



## CITY COUNCIL MEETING

Thursday, May 25, 2017

7:30 p.m.

### 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](http://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. Item from Municipal Services:**

- 1) Bid IF-17-19 Electrical Inventory

**B. Item from Human Resources:**

- 1) Change to Section XXIX of the City's Personnel Policy Manual

**C. Items from the City Clerk:**

- 1) Expenditure Summary for the month of April, 2017
- 2) Treasurer's Report for the month of April, 2017
- 3) Minutes from the May 8, 2017 Council Work Session and Executive Session; and May 11, 2017 Council Meeting.
- 4) License Applications, all carrying the required approvals.

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

5. **Regular Agenda.**

## **A. Community Development Services**

**1) Resolution to Set a Public Hearing to Consider Renewal of the Downtown Business Improvement District (BID):** Business Improvement Districts are governed by Idaho Code Title 50 Section 26. The statute requires the Council to adopt a resolution of intention to establish or renew the district. The resolution must include a date for a public hearing to be held in consideration of the establishment of a district. The resolution for this renewal sets the public hearing date as July 13, 2017.

RECOMMENDED ACTION: To adopt the resolution to set a public hearing to consider renewal of the Downtown Business Improvement District, and give authorization to the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

**2) Public Hearing – Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statement of Relevant Criteria and Standards, Yorkside, Division No. 3:** For consideration is the application for Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statement of Relevant Criteria and Standards, Yorkside, Division No. 3. The Planning and Zoning Commission considered this item at its April 4, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Ordinance annexing Yorkside, Division No. 3, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for Yorkside, Division No. 3, and give authorization for the Mayor to execute the necessary documents.
- c. To approve the Ordinance assigning a Comprehensive Plan Designation of Low Density Residential and establishing the initial zoning for Yorkside, Division No. 3 as R-1 (Residence Zone), under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (*or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance*), that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office.
- d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-1 Residence Zone for Yorkside, Division No. 3, and give authorization for the Mayor to execute the necessary documents.

**3) Final Plat, Development Agreement, Reasoned Statement of Relevant Criteria and Standards, Yorkside, Division No. 3:** For consideration is the application for Final Plat, Development Agreement, Reasoned Statement of Relevant Criteria and Standards, Yorkside, Division No. 3. The Planning and Zoning Commission considered this application at its April 4, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Also included for reference is the Water Use and Assessment Agreement. Typically this document is signed prior to the plat being approved. However, the document was not able to be presented to the irrigation district prior to the City Council meeting. Staff requests the document be approved and the Mayor authorized to sign so when the irrigation district approves it at their board meeting it can be recorded along with the plat.

**RECOMMENDED ACTIONS: (in sequential order)**

- a. To approve the Development Agreement for Yorkside, Division No. 3, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Yorkside, Division No. 3, 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 Yorkside, Division No. 3, and give authorization for the Mayor to execute the necessary documents.
- d. To approve the Water Use and Assessment Agreement for Yorkside, Division No. 3, and give authorization for the Mayor and City Clerk to execute the necessary documents.

**B. Municipal Services**

**1) Bid IF-17-18, Bleacher Seating & Equipment for Sandy Downs:** It is the recommendation of the Parks and Recreation and Municipal Services Departments to accept the sole bid from Southern Bleacher Company, Inc. to furnish bleacher seating and equipment for Phase II and Phase III for a lump sum amount of \$36,100.00. A total of \$30,000 is budgeted in the 2016/17 Sandy Downs, improvements other than buildings budget. The additional \$6,100 over the budget will be covered through project savings in the 2016/17 Parks Administration, improvements other than buildings budget. It is further recommended to reject bids submitted for Phase I and Phase IV due to budgetary restrictions.

**RECOMMENDED ACTION:** To accept the sole bid from Southern Bleacher Company, Inc. to furnish bleacher seating and equipment for a lump sum amount of \$36,100.00 (or take other action deemed appropriate).

**C. Legal Department**

**1) Resolution to Destroy Certain Temporary Documents:** For consideration is a resolution to authorize the destruction of certain temporary records which have no intrinsic, historical, or other value.

**RECOMMENDED ACTION:** To adopt the resolution for destruction of certain temporary records, and give authorization to 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 Department

**DATE:** May 16, 2017

**RE:** Bid IF-17-19 Electrical Inventory

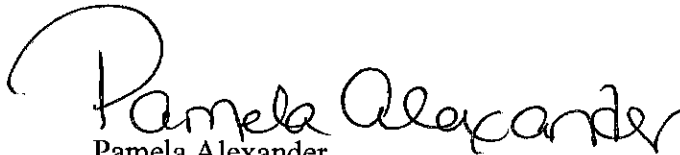
Attached is the tabulation for the above subject bid and the justification for vendor bid rejection for line item 22. It is the recommendation of Idaho Falls Power and Municipal Services Departments to accept the lowest responsive, responsible bids from list below to furnish the inventory for a lump sum amount of \$62,100.87.


The bid from Anixter for the ground sleeve (item 22) was bid with the dimensions of 13.5" x 57.5" and is 26" high whereas the City specified that the sleeve opening have the dimensions of 18" x 62" and be 24" high. Therefore, the recommendation to award to the next low of Codale Electric Supply.

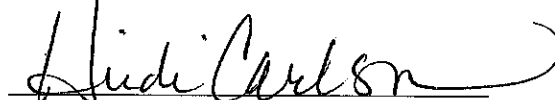
Anixter Inc.	\$23,626.10
Northern Power Equipment	\$390.00
WESCO Distribution Inc.	\$294.00
Codale Electric Supply	\$34,531.37
D & S Electric Supply	\$3,259.40
<b>Lump Sum Total</b>	<b>\$62,100.87</b>

Funds to purchase electrical inventory is within the Idaho Falls Power 2016/17 operating budget.

Respectfully,

  
Pamela Alexander  
Municipal Services Director

  
Chandra Witt  
General Services Administrator

  
Heidi Carlson  
Purchasing Agent

City of Idaho Falls  
Bid IF-17-19 Power Inventory

Vendor	1) Amstar Salt Lake City, UT	2) Northern Power Equipment Centerville, UT	3) WESCO Distribution Inc. Portland, OR	4) Cordale Electric Supply Inc. Salt Lake City, UT	5) Electrical Wholesale Supply Co. Idaho Falls, ID	6) D & S Electric Supply Idaho Falls, ID
<b>ITEM 20 - LUBRICANT: 1 QUART BOTTLE, CABLE PULLING</b>						
Price Per Bottle	\$ 63.500	\$ 10.1000	\$ 9.9500	\$ 9.6400	\$ 10.9500	\$ 10.3800
TOTAL	\$ 609.60	\$ 969.60	\$ 955.20	\$ 925.44	\$ 1,051.20	\$ 996.48
Delivery Time	2 - 3 WEEKS	1 WEEK	2 - 3 WEEKS	2 - 3 WEEKS	1 - 2 WEEKS	1 - 2 WEEKS
<b>ITEM 21 - SWITCH TYPE AR HOOK GANG AUTOMATION- READY</b>						
Price Per Each	\$ 2,585.0000		\$ 3,070.0000	\$ 2,810.6000		
TOTAL	\$ 10,340.00		\$ 12,280.00	\$ 11,242.40		
Delivery Time	STOCK - 4 WEEKS	NO BID	8 - 10 WEEKS	8 - 10 WEEKS	NO BID	NO BID
<b>ITEM 22 - GROUND SLEEVE: 3 PHASE</b>						
Price Per Each	\$ 312.5000		\$ 371.0000	\$ 350.0000		
TOTAL	\$ 6,250.00		\$ 7,420.00	\$ 7,000.00		
Delivery Time	6 WEEKS	NO BID	4 - 6 WEEKS	4 - 6 WEEKS	NO BID	NO BID
<b>ITEM 23 - INSULINK: #2 - #2</b>						
Price Per Each	\$ 0.3400	\$ 0.3600	\$ 0.3300	\$ 0.3500	\$ 1.3000	
TOTAL	\$ 102.00	\$ 108.00	\$ 99.00	\$ 105.00	\$ 390.00	
Delivery Time	1 WEEK	STOCK - 1 WEEK	1 - 2 WEEKS	3 - 4 WEEKS	2 WEEKS	NO BID
<b>ITEM 24 - INSULINK: #4 - #4</b>						
Price Per Each	\$ 0.3400	\$ 0.3600	\$ 0.3900	\$ 0.3500	\$ 1.3000	
TOTAL	\$ 68.00	\$ 72.00	\$ 78.00	\$ 70.00	\$ 260.00	
Delivery Time	1 WEEK	STOCK - 1 WEEK	1 - 2 WEEKS	3 - 4 WEEKS	2 WEEKS	NO BID
<b>ITEM 25 - INSULINK: #4/0 - #4/0</b>						
Price Per Each	\$ 1.8500	\$ 3.1500	\$ 2.7500	\$ 1.7500		
TOTAL	\$ 185.00	\$ 315.00	\$ 275.00	\$ 175.00		
Delivery Time	1 WEEK	2 WEEKS	3 - 4 WEEKS	5 - 7 WEEKS	NO BID	NO BID
<b>ITEM 26 - MULTI-TAP- PADMOUNT, 4 CONDUCTOR PLACES</b>						
Price Per Each	\$ 13.4500	\$ 14.7500	\$ 14.4200	\$ 12.5000		
TOTAL	\$ 645.60	\$ 708.00	\$ 692.16	\$ 600.00		
Delivery Time	6 WEEKS	2 - 3 WEEKS	4 WEEKS	3 - 4 WEEKS	NO BID	NO BID
<b>LUMP SUM TOTAL</b>	\$ 45,345.7000	\$ 9,570.0000	\$ 58,551.3700	\$ 66,002.5860	\$ 27,312.2000	\$ 9,569.8540
<b>Award Total</b>	\$ 23,626.1000	\$ 390.0000	\$ 294.0000	\$ 34,531.3740		\$ 3,259.4000

City of Idaho Falls  
Bid IF-17-19 Power Inventory

Vendor	1) Auxier Salt Lake City, UT	2) Northern Power Equipment Centerville, UT	3) WESCO Distribution Inc. Portland OR	4) Cordie Electric Supply Inc. Salt Lake City, UT	5) Electrical Wholesale Supply Co. Idaho Falls, ID	6) D & S Electric Supply Idaho Falls, ID
<b>ITEM 10 - TERMINATOR: #4/0 STR. OUTDOOR</b>						
Price Per Each	\$ 75.9500	\$ 39.0000	\$ 89.0000	\$ 71.5000	\$ 98.0000	\$ -
<b>TOTAL</b>	\$ 759.50	\$ 390.00	\$ 890.00	\$ 715.00	\$ 980.00	\$ -
Delivery Time	1 WEEK	STOCK	1 - 2 WEEKS	2 - 3 WEEKS	1 - 2 WEEKS	NO BID
<b>ITEM 11 - CEMENT: PVC 1 QUART CANS</b>						
Price Per Can	\$ 52.500	\$ 9.9500	\$ -	\$ 5.3100	\$ -	\$ 9.0500
<b>TOTAL</b>	\$ 126.00	\$ 238.80	\$ -	\$ 127.44	\$ -	\$ 217.20
Delivery Time	1 WEEK	1 WEEK	NO BID	STOCK	NO BID	2 WEEKS
<b>ITEM 12 - CONDUIT: 2" X 10, THINWALL, EMT</b>						
Price Per Foot	\$ -	\$ -	\$ 2.1000	\$ 1.8534	\$ 2.1500	\$ 1.9103
<b>TOTAL</b>	\$ -	\$ -	\$ 210.00	\$ 185.34	\$ 215.00	\$ 191.03
Delivery Time	NO BID	NO BID	2 - 3 WEEKS	STOCK	1 WEEK	STOCK
<b>ITEM 13 - CONDUIT: 4" X 10, PVC</b>						
Price Per Foot	\$ 1.4500	\$ 1.9900	\$ 1.7600	\$ 1.4948	\$ 1.8000	\$ 1.5961
<b>TOTAL</b>	\$ 1,653.00	\$ 2,268.60	\$ 2,006.40	\$ 1,704.07	\$ 2,052.00	\$ 1,819.55
Delivery Time	1 - 2 WEEKS	2 WEEKS	2 - 3 WEEKS	STOCK	1 WEEK	STOCK
<b>ITEM 14 - CONDUIT: 2" X 10, PVC</b>						
Price Per Foot	\$ 0.5550	\$ 0.7500	\$ 0.7000	\$ 0.5629	\$ 0.6300	\$ 0.6010
<b>TOTAL</b>	\$ 1,554.00	\$ 2,100.00	\$ 1,960.00	\$ 1,576.12	\$ 1,764.00	\$ 1,682.80
Delivery Time	1 - 2 WEEKS	2 WEEKS	2 - 3 WEEKS	STOCK	1 WEEK	STOCK
<b>ITEM 15 - CONDUIT: 2" RIGID STEEL, 10' LENGTHS</b>						
Price Per Foot	\$ 4.2300	\$ -	\$ 4.9500	\$ 4.0896	\$ 5.0000	\$ 4.5199
<b>TOTAL</b>	\$ 846.00	\$ -	\$ 990.00	\$ 817.92	\$ 1,000.00	\$ 903.98
Delivery Time	1 - 2 WEEKS	NO BID	2 - 3 WEEKS	STOCK	1 WEEK	STOCK
<b>ITEM 16 - ELBOW: 4" PVC, 90° MUST HAVE BELLED END</b>						
Price Per Each	\$ -	\$ -	\$ 13.8700	\$ 14.4300	\$ -	\$ 9.8000
<b>TOTAL</b>	\$ -	\$ -	\$ 41.61	\$ 43.29	\$ -	\$ 29.40
Delivery Time	NO BID	NO BID	2 - 3 WEEKS	3 - 4 WEEKS	NO BID	2 WEEKS
<b>ITEM 17 - ELBOW: 2" PVC SWEEP, 36" RADIUS, 45°</b>						
Price Per Each	\$ -	\$ -	\$ 6.4800	\$ 6.2728	\$ -	\$ 8.0200
<b>TOTAL</b>	\$ -	\$ -	\$ 32.00	\$ 31.36	\$ -	\$ 40.10
Delivery Time	NO BID	NO BID	2 - 3 WEEKS	3 - 4 WEEKS	NO BID	STOCK
<b>ITEM 18 - ELBOW: 2" PVC SWEEP, 36" RADIUS, 90°</b>						
Price Per Each	\$ 5.1000	\$ -	\$ 6.5600	\$ 6.3200	\$ -	\$ 4.0000
<b>TOTAL</b>	\$ 255.00	\$ -	\$ 328.00	\$ 316.00	\$ -	\$ 200.00
Delivery Time	1 WEEK	NO BID	2 - 3 WEEKS	STOCK	NO BID	2 WEEKS
<b>ITEM 19 - ELBOW: 2" RIGID LONG SWEEP, 90°</b>						
Price Per Each	\$ -	\$ -	\$ 39.0000	\$ 43.3900	\$ -	\$ 53.1200
<b>TOTAL</b>	\$ -	\$ -	\$ 195.00	\$ 216.95	\$ -	\$ 265.60
Delivery Time	NO BID	NO BID	2 - 3 WEEKS	2 - 3 WEEKS	NO BID	4 DAYS

