

CITY COUNCIL CHAMBERS

680 Park Avenue

Idaho Falls, ID 83402

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*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 Public Works:**

- 1) Bid Award – Thermoplastic Citywide - 2017

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

- 1) Expenditure Summary for the month of June, 2017.
- 2) Treasurer's Report for the month of June, 2017.
- 3) Minutes from the July 10, 2017 Council Work Session; June 11, 2017 Council Budget Session; and July 12, 2017 Council Budget Session.
- 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) **Annexation, Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statement of Relevant Criteria and Standards, 5th West (Park Road) Right-of-Way:** For

consideration is the application for Annexation, Initial Zoning of R-1, and Reasoned Statement of Relevant Criteria and Standards, 5th West (Park Road) Right-of-Way. This is a clean-up item to annex the road now that both sides of most of the right-of-way have been annexed into the City. The Planning and Zoning Commission considered this item at its July 11, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the ordinance annexing 5th West (Park Road) Right-of-Way, 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 5th West (Park Road) Right-of-Way, 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 5th West (Park Road) Right-of-Way 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 5th West (Park Road) Right-of-Way, and give authorization for the Mayor to execute the necessary documents.

**2) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Cambridge Terrace Park Addition, Division 1, 4<sup>th</sup> Amended:** For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Cambridge Terrace Park Addition, Division 1, 4<sup>th</sup> Amended. The Planning and Zoning Commission considered this item at its July 11, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To accept the Final Plat for Cambridge Terrace Park Addition, Division 1, 4<sup>th</sup> Amended, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Cambridge Terrace Park Addition, Division 1, 4<sup>th</sup> Amended, and give authorization for the Mayor to execute the necessary documents.

**3) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Hollipark, Division No. 3:** For consideration is the application for a Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Hollipark,

Division No. 3. The Planning and Zoning Commission considered this item at its February 7, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

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

**4) Site Plan in an RSC-1 Zone for KJ's Super Wash Vacuums and Reasoned Statement of Relevant Criteria and Standards:** For consideration is the application for a Site Plan in an RSC-1 Zone for KJ's Super Wash Vacuums and Reasoned Statement of Relevant Criteria and Standards. The Planning and Zoning Commission considered this item at its July 11, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Site Plan for KJ's Super Wash Vacuums.
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Site Plan for KJ's Super Wash Vacuums, and give authorization for the Mayor to execute the necessary documents.

## **B. Idaho Falls Power**

**1) Updated Intermountain Power Superintendents Association Mutual Aid Agreement:** For consideration is the updated Mutual Aid Agreement developed by the Intermountain Power Superintendents Association. Idaho Falls Power executes agreements with neighboring utilities through different organizations to expand the network of utility assistance should an event require outside help.

RECOMMENDED ACTION: To approve the updated Mutual Aid Agreement with Intermountain Power Superintendents Association, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**2) Bonneville Power Administration (BPA) Energy Conservation Agreement (ECA), Contract No. 17ES-11495:** For consideration is the Energy Conservation Agreement proposed between BPA and Idaho Falls Power. The current ECA is set to expire on September 30, 2017. This agreement provides for uninterrupted transition of energy efficiency projects across rate periods.

RECOMMENDED ACTION: To approve the Energy Conservation Agreement with Bonneville Power Administration, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

### **C. Legal Department**

**1) Sister Cities Ordinance:** As part of ensuring that the Sister Cities Organizations can continue and to ensure that the City is complying with State Law, for your consideration is a proposed ordinance that would form a Sister Cities Commission.

RECOMMENDED ACTION: To approve the ordinance establishing a Sister Cities Committee 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).

### **D. Parks and Recreation**

**1) Naming of City Facilities, Parks and Locations Resolution:** For your consideration is a resolution for establishing a policy for the naming of City facilities, parks and locations.

RECOMMENDED ACTION: To approve the resolution establishing a policy for the naming of City facilities, parks and locations, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

### **E. Municipal Services**

**1) Professional Services and Software Agreement with AssetWorks:** The Municipal Services Department is requesting approval to piggyback the General Services Administration (GSA) contract GS-35F-317GA with AssetWorks, LLC to purchase software and professional services to implement the FleetFocus asset and maintenance application. The total contract amount request is \$124,987.84. Funding for the professional services and software agreement will be from 2016/17 forecasted savings in the Municipal Services, Equipment Maintenance fuels and lubricants budget. The ongoing software maintenance of \$10,660 per year after project implementation will be charged to the department's maintenance fee.

RECOMMENDED ACTION: To approve the Professional Services and Software Agreement with AssetWorks, LLC, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**2) Tentative Approval of the 2017/18 Fiscal Year Budget:** Municipal Services respectfully requests the Mayor and Council to tentatively approve the 2017/18 fiscal year budget. Upon the final 2017/18 fiscal year budget amount, approval will also be requested to publish the "Notice of Public Hearing" of the 2017/18 fiscal year budget with publication dates set for August 6, 2017, and August 13, 2017. The Public Hearing is scheduled for 7:30 pm, Thursday, August 17, 2017, in the Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

RECOMMENDED ACTION: To grant tentative approval of the 2017/18 fiscal year budget, and give authority to publish the "Notice of Public Hearing" of the 2017/18 fiscal year budget with publication dates set for August 6, 2017, and August 13, 2017, with the Public Hearing scheduled for Thursday, August 17, 2017 (or take other action deemed appropriate).

### **6. Motion to Adjourn.**



# **CONSENT AGENDA:**



## MEMORANDUM

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**TO:** Honorable Mayor & City Council  
**FROM:** Chris H Fredericksen  
**DATE:** July 12, 2017  
**RE:** Bid Award – Thermoplastic Citywide - 2017

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On Wednesday, July 12th, 2017, bids were received and opened for Thermoplastic - 2017 project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Idaho Traffic Safety, in an amount of \$75,901.55 and, authorization for the Mayor and City Clerk to sign contract documents.

