party. Further, this agreement does not, and shall not, obligate funds of the United States, or the Idaho Falls Fire Department.

IN WITNESS WHEREOF the parties hereto have executed the foregoing instrument as of the date of signing, 2017.

Dated: _____

Mayor, City of Idaho Falls

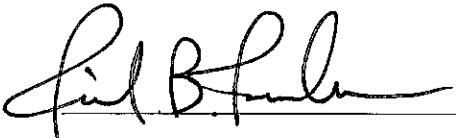
Attest: _____

Idaho Falls City Clerk

Dated: _____

City of Idaho Falls Fire Chief

Dated: 2/2/2017



Manager, Department of Energy
Idaho Operations Office