**Tabulation Color Code Key:**

**Vendor**

Tabulation Color Code Key:															
Award /Lowest Responsive Bid		Calculation Error		2) Northern Power Equipment		3) WESCO Distribution Inc.		4) Cordale Electric Supply Inc.		5) Electrical Wholesale Supply Co.		6) D & S Electric Supply			
Salt Lake City, UT		Centerville, UT		Portland, OR		Salt Lake City, UT		Idaho Falls, ID		Idaho Falls, ID					
1) Amixer															
Quantity		NO BID		1 WEEK		1 - 2 WEEKS		2 - 3 WEEKS		2 WEEKS		2 WEEKS			
Price Per Each		-		3,050.00		2,400.00		0.9625		3,000.00		1,597.11			
TOTAL		-		305.00		240.00		96.25		300.00		195.71			
Delivery Time		NO BID		1 WEEK		1 - 2 WEEKS		2 - 3 WEEKS		2 WEEKS		2 WEEKS			
ITEM 2 - INSULATOR: 144" LENGTH, STRAIN FIBERGLASS ROD															
Price Per Each		28,500.00		34,000.00		31,000.00		31,000.00		-		-			
TOTAL		570.00		680.00		620.00		620.00		-		-			
Delivery Time		4 - 6 WEEKS		3 - 4 WEEKS		4 - 6 WEEKS		3 - 5 WEEKS		NO BID		NO BID			
ITEM 3 - WIRE: 3/8" GALVANIZED STRANDED STEEL															
Price Per Foot		-		0.4300		0.3600		0.2665		-		-			
TOTAL		-		1,290.00		1,080.00		799.50		-		-			
Delivery Time		NO BID		STOCK - 3 WEEKS		2 - 3 WEEKS		STOCK		NO BID		NO BID			
ITEM 4 - BOLT: 3/4" X 28" (D4) DOUBLE ARMING															
Price Per Each		60,500.00		-		7,400.00		7,050.00		-		-			
TOTAL		60.50		-		74.00		70.50		-		-			
Delivery Time		1 WEEK		NO BID		3 - 4 WEEKS		STOCK		NO BID		NO BID			
ITEM 5 - CITICORP: 100 AMP POLYMER TYPE "C"															
Price Per Each		78,250.00		-		78,000.00		73,000.00		-		-			
TOTAL		12,676.50		-		12,636.00		11,826.00		-		-			
Delivery Time		4 WEEKS		NO BID		4 - 6 WEEKS		STOCK - 3 WEEKS		NO BID		NO BID			
ITEM 6 - SECTIONALIZING TERMINAL: THREE PHASE															
Price Per Each		-		-		769,000.00		650,000.00		800,000.00		-			
TOTAL		-		-		15,380.00		13,000.00		16,000.00		-			
Delivery Time		NO BID		NO BID		2 - 8 WEEKS		5 - 6 WEEKS		3 - 4 WEEKS		NO BID			
ITEM 7 - FAULT INDICATOR: THREE PHASE															
Price Per Each		85,850.00		-		-		105,000.00		-		-			
TOTAL		8,585.00		-		-		10,500.00		-		-			
Delivery Time		1 WEEK		NO BID		NO BID		3 - 4 WEEKS		NO BID		NO BID			
ITEM 8 - INSULATOR: SPOOL															
Price Per Each		0.6000		1,250.00		0.6900		0.7900		-		-			
TOTAL		60.00		125.00		69.00		79.00		-		-			
Delivery Time		1 WEEK		STOCK		1 - 2 WEEKS		STOCK - 4 WEEKS		NO BID		NO BID			
ITEM 9 - LUMINAIRE: LED 124 WAIT															
Price Per Each		-		-		-		316,000.00		330,000.00		303,000.00			
TOTAL		-		-		-		3,160.00		3,300.00		3,030.00			
Delivery Time		NO BID		NO BID		NO BID		3 - 5 WEEKS		5 - 6 WEEKS		4 - 6 WEEKS			





## MEMORANDUM

---

**TO:** Rebecca Casper, Mayor

**FROM:** Ryan Tew, Human Resource Department Director

**DATE:** May 22, 2017

**RE:** Vote to Approve Change to Personnel Manual

---

Pursuant to discussion held during the May 22, 2017 City Council Work Session, the Human Resources Department respectfully requests that the Council consider and vote on proposed changes to the City's Personnel Policy Manual. These proposed changes deal with the Section XXIX – GRIEVANCE PROCEDURES

**COUNCIL AGENDA ACTION:** Consider and vote on changes to Section XXIX of the City of Idaho Falls Personnel Policy Manual.

**ATTACHED:** Proposed changes to Section XXIX of the City of Idaho Falls Personnel Policy Manual.

...

## XXIX. GRIEVANCE PROCEDURES:

A. The purpose of this grievance procedure is to ensure the City maintains a productive, cooperative efficient and experienced work force, thereby enhancing the public welfare. Its purpose is also to protect the interests of the City by ensuring that capable and productive employees are not unjustifiably terminated or treated inappropriately by their superiors and to ensure the City and its administrative staff and employees are afforded an opportunity to resolve errors and disputes without the need for judicial intervention. NOTHING HEREIN SHALL BE CONSTRUED TO GRANT AN EMPLOYEE ANY RIGHT OR EXPECTATION OF CONTINUED EMPLOYMENT, TO LIMIT THE REASONS FOR WHICH AN EMPLOYEE MAY BE DISCHARGED, TO SPECIFY THE DURATION OF EMPLOYMENT OR TO IMPLY AN EMPLOYEE MAY ONLY BE TERMINATED FOR CAUSE.

B. For the purposes hereof, a grievance is defined as any complaint by a regular employee, other than a Division Director, concerning the following:

1. A disciplinary action taken against an employee;
2. Any action taken by an employee or Supervisor which results in unfair or discriminatory treatment, inequity or arbitrary or capricious action relative to an employee;
3. Any interpretation or dispute regarding the terms and conditions of this Policy;
4. Retaliation or recrimination as a result of any action by a superior which violates public policy or law.

C. A grievance shall not include complaints concerning non-personnel matters generally affecting the operation of a division or department of the City, complaints concerning the efficiency with which a division or department is run and complaints concerning nonpersonnel matters relating to the formulation of public policy or other matters requiring administrative discretion that do not otherwise conflict with the terms of this Policy.

D. All employees who file grievances shall be free from restraint, interference, discrimination or reprisal by the City, its officers or employees.

E. All documents, records and information generated, compiled or kept in conjunction with a grievance shall be exempt from disclosure to the public pursuant to the provisions of the Idaho Public Records Act, Idaho Code Section 9-340(36), provided, however, an employee who files a grievance may obtain copies of any such records pursuant to Idaho Code Section 9-342.

F. Subject to the provisions of this policy regarding discrimination and harassment, no employee shall file a grievance unless he or she has made a reasonable effort to resolve the subject of the grievance with his or her immediate supervisor or other person against whom the grievance is filed.

G. All grievances shall be commenced by filing the grievance with an Initial Hearing Officer ("IHO"). The IHO shall be the Division Director for the Division out of which the grievance arises. Such grievance shall be in writing and shall contain a succinct summary of the pertinent facts and a statement that the complaint is filed pursuant to the grievance procedure set forth herein. All

grievances shall be filed within five (5) working days after the occurrence of the act giving rise to the grievance. Upon the filing of the grievance, the IHO shall forthwith commence his or her investigation, review the grievance and render an oral decision as soon as reasonably possible after the grievance is filed. In conducting the investigation, the IHO may consult with any employee or person having knowledge of the circumstances of the grievance.

H. Any employee may appeal the decision of an IHO by filing a Notice of Appeal with the Mayor. Such Notice of Appeal shall be physically filed within five (5) working days of the date the decision of the IHO was delivered to the employee. Such Notice of Appeal shall contain a brief statement of the employee's intent to appeal the decision and shall also contain a copy of the original grievance and a copy of or brief summary of the decision rendered by the IHO. Upon the receipt of a Notice of Appeal, the Mayor shall appoint a Final Hearing Panel ("FHP") consisting of any Division Director who did not act as the IHO and one member of the City Council. The City Attorney may counsel with and provide legal advice to the FHP, but shall have no vote with respect to the rendering of any decision by the FHP.

I. As soon as the FHP has been appointed, the panel shall convene for the purpose of determining whether the matter can be resolved informally or whether the resolution of the matter requires a hearing. If the panel concludes the matter can be resolved informally they may conduct such investigation as they deem appropriate including but not limited to conducting a review of written documents and undertaking informal discussions with the parties or other persons who may have relevant information concerning the matter. After conducting such informal review the panel shall issue its decision in an expeditious manner. If the panel concludes the matter requires a hearing then it shall promptly set a date, time and place for a hearing and shall send a written notice of hearing to the grievant and the IHO. At the hearing, the complaining employee may present testimony and evidence concerning the grievance and examine and cross-examine witnesses. The FHP may require the attendance of any employee having knowledge of the matter and any employee who refuses to appear at the request of the FHP shall be deemed guilty of insubordination. A transcribable, verbatim record of the proceedings shall be kept and maintained by the City for a period of at least six (6) months thereafter. The hearing shall be conducted in an informal manner, without adherence to formal rules of evidence. During or following the conclusion of the hearing, the FHP shall consider the testimony and evidence presented at the hearing and shall base its decision solely thereupon. At the conclusion of the hearing, the FHP may consult with the City Attorney concerning the applicable law. The FHP shall render a written decision and deliver a written copy thereof to the complaining employee as soon as possible, but in no event later than thirty (30) working days after the conclusion of the hearing. All decisions of the FHP shall be final.

J. Every investigation and decision related to a removal, suspension, demotion or discharge of a police officer who was employed by the City before April 30, 2017, and who successfully completed a twelve (12) month probationary period shall include a determination of whether the removal, suspension, demotion or discharge was for political or religious reasons or was made in good faith and for cause.

K. This Grievance procedure shall be the sole and exclusive method by which employee grievances are considered and resolved. In the event an employee fails to file a grievance or fails to properly or timely follow the procedure contemplated herein, the grievance shall be deemed waived.

...

City of Idaho Falls  
Expenditure Summary  
From 4/01/2017 To 4/30/2017

Fund	Total Expenditure
Reserve Accounts Fund	1,239,094.49
Street Fund	44,365.52
Recreation Fund	84,109.34
Library Fund	77,432.30
MERF Fund	176,185.19
EL Public Purpose Fund	49,820.33
Golf Fund	112,975.51
Self-Insurance Fund	78,704.46
Municipal Capital Imp F	240,305.89
Street Capital Imp Fund	40,000.00
Water Capital Imp Fund	5,437.41
Fire Capital Improvement	46,685.91
Airport Fund	208,499.79
Water & Sewer Fund	612,176.58
Sanitation Fund	7,024.68
Ambulance Fund	33,568.05
Electric Light Fund	2,556,713.38
Payroll Liability Fund	2,685,842.88
	8,298,941.71

APRIL 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 (10<sup>th</sup>) 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

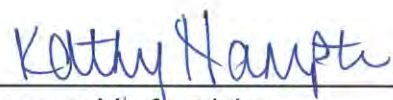
5-10-17  
Date Signed

ACKNOWLEDGMENT

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

On this 10 day of MAY, 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

**CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT**  
**KENNETH MCOMBER - TREASURER**  
**APRIL, 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	(1,447,097.78)	7,661,690.19	1,437,633.58	1,500,176.67	3,556,089.25	4,112,334.27	1,000,000.00	568,500.98	(634,033.53)	8,608,611.30	7,974,577.77
HEALTH & ACCIDENT INSUR.	77,573.43	2,472,573.43	-	2,145,000.00	-	-	-	-	2,222,573.43	250,000.00	2,472,573.43
STREET	1,344,548.56	1,844,548.56	1,069,693.22	-	-	163,573.84	1,000,000.00	107,727.06	1,142,940.88	1,500,000.00	2,642,940.88
RECREATION	(7,411.22)	(7,411.22)	68,763.91	-	-	163,756.20	-	23,407.28	(125,810.79)	-	(125,810.79)
LIBRARY	600,550.11	2,000,550.11	16,384.31	200,000.00	-	205,708.85	400,000.00	6,123.54	205,102.03	1,600,000.00	1,805,102.03
AIRPORT PFC FUND	46,294.11	46,294.11	74,973.61	-	-	-	-	46,294.11	74,973.61	-	74,973.61
MUNICIPAL EQUIP. REPLCMT.	439,110.90	17,059,506.54	31,426.01	2,847,180.99	242,944.40	176,185.19	2,777,399.99	-	607,077.12	16,550,614.64	17,157,691.76
EL. LT. WEATHERIZATION FD	264,457.94	2,364,457.94	22,866.00	600,000.00	111,195.32	49,820.33	850,000.00	-	98,698.93	2,350,000.00	2,448,698.93
BUSINESS IMPRV. DISTRICT	92,902.13	92,902.13	-	-	-	-	-	-	92,902.13	-	92,902.13
EL RATE STABILIZATION FD	277,063.74	20,807,271.48	-	-	-	-	-	206,439.70	-	-	-
EL CAPITAL IMPROVEMENT	35,723.68	10,369,563.42	-	-	-	-	-	106,347.72	-	-	-
GOLF	(318,079.17)	(318,079.17)	267,200.44	-	-	205,283.78	-	54,393.77	(310,556.28)	-	(310,556.28)
GOLF CAPITAL IMPROVEMENT	154,866.17	154,866.17	-	-	-	-	-	-	154,866.17	-	154,866.17
SELF-INSURANCE FD.	529,257.68	2,429,257.68	94,524.14	300,000.00	-	78,704.46	200,000.00	-	645,077.36	1,800,000.00	2,445,077.36
SANITARY SEWER CAP IMP.	332,575.33	1,432,575.33	21,588.60	-	-	-	-	-	354,163.93	1,100,000.00	1,454,163.93
MUNICIPAL CAPITAL IMP.	443,219.63	1,043,219.63	5,617.36	500,000.00	-	240,305.89	-	-	708,531.10	100,000.00	808,531.10
STREET CAPITAL IMPRV.	356,288.28	2,656,288.28	-	-	-	40,000.00	-	8,500.25	307,788.03	2,300,000.00	2,607,788.03
BRIDGE & ARTERIAL STREET	350,738.32	350,738.32	4,653.52	-	751.88	-	-	-	356,143.72	-	356,143.72
WATER CAPITAL IMPR.	492,865.66	2,792,865.66	38,374.97	400,000.00	-	5,437.41	400,000.00	-	525,803.22	2,300,000.00	2,825,803.22
SURFACE DRAINAGE	110,898.05	110,898.05	544.06	-	98.26	-	-	-	111,540.37	-	111,540.37
TRAFFIC LIGHT CAPITAL IMPRV.	514,558.53	1,505,904.36	2,005.30	200,000.00	34,096.00	-	200,000.00	-	550,659.83	991,345.83	1,542,005.66
PARKS CAPITAL IMPROVEMENT	218,432.24	218,432.24	3,470.00	-	-	-	-	-	221,902.24	-	221,902.24
FIRE CAPITAL IMPROVEMENT	(2,196,164.76)	(2,196,164.76)	2,654.66	-	-	46,685.91	-	762,315.44	(3,002,511.45)	-	(3,002,511.45)
AIRPORT	59,632.57	1,959,632.57	216,987.91	1,300,000.00	-	310,099.87	600,000.00	58,539.36	607,981.25	1,200,000.00	1,807,981.25
WATER & SEWER	2,165,152.10	30,317,998.28	1,550,731.33	6,603,729.71	-	925,489.87	7,402,000.00	976,640.96	1,015,482.31	28,951,116.47	29,966,598.78
W & S EQUIPMENT REPLACE	1,009,972.87	1,009,972.87	-	-	-	-	-	-	1,009,972.87	-	1,009,972.87
W & S SANITARY INTERCPT	742,691.10	742,691.10	-	-	-	-	-	-	742,691.10	-	742,691.10
SANITATION	350,116.75	1,050,116.75	342,901.71	-	143,691.44	144,309.96	-	-	692,399.94	700,000.00	1,392,399.94
AMBULANCE	(180,309.64)	(180,309.64)	678,786.10	-	-	398,323.49	-	339,783.27	(239,630.30)	-	(239,630.30)
ELECTRIC LIGHT	275,280.20	9,968,848.23	4,798,126.78	3,100,000.00	-	3,282,348.05	2,800,000.00	1,020,933.10	1,070,125.83	9,393,568.03	10,463,693.86
IFP RATE STABILIZATION FD	-	-	51,232.63	4,000,000.00	206,439.70	-	3,100,000.00	-	1,157,672.33	19,475,978.61	20,633,650.94
IFP CAPITAL IMPROVEMENT	-	-	27,312.99	1,000,000.00	106,347.72	-	400,000.00	-	733,660.71	9,888,068.87	10,621,729.58
PAYROLL FUND	181,278.14	181,278.14	4,929,837.26	-	-	3,283,060.21	-	151,431.11	1,676,624.08	-	1,676,624.08
CLAIMS FUND	-	-	2,966,744.53	-	-	2,966,744.53	-	-	-	-	-
TOTAL ALL FUNDS	7,316,985.65	119,942,976.78	18,725,034.93	24,696,087.37	4,401,653.97	16,798,172.11	21,129,399.99	4,437,377.65	12,774,812.17	109,059,303.75	121,834,115.92

## CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

## CASH AND INVESTMENT REPORT

Apr-17

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS		INVESTMENT TYPE	INVESTMENTS				
INSTITUTION	AMOUNT		TIME TO MATURITY				TOTAL
			1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS	
BPA Loan Imprest (BICLI)	\$113,124.85	Certificate of Deposit	490,000.00	2,450,000.00	2,740,000.00	9,215,000.00	\$14,895,000.00
El. Lt. Imprest (BIELI)	\$13,853.00						
Refund Acct. (BIRFD)	\$95,585.92	U.S. Securities	-	-	15,000.00	\$8,000,000.00	\$8,015,000.00
Wells Fargo Bank	\$6,623,924.16						
Petty Cash	\$14,740.00	Commercial Paper	8,986,243.61	9,988,581.67	-	-	\$18,974,825.28
US Bank (US)	\$4,082,654.00						
US Bank Payroll (USPAY)	\$1,813,749.20	Corporate Bonds	7,559,804.29	8,251,197.53	1,000,000.00	50,363,476.65	\$67,174,478.47
Wells Fargo Bank (WELLS)	\$9,512.95						
Key Bank	\$7,668.09						
		TOTAL	\$17,036,047.90	\$20,689,779.20	\$3,755,000.00	\$67,578,476.65	\$109,059,303.75
TOTAL	\$12,774,812.17						