0-00-00-0-TRF-2017-02  
2017-71

# City of Idaho Falls

## Engineering Department

### Bid Tabulation

Project..... Thermoplastic Citywide - 2017

Number..... 0-00-00-0-TRF-2017-02

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

Date..... July 12, 2017

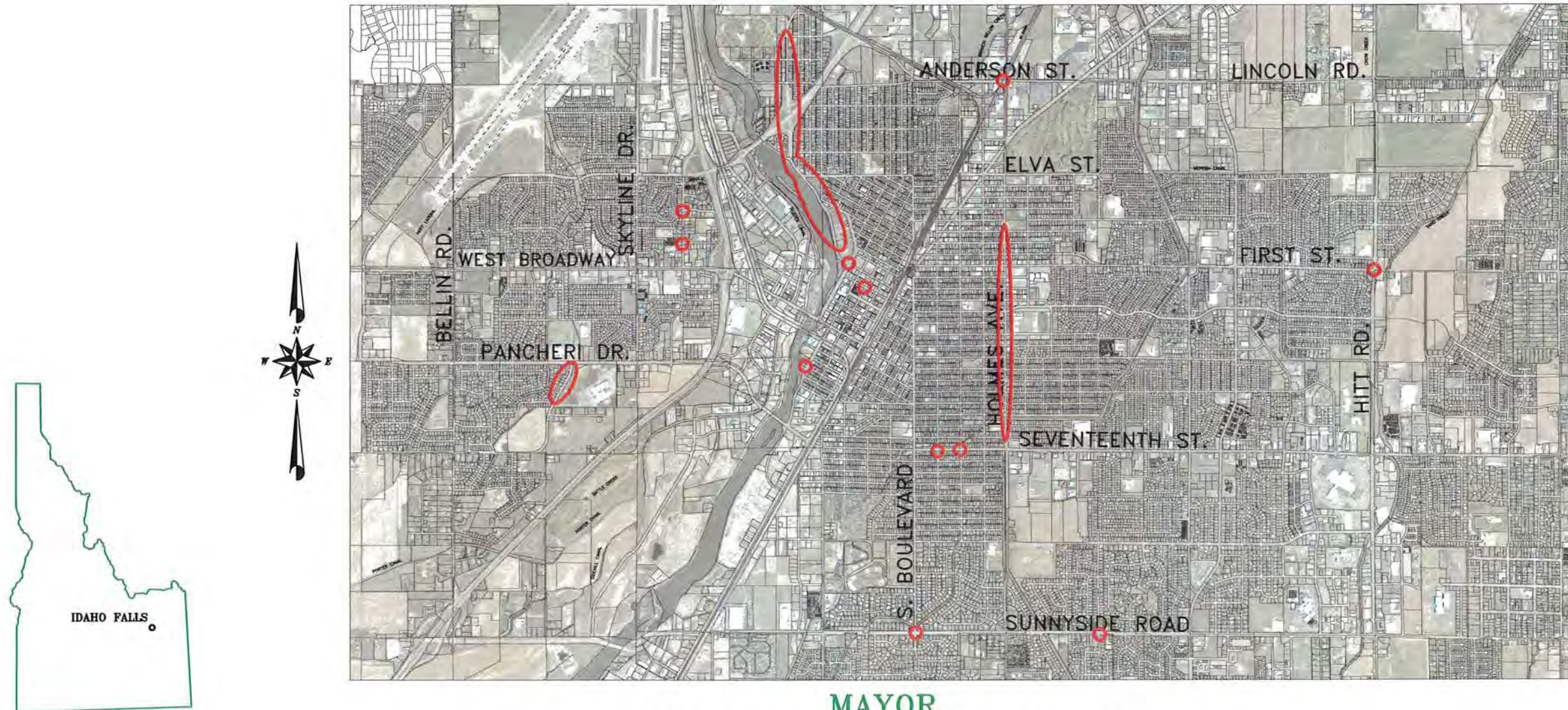
Item NumberDescriptionEstimated QuantityUnit				Engineer's Estimate		Idaho Traffic Safety		Falls Striping, LLC		Eagle Rock Blasting, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
INCIDENTAL CONSTRUCTION											
409.07.2	Pavement Markings (Thermoplastic	11953	S.F.	\$6.60	\$78,889.80	\$6.35	\$75,901.55	\$6.37	\$76,140.61	\$8.54	\$102,078.62
TOTALS					\$78,889.80		\$75,901.55		\$76,140.61		\$102,078.62



# THERMOPLASTIC CITYWIDE – 2017

## PROJECT # 0-00-00-0-TRF-2017-02

### PROJECT LOCATIONS



### MAYOR

REBECCA L. NOAH CASPER

### CITY COUNCIL

BARBARA DEE EHARDT  
THOMAS HALLY  
DAVID M. SMITH

ED MAROHN  
JOHN B. RADFORD  
MICHELLE ZIEL-DINGMAN

### ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR  
CHRIS H FREDERICKSEN, P.E.

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

2017



AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DIVISION			
THERMOPLASTIC CITYWIDE – 2017			
CHEK BY: K.J.F.	DSG BY: Y.G.	DWN BY: Y.G.	
FILE NO. 0-00-00-0-TRF-2017-02	DATE PLOTTED: 6-23-17	SHEET NO. 1	OF 13
DWG NO. Titlepage			



City of Idaho Falls  
Expenditure Summary  
From 6/01/2017 To 6/30/2017

Fund	Total Expenditure
Reserve Accounts Fund	1,263,668.71
Street Fund	142,548.22
Recreation Fund	25,093.11
Library Fund	42,312.31
MERF Fund	291,343.91
EL Public Purpose Fund	62,237.26
Golf Fund	80,617.81
Self-Insurance Fund	56,892.43
Street Capital Imp Fund	339,845.48
Traffic Light Cap Imp F	211,802.50
Fire Capital Improvement	19,147.28
Airport Fund	314,304.19
Water & Sewer Fund	1,218,434.48
Sanitation Fund	349,638.73
Ambulance Fund	37,694.95
Electric Light Fund	2,217,623.27
Payroll Liability Fund	3,586,001.73
	10,259,206.37

**CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT**  
**KENNETH MCOMBER - TREASURER**  
**JUNE, 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	(399,243.40)	7,809,367.90	1,174,851.81	1,001,963.11	1,299,758.32	5,426,467.49	-	332,478.35	(2,681,616.00)	7,206,648.19	4,525,032.19
HEALTH & ACCIDENT INSUR.	2,222,573.43	2,472,573.43	-	-	-	-	-	-	2,222,573.43	250,000.00	2,472,573.43
STREET	592,097.89	1,592,097.89	64,547.37	1,000,000.00	54,201.21	319,454.25	800,000.00	-	591,392.22	800,000.00	1,391,392.22
RECREATION	(76,588.71)	(76,588.71)	94,364.96	-	-	143,650.95	-	13,664.60	(139,539.30)	-	(139,539.30)
LIBRARY	771,633.63	1,671,633.63	44,004.71	-	-	223,903.97	-	5,030.18	586,704.19	900,000.00	1,486,704.19
AIRPORT PFC FUND	46,953.24	46,953.24	45,660.13	-	-	-	-	46,953.24	45,660.13	-	45,660.13
MUNICIPAL EQUIP. REPLCMT.	559,853.62	17,368,468.31	3,811.02	1,766,051.67	246,015.50	291,343.91	1,339,173.33	-	945,214.57	16,381,736.35	17,326,950.92
EL. LT. WEATHERIZATION FD	538,660.08	2,488,660.08	-	-	-	62,237.26	-	-	476,422.82	1,950,000.00	2,426,422.82
BUSINESS IMPRV. DISTRICT	98,188.49	98,188.49	18,076.00	-	-	-	-	-	116,264.49	-	116,264.49
GOLF	(367,623.92)	(367,623.92)	320,623.15	-	-	251,856.56	-	37,741.72	(336,599.05)	-	(336,599.05)
GOLF CAPITAL IMPROVEMENT	154,866.17	154,866.17	-	-	-	-	-	-	154,866.17	-	154,866.17
SELF-INSURANCE FD.	582,314.34	2,482,314.34	95,301.99	800,000.00	-	56,892.43	-	-	1,420,723.90	1,100,000.00	2,520,723.90
SANITARY SEWER CAP IMP.	772,365.78	1,472,365.78	52,698.40	700,000.00	-	-	-	-	1,525,064.18	-	1,525,064.18
MUNICIPAL CAPITAL IMP.	653,401.29	753,401.29	12,819.49	100,000.00	-	-	-	-	766,220.78	-	766,220.78
STREET CAPITAL IMPRV.	600,949.88	2,600,949.88	14,386.54	2,000,000.00	-	339,845.48	-	3,202.05	2,272,288.89	-	2,272,288.89
BRIDGE & ARTERIAL STREET	358,495.72	358,495.72	5,431.38	-	-	-	-	-	363,927.10	-	363,927.10
WATER CAPITAL IMPR.	851,374.76	2,851,374.76	64,789.02	700,000.00	-	-	-	-	1,616,163.78	1,300,000.00	2,916,163.78
SURFACE DRAINAGE	111,778.14	111,778.14	744.26	-	-	-	-	-	112,522.40	-	112,522.40
TRAFFIC LIGHT CAPITAL IMPRV.	896,624.22	1,496,624.22	1,565.26	400,000.00	30,523.24	211,802.50	800,000.00	-	316,910.22	1,000,000.00	1,316,910.22
PARKS CAPITAL IMPROVEMENT	228,273.73	228,273.73	16,018.00	-	-	-	-	-	244,291.73	-	244,291.73
FIRE CAPITAL IMPROVEMENT	(3,326,346.86)	(3,326,346.86)	6,254.14	-	-	19,147.28	-	1,635.20	(3,340,875.20)	-	(3,340,875.20)
AIRPORT	896,269.72	2,096,269.72	1,017,661.25	-	-	454,226.30	800,000.00	49,524.17	610,180.50	2,000,000.00	2,610,180.50
WATER & SEWER	719,653.91	30,270,770.38	1,494,940.04	5,301,846.94	-	1,686,817.66	4,594,524.44	273,310.98	961,787.81	28,843,793.97	29,805,581.78
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	256,196.55	956,196.55	338,793.05	-	-	539,863.21	-	113,467.97	(58,341.58)	700,000.00	641,658.42
AMBULANCE	(306,286.34)	(306,286.34)	730,738.66	-	-	517,791.92	-	114,805.19	(208,144.79)	-	(208,144.79)
ELECTRIC LIGHT	747,496.12	10,291,064.15	5,297,429.89	2,000,000.00	-	3,147,518.51	3,000,000.00	640,423.02	1,256,984.48	10,543,568.03	11,800,552.51
IFP RATE STABILIZATION FD	686,638.69	20,662,617.30	17,375.92	2,040,000.00	-	-	1,900,000.00	-	844,014.61	19,835,978.61	20,679,993.22
IFP CAPITAL IMPROVEMENT	2,066,699.74	10,642,085.09	1,350.32	1,659,650.00	-	-	1,750,000.00	-	1,977,700.06	8,665,735.35	10,643,435.41
PAYROLL FUND	10,015.32	10,015.32	7,022,932.45	-	1,738.40	7,012,478.46	-	-	22,207.71	-	22,207.71
CLAIMS FUND	-	-	4,284,023.37	-	-	4,284,023.37	-	-	-	-	-
<b>TOTAL ALL FUNDS</b>	<b>12,699,949.20</b>	<b>118,663,223.65</b>	<b>22,241,192.58</b>	<b>19,469,511.72</b>	<b>1,632,236.67</b>	<b>24,989,321.51</b>	<b>14,983,697.77</b>	<b>1,632,236.67</b>	<b>14,437,634.22</b>	<b>101,477,460.50</b>	<b>115,915,094.72</b>

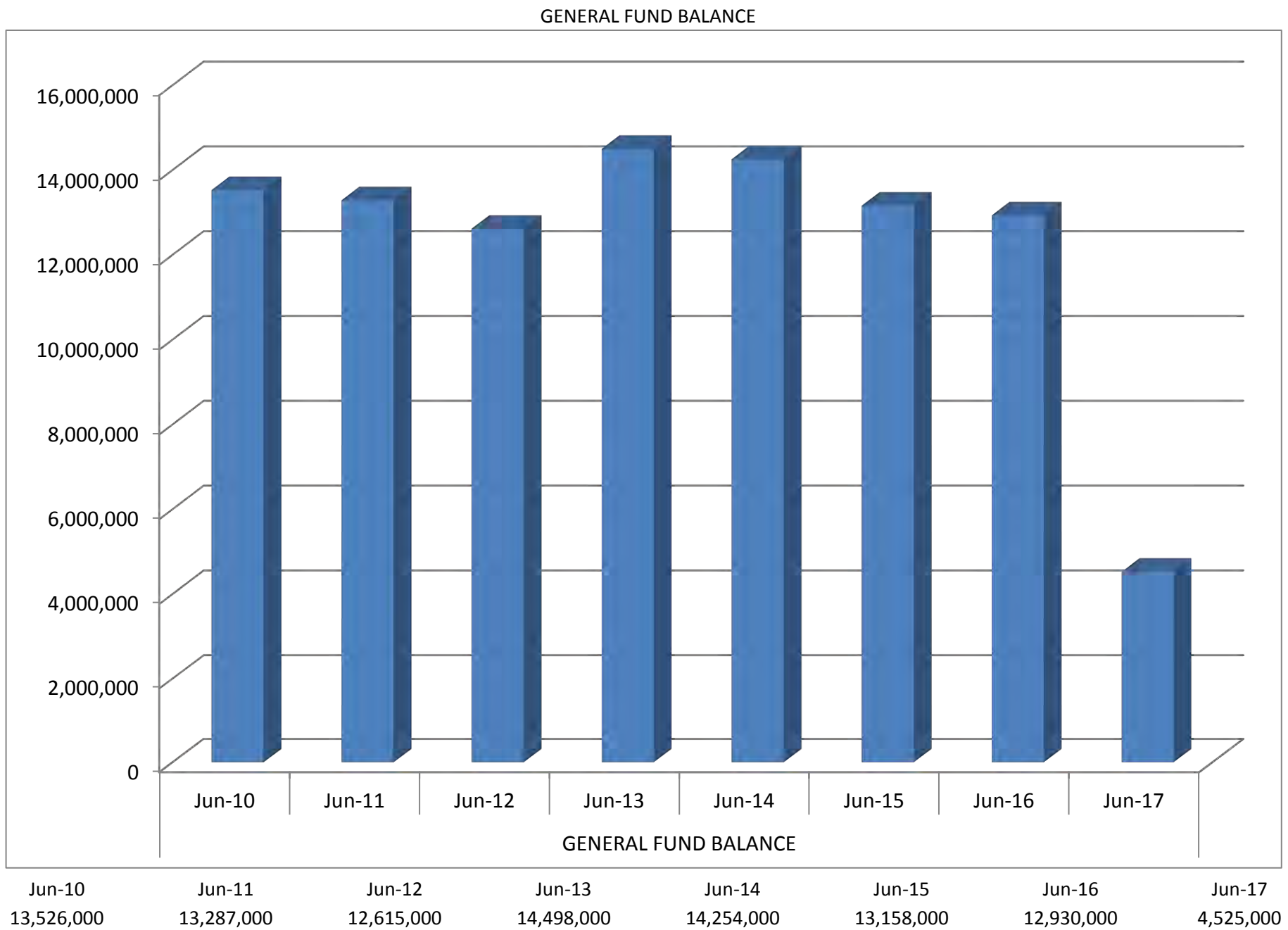
## CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

## CASH AND INVESTMENT REPORT

Jun-17

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS	
INSTITUTION	AMOUNT
BPA Loan Imprest (BICLI)	\$113,124.85
El. Lt. Imprest (BIELI)	\$9,689.90
Refund Acct. (BIRFD)	\$95,585.92
Wells Fargo Bank	\$6,686,506.31
Petty Cash	\$14,740.00
US Bank (US)	\$3,989,284.13
US Bank Payroll (USPAY)	\$1,747,709.55
Wells Fargo Bank (WELLS)	\$1,773,325.47
Key Bank	\$7,668.09
TOTAL	\$14,437,634.22

INVESTMENT TYPE	INVESTMENTS				
	TIME TO MATURITY				TOTAL
1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS		
Certificate of Deposit	3,200,000.00	2,740,000.00	3,840,000.00	5,625,000.00	\$15,405,000.00
U.S. Securities	-	15,000.00	-	\$8,000,000.00	\$8,015,000.00
Commercial Paper	11,985,341.11	5,989,173.33	-	-	\$17,974,514.44
Corporate Bonds	-	6,024,197.53	5,800,430.19	48,258,318.34	\$60,082,946.06
TOTAL	\$15,185,341.11	\$14,768,370.86	\$9,640,430.19	\$61,883,318.34	\$101,477,460.50





## **July 10, 2017 - Unapproved**

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, July 10, 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 Ed Marohn

Councilmember Michelle Ziel-Dingman

Councilmember Barbara Ehardt

Councilmember Thomas Hally

Councilmember David M. Smith

Councilmember John B. Radford (arrived at 3:45 p.m.)

Also present:

Brad Cramer, Community Development Services Director

Pamela Alexander, Municipal Services Director

Ryan Tew, Human Resources Director

Kyle Christopherson, President of Idaho Falls Fraternal Order of Police Lodge 6

Justin Gramm, 2<sup>nd</sup> Vice President of Idaho Falls Fraternal Order of Police Lodge 6

Brian Smith, State Trustee of Idaho Falls Fraternal Order of Police Lodge 6

Jared Mendenhall, National Trustee of Idaho Falls Fraternal Order of Police Lodge 6

Dennis Wilkinson, Attorney for Fraternal Order of Police Lodge 6

Michael Kirkham, Assistant City Attorney

Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:00 p.m. with the following agenda items:

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

July 11, Budget Workshop

July 12, Budget Workshop

July 13, Bonneville Metropolitan Planning Organization (BMPO) Belt Loop Study Coordination Meeting, and City Council Meeting

July 14, Budget Workshop

July 17, Annual Growers Field Day

July 18, Budget Workshop

July 19, Blue Angels arrival

July 19-20, Idaho Consumer Owned Utilities Association (ICUA), Boise

July 21, Vietnam 50<sup>th</sup> Anniversary Event, and Great Race for Education

July 21-23, Blue Angels Air Show

July 24, City Council Work Session

July 25, Budget Workshop

July 26, Budget Workshop, and Eclipse public meeting

July 27, Idaho Falls Power (IFP) Board Meeting, and City Council Meeting

July 28-29, POW/MIA Rally

Mayor Casper stated Bryce Johnson, newly appointed Chief of Police, is scheduled to begin working for the City the week of August 14. Ratification for this appointment will occur at the July 13, 2017 Council Meeting. Mayor Casper indicated she has received no complaints for the relocation of the July 4 events. She requested a debrief meeting with City leaders of the July 4 activities to occur after the Eclipse. Mayor Casper gave a brief review of the upcoming City app in coordination with Civic Plus. There was consensus of the Council to roll out the app, as soon as available, to assist with upcoming events.