## **May 8, 2017 - Unapproved**

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, May 8, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

### **Call to Order and Roll Call:**

There were present:

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

Also present:

Ryan Tew, Human Resources Director  
Chris Fredericksen, Public Works Director  
Jeff Moad, Parks and Recreation Maintenance Operator  
Eilene Horne, Human Resources Analyst  
Dana Briggs, Economic Development Coordinator  
Pamela Alexander, Municipal Services Director  
Bear Prairie, Idaho Falls Power Assistant General Manager  
Randy Fife, City Attorney  
Kerry Hammon, Public Information Officer  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:03 p.m. with the following agenda items:

### **Calendar, Announcements and Reports:**

May 9, Arbor Day planting project  
May 10, A Night at the Museum  
May 11, TRPTA (Targhee Regional Public Transportation Authority)/BMPO (Bonneville Metropolitan Planning Organization) Advisory Committee Meeting  
May 11, City Council Meeting  
May 13, Community College Citizens March  
May 15, Officer Memorial  
May 16, Election Day  
May 18, City Club  
May 18, ISO (Insurance Services Office) Press Conference, Fire Station No. 1 Conference Room  
May 22, City Council Work Session  
May 22, Mayor's bike ride at Community Park  
May 25, Idaho Falls Power Board Meeting  
May 25, City Council Meeting  
May 26-29, Field of Honor Flag Display at Freeman Park  
May 29, Memorial Day, City holiday

### **Acceptance and/or Receipt of Minutes:**

It was moved by Councilmember Marohn, seconded by Councilmember Hally, to accept all minutes included in the packet. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

Mayor Casper stated the Blue Angels will be holding a welcome celebration on Wednesday, July 19 and a practice session on Friday, July 21. A Veterans event will be held prior to the July 21 practice session. Horse racing events



## May 8, 2017 - Unapproved

will be occurring at Sandy Downs in the upcoming summer months. The July 4<sup>th</sup> parade will include several floats from the City with a City administration/leadership entry collecting donated items/goods. Secretary of Energy Rick Perry will be visiting DOE (Department of Energy) locations on May 9 and 10. Rose Hill Cemetery experienced recent vandalism including damage to several grave sites and property. The possibility of establishing a donation fund to assist with damage/costs was suggested. The first round of Police Chief interviews occurred May 8 with additional interviews scheduled for May 11. Hiring timeframe anticipated in July-August.

Councilmember Hally stated ICUA (Idaho Consumer Owned Utilities Association) will be held July 19-21. City Club forum on May 18 will include a presentation from the Oppenheimer Companies.

Councilmember Marohn stated the Fire Station No. 1 Grand Opening was well attended with approximately 700 people touring the facility.

Councilmember Radford expressed his appreciation to those downtown businesses who assisted with the Fire Station Grand Opening. He stated there are several new baby animals at the Zoo.

Councilmember Ehardt had no items to report.

Councilmember Smith stated he will be attending APPA (American Public Power Association) July 19-21.

Councilmember Dingman stated the Clean and Green City-wide Cleanup campaign began May 5. The City website has additional information for recycling and indoor/outdoor waste.

It was moved by Councilmember Dingman, seconded by Councilmember Ehardt, to modify the agenda to add discussion of proposed Idaho Falls Fraternal Order of Police (FOP) presentation at the next work session (May 22) with the good faith reason that the Council will not meet again before the next Work Session and the request was recently received. Mayor Casper stated the agenda setting authority resides with the Mayor, however any action can be requested by majority of the Council. She indicated it's unusual for an entity who would like to be on the agenda not to bring it to the attention of the administration. She believes the action to include this item on the agenda has only been addressed in the media and not presented to the City. She stated no communication has occurred between the FOP and the City administration. Councilmember Dingman believes there are several questions in general and she does not want to delay the officers. She stated the motion would include a presentation to the Council on the topic of potential of unionization. Mayor Casper proposed the discussion item be added to the end of agenda. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Ehardt. Nay – Councilmember Hally. Motion carried. Mayor Casper stated all citizens have the right to communicate with the Councilmembers at any time and in a variety of ways, unless a quasi-judicial matter is involved or any constraints of a public hearing prohibit such comments. She believes there may be a misunderstanding that just because a public hearing is not being held that there is no forum for Council contact, which is not the case. Councilmember Marohn reiterated that public input is not always a public hearing. Mayor Casper stated with the recent rescission of the Civil Service System occurring over the course of three (3) separate readings she expected communication would have taken place between each of those meetings. Councilmember Dingman stated all Councilmember emails and phone numbers are public record and indicated the Council are available to meet and communicate with community members.

### Budget Workshop Part II: Employees Wages Discussion:

Director Tew reviewed inflation data regarding CPI (Consumer Price Index). He stated CPI is a means to measure inflation based on goods (food, housing, fuel, clothing) that most consumers utilize and purchase on a regular basis. He presented the following information with brief discussion throughout:

<u>Source</u>	<u>Inflation</u>	<u>Reference</u>
US Bureau of Labor Statistics	CPI Actual March/2016 to March/2017: 2.4%	<a href="https://www.bls.gov/regions/west/cpi-summary/consumerpriceindex_summary_western.pdf">https://www.bls.gov/regions/west/cpi-summary/consumerpriceindex_summary_western.pdf</a>
The Livingston Survey - Federal Reserve Bank of Philadelphia	CPI projected 2017: 2.4% CPI projected 2018: 2.5%	<a href="https://www.philadelphiafed.org/-/media/research-and-data/real-time-center/livingston-survey/2016/livdec16.pdf?la=en">https://www.philadelphiafed.org/-/media/research-and-data/real-time-center/livingston-survey/2016/livdec16.pdf?la=en</a>
Idaho Division of Financial Management Forecast	CPI Projected 2017: 2.4% CPI Projected 2018: 2.5%	<a href="https://dfm.idaho.gov/publications/eab/ief/ief_apr2017.pdf">https://dfm.idaho.gov/publications/eab/ief/ief_apr2017.pdf</a> <a href="https://dfm.idaho.gov/publications/eab/ief/ief_oct2016.pdf">https://dfm.idaho.gov/publications/eab/ief/ief_oct2016.pdf</a>

### May 8, 2017 - Unapproved

2017 Federal Employee Pay Raise Issued by President Obama	2.1%	<a href="http://www.fedsmith.com/2016/12/28/president-issues-order-finalizing-2017-federal-employee-pay-raise/">http://www.fedsmith.com/2016/12/28/president-issues-order-finalizing-2017-federal-employee-pay-raise/</a>
---	------	---

Director Tew stated he attempted to compare an average of other cities within the State but was unable to provide any data due to the variety of compensation structures. He indicated any inflation increase would begin October 1. He recommended a 2.5% inflation adjustment for City employees. Mayor Casper requested a working consensus from the Council to build the 2.5% adjustment into the budget worksheets. There were no objections. She noted the adjustment for the previous year was 1.75%. At the request of Councilmember Radford, Director Tew stated 1%=\$284,00, 2.5%=\$710,000. Director Tew indicated the following year the City will transition to a pay for performance format which is market-based.

#### Update on Pay for Performance:

Director Tew stated in December 2016, the process for pay for performance began with performance implementation anticipated for October 2017 with pay implementation anticipated for October 2018. He indicated the Performance Management Task Force has been meeting on a regular basis. He then introduced Director Fredericksen and Mr. Moad. Director Fredericksen stated the purpose of pay for performance is to foster ongoing communication and development, to improve employees performance, and, to reward employees for their outstanding contributions. He indicated the Task Force includes employees from the majority of City departments. Key concepts include performance planning, ongoing communication, feedback, and documentation. Director Fredericksen believes employees need reinforcement throughout the year for a better understanding. He indicated a draft of core expectations for every employee has been compiled as: observable, measureable, achievable, reasonable, and, understandable. The task force is currently reviewing job specific expectations and measurements for each classification within the City. Goal establishment will also be reviewed. Mr. Moad expressed his appreciation for the opportunity to participate on the task force. He stated the intent for pay for performance is to be a positive benefit for employees as well as the City. Director Fredericksen stated concerns regarding step and grade were expressed. Councilmember Hally indicated pay for performance is not just about wages but also direction for the employee. Councilmember Marohn believes deadlines must be met for this process to be successful. He also believes pay for performance will assist with career development. Director Tew commended the task force for their involvement. At the request of Mayor Casper, Mr. Moad reviewed core values as customer service, dependability, integrity and ethics, continuous improvement, safety, and, teamwork. He stated the task force is currently reviewing definitions of each core value.

#### Personnel Manual/Policy Update:

Ms. Horne stated the proposed changes in the personnel manual are in regard to employee status. She indicated previous confusion has occurred with the Affordable Care Act (ACA) and PERSI (Public Employee Retirement System of Idaho) requirements. The specific definitions will determine the option to offer or not to offer benefits.

Ms. Horne reviewed the following changes:

- Casual Employee, work less than 19.5 hours/week, unlimited length of service
- Full-time employee, revised to be more specific (definitions will automatically meet ACA requirements)
- Part-time employee, specifies number of hours worked, optional benefits would be prorated accordingly
- Seasonal Employee, weather-related, length of time and number of hours
- Temporary Employee, not weather-related, length of time and number of hours

After brief general discussion, Mayor Casper stated approval of this item will be included on the May 11 Council Meeting Consent Agenda.

#### Community Support Grants Discussion:

Mayor Casper believes in recognizing the role for Council in support of worthwhile community endeavors. She then turned the presentation to Ms. Briggs. Ms. Briggs stated she has performed research from other cities within the State with regard to grant process. She proposed the following recommendations and requested Council consensus for the current year:

### May 8, 2017 - Unapproved

1-Set total community support grant budget cap, proposal = \$140,000. There has previously been no specific budget amount placeholder. Last year amount = \$178,999

2-Set maximum individual grant awards amount, proposal = \$40,000. There is a large discrepancy in previous awarded grants.

3-Form community panel that screens applications and then makes a recommendation to City Council, proposal = 1-2 community members (total of 10 members) from: Art Community, Educator/Teacher, Social Services Representative, Medical Community, Business Community, Construction/Development.

Councilmember Ehardt is in favor of a hybrid approach – set a cap amount and use of a community panel. As a response to Councilmember Marohn, Ms. Briggs stated the bi-annual funding report is currently in place and she will disseminate the reports to Council. Councilmember Marohn is in favor of a set cap amount. Mayor Casper reviewed previous years and believes it is important to set a cap which would be placed into the budget for planning purposes. Councilmember Radford would prefer a competitive bid process. Councilmember Smith prefers a cap for budgetary purposes and believes the funding should only be given if the applicant meets the mission of the City. Brief discussion followed regarding any special events, which would be presented as a separate operational line item in the budget. Councilmember Dingman believes Ms. Briggs recommendation is the best practice and she would prefer to use all three (3) proposals. Councilmember Marohn suggested the use of at-random citizens on a panel. Councilmember Ehardt prefers citizens who have not previously served on a committee to prevent a conflict of interest. After further brief discussion, it was consensus to have a total cap of \$130,000 with individual cap of \$35,000. Mayor Casper indicated this item would continue to require approval in the budget, allocating funds from the General Fund.

#### 2018 Audit Planning Discussion:

Director Alexander stated the City has historically used two auditors, one for the electric power and one for government business. She stated in July 2016 a Request For Proposal (RFP) was issued for a comprehensive auditor, four (4) proposals were received. An evaluation panel, as well as auditing staff, recommended Moss Adams, taking into account their knowledge of the Cayenta software system. Director Alexander indicated at that time feedback was received from some Councilmembers regarding the lack of using a local auditing firm. She stated Moss Adams had not previously audited the government aspect and they began identifying issues which required additional testing. She reviewed the costs, stating costs are approximately \$20,000 over the estimate due to the additional testing and travel, which amounts to a 17% increase of total contract cost. Brief discussion followed regarding the preference to retain an auditor for more than one (1) year to maintain familiarity. There was consensus of the Council to retain Moss Adams. Mayor Casper expressed her appreciation to Director Alexander for her capable management skills.

#### Acceptance of International Brotherhood of Electrical Workers (IBEW) Contract:

Mr. Prairie recognized the assistance of Mindy Moore, Human Resources (HR) staff. He stated the majority of contract changes focused on the wage structure. The journeyman structure is now on a tier scale, including four (4) levels of journeymen. Overall wages, benefits, and health insurance came in under a 2.5% increase. Most positions will receive a 2% compensation, with some lead positions receiving 5% compensation. Senior Hydro Mechanic and Senior Meter Technician were created as new positions. Mr. Prairie indicated there was overcompensation for apprentices compared to market so they will not receive the 2% increase but will continue to increase their rates as training occurs. Language was established on living distance requirement related to use of trouble truck and relocation conditions. Insurance premiums increase will be a shared cost.

It was moved by Councilmember Smith, seconded by Councilmember Hally, to approve the Collective Bargaining Agreement with the International Brotherhood of Electrical Workers Local 57 for the 2017-18 bargaining year, and give authorization for the Mayor to execute the document. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

#### Discussion Regarding FOP Presentation:

Councilmember Hally believes the new chief should get acquainted with personnel and current issues prior to this discussion. Councilmember Dingman stated she participated on the interview panel for the Police Chief position and indicated the candidates have variety of backgrounds, some having similar experiences with the current issues. She

### May 8, 2017 - Unapproved

believes it would be ideal to have a new chief in place who would work with the employees prior to any Union moving forward. She stated the request, on behalf of the FOP, is to be placed on an agenda to discuss being recognized as a union within the next 2-3 weeks if possible. Per Councilmember Dingman's conversation with Dustin Howell, vice-president of the FOP, Mr. Howell indicated the FOP would like to present the concept, the research that has been conducted, and to communicate with the Council in a presentation format. There would be no expectation of action or decision, this would be a presentation only. Director Tew stated although he's interested in hearing from the FOP he would recommend to wait for a new chief as he believes it doesn't make sense to have a presentation now. Councilmember Dingman indicated other presentations, such as the School District or Airshow Board, have occurred without hesitation. Mayor Casper believes this is a matter of precedence and procedure. She stated presentations have occurred to further a City purpose or further the work of a department(s). She believes in this case, action is only being heard through media. She prefers to continue the current process of presentation through a Department Director or the Council President with the agenda setting determined by the mayor. Mayor Casper stated her commitment and obligation is for robust discussion of any request if that is the will of council but believes all bases (legal, HR, community) need to be covered. Brief discussion followed regarding a timeframe for a FOP discussion. Director Tew stated part of his duties include making the City an attractive place for a new Police Chief. He believes input from police officers makes sense although he reiterated the timing is not appropriate. Councilmember Dingman also believes input should be allowed but is not suggesting any decision or action from Council should occur until after the chief is hired. She reiterated this is a presentation only. Councilmember Smith stated it is not the Councils job to micromanage, Councils job is to set policy. He believes any employees should go through the proper channels first, including the Department Director, Human Resources, and then the Mayor. Councilmember Dingman indicated the FOP requested presentation through the Police Chief and was declined. Director Tew and Mayor Casper stated they were not approached by the FOP. Councilmember Marohn believes the Council is willing to listen to the proposal but he also believes the new chief needs to be involved. He stated the FOP does not have a legal binding organization within the City and the new chief should assist with the direction of the Police Department, whether or not unionization is involved. Mayor Casper recommended any pressing issues from the FOP be distributed to Council in written form as soon as possible. She also recommended two (2) Councilmembers with opposing views develop a presentation format. After further brief discussion, it was consensus of the Council that Councilmember Dingman will meet with Mayor Casper to establish a timeframe to proceed forward. Mayor Casper suggested any communication from the Council be submitted to herself or Councilmember Dingman.

There being no further business, it was moved by Councilmember Radford, seconded by Councilmember Marohn, to adjourn the meeting at 5:37 p.m. and move into Executive Session. The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency. At the conclusion of the Executive Session Councilmembers will not reconvene to Regular Work Session. The Executive Session will be held in the City Hall Annex Conference Room. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Monday, May 8, 2017, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 5:43 p.m.

There were present:

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

Also present:

**May 8, 2017 - Unapproved**

Greg Weitzel, Parks and Recreation Director  
Randy Fife, City Attorney

The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.

There being no further business, the meeting adjourned at 5:58 p.m.