## **July 10, 2017 - Unapproved**

Mayor Casper briefly reviewed the budget items related to the recent meeting with the Bonneville County elected officials. She stated Director Alexander and Mr. Fife have recommended \$450,000 allocated to Magistrate Court funding for this budget year. She indicated discussion regarding the Fair Grounds and Land swap will be occurring with possible swap of the 911 Dispatch Center. She stated the GIS mapping will be discussed in a working group for future year(s). Additional discussion regarding the Law Enforcement Building (LEB) will be occurring in the near future with Police Chief Mark McBride and Commissioner Bryon Reed. Mayor Casper indicated additional priority items will be re-discussed with the Bonneville County Commissioners.

Councilmember Hally stated the Human Resources Benefits Fair will be held August 3.

Councilmember Marohn stated budget discussions will begin on July 11. He recommended each Councilmember, as a liaison, review their budgets. He briefly reviewed the July 21 Vietnam Anniversary Event ceremony.

Councilmember Smith stated he will be attending American Public Power Association (APPA) as well as ICUA meetings in the following week.

Councilmember Ehardt had no items to report.

Councilmember Dingman stated the Department of Corrections will be holding a Community Information Resource Fair on July 13.

### **Area of Impact Planning:**

Director Cramer stated the joint Planning and Zoning Commission (P&Z) (City and County) recently met and are ready to present their public comments as well as an official recommendation to the elected officials. He indicated a public hearing with the P&Z has been tentatively scheduled for August 16 with follow-up discussion occurring at the September 11 Council Work Session to explain the P&Z recommendations. Due to the uncertainty of the recommendations, additional meetings with the Commissioners may need to occur, possibly in October or November. Director Cramer noted Council's availability.

### **Business Improvement District (BID) Discussion:**

Director Cramer briefly reviewed the BID process and reminded the Council that the BID renewal only occurs once every ten (10) years. He stated the re-establishment of the BID is determined by the property owners, not the City. The Idaho Falls Downtown Development Corporation (IFDDC) must determine the terms, including the mills rate and any cap of the assessment rate. The resolution to establish the public hearing for the BID was approved in May 2017 with the public hearing scheduled for the July 13 Council Meeting. The ordinance is also proposed for approval at the July 13 Council Meeting. Director Cramer stated the BID public hearing follows the general rules of any public hearing. He indicated the City has previously taken the role of collecting the tax, however the IFDDC has proposed to collect the tax to be more efficient and effective as it has been difficult for the City to collect and enforce the collection. He stated terms of the BID were proposed by IFDDC and the City had no involvement of petitions and signatures. After further review, the terms of the BID were amended by the IFDDC which required collection of all re-signed petitions. Director Cramer stated all legal requirements have been met and the legalities have been explained to those individuals who may be opposing this process. He indicated the BID includes the businesses within the standard downtown boundary. Mayor Casper stated, being this is an election year, she prefers to finalize as many items as possible with the current elected officials due to their familiarity.

### **Sister Cities Ordinance Discussion:**

Mayor Casper recognized Carole Walters, current Sister Cities President, Nancy Thorsen, previous Sister Cities President, and Melinda Cebull, Youth Delegation Representative. Mr. Kirkham stated the Sister Cities organization has previously overlapped as a community and City function. The National and International organization indicates the organization must be part of a City entity. He stated the City has worked with the Sister Cities Committee to operate and comply with State law. The proposed ordinance clarifies the function and oversight of the Sister Cities organization. The committee will be formed of a five (5) person voting committee; three (3) members at large community members, one (1) member from the adult Sister Cities delegation, and one (1) member from the youth Sister Cities delegation. The committee will also consist of non-voting members, including a City-elected official, a Parks and Recreation (P&R) Department representative, a youth member, and a Chamber of Commerce official. Mayor Casper stated since several P&R facilities and services have been utilized, she believes it was appropriate to

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include a P&R representative. Ms. Thorsen stated the Sister Cities began in 1981. She briefly reviewed the history of the Tokai-mura delegation visits and invited the elected officials to join the Japan trip in November 2017. Mayor Casper stated the proposed ordinance will be included on July 13 Council Meeting agenda.

### Grand Teton Council Sublease Discussion:

Director Alexander stated the Grand Teton Council sublease is located at 574 4th street. She indicated the 25-year building lease, which was signed in 2008, provides for the Grand Teton Council to sublease the property with prior consent of the City. The Grand Teton Council is requesting consent to sublease the building to Best Foot Forward, a non-profit performing arts group for one (1) year. Director Alexander stated the City owns the land as well as the property. She believes the building was constructed on the property in approximately 2008. Mayor Casper indicated the building will become property of the City at the end of lease. The Grand Teton Council currently pays \$1 per year for the lease. Brief discussion followed regarding the use of City property and the building. Councilmember Ehardt believes the premise of support for the Boy Scouts for the building and lease has become null and void due to the relocation of the Boy Scouts. Director Alexander indicated the Grand Teton Council stated they are continually using the building and they are paying the utilities. To the response of Councilmember Radford, Mr. Kirkham believes there is nothing illegal by granting permission to sublease. Councilmember Smith believes this request is a continuation of the agreement, whether the City officials are in favor of the lease or not. Mayor Casper stated the lease will be included on the July 13 Council Meeting Agenda.

### Civic Auditorium Renovations Discussion:

Mayor Casper recognized the Civic Auditorium Committee members: Arthur Kull, Chair; Carrie Scheid, Vice-Chair; Bonne Taggart; Anne Voilleque; and Deidre Warden.

Director Alexander indicated the Civic Auditorium Committee has been discussing several items over the course of the previous months including a proposed mission statement, benchmarking with other venues, evaluations and recommendations, facility renovation plan, long-term commitment with Idaho Falls Arts Council (IFAC), and, proposed fees schedule.

### Proposed 2017-18 Auditorium rates:

<b>Commercial</b>	<b>Touring Performers</b>	<b>Area Performers</b>	<b>Meetings</b>
Main Performance	Gross of 10% or \$800	Gross of 10% or \$600	\$800
Same Day Additional Performance	Gross of 10% or \$400	Gross of 10% or \$300	\$400
<b>Non-Profit</b>	<b>Touring Performers</b>	<b>Area Performers</b>	<b>Meetings</b>
Main Performance	\$1,500	\$400	\$300
Same Day Additional Performance	\$1,000	\$200	\$200
Additional Rates:			
New: Facility fee of \$100 per performance			
New: Band and art room use fee - \$100/day, plus \$25 cleaning fee with performance or \$125/first four hours plus \$25 cleaning fee without performance			
Rehearsal and stage setting time			
Booking/reservation deposit			
Special effects requests			

Brief discussion followed. It was noted Area Performers would include performers from Eastern Idaho.

Director Alexander then turned the presentation to Mr. Kull and Ms. Voilleque. Mr. Kull reviewed the committee's major findings. He presented the following recommendations with general discussion throughout:

- Name change from "Civic Auditorium" to "Idaho Falls Civic Center for the Performing Arts". Mr. Kull stated the committee believes a name change would indicate the venue and it's additional rooms could be utilized by a variety of groups, beyond just a venue for performances.
- Mission statement - The mission of the Idaho Falls Civic Center for the Performing Arts is to provide a gathering place where local, regional, national, and international cultural activities illuminate, educate, and entertain. The Idaho Falls Civic Center for Performing Arts celebrates the diversity of our community by offering a variety of life-long learning opportunities.

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- Operations and Marketing - continue agreement with the IFAC for three (3) or more years, with annual review to fully assess its benefit. Director Alexander stated the IFAC agreement will be included on the July 13 Council Meeting agenda.
- Facility Renovation in three (3) phases as follows:

Phase I: Auditorium - \$1,500,000, includes new seating, painting ceiling and walls, replacement of carpeting, electronic marquee, replace lighting dimmer system, acoustical improvements, and replace sound shells and baffles.

Phase II: Back of the House - Planning 1-2 years out, will be addressed once District 91 decides on future of Idaho Falls High School.

Phase III: Front of the House - Planning 2-4 years out, will be addressed once District 91 decides on future of Idaho Falls High School.

#### Financing of the Renovation:

Phase I: time-limited matching funds from a private source (source will be made public once Letter of Intent is received)

Cash Flow: \$1,500,000 – City \$750,000 Foundation \$750,000

2017-2018: City \$400,000, Foundation \$400,000

2018-2019: City \$350,000, Foundation \$350,000

Phases II and III: To Be Determined

Director Alexander indicated the proposed fees will be included in the upcoming budget presentation for Municipal Services. It was noted that very little upkeep/maintenance has been performed on the facility since the Civic Auditorium was constructed in 1953. General discussion followed. The committee expressed their appreciation to City staff.

#### Fraternal Order of Police (FOP):

Mayor Casper indicated there will be a series of presentations regarding the FOP and Collective Bargaining. She then turned the presentation to Mr. Christopherson. Mr. Christopherson introduced Mr. Gramm, Mr. Smith, and Mr. Mendenhall, all members of the FOP Lodge 6 Executive Board, and Dennis Wilkinson, FOP Lodge 6 Attorney. He also recognized Dustin Howell and Brandon Prince additional FOP Executive Board members, who were unable to attend the presentation.

Mr. Christopherson indicated the goal for this proposal is to come up with a solution that is a win for the police officers, a win for the City, and a win for the citizens and taxpayers. He then turned the presentation to Mr. Smith with general discussion throughout:

Purpose – The purpose of the union recognition is to promote and improve relations between the City and the employees of the Idaho Falls Police Department (IFPD); to establish a formal understanding relative to all negotiated conditions of employment; and to provide the means of amicable and equitable adjustment of any and all differences or grievances which may arise, all of which the parties hereto believe and affirm will be to the welfare of the citizens of Idaho Falls, Idaho.

#### Proposal –

1. Recognition of the Idaho Falls Fraternal Order of Police Lodge #6 as the Collective Bargaining Representative for all sworn officers of the IFPD. Mr. Christopherson stated approximately 98% of the sworn officers have signed the union petition. Mr. Wilkinson stated the collective bargaining personnel would be the local members of the IFPD.
2. A Collective Bargaining Agreement that looks and acts much like that of the Idaho Falls Fire Department (IFFD).
3. 1st year proposal is budget neutral.
4. An agreement that the FOP will not discuss any wage increases for at least two years, save the same COLA (Cost of Living Adjustment) increases afforded to other City employees.

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5. In the spirit of transparency the FOP would like to draft and present a contract to the Mayor, City Council, City Attorney and Human Resources (HR) Director for review.

### Benefits to the City –

1. Enhance officer confidence in the process
2. Another bargaining unit that is easy to deal with much like IFFD and Idaho Falls Power - The ease of dealing with these two bargaining units touted by the City.
3. Built in communication that is regular and developed. Mr. Christopherson believes there was previously no way to communicate, therefore communication occurred through the press. He believes, in good faith, communication with the elected officials has increased. Mr. Wilkinson stated the union would give protocol and authority for discussion items.
4. A clear contract all parties can look to in times of disagreement.
5. Process to resolve any future disagreements.
6. Public Safety Divisions that are on fair and equal ground.
7. National FOP Constitution and Bylaws absolutely prohibit any strike, work slow downs, stoppages, "Blue Flu", etc.
8. Recruiting top talent currently being lost to other Departments in the area. Mr. Christopherson believes the IFPD does not attract officers from other agencies due to the lack of a union. He also believes the amount of experience from officers from larger Cities is invaluable. Mr. Gramm believes the IFPD may potentially lose experienced officers to these other agencies due to the better protections.
9. Returning IFPD to being one of the premier Police Departments in the State. Mr. Christopherson believes officers from other agencies do not want to come here, specifically since the rescission of the Civil Service Rules. Brief comments followed.
10. The FOP Collective Bargaining Agreement (CBA) benefits as it will act as a system of checks and balances to communication and decision making by the Chief of Police, City Council, Mayor and rank and file officers.
11. IFPD is currently the largest department in the state of Idaho, excluding Idaho State Police (ISP), without a CBA. This agreement will keep Idaho Falls on pace with other jurisdictions in the State.

### Benefits to the Officers –

1. Communication lines that are built in and established. This would be similar to meetings the process of IFFD.
2. Security in the knowledge that protections cannot be removed without communication and discussion.
3. A process of communication and protections that doesn't change with a change of Mayor/Council/Chief.
4. A 'seat at the table' to be involved in decisions and discussions pertaining to, for most officers, their lifelong career.
5. Fosters camaraderie within the department.
6. As of July 10<sup>th</sup> 2017, more than 99% of sworn IFPD officers signed in support of the FOP being their collective bargaining representative.

### Issues to be Addressed by Collective Bargaining –

1. Recognition
2. Personnel Issues: Seniority, Reduction, Hours, Salary and Holiday Pay, Employee Benefits, and Grievance Procedure
3. No Strike Clause

Councilmember Marohn believes the key to a successful union is the professional development of the executive board members and the elected officers. He prefers a commitment of proper training of the officers to make this a professional union body. Mr. Christopherson stated all members would engage in education for national FOP training and collaboration. Mr. Mendenhall stated several board members have currently attended national FOP training. Discussion followed regarding training of officers within the department. Mr. Christopherson does not believe training is the union's responsibility, although he believes the officers should advocate for training. To the response of Councilmember Hally, Mr. Mendenhall stated all sworn officers would be members of the union, although the members cannot be forced to pay dues. Any unpaid fees of union dues would be distributed among other members. To the response of Mayor Casper, Mr. Smith prefers regular meetings should occur with the elected officials as he

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believes there has been no previous opportunity to meet with the officials. Discussion followed regarding rumored previous meetings of the FOP with elected officials and a betterment proposal. The majority of those present were not aware of or present for any said meetings. Mayor Casper believes the ability to communicate has improved. Councilmember Marohn stated officers need to realize there is a current process, including an open-door policy with Director Tew and the HR staff. He also stated the officers need assurances that the City is not ignoring the individual officer's needs. Mr. Christopherson concurred stating several officers have recently met with Director Tew. Officer Gramm believes the majority of officers do not trust the process. Mayor Casper stated future discussion will include the process/best practices for all employees. Mr. Christopherson believes the defined rules will help provide structure. Councilmember Smith reminded the officers that any communication needs to be sent individually to the Councilmembers due to possible violation of open meeting law. Councilmember Radford expressed his appreciation and believes, on behalf of the Councilmembers, that the police and fire departments as first responders are priority. Mayor Casper stated her primary role is to facilitate dialogue and ensure the Councilmembers have all needed information. She believes a series of workshops needs to occur to obtain this information including data from HR, Legal, union data, and the new police chief. She is hopeful the Councilmembers will have their own dialogue as well. Councilmember Marohn believes it is not beneficial to rush this item. Mr. Christopherson expressed concern with any delay and the possible change of elected officials. He indicated the FOP is optimistic in moving forward. Mr. Wilkinson requested a date to present a draft of the Collective Bargaining Agreement. Mayor Casper could not determine a specific date at this time. She commended the FOP for their method of dialogue and tone. She expressed her appreciation to the Councilmembers and sees the good faith effort of communication by all involved. She believes there is trust that needs to be repaired and she is also optimistic for the future. She stated these specific items were discussed during the interview process of the new Chief of Police. Mayor Casper expressed her appreciation to the officers for their commitment as officers and the FOP leadership.

There being no further business, the meeting adjourned at 5:40 p.m.