---

CITY CLERK

---

MAYOR

## **May 11, 2017 - Unapproved**

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

Also present:

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

### **Pledge of Allegiance:**

Mayor Casper invited Devin Johnson, a senior student at Compass Academy and Boy Scout Troop #326, to lead those present in the Pledge of Allegiance.

### **Public Comment:**

Mayor Casper requested any public comment not related to items on the agenda.

Bart Whiting, Idaho Falls Police Department (IFPD) officer appeared. Officer Whiting stated he has served the City of Idaho Falls as an officer for the previous nine (9) years. He is not representing the Fraternal Order of the Police (FOP) and is not part of any civil law suits against the City. He expressed his appreciation to Councilmember Ehardt for her courage and conviction to stand alone on the issue of Civil Service and believes her phrase 'funky' was very generous to the fellow Councilmembers, the Mayor, and Mr. Fife. He believes the Council's actions were cunning, devious, crafty, shifty, shrewd, and tricky. He believes the lack of respect shown to the City's first responders over Civil Service is sickening. Officer Whiting questioned if the process has been going on for several years, why the haste to push this through in three (3) meetings in a row without giving the police officers the chance to speak. If this had no affect or bearing on law suits why the haste to file motions in court and cancel scheduled meetings. Surely the Legal Department did not take these actions without prior knowledge from the Council or Mayor. Even though the FOP has not been recognized as a union in the past, they have been given an opportunity to meet and discuss with the Mayor, City Council Liaison and the Police Chief their ideas to make employment with the City even better. He stated over the past several years under this administration, that opportunity has been taken from them and they have experienced an erosion of rights as police officers in this community. This has been difficult to accept. They have continued to try to have their voices heard but have been labeled as whiners and malcontents by this Council and administration. He believes this is unfair to be labeled as this when they speak up for themselves. He stated they have come with solutions, not just complaints, but they have been ignored, mostly based on the advice from Mr. Fife who seemed to have issues with the police officers from the very beginning. They have read in the newspaper to wait for a new chief and have also read there have been misunderstandings. He questioned how a new chief will change things when there is struggle with the attitude and actions of the Council and the Mayor. Officer Whiting requested that the City stop playing politics with this police department. We all have the same goals in keeping Idaho Falls a beautiful City and safe for its citizens. He indicated a few Councilmembers have stated this year will be a tough year for the police department. He stated every day that they put on their badge and vest is a tough day, they carry the weight of the City on their shoulders. The police officers and families risk everything, every day, and every shift and the least you could do is give them a

## **May 11, 2017 - Unapproved**

chance for their voice to be heard. Officer Whiting made a promise that he and his fellow brothers and sisters could keep. The patch and badge they wear every shift represents this beautiful City that hired them. The name on their chest represents who they are and who raised them and he guaranteed they will serve both with honor and integrity, and he has requested the same in return. Mayor Casper stated, on behalf of the entire Council and City leadership, the IFPD has the full support of City leaders and there is nothing but dedication to their safety and well being of officers who serve this City. She believes there is miscommunication about process and procedure and the right way to express concerns. She indicated she has dedicated staff members, as well as her own time, trying to move forward and to achieve those mutual goals expressed. She wants to ensure those who serve as City employees, including those who put their lives on the line, are treated fairly which requires process and dedication. She is committed to make sure fairness is achieved in all the City processes. Mayor Casper expressed her appreciation to Officer Whiting's comments and stated they were sincerely delivered and sincerely received.

### **Consent Agenda:**

Office of the Mayor requested reappointment to Kristin Hague, Idaho Falls Public Library Board of Trustees.

Public Works requested approval of Bid Award – South Tourist Park Overlay – 2017; Bid Award – Street Overlays – 2017; Bid Award – Park Avenue Water Line Cliff Street to Railroad; Bid Award – Water Meter Installation - 2017 Phase II; and, Bid Award – 17<sup>th</sup> Street and St. Clair Road Intersection Improvements.

Municipal Services requested approval of Bid IF-17-16, Water Meters and Meter Materials for Public Works; Bid IF-17-P, Annual Rifle and Pistol Ammunition for Police Department; Bid IF-17-17, Steel Refuse Containers; and, Bid IF-17-Q, Sole Source Purchase, Traffic Cabinet and Controllers.

Idaho Falls Power requested approval of Bonneville Power Administration (BPA) Exhibit A Revision, and to ratify power transactions with Shell Energy.

Human Resources requested approval of changes to Section V of the City's Personnel Policy Manual.

The City Clerk requested approval of minutes from the April 13, 2017 Idaho Falls Power Board Meeting; April 24, 2017 Council Work Session and Executive Session; and April 27, 2017 Council Meeting, and, 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 Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

### **Regular Agenda:**

#### **Fire Department**

##### **Subject: Reciprocal Fire Fighting Assistance Agreement**

For consideration is a mutual aid agreement between the City of Idaho Falls and other fire departments and Sheriffs' offices throughout Eastern Idaho. This agreement specifies that we will help each other for 24 hours without compensation for major fires within a fire jurisdiction. The agreement also allows us to assist a Sheriff in an unincorporated part of the County for a wild fire and be compensated at our Idaho State rate for such service.

Councilmember Marohn stated this agreement will memorialize any verbal agreements with the other fire departments so that assistance will be available when a large fire or disaster strikes. He indicated compensation after the first 24 hours will be based on the available funds as applicable per the Idaho State rate. This agreement does not supersede any previous agreements with other cities or districts. This is a five-year agreement in which the City can opt out at any time.

## May 11, 2017 - Unapproved

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the Reciprocal Fire Fighting Assistance Agreement and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

### **Community Development Services**

#### **Subject: Public Hearing – 2016 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER)**

As part of the CDBG reporting requirements, the 13<sup>th</sup> annual CAPER for the 2016 program year is due to United States Department of Housing and Urban Development (HUD) on June 30, 2017. Following the public hearing, a 15-day public comment period will begin on May 11, 2017 and end on May 26, 2017. After considering all comments, a resolution accepting the CAPER will be submitted.

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

Lisa Farris, CDBG Coordinator, appeared for the presentation and reviewed the following:

#### Slide 1: Criteria for Projects/Activities

##### Must meet 1 of 3 National Objectives (HUD)

- Benefit Low to Moderate Income (LMI) Individuals (Idaho Falls/Bonneville County family of 4 making less than \$45,850 (FY2016 HUD Income Limit))
- Prevent/Eliminate conditions of Slum and Blight
- Meet an urgent need

##### Must be a HUD Eligible Activity

- Construction of public infrastructure
- Handicapped access to public facilities
- Housing rehab, social services, business rehab
- Acquisition, clearance, and disposition of property
- Relocation cost, economic development, job creation or training

##### Additional Criteria

- Projects must meet the goals of City's *2-11-15 Five-Year Consolidated Plan*
- Selected for the *Annual Action Plan*

Ms. Farris stated all project and activity objectives have been met for 2016, one or more of the national objectives have been met which also met the goals of the Five-year Consolidated Plan

#### Slide 2: Project/Activity must fit into 1 of 4 priorities defined by HUD

##### Community Development Priority

- Neighborhood revitalization activities that promote public health, safety and welfare

##### Economic Development Priority

- Improve economic conditions throughout the community, principally for LMI persons

##### Housing Development Priority

- Encourage development of new, affordable single-, multi-family, and special needs housing through private developers and non-profits

##### Public Service Priority

- Encourage partnerships with social service providers, faith-based groups, private businesses, school districts, non-profit agencies, and community leaders to meet the needs of families in poverty

Ms. Farris stated all projects and activities met the HUD priorities

#### Slide 3: Making a Difference with FY2016 CDBG Funds – Projects/Activities completed

Code Enforcement: (6) neighborhood cleanups in CT (Census Tract) 9707/9711 LMI neighborhoods (1505) inspections in CT 9707, 9711, and 9712



**May 11, 2017 - Unapproved**

IFDDC – (4) Facades: (1) coordinated cleanup at 443 G Street property CT 9712  
 (1) awning replaced for Salisbury Building  
 (1) sign: downtown parking off Broadway  
 Montgomery Ward Building – W/S façade with new windows (finishing up)  
 Frosty Gator – façade with deck rehab

Public Works: (23) LMI properties improved with sidewalk/curb/gutter in CT 9707

CLUB, Inc.: (34) assists with case management/services for homelessness

Senior Center: (2) A/C units replaced, (2) exterior security lighting replaced

Community Food Basket: (3) industrial refrigerators (42,775 served) with redirected funds from Partners for Prosperity (P4P)

EICAP – GRG: (6) grandparents raising grandchildren received legal aid with P4P redirected funds

Idaho Legal Aid: (11) victims of domestic violence received legal aid assistance

Fair Housing: 2016 training: City co-sponsored with Pocatello and IHFA (over 80 attendees)

Idaho Falls Rescue Mission: Facility fire safety code concerns to be addressed with CDBG funds

Habitat for Humanity IF: Initiated environmental review for property acquisition at Elmore

Point in Time Count: 2016 – 3 unsheltered and 174 sheltered (down from 13% from 2105)

Homeless Stand Down: 2016 – community event bringing resources/info/services to attendees

Administration: Managed CDBG Program, CAPER 2016, AAP2017, Financial/Performance Reporting, and submitted success CDBG stories to community and local/state/federal government

Slide 4: Previous CDBG funding years spent in 2016 (CDBG Program Year 2015)  
 FY 2015

- (2) sign projects completed for A Street Soup Market and Shadow Domain
- (1) façade project completed (Phase 2) Farmers Merchant Bank Building
- (2) single unit ADA rehab with ramp and restroom renovation projects
- (1) sign rehab for Behavioral Health Crisis Center

Total of 45 projects and activities completed with 2015 and 2016 CDBG funding between April 1, 2016 and March 31, 2017

Slide 5: Map of distribution, signifying projects within the three (3) Census Tracts

Slide 6: Current Balances

Year	Award	Balance	% remaining
FY2004	\$491,000	0	0
FY2005	\$465,543	0	0
FY2006	\$418,940	0	0
FY2007	\$417,257	0	0
FY2008	\$402,199	0	0
FY2009	\$407,064	0	0
<i>CDBG-R</i>	<i>\$109,234</i>	<i>0</i>	<i>0</i>
FY2010	\$441,751	0	0
FY2011	\$369,546	0	0
FY2012	\$314,082	0	0
FY2013	\$361,453	0	0
FY2014	\$342,373	\$16,734.25	~4.8
FY2015	\$342,928	\$23,022.00	~6.71
FY2016	\$342,935	\$1,000,674.37	~29.4
Totals	\$5,226,305	\$140,430.62	~40.91

### **May 11, 2017 - Unapproved**

Ms. Farris stated all projects are well within time commitments with HUD for 2016. FY2017 CDBG allocation pending announcement of Federal allocation of CDBG Program.

Slide 7: Photo of 443 G Street, before property clean up coordination effort  
Slide 8: Photo of 443 G Street, after property clean up coordination effort  
Slide 9: Photo of Frosty Gator, before deck rehab  
Slide 10: Photo of Frosty Gator, after deck rehab  
Slide 11: Photo of Montgomery Ward window façade project (in process)  
Slide 12: Photo of Farmers Merchants Bank Building, before Phase 2 awnings façade  
Slide 13: Photo of Farmers Merchants Bank Building, after Phase 2 awnings façade  
Slide 14: Photo of sign project for Salisbury Building  
Slide 15: Photo of façade sign project for A Street Soup Market  
Slide 16: Photo of IFDDC (Idaho Falls Downtown Development Corporation) parking sign project  
Slide 17: Photo of façade sign project to Shadow Domain  
Slide 18: Photo of curb/gutter/sidewalk Bel Aire Subdivision, before improvements at 1147 Lovejoy  
Slide 19: Photo of curb/gutter/sidewalk Bel Aire Subdivision, after improvements at 1147 Lovejoy  
Slide 20: Photos of Sr. Citizen Community Center, before and after A/C units and exterior lighting  
Slide 21: Photo of Community Food Basket Idaho Falls new industrial refrigerators

Ms. Farris indicated the 45 total projects are slightly less than normal, due to weather conditions. She stated public comments will be accepted for two (2) weeks which will be submitted in the report to HUD. After that time a Resolution will be requested for approval at the June 8, 2017 Council Meeting. The complete report will be submitted prior to June 29, 2017.

Mayor Casper requested any public comment. No one appeared.

Mayor Casper closed the public hearing. She reminded the Council that no recommended action is due at this time.

### **Subject: Public Hearing – Rezone from GC-1 and R-3A to CC-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, sections of Original Town**

For consideration is the application for Rezoning from GC-1 and R-3A to CC-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lots 1-6 and 23-32 Block 6, Lots 1-5 Block 7, and Lots 1-12 and 17-32 Block 9, Original Town. The Planning and Zoning Commission considered this application at its April 4, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all staff presentation and items ordered into the record.

Brad Cramer, Community Development Services Director, appeared with the following presentation:

Slide 1: Property under consideration in current zoning area  
Director Cramer stated the applicant initially only needed to rezone a corner section of the property. Due to the various zones within the downtown area, staff recommended rezoning of the entire area.  
Slide 2: Aerial photo of property under consideration  
Slide 3: Additional aerial photo of property under consideration  
Slide 4: Comprehensive Plan Future Land Use Map  
Slide 5: Photos looking at property at the corner of Chamberlain Avenue and Lava Street  
Slide 6: Photo looking west down Lava Street  
Slide 7: Photos looking at buildings on Basalt Street  
Slide 8: Photos looking north down Oneida Avenue  
Slide 9: Photos looking at buildings along Cliff Street

**May 11, 2017 - Unapproved**

At the request of Mayor Casper, Director Cramer stated on-street parking is not included in the calculation requirement, and, hard surface includes asphalt or concrete. He indicated noise provisions are also present in other zones, any noise complaints are handled by code enforcement by measurement of decibel levels.

Mayor Casper requested any public comment.

Jeff Freiberg, Oxbow Lane, appeared. Mr. Freiberg identified the buildings which have been torn down for a manufacturing facility. He stated an additional building will be torn down for a parking lot.

Mayor Casper closed the public hearing.

Councilmember Dingman believes in the importance of the long-term zoning goals in the City.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Ordinance rezoning from GC-1 and R-3A to CC-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 Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

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

**ORDINANCE NO. 3117**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF LOTS 1-6 & 23-32, BLOCK 6, LOTS 1-5, BLOCK 7, LOTS 1-12 & 17-32, BLOCK 9, ORIGINAL TOWN OF THIS ORDINANCE FROM GC-1 AND R-3A ZONES TO CC-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 from GC-1 and R-3A to CC-1, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

Mayor Casper stated there is an upcoming election on May 16 and encouraged all eligible community members to vote.

There being no further business it was moved by Councilmember Marohn, seconded by Councilmember Hally, to adjourn the meeting at 8:05 p.m.

---

CITY CLERK

---

MAYOR

# **REGULAR AGENDA:**



## MEMORANDUM

**TO:** Honorable Mayor and Council

BGC-048-17

**FROM:** Mr Brad Cramer, Director

**DATE:** May 22, 2017

**RE:** Resolution to Set a Public Hearing to Consider Renewal of the Downtown Business Improvement District

Attached is a resolution to set the date for a public hearing to consider renewal of the Downtown Business Improvement District (BID). Business Improvement Districts are governed by Idaho Code Title 50 Section 26. The BID was first established in 1997 with a 10-year expiration period. The BID was renewed in 2007, again with a 10-year expiration period.

In order to establish or renew a BID, the statute requires a 4-step process. First, the applicant(s) for the district must collect signatures on a petition to establish or renew the district. The signatures must represent property owners paying over more than 50% of the district's assessment. Those signatures are submitted to City staff for review and verification. As of the writing of this memo, staff is in process of renewing and verifying signatures and will have a report prior to this Thursday's Council meeting.

If the petitions are all valid, the statute requires the Council to adopt a resolution of intention to establish or renew the district. The resolution must include a date for a public hearing to be held in consideration of the establishment of a district. The attached resolution for this renewal sets the public hearing date as July 13, 2017. The third step in the renewal process is to hold the public hearing. Finally, if the Council decides to establish the district it must approve an ordinance at a meeting following the public hearing. The proposed date for consideration of the ordinance, assuming the Council wishes to renew the district, is July 27, 2017.

While the boundaries of the current BID are not proposed to change with this renewal effort, the valuation date, assessment mills rate and the maximum assessment amount are changing. For the past 20 years, the BID has assessed properties at a 4 mills rate of a property's 1996 valuation with a \$1,700 maximum annual assessment. For this renewal the applicants are proposing to change to current property valuations at a 2 mills rate with a maximum annual assessment of \$2,500.