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CITY CLERK

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MAYOR

## **July 11, 2017 Budget Session - Unapproved**

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Budget Session), Tuesday, July 11, 2017, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 1:00 p.m.

There were present:

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

Also present:

Pamela Alexander, Municipal Services Director  
Mark Hagedorn, Controller  
Kenny McOmber, Treasurer  
Megan Randall, Controller's Office Intern  
Craig Davis, Idaho Falls Airport Director  
Chris Fredericksen, Public Works Director  
Robert Wright, Idaho Falls Library Director  
Mary Lund, Library Board Vice Chair  
Ryan Tew, Human Resources Director  
Mindy Moore, Human Resources Analyst  
Randy Fife, City Attorney  
Kerry Hammon, Public Information Officer  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 1:00 p.m. with the following:

### **Opening Remarks:**

Mayor Casper expressed her appreciation to the Councilmembers for making appropriate arrangements for the several 2017/18 budget presentations. She reviewed the process for the current years' presentations which will include department presentations, a general overview of the budget, and time allocated for informal discussions. Mayor Casper stated, due to a previous presentation in May 2017 there will be no additional formal discussion regarding employee benefits and wages. She indicated, per that presentation, no increase to insurance benefits and a 2.5% inflation increase has been incorporated into department budgets. Mayor Casper stated the City budget is affected by many external factors, including the County certification of valuation (estimation of valuation of property within the City). She stated the current year indicates higher valuation amounts as well as higher new growth amounts than the previous year. She believes many City residents may have received property tax assessment increases for the current year, which is a rolling process for the County Assessor's Office. Mayor Casper briefly reviewed additional budget preparations including Budget Watch, individual Department Director meetings, and submittal of proposed fees. She stated the basic budget, consisting of basic administrative needs, has been distributed to the Councilmembers. She indicated a transition phase of the budget continues to occur each year and transparency continues to be a goal. As the budget process proceeds, Mayor Casper requested the Council be true to the governing values as determined by Priority Based Budgeting. She believes the higher impact decisions have been seeded by the elected officials for the livelihood of citizens.

Director Alexander briefly reviewed the budget calendar highlighting the following:

Tuesday, July 25 – budget overview  
Thursday, July 27 – tentative approval of 2017/18 budget and fees  
Thursday, August 17 – public hearing for 2017/18 budget and fees  
Tuesday, August 22 – Council discussion of public hearing comments and proposed revisions

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Thursday, August 24 – adopt budget ordinance

Director Alexander indicated all budgets are available on the City website for public information/engagement. She reiterated this is basic budget information, updated worksheets will continue to be distributed.

Councilmember Marohn indicated, per State requirements, the tentative budget including the proposed fees will be published August 6 and 13. He reminded the Council to interject questions/comments as needed during the individual department presentations, specifically regarding larger budget items. He briefly reviewed the budget worksheets.

### Idaho Falls Airport:

Director Davis presented the following:

Funding Sources	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$7,816,487	\$12,008,595	+\$4,192,108

Director Davis stated increases are due to anticipated revenues from the rental car agencies, new private hangar leases, and grants, including grant carryover.

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$9,279,475	\$12,375,516	+\$3,096,041

Director Davis stated increases include anticipated federal grants, including grant carryover, improvements to the Access Control System, and other equipment replacement.

Priorities:	One-time Cost	Ongoing Cost
1. 2017/2018 FAA Capital Improvement Projects	\$531,000	\$0
2. Bring existing part-time custodian position to full-time	\$0	\$9,959 + benefits
3. Sustain federally mandated LEO coverage	\$0	\$27,983
4. Sustain federally mandated ARFF coverage	\$0	\$32,000

### Capital Improvement Plan:

FY 2018 – Runway 2/20 signs and marking, rehabilitate Taxiway A North and Runway 2/20, modify/rehabilitate Terminal North

FY 2019 – relocate Taxiway B, acquire land/easement, update Airport Master Plan, Taxiway A safety area improvements, replace existing loading bridges

FY 2020 – relocate Taxiway B

FY 2021 – rehabilitate North Apron, pavement maintenance, snow removal equipment multi-use

FY 2022 – rehabilitate North Apron, ARFF vehicle, relocate/dopplerize NAVAID-VOR

FY 2023 – rehabilitate existing or construct new Air Traffic Control Tower

### Bottom Line:

Revenues	Expenditure	Request	Total
\$12,008,595	\$12,375,516	\$366,921	\$12,375,516

Current Airport reserves = \$2.1million

Brief discussion followed regarding the Airport reserves. Director Davis stated the Idaho Falls Airport is not subsidized by the City. He reviewed the previous three (3) years of revenues and expenditures as well as budget analysis worksheets indicating any increases/decreases for Administration, Building Maintenance, Ground Maintenance, Airport Security, Airport Fire Protection, and Airport Improvements. Councilmember Radford commended Director Davis and previous management of the Airport. At the request of Mayor Casper, Director Davis gave a brief update of airline service carriers as well as issues regarding the air traffic control tower related to federal discussions. He believes there is no concern at this time regarding the control tower. Director Davis expressed his appreciation to the Airport staff for their assistance with the Blue Thunder Air Show scheduled for July 22 and 23.



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It was moved by Councilmember Smith, seconded by Councilmember Marohn, to accept the Airport tentative budget as presented. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

### Public Works:

Director Fredericksen expressed his appreciation to Municipal Services staff for their assistance with budgetary items. He stated overall there is a proposed reduction of approximately 21% for the Public Works budget. He stated this is mainly due to capital improvement projects. At the request of Councilmember Radford, Director Fredericksen stated the overall project for 17<sup>th</sup> Street and Hitt Road intersection improvements was anticipated at \$2.2m. Due to a collaboration in projects, the overall project came in under budget although specific numbers were not readily available. General discussion followed regarding Idaho Transportation Department (ITD) funding.

Director Fredericksen reviewed previous three (3) years of revenues and expenditures. He stated the decrease of revenue from the previous year is partially due to inter-fund transfers or one-time expenditures.

Director Fredericksen reviewed the seven (7) crucial requests to the Public Works budget:

1. Public Works – budget increase of \$25,000 for Public Information Officer (PIO) salary sharing. Remaining increases largely due to salaries and benefits.
2. Street Administration – no change in funding for snow removal, but intends to work with Municipal Services to establish Snow Removal Fund to accrue savings in lean snow years.
3. Engineering Division – decrease in engineering overall budget as Signing and Striping budget line items, including full time and temporary employee salaries and benefits, have been moved to Street Division. Salary and benefit costs have been increased for new full time employee.
4. Street Division – increase in budget by \$530,549 of which approximately \$376,800 is cost transfer of Signing and Striping. Additionally, a paver of \$140,000 has been included within this budget request.
5. Water Division – increase in budget by \$522,905 spread over the entire division. Rate increase request of 5% is included. Salary and benefits included for new full time employee for meter installation.
6. Sanitation Division – decrease in sanitation overall budget as autoloader trucks and equipment have been purchased and full time employees have been reduced from 28 to 22. Rate increase to cover Bonneville County landfill fees are included.
7. Wastewater Division – decrease in overall budget largely due to Wastewater Treatment Plant (WWTP) Primary Upgrade project. The project is under construction and will be completed in the upcoming budget year. Assuming that \$200,000 will be spent on construction inspection and \$3.2m on construction in current budget. Remainder of the \$7.8m budgeted in upcoming budget will need to be re-evaluated. Director Fredericksen stated the Water and Sewer fund currently has approximately \$30m which could be utilized as well. The Wastewater and Water funds will be split in the Cayenta conversion.

### Public Works Budget Overview

Funding Sources	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$37,450,345	\$32,692,400	(\$4,757,945)

### Public Works Budget Overview – Includes Public Works, GIS, Engineering and Snow Removal

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$2,048,690	\$1,790,143	(\$258,547)

### Street Division Budget Overview

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$6,320,324	\$6,850,873	\$530,549

Director Fredericksen stated due to Council approved allocation in the previous year, this is the first time the Street Division has been fully funded. He expressed his appreciation to the elected officials. Brief general discussion followed regarding street paving/chipping and the proposed purchase of a paver.