Attachments: Resolution

CC: File, City Clerk



RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY COUNCIL OF IDAHO FALLS, IDAHO, FOR RENEWAL OF THE DOWNTOWN IDAHO FALLS BUSINESS IMPROVEMENT DISTRICT; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the property owners paying over fifty percent (50%) of proposed business improvement district have, pursuant to 50-2603 Idaho Code, submitted a valid initiation petition to the City of Idaho Falls to create or renew the Downtown Idaho Falls Business Improvement District; and

WHEREAS, the petition sets forth the boundaries, the proposed projects and uses of the funds levied, the estimated rate of assessment, and the time frame for the existence of the district as follows:

1. Boundaries of Renewed District. The boundaries of the district are: Commencing at the northwest corner of the intersection of Yellowstone Avenue and the Railroad Right-of-Way and following the northern edge of the railroad right-of-way to the east bank of the Snake River, then turning northerly and following the east bank of the Snake River to a point where Riverside Drive curves easterly away from the river, then turning easterly along Riverside Drive to the southeasterly corner of the intersection with Memorial Drive and then southerly one-half block to the intersection of the alley between D and E Streets, then easterly along the alley to the eastern boundary of Scenic Falls Credit Union, then southerly along that boundary to D Street, then easterly along D Street to the intersection with North Capital Avenue, then southerly along North Capital Street to the intersection with the alley between D Street and Constitution Way, then easterly along the alley to the intersection with Shoup Avenue, then northerly on Shoup Avenue to D Street, then easterly along D Street to the eastern boundary of Les Schwab and then southerly along the boundary to the alley between D Street and Constitution Way, then easterly along the alley to the western edge of Yellowstone Avenue right-of-way and then southerly along Yellowstone Avenue back to the point of beginning. See Attached Map.
2. Uses and Projects for Proposed Special Assessment Revenues. The proposed uses and projects to which the proposed special assessment shall be used are as follows:
  - a. The marketing for promotion of public events which are to take place on or in the district.
  - b. The general marketing of retail trade and professional activities in the district, including but not limited to, promotional events and advertising.
  - c. The physical improvement and decoration on any public space within the district, including but not limited to, general maintenance landscaping, and the construction maintenance, and operation of a public parking facility.

- d. The general promotion of the district, including but not limited to, providing marketing, maintenance and improvements.
  - e. The hiring of a manager and staff and contractors as needed to manage the district, including but not limited to, development and implementing management, marketing and maintenance programs, assisting in the redevelopment of the district business, and participating in any other activities necessary for the promotion of business in the district.
  - f. Any and all other purposes for which such district may be formed under Idaho Code § 50-2601.
3. Estimated Costs. The total annual estimated cost of the projects and uses within the district is estimated at seventy thousand dollars (\$70,000) for 2017 and subsequent calendar years.
  4. Estimated Rate of Levy. The estimated rate of levy of special assessments to be used is two (2) mills for each dollar of assessed value with a maximum aggregate annual assessment of two thousand five hundred dollars (\$2,500) annually per property owner.
  5. Life of the Proposed District. The life of the proposed district shall be ten (10) years.

WHEREAS, the City Council is desirous of supporting and promoting the redevelopment of the historic downtown Idaho Falls.

NOW, THEREFORE, IN ACCORDANCE WITH SECTION 50-2604, IDAHO CODE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

1. A public hearing shall be scheduled for the Regular City Council Meeting of July 13<sup>th</sup>, 2017, in the City Council Chambers at 680 Park Avenue to consider the creation or renewal of the Downtown Idaho Falls Business Improvement District; and
2. That Public Notice of the Hearing be given in the newspaper; and
3. A copy of this Resolution and Notice of the Hearing be mailed to each business in the proposed district.

ADOPTED and effective this \_\_\_\_ day of May, 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 COUNCIL OF  
IDAHO FALLS, IDAHO, FOR RENEWAL OF THE DOWNTOWN  
IDAHO FALLS BUSINESS IMPROVEMENT DISTRICT; AND  
PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS  
PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO  
LAW."

\_\_\_\_\_  
Kathy Hampton, City Clerk

(SEAL)





## MEMORANDUM

**TO:** Honorable Mayor and Council

BGL-049-17

**FROM:** Mr Brad Cramer, Director

**DATE:** May 19, 2017

**RE:** Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statement of Relevant Criteria and Standards, Yorkside Division No. 3

Attached is the application for Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statement of Relevant Criteria and Standards, Yorkside Division No. 3. The Planning and Zoning Commission considered this item at its April 4, 2017 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

Staff Report, April 4, 2017

Planning and Zoning Commission Minutes, April 4, 2017











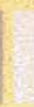


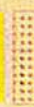

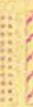

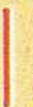









Annexation Ordinance

Zoning Ordinance

Reasoned Statement of Relevant Criteria and Standards



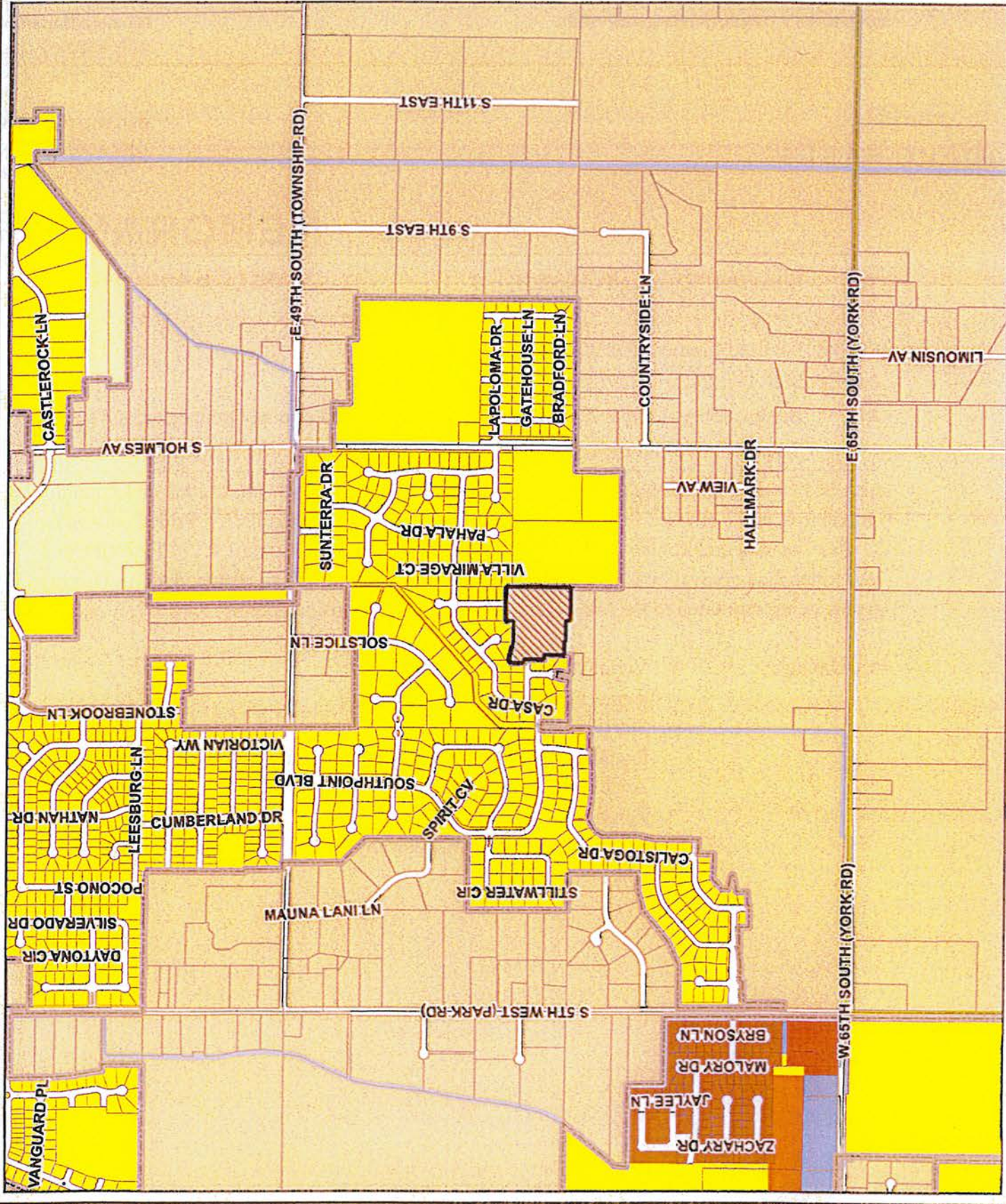
Legend

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

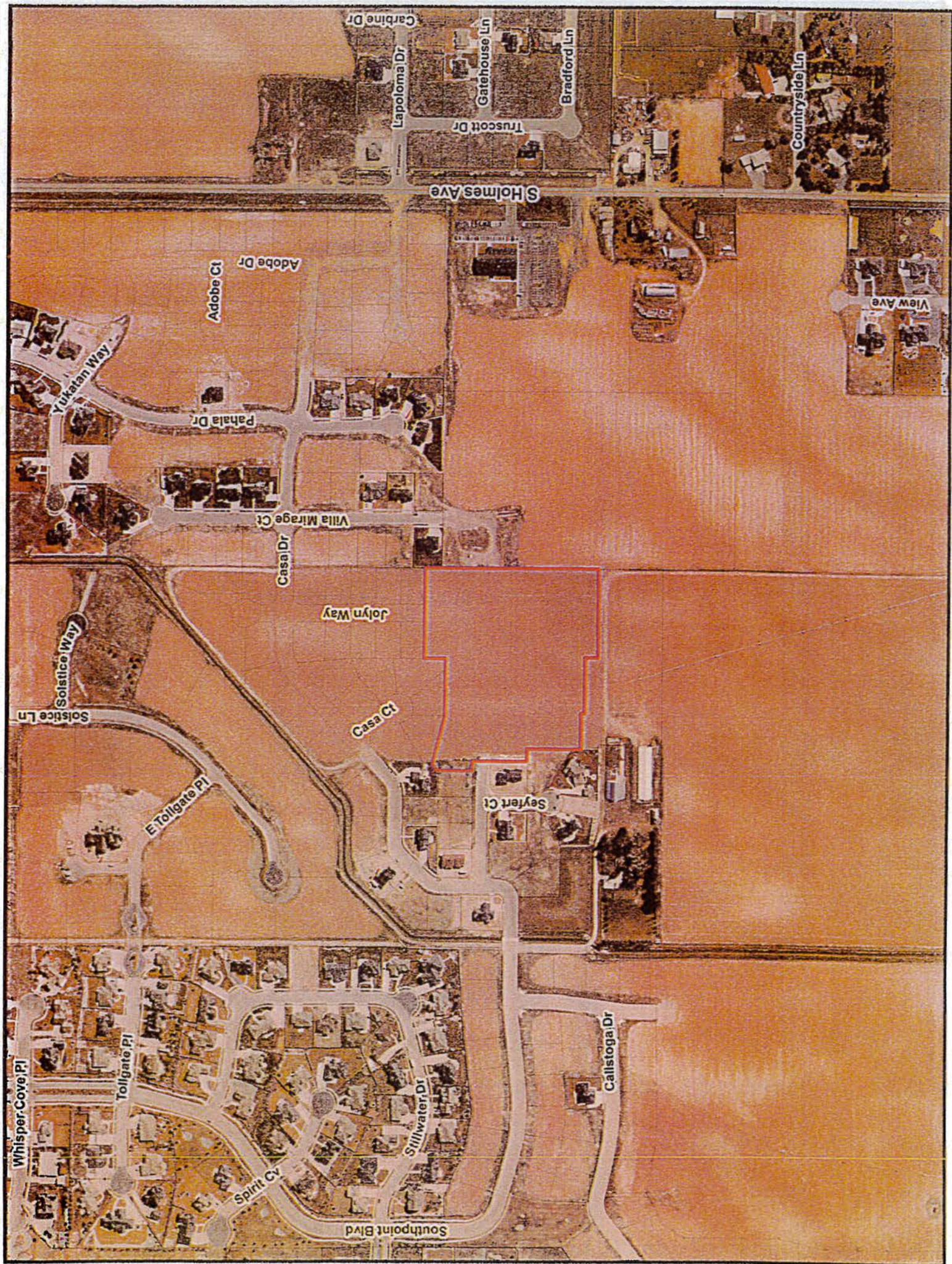
IDAHO FALLS

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

1" = 1,250'



















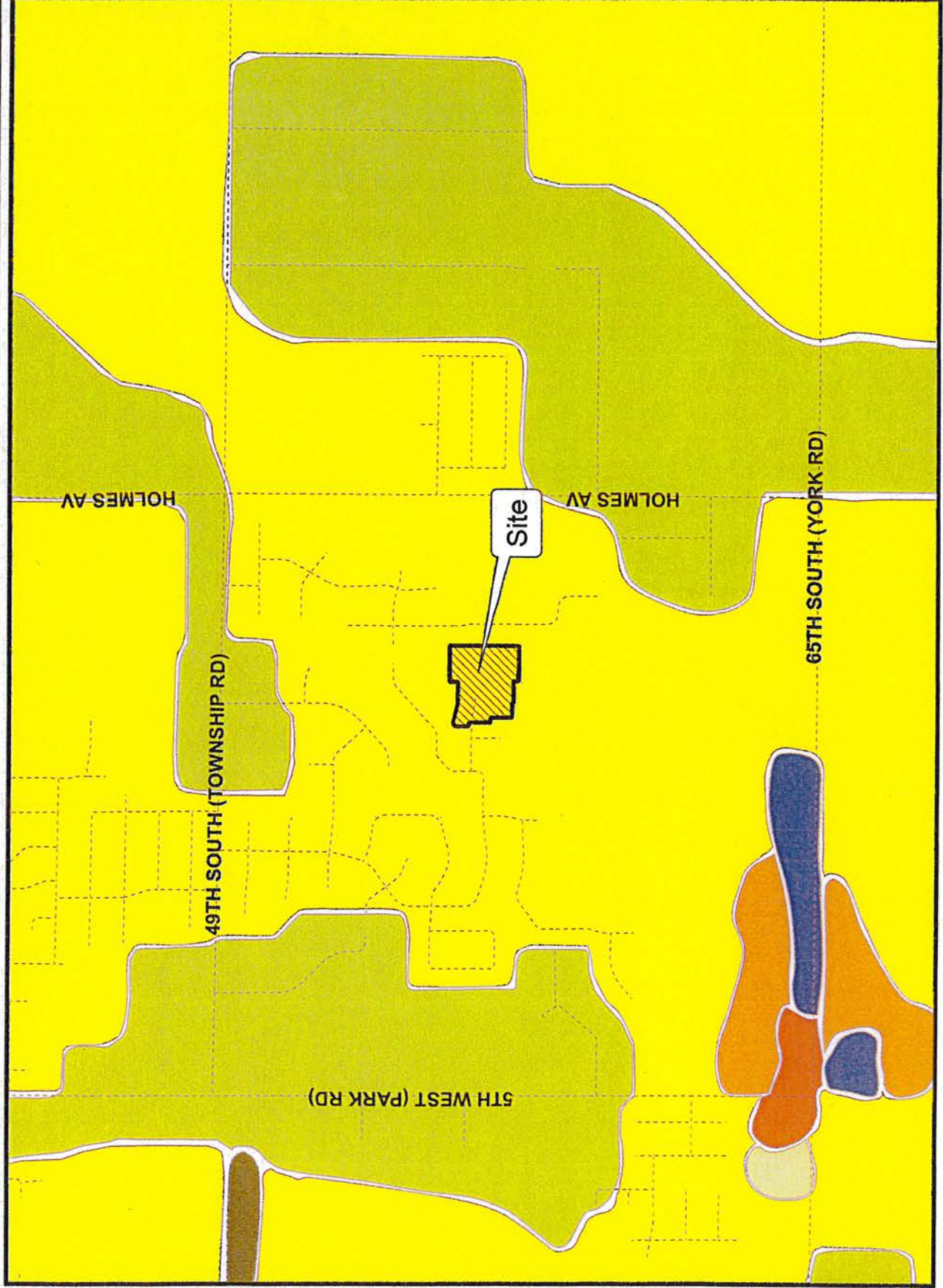


# Annexation & Initial Zoning

M&B: Approximately 8,463 Acres NE1/4 Section 6, T 2N R 38E (Yorkside Division 3)

## Comprehensive Plan



IDAHO FALLS

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

IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT

ANNEXATION AND INITIAL ZONING OF R-1  
NE¼ Section 6, T2N, R38E (Yorkside Division 3)  
April 4, 2017



**Applicant:** Ellsworth & Associates

**Location:** Generally south of Casa Dr., west of S Holmes Ave., north of W 65th S, and east of S 5th W

**Size:** 8.463 acres

**Existing Zoning:**

Site: County A-1

North: R-1

South: County A-1

East: R-1

West: R-1

**Proposed Zoning:** R-1

**Existing Land Uses:**

Site: Agricultural

North: Residential

South: Agricultural

East: Residential/Agricultural

West: Residential

**Future Land Use Map:**

Low Density Residential

**Attachments:**

1. Maps and aerial photos

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

**Staff Comments:** This area is part of the master plan that was initially approved for Yorkside in 2006. The developer subsequently modified that master plan in 2015. The applicant is now wanting to proceed with the next phase of development and is requesting annexation.

**Annexation:** This is a Category "A" annexation in which the property owner is requesting incorporation into the City. The property is contiguous to the City on its north, west and east sides. The property is within the City's Area of City Impact and can be served by City utilities and services.

**Zoning:** The applicant is proposing R-1 Zoning for the development of a residential neighborhood. The comprehensive plan for the area is designated as Low Density Residential. The R-1 Zoning is consistent with the Low Density Residential designation.

**Staff Recommendation:** Staff recommends approval of the annexation and initial zoning of R-1.



**Comprehensive  
Plan Policies:**

**Residential development should reflect the economic and social diversity of Idaho Falls.** New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets.  
(p. 40)

**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 ft<sup>2</sup>) shall be provided and maintained for each dwelling. No minimum area shall be required for other main buildings, except as may be required for conditional uses permitted in the Zone.

**(D) Width Requirements.**

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

**(E) Location of Buildings and Structures.**

- (1) Setback. All buildings shall be set back a minimum distance of thirty feet (30') from any public street except as herein provided and required under the provisions of this Zoning Code.
- (2) Side Yards. For main buildings there shall be a side yard of not less than eight inches (8") for each foot of building height, except that no side yard shall be less than seven feet (7') six inches (6"). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.

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

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

**(F) Height Requirements.**

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

**(G) Size of Building.**

No requirement.

**(H) Lot Coverage.**

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

**5. ANNX17-002: ANNEXATION/INITIAL ZONING. M&B 8.463 Acres, Yorkside Division #3 for low density residential.** Beutler presented the staff report, a part of the record.

Dixon opened the public hearing.

**Applicant: Fred Walland, 441 Rockingham Street, Idaho Falls, Idaho.** Walland indicated that the annexation is straight forward and meets the revised preliminary plat of Divisions 2 and 3.

No one appeared in support or opposition of the application.

Dixon closed the public hearing.

Wimborne indicated that this is straight forward.

**Wimborne moved to recommend to the Mayor and City Council approval of the Annexation and Initial Zoning of R-1 for Yorkside Division 3, Morrison seconded the motion and it passed unanimously.**



**ORDINANCE NO. \_\_\_\_\_**

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

WHEREAS, the lands described in Exhibit A of this ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

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

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

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

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

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

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

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

WHEREAS, the lands to be annexed are shown on the Comprehensive Plan Map as "Low Density Residential;" and

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

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

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

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

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

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

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

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

**SECTION 1:** Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

**SECTION 2.** Assigning a Comprehensive Plan Map Designation. The area being annexed is hereby assigned a Comprehensive Plan Map Designation of "Low Density Residential."

**SECTION 3.** Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

**SECTION 4.** Findings. That the findings contained in the recitals of this Ordinance be, and the same are hereby, adopted as the official City Council findings for this Ordinance, and that any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

**SECTION 5.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**SECTION 6.** Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 7.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 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 Ordinance entitled, "AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF IDAHO FALLS; DESCRIBING SUCH LANDS; AMENDING THE CITY MAP; ASSIGNING A COMPREHENSIVE PLAN MAP DESIGNATION OF LOW DENSITY RESIDENTIAL; AMENDING THE LEGAL DESCRIPTION OF THE

CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES;  
AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND  
ESTABLISHING EFFECTIVE DATE.”

---

Kathy Hampton, City Clerk



## LEGAL DESCRIPTION

Commencing at the Northeast Corner of Section 6, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S.00°16'48"W. along the Section line 2053.95 feet; thence N.89°43'12"W. 1317.34 feet to the Southwest Corner of Sunterra, Division No. 2, an Addition to the City of Idaho Falls, Bonneville County, Idaho, and a point on the Westerly boundary line of City of Idaho Falls Annexation Ordinance 2637, said point being the TRUE POINT OF BEGINNING; running thence N.00°14'52"E. along the West boundary of said Annexation Ordinance 2637 a distance of 55.00 feet to the Southerly boundary of the City of Idaho Falls Annexation line, Ordinance number 2971; thence N.89°43'12"W. along said Southerly boundary of Ordinance 2971 a distance of 308.62 feet to a point on the Southerly boundary line of City of Idaho Falls Annexation Ordinance 3046; thence along said Southerly boundary line of City of Idaho Falls Annexation Ordinance 3046 the following four (4) calls; (1) thence S.89°51'14"W. 7.97 feet; (2) thence S.00°08'46"E. 74.94 feet; (3) thence N.89°43'12"W. 199.25 feet; (4) thence N.75°32'02"W. 174.70 feet to a point on the East boundary line of City of Idaho Falls Annexation Ordinance 2687; thence along said Easterly boundary line of City of Idaho Falls Annexation Ordinance 2687 the following seven (7) calls; (1) thence S.50°51'35"W. 29.29 feet; (2) thence S.00°12'54"W. 123.11 feet; (3) thence S.89°47'06"E. 23.10 feet to a point of curve having a radius of 330.00 feet and a chord that bears S.88°50'19"E. 10.90 feet; (4) thence to the right along said curve 10.90 feet through a central angle of 1°53'35"; (5) thence S.00°12'54"W. 193.82 feet; (6) thence S.89°47'06"E. 42.98 feet; (7) thence S.00°12'54"W. 190.00 feet; thence S.89°45'08"E. 124.81 feet; thence S.00°14'52"W. 12.37 feet; thence S.89°45'08"E. 195.10 feet; thence S.00°14'52"W. 45.83 feet; thence S.89°45'08"E. 310.13 feet to a point on said Westerly boundary line of Annexation Ordinance 2637; thence along said Westerly boundary line of City of Idaho Falls Annexation Ordinance 2637 N.00°14'52"E. 560.65 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 368,660 Sq. Ft. or 8.463 Acres

Submitted by:

Eng/Survey Firm Name: Ellsworth & Associates, PLLC

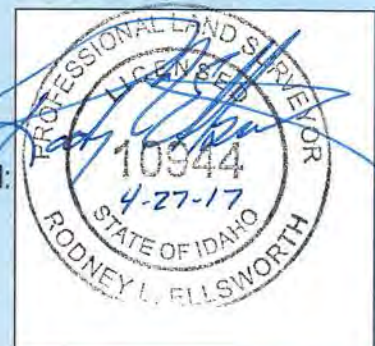
Contact Name: Rodney L. Ellsworth

Phone Number: 208-522-5414

Email: Ellsworth@ida.net

Page \_\_\_\_ of \_\_\_\_

PLS Seal:



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 8.463 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on April 4, 2017, and recommended approval of zoning the subject property to R-1; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on May 25, 2017.

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

**SECTION 1: LEGAL DESCRIPTION:**

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

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

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 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 Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 8.463 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

\_\_\_\_\_  
Kathy Hampton, City Clerk



## LEGAL DESCRIPTION

Commencing at the Northeast Corner of Section 6, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S.00°16'48"W. along the Section line 2053.95 feet; thence N.89°43'12"W. 1317.34 feet to the Southwest Corner of Sunterra, Division No. 2, an Addition to the City of Idaho Falls, Bonneville County, Idaho, and a point on the Westerly boundary line of City of Idaho Falls Annexation Ordinance 2637, said point being the TRUE POINT OF BEGINNING; running thence N.00°14'52"E. along the West boundary of said Annexation Ordinance 2637 a distance of 55.00 feet to the Southerly boundary of the City of Idaho Falls Annexation line, Ordinance number 2971; thence N.89°43'12"W. along said Southerly boundary of Ordinance 2971 a distance of 308.62 feet to a point on the Southerly boundary line of City of Idaho Falls Annexation Ordinance 3046; thence along said Southerly boundary line of City of Idaho Falls Annexation Ordinance 3046 the following four (4) calls; (1) thence S.89°51'14"W. 7.97 feet; (2) thence S.00°08'46"E. 74.94 feet; (3) thence N.89°43'12"W. 199.25 feet; (4) thence N.75°32'02"W. 174.70 feet to a point on the East boundary line of City of Idaho Falls Annexation Ordinance 2687; thence along said Easterly boundary line of City of Idaho Falls Annexation Ordinance 2687 the following seven (7) calls; (1) thence S.50°51'35"W. 29.29 feet; (2) thence S.00°12'54"W. 123.11 feet; (3) thence S.89°47'06"E. 23.10 feet to a point of curve having a radius of 330.00 feet and a chord that bears S.88°50'19"E. 10.90 feet; (4) thence to the right along said curve 10.90 feet through a central angle of 1°53'35"; (5) thence S.00°12'54"W. 193.82 feet; (6) thence S.89°47'06"E. 42.98 feet; (7) thence S.00°12'54"W. 190.00 feet; thence S.89°45'08"E. 124.81 feet; thence S.00°14'52"W. 12.37 feet; thence S.89°45'08"E. 195.10 feet; thence S.00°14'52"W. 45.83 feet; thence S.89°45'08"E. 310.13 feet to a point on said Westerly boundary line of Annexation Ordinance 2637; thence along said Westerly boundary line of City of Idaho Falls Annexation Ordinance 2637 N.00°14'52"E. 560.65 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 368,660 Sq. Ft. or 8.463 Acres

Submitted by:

Eng/Survey Firm Name: Ellsworth & Associates, PLLC

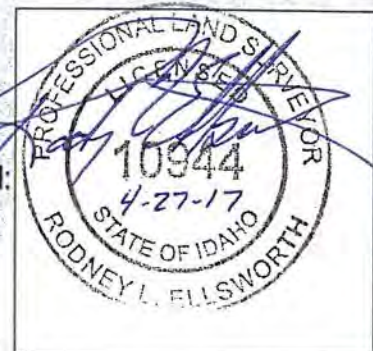
Contact Name: Rodney L. Ellsworth

Phone Number: 208-522-5414

Email: Ellsworth@ida.net

Page \_\_\_\_ of \_\_\_\_

PLS Seal:





## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**INITIAL ZONING OF R-1 OF PROPERTY LOCATED GENERALLY SOUTH OF CASA DR., WEST OF S HOLMES AVE., NORTH OF W 65TH S, AND EAST OF S 5TH W.**

**WHEREAS**, the applicant filed an application for annexation and initial zoning of R-1 on March 1, 2017; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on April 4, 2017; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on May 25, 2017

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

### **I. RELEVANT CRITERIA AND STANDARDS**

1. The Idaho Falls City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 8.463 acre parcel located Generally south of Casa Dr., west of S Holmes Ave., north of W 65th S, and east of S 5th W.
3. This is a Category "A" annexation in which the property owner is requesting incorporation into the City.
4. The Comprehensive Plan designates this area as Low Density Residential.
5. The proposed R-1 Zone is consistent with the principles and policies of Comprehensive Plan designation.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of RP-A for property located Generally south of Casa Dr., west of S Holmes Ave., north of W 65th S, and east of S 5th W.

**PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

---

Rebecca L. Noah Casper, Mayor



## MEMORANDUM

**TO:** Honorable Mayor and Council

BGL-050-17

**FROM:** Mr Brad Cramer, Director

**DATE:** May 19, 2017

**RE:** Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Yorkside Division No. 3

Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Yorkside Division No. 3. The Planning and Zoning Commission considered this item at its April 4, 2017 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.

Also included for reference is the Water Use and Assessment Agreement. Typically this document is signed prior to the plat being approved. However, the document was not able to be presented to the irrigation district prior to the City Council meeting. Staff requests the document be approved and the Mayor authorized to sign so when the irrigation district approves it at their board meeting it can be recorded along with the plat

**Attachments:**

Vicinity Map

Aerial Photo

Final Plat

Staff Report, April 4, 2017

Planning and Zoning Commission Minutes, April 4, 2017

Reasoned Statement of Relevant Criteria and Standards

Development Agreement

Water Use and Assessment Agreement



**Legend**

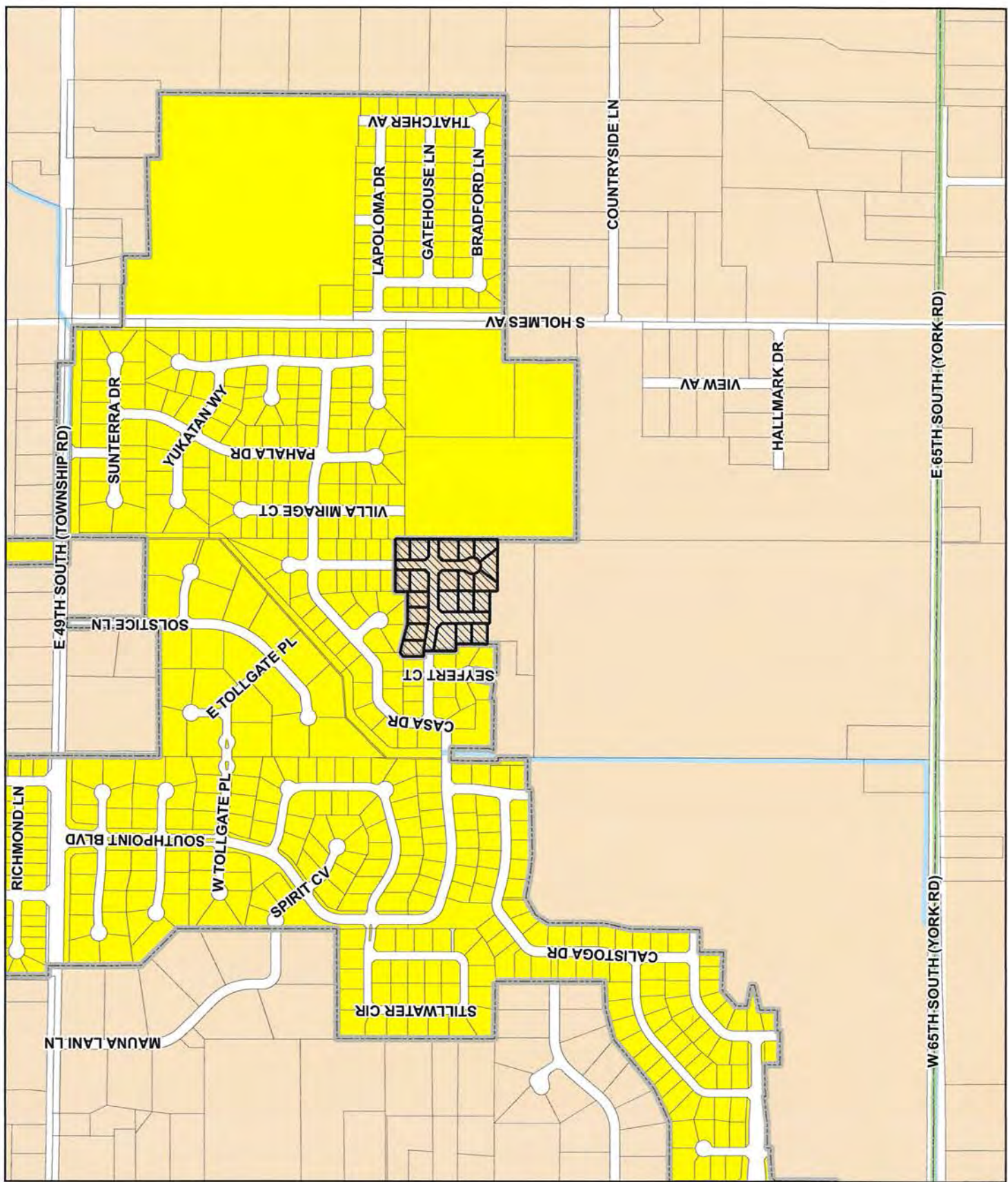
-  Site
-  RP
-  RP-A
-  R-1
-  R-2
-  R2A
-  R-3
-  R-3A
-  PB
-  MS
-  RSC-1
-  C-1
-  HC-1
-  CC-1
-  GC-1
-  R&D-1
-  M-1
-  I&M-1
-  I&M-2
-  RMH
-  PT-1
-  PT-2
-  PT-2 & T-1
-  PUD
-  T-1
-  T-2
-  30' Setback
-  50' Setback
-  City Limits
-  Area of Impact