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### **Special Fund Budget Overview**

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$8,055,000	\$4,385,000	(\$3,670,000)

Brief discussion followed regarding current and proposed capital improvement projects.

### **Sanitation Division Budget Overview**

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$4,949,830	\$4,632,556	(\$317,274)

Brief discussion followed regarding autoloader/sanitation containers and the County landfill fees.

### **Water Division Budget Overview**

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$10,333,651	\$10,856,556	\$522,905

Director Fredericksen stated approximately 1% of underground water line replacement continues on an annual basis. Brief discussion followed regarding Municipal Equipment Replacement Fund (MERF). Director Fredericksen believes a goal for replacement of equipment needs to be established.

### **Wastewater Division Budget Overview**

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$23,910,530	\$17,615,443	(\$6,295,087)

Brief discussion followed regarding the Wastewater Treatment Plant project included in Capital Outlay.

Priorities:	One-time Cost	Ongoing Cost
1. Street Division – paved street maintenance (paver)	\$140,000	Negligible
2. Elm Street and South Boulevard Roundabout	\$750,000	N/A
3. Snow Removal Fund – Accruing Unspent Balance	N/A	N/A
4. Water and Wastewater Rate and Connective Fee Increase – Meter Install (contract VS full time employee)	N/A	N/A
5. Engineering new employee – engineer-in-training		\$88,000

Brief discussion followed regarding snow removal. Director Fredericksen indicated there was approximately 20% cost decrease with the new snow removal policy. Councilmember Ehardt believes additional funding should be allocated to the Snow Removal Fund.

It was moved by Councilmember Smith, seconded by Councilmember Marohn, to accept the tentative budget as presented by Public Works. Councilmember Marohn stated the department budgets can be re-discussed at any time. Roll call as follows: Aye – Councilmembers Hally, Smith, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

### **Idaho Falls Library:**

Director Wright presented the following:

Funding Sources	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$3,282,620	\$3,270,412	(\$12,208)

Director Wright stated the contract with the Library District expires September 30. Negotiations are currently in process regarding this contract. Councilmember Radford stated this contract is very important. Director Wright indicated for every \$1 received from the City, .48 is received from the Bonneville County Library District. He stated a public Library is a government-sponsored institution without bias and the Library sees many citizens from all communities. Director Wright stated the Library sees approximately 70,000-90,000 people in the summer months, and approximately 50,000-70,000 people in the winter months. There are approximately 6600 children enrolled in summer reading programs with additional activities/programs through the school districts.

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Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$3,263,006	\$3,415,649	\$158,060

Director Wright stated he would like to make the Library more user friendly area including heated sidewalks. Brief discussion followed regarding seasonal/temporary employees, grants, and library fines. Director Wright stated the goal is to get as many people as possible to use the Library without worrying about fines.

Director Wright stated the Fund Balance is approximately \$1.5m. He believes the City will need more space for the Library within the next several years. Possible options could be to build a branch Library or purchase the Ferrell's Building, which would be a cost saving over the course of time. He stated the engineering report is currently being conducted on the Ferrell's Building. At the request of Mayor Casper, Director Wright explained the Coding for Kids program, a program that teaches independent-reading kids how to code computer. Director Wright briefly reviewed the levy rate related to employees wage and benefits increase. Councilmember Marohn stated the current levy rate is .000591052, the statutory limit is 1 mill. He commended the Library staff for a well-funded operation. Director Wright expressed his appreciation to the Council for their support of the Library.

It was moved by Councilmember Smith, seconded by Councilmember Marohn, to accept the tentative budget as presented by the Library. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

**Human Resources:**

Director Tew presented the following:

Funding Sources – None

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$389,115	\$417,379	\$28,264

Director Tew stated the Wellness Category funds have been reallocated to Operational Expenses. Inter-fund transfer increase is due to the staff size relative to other City departments. Brief discussion followed regarding Human Resources (HR) staff.

It was moved by Councilmember Smith, seconded by Councilmember Hally, to accept the Human Resources tentative budget. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

Director Tew stated an upgraded vacation policy is the highest priority of benefits at this time. He indicated this is not considered a budgetary item, this is a policy change. He then turned the time to Ms. Moore for presentation of Vacation Policy change/upgrade with general discussion throughout:

Ms. Moore stated the current rate of accrual is based on length of service and employment status as follows:

1 - 6 years, 88 hours, 3.6 hours per pay period

7 - 14 years, 128 hours per year, 5.3 hours per pay period

15 - 20 years, 168 hours per year, 7 hours per pay period

More than 20 years, 184 hours per year, 7.6 hours per pay period

Ms. Moore stated candidates are turning down job offers due to the vacation accrual, resulting in the second or third applicant choice. She indicated offering a better vacation accrual acknowledges that employees have demands and interests beyond work. She stated, according to a Human Resources survey, using vacation time leads to higher performance (75%) and increased job satisfaction (78%).

Ms. Moore reviewed vacation hours of other public and private entities. She stated the average number of days used nationally in 2010 = 20.9 days. She also stated the company trend is moving toward PTO (personal time off).

Proposals as follows:

Proposal 1: 1 - 4 years = 120 hours, 5 - 9 years = 160 hours, 10 - 14 years = 180 hours, 15 - 19 years = 200 hours, 20 years = 240 hours

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Proposal 2: 1 - 4 years = 144 hours, 5 - 9 years = 168 hours, 10 - 14 years = 184 hours, 15 - 19 years = 224 hours, 20 years = 240 hours

Proposal 3: 1 - 4 years = 160 hours, 5 - 9 years = 180 hours, 10 - 14 years = 200 hours, 15 - 19 years = 220 hours, 20 years = 240 hours

Proposal 4: 1 - 4 years = 192 hours, 5 - 9 years = 240 hours, 10 - 14 years = 288 hours, 15 years+ = 336 hours, 20 years = 240 hours

Cost related factors:

- Hours accrued are maxed at 368 hours, rollover allowance each January is 184 hours
- Unrealized costs
- Additional cost realized by the City only occurs at payout and when another employee is required to fill-in

Separation Year	1	2	3	4	5	Max Hours
Current Policy	87.6	88	88	88	16.4	368
Proposal 1	120	120	120	8		368
Proposal 2	144	144	80			368
Proposal 3	160	160	48			368
Proposal 4	192	176				368

- Salary savings for recruitment time

Ms. Moore stated the turn-over rate is approximately 8.5% (16 to 17 employees leave within the first year). She reviewed proposals as follows:

Proposal 1 (120 hours)	\$140,656.41	8.5	\$15,547.81
Proposal 2 (144 hours)	\$246,148.65	8.5	\$28,958.66
Proposal 3 (160 hours)	\$316,476.81	8.5	\$37,232.57
Proposal 4 (192 hours)	\$457,133.13	8.5	\$53,780.37

Director Tew believes the City is losing the recruiting edge when employee balance is not provided. He indicated there is minimal expense to make a dramatic change with the vacation policy. He believes the advantages of morale and retention outweigh the payout. Councilmember Marohn believes use of vacation teaches employees behavior modification. General discussion followed.

Mayor Casper recommended HR staff present proposals with a more comprehensive look with fiscal implications. Councilmember Hally concurred. Councilmember Marohn believes the vacation should be increased but he is not in favor of a payout. Councilmember Ehardt concurred. Mayor Casper requested additional data requested by the Council be submitted to HR as soon as possible. Councilmember Smith prefers a review of the entire compensation policy. Brief discussion followed regarding sick leave policy. Ms. Moore believes the sick policy is competitive although she believes there should be a cap on sick leave accrual.

#### Follow-up Discussion:

Brief discussion occurred regarding MERF. Director Alexander reviewed a proposed professional services agreement for fleet management, which will be included on the July 13, 2017 Council Meeting Agenda. This agreement will assist with the MERF. Mayor Casper requested Council approval for the July 12 Council Budget Session to begin at 1:30 due to a community event that has requested her attendance. Council concurred.

There being no further business, the meeting adjourned at 5:05 p.m.

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CITY CLERK

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MAYOR

## July 12, 2017 Budget Session - Unapproved

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Budget Session), Wednesday, July 12, 2017, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 1:00 p.m.