**IDAHO FALLS**



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

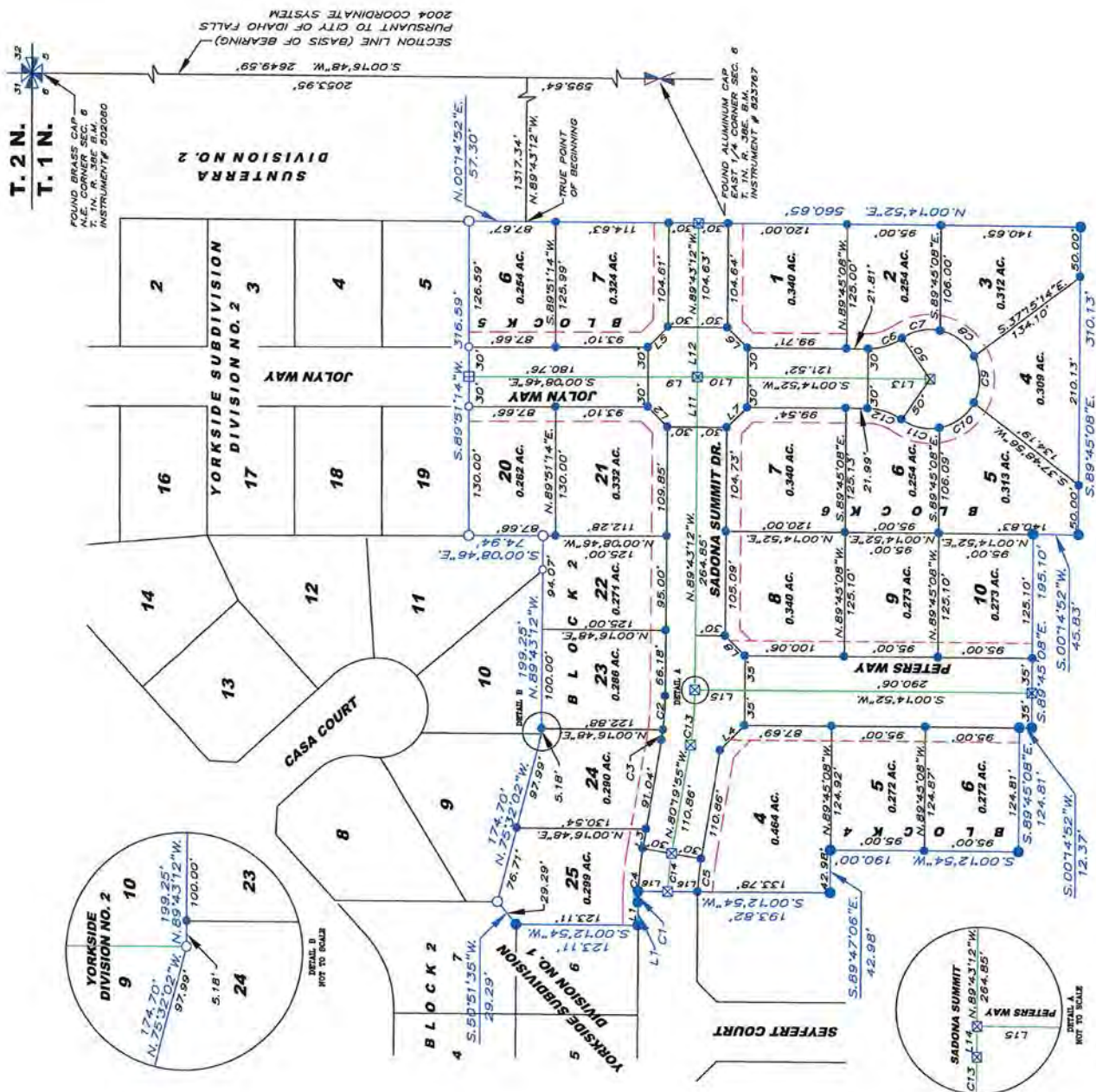
1" = 800'











IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT  
FINAL PLAT  
Yorkside, Division No. 3  
April 4, 2017

IDAHO FALLS

Community  
Development  
Services

**Applicant:** Ellsworth & Associates

**Location:** Generally south of Casa Dr., west of S Holmes Ave., north of W 65th S, and east of S 5th W.

**Size:** 8.471 acres

**Lots:** 21

**Avg. Lot Size:** 13,111 sq. ft.

**Existing Zoning:**

North: R-1

South: County A-1

East: R-1

West: R-1

**Existing Land Uses:**

Site: Agricultural

North: Residential

South: Agricultural

East: Residential/Agricultural

West: Residential

**Future Land Use Map:**

Low Density Residential

**Attachments:**

1. Maps and aerial photos
2. Subdivision

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

**History:** The original Yorkside preliminary plat was approved in 2006. In 2015 the developer submitted a revised preliminary plat for this area that was also approved.

**Staff Comments:** The plat includes 21 single dwelling unit lots. The final plat is consistent with the approved preliminary plat and development in the area. All of the lots meet the minimum requirements of the R-1 Zone.

Access to the development will come through previous phases of Yorkside. Sadona Summit Drive will be extended to the east to the extent for the property, creating a connection to future development in another subdivision. A stub road will also be extended to the south for future development.

**Staff Recommendation:** Staff has reviewed the final plat and finds that it complies with the subdivision ordinance. Staff recommends approval of the 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.	Peters Way will be a residential collector, all other streets will be local
---	---

**Comprehensive  
Plan Policies:**

**Residential development should reflect the economic and social diversity of Idaho Falls.** New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (p. 40)

**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 ft<sup>2</sup>) 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.



**2. PLAT 17-008: FINAL PLAT. Yorkside Division No. 3.** Beutler presented the staff report, a part of the record. Dixon identified that the lots have been shortened slightly, but the street stub extension is identical to the previous plat. Dixon indicated that he would like to know where the road networks connect to. Beutler indicated that it does connect and will eventually connect south to York Road. Dixon suggested that at the City Council level the rest of the plat is added into the report.

Applicant had nothing to add to staff's presentation.

Black clarified and Beutler agreed that no bike paths are in the development.

**Wimborne moved to recommend to the Mayor and City Council approval of the Final Plat for Yorkside Division No. 3, Black seconded the motion and it passed unanimously.**

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**FINAL PLAT OF YORKSIDE DIVISION NO 3 LOCATED GENERALLY SOUTH OF CASA DR., WEST OF S HOLMES AVE., NORTH OF W 65TH S, AND EAST OF S 5TH W.**

**WHEREAS**, the applicant filed an application for a final plat on March 10, 2017; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 4, 2017; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on May 25, 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 8.471 acre parcel located Generally south of Casa Dr., west of S Holmes Ave., north of W 65th S, and east of S 5th W.
3. The subdivision includes 21 single-dwelling unit lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R-1 Zone.
5. The proposed development complies with and supports many principles of the Comprehensive Plan.
6. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

### **II. DECISION**

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

---

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT  
YORKSIDE SUBDIVISION, DIVISION NO. 3

This DEVELOPMENT AGREEMENT, YORKSIDE SUBDIVISION, DIVISION NO. 3, (hereinafter called "AGREEMENT"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 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 ALAN KELSCH, an individual, (hereinafter called "DEVELOPER"), 7466 S. 15<sup>th</sup> West, Idaho Falls, ID 83402.

W I T N E S S E T H:

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

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

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

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

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

WHEREAS, DEVELOPER 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, have understood it, and have 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, 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

DEVELOPER

By Alan D. Kelsch  
Alan Kelsch

STATE OF IDAHO                    )  
  )ss.  
County of Bonneville            )

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)

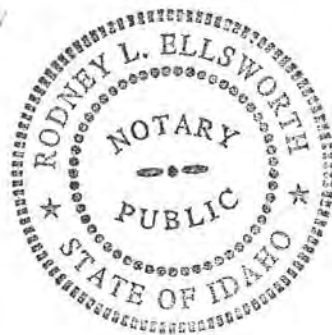
\_\_\_\_\_  
Notary Public of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

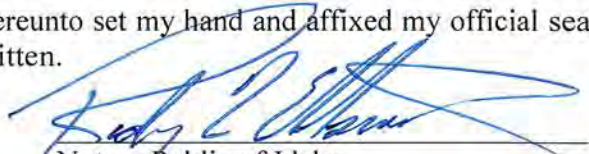
STATE OF IDAHO            )  
  ) ss:  
County of Bonneville    )

On this 5<sup>th</sup> day of May, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Alan Kelsch, known or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he is 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.

(Seal)



  
Notary Public of Idaho  
Residing at: Jefferson Co  
My Commission Expires: 7-11-2020

**"EXHIBIT A"**  
**YORKSIDE SUBDIVISION, DIVISION NO. 3**

Commencing at the Northeast Corner of Section 6, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S.00°16'48"W. along the Section line 2053.95 feet; thence N.89°43'12"W. 1317.34 feet to the Southwest Corner of Sunterra, Division No. 2, an Addition to the City of Idaho Falls, Bonneville County, Idaho, said point being the TRUE POINT OF BEGINNING; running thence N.00°14'52"E. along the West boundary of said Sunterra, Division No. 2 a distance of 57.30 feet to the Southeast corner of Yorkside Subdivision, Division No. 2 to the City of Idaho Falls, Bonneville County, Idaho; running thence along the Southerly boundary line of said Division No. 2 the following four (4) courses; 1) thence S.89°51'14"W. along said Southerly boundary 316.59 feet; 2) thence S.00°08'46"E. 74.94 feet; 3) thence N.89°43'12"W. 199.25 feet; 4) thence N.75°32'02"W. 174.70 feet to a point on the East boundary line of Lot 7, Block 2, Yorkside Subdivision, Division No. 1, City of Idaho Falls, Bonneville County, Idaho; thence along the Easterly boundary of said Division No. 1 the following seven (7) courses; 1) thence S.50°51'35"W. 29.29 feet; 2) thence S.00°12'54"W. 123.11 feet; 3) thence S.89°47'06"E. 23.10 feet to a point of curve having a radius of 330.00 feet and a chord that bears S.88°50'19"E. 10.90 feet; 4) thence to the right along said curve 10.90 feet through a central angle of 1°53'35"; 5) thence S.00°12'54"W. 193.82 feet; 6) thence S.89°47'06"E. 42.98 feet; 7) thence S.00°12'54"W. 190.00 feet; thence S.89°45'08"E. 124.81 feet; thence S.00°14'52"W. 12.37 feet; thence S.89°45'08"E. 195.10 feet; thence S.00°14'52"W. 45.83 feet; thence S.89°45'08"E. 310.13 feet; thence N.00°14'52"E. 560.65 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 369,014 Sq. Ft. or 8.471 Acres

## EXHIBIT "B"

### SPECIAL CONDITIONS FOR YORKSIDE SUBDIVISION, DIVISION NO. 3

**S-C 1.00. Arterial Street and Bridge Fees.** The Arterial Streets and Bridge Fee for this Subdivision is Four Thousand Two Hundred Dollars (\$4,200) (Twenty-one (21) lots of R-1 zone at Two Hundred Dollars (\$200) per lot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 420.00
September 1, 2017	\$ 945.00
December 1, 2017	\$ 945.00
March 1, 2018	\$ 945.00
June 1, 2018	\$ 945.00
<b>TOTAL</b>	<b>\$ 4,200.00</b>

**S-C 2.00. Surface Drainage Fee.** The Surface Drainage Fee for this Subdivision is Two Thousand Sixty-Nine Dollars and Sixty-Four (\$2,069.64) (275,953 square feet net area at \$.0075 per square foot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 206.96
September 1, 2017	\$ 465.67
December 1, 2017	\$ 465.67
March 1, 2018	\$ 465.67
June 1, 2018	\$ 465.67
<b>TOTAL</b>	<b>\$ 2,069.64</b>

**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 directed by the City Engineer. DEVELOPER also agrees to pay the sum of One Hundred Twenty Three Dollars (\$123) simultaneously upon execution of this Agreement hereof, in consideration of the installation by CITY of all traffic control signs necessary for the control of vehicular and pedestrian traffic within the Subdivision.

**S-C 4.00. Construction of Sanitary Sewer Force Main Line.** CITY acknowledges that an eight (8) inch diameter sanitary sewer line is adequate to serve this Subdivision; however, sound planning requires construction of an additional force main sewer line to serve properties adjacent thereto. DEVELOPER agrees to design and construct seven hundred seventy-one (771') linear feet of six (6") inch diameter force main sanitary sewer line, all as shown on the Improvement Plans. Subject to the limitations set forth in this Agreement, CITY agrees to reimburse DEVELOPER for that portion of the construction costs of constructing such six (6") inch diameter force main sanitary sewer line.

**S.C. 5.00 Existing Infrastructure.** When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY Right-of-Way, 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 DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out is to be initiated by DEVELOPER after annexation through Idaho Falls Power.



**WATER USE AND ASSESSMENT AGREEMENT**  
**Yorkside Subdivision, Division No. 3**  
**Part of Bonneville County Tax Parcel No. RP01N38E061537**

THIS WATER USE AND ASSESSMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **Idaho Irrigation District**, an Idaho irrigation district organized pursuant to Title 43 of the Idaho Code, whose address is 496 East 14<sup>th</sup> Street, Idaho Falls, Idaho, 83404 (hereinafter the "District"), **Alan Kelsch**, an individual, whose address is 7466 S. 15<sup>th</sup> W. Idaho Falls, Id. 83402 (hereinafter the "Developer"), and the **City of Idaho Falls**, an Idaho municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405 (hereinafter the "City"). The District, Developer, and City are individually a "Party" and together the "Parties".

**RECITALS:**

A. The District is an irrigation district which owns a number of surface water rights (a.k.a. "natural flow" water rights) authorized for irrigation purposes. The District is also a party to contracts with the United States of America (Bureau of Reclamation) for storage water accruing to space in American Falls Reservoir, Palisades Reservoir, and Jackson Lake.

B. The District is also the owner of a distribution system for water diverted pursuant to its water rights and storage contracts.

C. The volume of water historically available for delivery to the District's patrons is entirely dependent on snow pack, spring and summer rainfall, and storage carryover held by the District. Because of this variability, throughout the year, patrons will receive—at different times and in differing amounts—water diverted pursuant to the District's natural flow rights, and/or storage water released from American Falls Reservoir, Palisades Reservoir, and Jackson Lake.

D. Pursuant to Idaho Code § 42-602 *et seq.*, the State of Idaho, acting through the Idaho Department of Water Resources (hereinafter the "Department" or "IDWR"), is charged with the orderly distribution of water consistent with the prior appropriation doctrine within the State of Idaho. Idaho Water District #1 ("Water District 1") is the instrumentality by which IDWR administers water rights in the upper Snake River basin. The District's natural flow water rights

and storage water entitlements are delivered and administered by Water District 1 pursuant to its current accounting practices.

E. The use and accounting of storage water and natural flow water in the upper Snake River basin is complicated. (See *Memorandum, Water District #1 Water Right Accounting and Distribution to Reservoir Water Rights*, dated November 2, 2014, for a succinct summary of these accounting practices, which may be subject to change). The determination of what “type” of water—surface water or storage water—is diverted and delivered by a water user is determined by Water District 1, and is often done at the end of the irrigation season under Water District 1’s “after-the-fact” accounting process.

F. The Developer is the owner of a certain parcel of property 8.471 acres in size that has been assigned a tax identification number of RP01N38E061537 by Bonneville County, Idaho, property which is assessed each year for irrigation water by the District for 8.471 acres of irrigated land (the “Development Property”). The Development Property is described on **Exhibit 1** and depicted on the map attached hereto as **Exhibit 2**. The assessed portion of the Development Property is herein referred to simply as the “Property”.

G. The City is a municipality of the State of Idaho which owns a municipal water delivery system, as well as a number of associated water rights, which allow for the diversion of ground water that is delivered to residences, businesses, industry, and other users.

H. The Developer desires to either develop or plat the Development Property for commercial, residential, industrial, or other purposes, and has applied—or will apply—to the City to obtain City services for the residences or facilities to be developed and located upon the Development Property.

I. Because of the importance of its municipal water system, the City desires to participate in possible mitigation activities, such as managed ground water recharge, to primarily protect its ground water rights from potential curtailment as a result of delivery calls requesting water right priority administration, and secondarily, to realize benefits that may be used for future ground water rights or assigned to other municipalities for similar ground water recharge purposes.

J. As a possible source of mitigation in the form of ground water recharge, the City desires to retain ownership of the irrigation district entitlements appurtenant to the Property, and to be assessed by the District for such entitlements. In order to use such water for mitigation purposes, the City desires to have minimal impact on the operations of the District, and in order to ensure such minimal impact, hereby agrees with the District as set forth below.

#### **AGREEMENTS:**

For and in consideration of the mutual covenants and promises set forth below, the Parties hereto agree as follows:

1. Developer Consent; Use of Water By City Allocated to the Developer's Property. Developer, as owner of the Property, hereby consents and agrees to the provisions contained herein which relate to the City's retention of the Property's entitlements to receive water from the District subject to the provisions contained herein. Accordingly, the City shall be responsible for any and all obligations or requirements of District concerning the Property's entitlements to receive water from the District. Provided, however, that in the event Developer does not receive a final approved plat or withdraws its request to have the City annex the Property into the City, this Agreement shall be null and void and of no further effect.

Subject to the conditions described in Paragraph 2 below, the City shall have the right to use a portion of Water Right No. 1-368 (which has a June 1, 1922 priority date), or any of the District's other water rights only with the District's written consent, for ground water recharge purposes with a diversion rate amount equivalent to the Property's assessed acres multiplied by the District's diversion rate per acre for its Snake River Water Rights<sup>1</sup> and a diversion volume amount equivalent to the City's assessed acres multiplied by four (4) acre-feet per acre. Provided, the City's recharge activities may not materially interfere with the District's diversion and delivery of water pursuant to the District's water rights for the irrigation of crops within the District's service area. The City may never irrigate the Property, or portions of the Property, with water allocated to any of the District's water rights or with the District's storage water while this Agreement remains in effect.

2. Conditions of Use of District's Water By City. The City's use of water allocated to the Property identified in Paragraph 1 is specifically subject to the District's control and priority administration by Water District 1. The District shall retain full management of the water consistent with its management responsibilities under Idaho law, its bylaws, policies, practices, and contracts with the Bureau of Reclamation. The District, in its sole and absolute discretion, will determine the timing and location of delivery of mitigation water in a manner that is consistent with its current management practices and does not unreasonably impact the other patrons of the District. The District is not required to provide mitigation water on a continual basis throughout the irrigation season because of priority administration of Water Right No. 1-368 by Water District 1.

3. Mitigation Purposes Authorized. The City's use of such water for mitigation purposes may be for the following purposes or other purposes agreed to in writing by the Parties:

a. Mitigation Plan. For a mitigation plan authorizing ground water recharge approved pursuant to Rule 43 of the Department's *Rules for Conjunctive Management of Surface and Ground Water Resources* found at IDAPA 37.03.11.

b. Managed Recharge. For managed recharge for purposes other than a Rule

---

<sup>1</sup> As of the date of this Agreement, the District's rate per acre for its Snake River water rights is .03972774 cfs/acre, which was calculated by dividing the total diversion rate of the District's Snake River water rights (1,430) by the total authorized acres for irrigation under the District's Snake River water rights (35,995): 1,430 cfs / 35,995 acres = .03972774 cfs/acre.

43 mitigation plan in which the available water is delivered into a pond, pit, or other facility which permits the water to sink into the ground.

4. Managed Recharge Indemnification and Location. The City shall indemnify and hold the District and Developer harmless for the City's recharge activities. The managed recharge must occur at a location within the service area of the District, unless agreed to otherwise in writing by the Parties. The District and City also agree to work in good faith to allow the District to use a City recharge facility for other managed recharge events sponsored by the District, subject to reasonable conditions of use for such facilities, unless use of the City recharge facility is subject to third party authorization.

5. Mitigation Benefits/Credits Owned By The City. The mitigation benefits, or credits, accruing as a result of the City's ground water recharge activities as described herein shall be owned by the City and used by the City in its sole discretion unless otherwise agreed to by the Parties.

6. Cooperation. The District and the City agree to cooperate in any effort or procedure required by the Department or Water District 1 to authorize use of a portion of Water Right No. 1-368, or any of the District's other water rights with the District's written consent, for ground water recharge purposes as described herein, except for a transfer application to permanently amend any of the District's water rights (pursuant to Idaho Code § 42-222). This authorization may include a combined lease/rental application filed with the Idaho Water Resource Board Water Supply Bank pursuant to IDAPA 37.02.03. This application allows the beneficial use limitation of a natural flow water right to be removed through a lease application, and thereafter, the water right may be used for a new beneficial use, such as ground water recharge, through a rental application. The District agrees that it will be listed as both the lessor and the renter under the Water Supply Bank applications, such that the only payment to the Water Supply Bank will be an administrative fee (currently 10%) charged by the Department. The City shall pay such administrative fee and/or any other fees charged by the Water Supply Bank to the District for submission of the lease/rental applications.

7. Conveyance Losses. The City may be charged its pro rata share of conveyance losses assessed to all patrons of the District for conveyance of water through the District's facilities to the City's recharge sites. The calculation of such conveyance losses shall be determined by the District consistent with calculation of such losses for the District's patrons. Provided, however, that no such conveyance losses shall be assessed against the City if the District's canal system itself is used for ground water recharge prior to irrigation deliveries being made in the District's canal system.

8. Expenses. The City agrees to bear all expenses necessarily involved with the delivery of water pursuant to this Agreement from a present District facility or canal to all places of use for the ground water recharge water. Such expenses shall include, but are not limited to, applications and prosecution of applications through the Department and any court of law; obtaining or acquiring any necessary easements, rights-of-way, permits, etc.; construction of



necessary canals, ditches and access easements; required water quality monitoring; necessary measurement devices; necessary head gates and pumping stations; all labor and materials required for the above; and professional fees incurred by the City.

9. District Assessments and Voting. The District shall assess the Property consistent with the assessment categories its board of directors establishes for the property size of each parcel which makes up the Property (i.e., the District's minimums), and the City shall promptly pay the same. Where the Property is subdivided and/or platted, the City shall file the appropriate petition with the District to exclude the area of streets in the subdivision from the District within a reasonable time after the final plat of the Property is approved. The lot portions of the Property shall not be petitioned out of the District on an individual or lot by lot basis, and shall remain subject to assessments and all rights of the District to enforce collection of such assessments which are now or may hereafter be provided by applicable Idaho law. Provided, however, that the City, in its sole discretion, reserves the right to file a petition requesting exclusion of the Property or any portion thereof from the District at any future date as provided in Paragraph 11 below or as provided otherwise by Idaho law. The City shall waive all voting rights associated with the Property and all parcels within it, regardless of ownership of individual lots or subdivided lots within the Property, unless agreed to otherwise by the Parties. The City shall include the following Water Rights Disclosure on a plat if the Property is ever platted, or a similar disclosure in substantially the same form:

Notice is hereby given that all lots or property included in this plat are within the Idaho Irrigation District and that the water delivery system of the City of Idaho Falls, Idaho constitutes a suitable water delivery system for such lots and property. The system installed has been approved by the City in compliance with I.C. § 31-3805. All property within the plat, excluding streets, will remain subject to assessments levied by the Idaho Irrigation District. The City shall pay all assessments for the property in this plat to the Idaho Irrigation District unless the City files a petition requesting exclusion of the property, or any portion thereof, from the District, which the City reserves the right to do at any future date. All rights to vote in District matters are transferred to the City and none shall be retained by owners of any lots or property within this plat.

10. Term. The term of this Agreement shall be perpetual unless terminated by a court of competent jurisdiction, determined by such court to be *ultra vires*, prohibited by applicable law, or if the City elects to petition to exclude the Property from the District as described in Paragraph 11.

11. City's Reservation of Rights to Petition Property Out of District. Notwithstanding the other provisions of this Agreement, the City reserves the right to petition the Property out of the District at any time. The City shall follow all procedures, and be responsible for all fees, associated with petitioning the Property out of the District. Once the District issues the order documenting the exclusion of the Property from the District, this Agreement shall be deemed

terminated, and the Parties shall record—at the City’s expense—a document providing recorded notice of the termination of this Agreement.

12. No Precedent from Agreement/Good Faith Negotiation. This Agreement is specific to the Property described herein, and no other properties. While it is the desire of the City to enter into the same or a similar agreement to this Agreement, nothing herein shall obligate either Party to enter into the same or a similar agreement for other properties owned by the City or other properties to be annexed into the City for development or other purposes. Provided, however, that the Parties hereto shall negotiate changes to future agreements in good faith in response to issues identified through the exercise of this Agreement.

13. Final Plat and Subdivision Lot List. In the event the Property is subdivided and/or platted, the City shall provide a copy of the final approved plat of the Property and a list of the subdivision lots and its associated acreage to the District as soon as practicable after final plat approval in order for the District to properly update its assessment records.

14. Default. Should either Party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the injured party or parties all costs and expenses, including, but not limited to, a reasonable attorney’s fee, including such fees on an appeal, which the offended Party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest and assigns of the Parties hereto.

16. Merger Clause. This writing evidences the complete and final agreement of the parties hereto and no other prior statement, representation or understanding shall be binding, except as expressly set forth herein.

17. Recording. This Agreement shall be recorded against the Property in the records of Bonneville County, Idaho.

IN WITNESS WHEREOF, the Parties have each caused their names to be appropriately affixed by duly authorized representatives the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

“DISTRICT”

**IDAHO IRRIGATION DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF IDAHO            )  
                                      )ss.  
County of Bonneville     )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me a notary public in and for said State, personally appeared Alan Kelsch, known or identified to me (or proved to me on the oath of Alan Kelsch) to be the board chairman of the irrigation district that executed the instrument, or the person who executed the instrument on behalf of said irrigation district, and acknowledged to me that such irrigation district executed the same.

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

(seal)

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires: \_\_\_\_\_

**“DEVELOPER”**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF IDAHO            )  
                                      )ss.  
County of Bonneville     )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me a notary public in and for said State, personally appeared Alan Kelsch known or identified to me (or proved to me on the oath of Alan Kelsch) to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the

day and year in this certificate first above written.

(seal)

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires: \_\_\_\_\_

**“CITY”**

**CITY OF IDAHO FALLS**, an Idaho municipal  
corporation

\_\_\_\_\_  
By: Rebecca L. Noah Casper, Mayor

ATTEST

\_\_\_\_\_  
Kathy Hampton  
City Clerk, City of Idaho Falls

STATE OF IDAHO            )  
                                      )ss.  
County of Bonneville        )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me a notary public in and for said State, personally appeared Rebecca L. Noah Casper, known or identified to me (or proved to me on the oath of Rebecca L. Noah Casper) to be the mayor of the City of Idaho Falls that executed the instrument or the person who executed the instrument on behalf of said city, 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 for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires: \_\_\_\_\_

**EXHIBIT 1**  
**(Development Property Description)**



### YORKSIDE SUBDIVISION, DIVISION NO. 3

Commencing at the Northeast Corner of Section 6, Township 1 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence S.00°16'48"W. along the Section line 2053.95 feet; thence N.89°43'12"W. 1317.34 feet to the Southwest Corner of Sunterra, Division No. 2, an Addition to the City of Idaho Falls, Bonneville County, Idaho, said point being the TRUE POINT OF BEGINNING; running thence N.00°14'52"E. along the West boundary of said Sunterra, Division No. 2 a distance of 57.30 feet to the Southeast corner of Yorkside Subdivision, Division No. 2 to the City of Idaho Falls, Bonneville County, Idaho; running thence along the Southerly boundary line of said Division No. 2 the following four (4) courses; 1) thence S.89°51'14"W. along said Southerly boundary 316.59 feet; 2) thence S.00°08'46"E. 74.94 feet; 3) thence N.89°43'12"W. 199.25 feet; 4) thence N.75°32'02"W. 174.70 feet to a point on the East boundary line of Lot 7, Block 2, Yorkside Subdivision, Division No. 1, City of Idaho Falls, Bonneville County, Idaho; thence along the Easterly boundary of said Division No. 1 the following seven (7) courses; 1) thence S.50°51'35"W. 29.29 feet; 2) thence S.00°12'54"W. 123.11 feet; 3) thence S.89°47'06"E. 23.10 feet to a point of curve having a radius of 330.00 feet and a chord that bears S.88°50'19"E. 10.90 feet; 4) thence to the right along said curve 10.90 feet through a central angle of 1°53'35"; 5) thence S.00°12'54"W. 193.82 feet; 6) thence S.89°47'06"E. 42.98 feet; 7) thence S.00°12'54"W. 190.00 feet; thence S.89°45'08"E. 124.81 feet; thence S.00°14'52"W. 12.37 feet; thence S.89°45'08"E. 195.10 feet; thence S.00°14'52"W. 45.83 feet; thence S.89°45'08"E. 310.13 feet; thence N.00°14'52"E. 560.65 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 369,014 Sq. Ft. or 8.471 Acres

**EXHIBIT 2**  
**(Depiction of Development Property) YORKSIDE Div #3**



IDAHO FALLS

## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** May 16, 2017

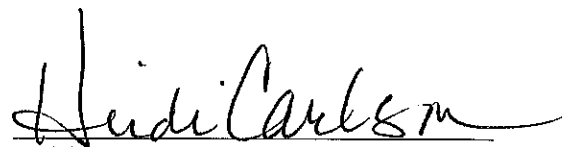
**RE:** Bid IF-17-18, Bleacher Seating & Equipment for Sandy Downs

Attached is the tabulation for the above subject bid. It is the recommendation of Parks and Recreation and Municipal Services Departments to accept the sole bid from Southern Bleacher Company, Inc. to furnish bleacher seating and equipment for Phase II and Phase III for a lump sum amount of \$36,100.00. A total of \$30,000 is budgeted in the 2016/17 Sandy Downs, improvements other than buildings budget. The additional \$6,100 over the budget will be covered through project savings in the 2016/17 Parks Administration, improvements other than buildings budget. It is further recommended to reject bids submitted for Phase I and Phase IV due to budgetary restrictions.

Respectfully,

  
Pamela Alexander  
Municipal Services Director

  
Chandra Witt  
General Services Administrator

  
Heidi Carlson  
Purchasing Agent

# City of Idaho Falls

PO BOX 50220

IDAHO FALLS, IDAHO 83405

PHONE: (208) 612-8433

Office of Purchasing Agent

Opening Date: May 11, 2017

## TABULATION BID IF-17-18

Bleacher Seating and Equipment

Bidder: Southern Bleacher Company Inc.  
Graham, Texas

<b>Lump Sum – Sandy Downs Phase I</b>	<b>\$40,500.00</b>
Delivery Time	5 Weeks
<b>Lump Sum – Sandy Downs ADA Deck Phase II</b>	<b>\$2,555.00</b>
Delivery Time	2 Weeks
<b>Lump Sum – Sandy Downs Field Phase III</b>	<b>\$33,545.00</b>
Delivery Time	5 Weeks
<b>Lump Sum – Melaleuca Ball Field Phase IV</b>	<b>\$7,990.00</b>
Delivery Time	3 Weeks





## MEMORANDUM

---

**TO:** Mayor Casper

**FROM:** Michael Kirkham, Assistant City Attorney

**DATE:** May 22, 2017

**RE:** Resolution to Destroy Certain Temporary Documents

---

The Resolution desires to authorize the destruction of certain temporary records which have no intrinsic, historical, or other value. Prior to the destruction of these records, Idaho Code § 50-907 requires that the destruction of temporary records be ordered by the Council. This resolution meets the requirement to order the destruction of the records specifically listed in the resolution.

**RECOMMENDED ACTION:** To adopt the attached resolution to destroy certain temporary records, pursuant to Idaho Code § 50-907.

## **RESOLUTION NO. 2017 –**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY PUBLIC RECORDS PURSUANT TO IDAHO CODE § 50-907; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Idaho Code allows for the classification and retention of certain records as “permanent”, “semi-permanent” and “temporary” records; and

WHEREAS, “temporary” records are those which need to be retained for less than five (5) years and are so classified by the Council; and

WHEREAS, “semi-permanent” records are those which must be retained for a period of five (5) years after the date of issuance or completion of the matter contained within the record; and

WHEREAS, Idaho Code § 50-907 allows for the City Council to order the destruction of those records which are not considered historical; and

WHEREAS, the records listed herein are only those records which are considered to be “temporary” or “semi-permanent” records pursuant to the Idaho Code; and

WHEREAS, such temporary or semi-permanent records have been classified as such by the Council hereinbelow; and

WHEREAS, Council has determined that such records have no intrinsic, historical or other value which would preclude their destruction;

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

That the following records be classified as “temporary” and that their destruction is hereby ordered by the Council:

### **FROM THE HUMAN RESOURCES DEPARTMENT:**

1. All Civil Service records prior to 2012.
2. All Job Descriptions prior to 2009.
3. All 2009 and 2011 EEO Reports.
4. All Job Announcements prior to 2007.
5. All Memos (holidays, shared leave requests, flu shot clinics, training seminars, summer picnic) prior to 2012.
6. All Month-end Reports prior to 2012.

**FROM THE IDAHO FALLS POWER DEPARTMENT**

1. All transitory correspondence prior to 2011.
2. Terminated employee files for employees separated since 2007.
3. All Activity Reports prior to 2011.
4. All employee time records prior to 2011.
5. All employee travel records prior to 2011.
6. All purchase orders and requisitions prior to 2010.

ADOPTED and effective this \_\_\_\_ day May, 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, PROVIDING FOR THE  
CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY PUBLIC  
RECORDS PURSUANT TO IDAHO CODE § 50-907; PROVIDING THIS  
RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL AND  
PUBLICATION ACCORDING TO LAW.”

---

Kathy Hampton, City Clerk