There were present:

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

Also present:

Pamela Alexander, Municipal Services Director  
Mark Hagedorn, Controller  
Kenny McOmber, Treasurer  
Brad Cramer, Community Development Services Director  
Darrell West, Director of Bonneville Metropolitan Planning Organization (BMPO)  
Dave Hanneman, Fire Chief  
Michael Kirkham, Assistant City Attorney  
Kerry Hammon, Public Information Officer  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 1:17 p.m. with the following:

### Opening Remarks:

Mayor Casper stated Randy Fife, presenter for the Legal Department budget, is traveling and unable to make the meeting as scheduled. At her request, it was moved by Councilmember Marohn, seconded by Councilmember Smith, to remove the Legal Presentation from the agenda and move the presentation to the July 14, Budget Session agenda with the Good Faith reason due to unexpected travel delays. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

### Community Development Services (CDS) and Bonneville Metropolitan Planning Organization (BMPO):

Director Cramer presented the following:

#### Budget Overview

Funding Sources	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$1,460,400	\$1,412,400	(\$48,000)

Director Cramer stated the CDS budget includes Planning, Building, Code Enforcement, BMPO, Community Development Block Grant (CDBG), and the Business Improvement District (BID). He indicated most revenue comes from building permits and grants, and this year has seen a lot of building activity. Although previous year revenues have exceeded any anticipated amount, Director Cramer is hesitant to request any increase due to the uncertainty of construction activity.

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$2,473,368	\$2,555,006	\$81,638

Director Cramer stated the majority of increase is for wages and benefits. Operational Expenses and Capital Outlay have decreased due to CDS staff being able to accomplish professional services versus outside resources.

Priorities:	One-time Cost	Ongoing Cost
1. Code Enforcement Clerk	\$0	\$57,582

## **July 12, 2017 Budget Session - Unapproved**

Director Cramer stated the Clerk duties would include in-office work, including submittal of letters and infractions. He reviewed the number of code enforcement cases from previous year to current year. Tree issues and weed control have moved from the Parks and Recreation Department to Code Enforcement to allow a one-stop shop.

2. Code Enforcement Officer from CDBG to General Fund	\$43,000	\$77,229
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Director Cramer indicated CDBG funding has changed which may not allow efficiency of the officer.

3. Salary adjustments for two positions	\$0	\$13,600
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Director Cramer is requesting promotion of a current staff member to assist with building inspections as well as increase of salary for the current Assistant Planning Director.

General discussion followed infraction and misdemeanor fees/fines and the tracking mechanism for each department.

Councilmember Dingman believes residents have expectations of code enforcement and believes Director Cramer is approaching the issue in a very efficient manner. Councilmember Marohn concurred. Mayor Casper applauds the Council's desire to uphold high standards for the community.

Mayor Casper stated the budget request from BMPO is very modest compared to the benefit and value that comes from coordinated planning entities within the region. Brief discussion followed, there were no concerns from the Council.

It was moved by Councilmember Dingman, seconded by Councilmember Hally, to approve the tentative budget for Community Development Services as presented. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

### **Municipal Services:**

Director Alexander expressed her appreciation to staff: Chandra Witt, General Services Administrator; Kenny McOmber, Treasurer; Mark Hagedorn, Controller; Kathy Hampton, City Clerk; and recognized the recent retirement of Thane Sparks, Chief Information Technology Officer. She then presented the following:

Funding Sources	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$167,000	\$585,600	\$418,600

Director Alexander stated the majority of the increase is for a proposed grant, in the amount of \$400,000, for the Civic Auditorium renovations.

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$4,233,028	\$5,663, 617	\$1,430,589

### **Proposed increases:**

Administration includes funding for Public Information Officer (PIO). No supplemental requests.

City Clerk includes estimated costs of the 2017 elections as well as supplemental request for cemetery tracking software.

Information Technology (IT) includes capital items, including network equipment, storage, software, firewall maintenance, and maintenance contract. Supplemental request includes new technical position for database report writer.

Treasurer's Office, Credit Office and Utility Billing includes internship opportunity. No supplemental requests.

Finance includes increase to external audit. No supplemental requests.

General Services, Purchasing and Property Management includes intern request during Cayenta go-live phase.

Equipment Maintenance includes two mobile lifts, not covered in MERF.

Building Maintenance and General Buildings includes request for ongoing infrastructure needs. Supplemental request to fund City building infrastructure for City Hall building renovation projects. Director Alexander stated previous

### July 12, 2017 Budget Session - Unapproved

building infrastructure funding was utilized for ADA compliance. General discussion followed regarding potential renovations to City Hall, including additional ADA accessibility.

Civic Auditorium includes replacement of fly rail system. Supplemental request includes \$800,000 (\$400,000 foundation grant/\$400,000 City match) for Phase I renovations.

Priorities:	One-time Cost	Ongoing Cost
1. Civic Auditorium funding	\$800,000 Total \$400,000 City \$400,000 Foundation/Grant	\$0
2. IT database report writer (new position)	\$0	\$92,533
3. City building infrastructure funding	\$0	\$350,000
4. Cemetery data and tracking solution	\$65,000 (estimate)	\$5,000 (estimate)
Total	\$865,000	\$447,533

Grand total budget priority request for 2017/18 = \$1,312,533

General discussion followed regarding cemetery software, the IT services, and an app/alternative method for citizens to express concerns/issues. Councilmember Marohn stated there is a signed pledge from the foundation donor for the Civic Auditorium renovations, matched funding from the City would be required for two (2) consecutive years. This would be a direct impact to General Fund dollars. Councilmember Marohn is highly supportive of the request as he believes the Civic Auditorium would provide a community service. Councilmembers Hally and Dingman concurred. After brief general comments, it was moved by Councilmember Marohn, seconded by Councilmember Hally, to allocate a placeholder of \$800,000 for the Civic Auditorium for the next fiscal year and to begin the legal paperwork to match the pledge from the foundation donor. Roll call as follows: Aye - Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay - none. Motion carried.

Councilmember Marohn clarified the motions to approve the tentative budget are verification that the department budgets have been presented and received by the Councilmembers. He stated these are not motions to approve the final budget.

It was moved by Councilmember Smith, seconded by Councilmember Marohn, to approve the tentative Municipal Services budget with the possible reconsideration and adjustment to the MERF allowance to purchase new additions. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Radford. Abstain – Councilmember Ehardt. Absent – Councilmember Hally. Nay – none. Motion carried.

#### Fire Department:

Mayor Casper recognized the Fire Department staff: Deputy Chief Dave Coffey, Training Division Chief Jeff Parsons, and Emergency Medical System (EMS) Division Chief Eric Day.

Chief Hanneman stated Deputy Chief Duane Nelson has been deployed, Fire Marshall, Scott Grimmett, will assist with additional duties during Deputy Chief Nelson's deployment. Chief Hanneman indicated there will be cost savings related to this deployment. He believes the lack of staff will affect the wildland fire services in the upcoming year. Chief Hanneman stated there will be a major reduction of the budget in the coming year due to the completed construction of Fire Station No. 1. Overall costs for Fire Station No. 1 were approximately \$100,000 less than the anticipated \$4.7m. He then presented the following:

#### Budget Overview – Fire General Fund

Funding Sources	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$1,702,825	\$1,718,785	\$15,960

Chief Hanneman stated the increase to Inter-governmental is due to 1% increase to the Fire District Contract.

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$9,877,623	\$10,463,684	\$586,061

## July 12, 2017 Budget Session - Unapproved

Chief Hanneman stated the Fire Training Division has been separated from the Fire General Fund. MERF increase is due to unexpected costs of equipment. The \$500,000 request, as presented during the March budget presentation, will allow a catch up while not depleting the entire MERF balance. Brief discussion followed. Chief Hanneman stated priorities for the Fire Fund include the MERF request and the remodeling of Fire Station No. 5.

### Budget Overview – Ambulance Fund

Funding Sources	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$6,701,720	\$7,264,239	\$562,519

Chief Hanneman stated Charges for Services increase is due to a proposed 5% fee increase for medication and equipment costs. He indicated there has been a 20% increase of emergency calls than the previous year. He stated there are approximately 12,000-13,000 annual calls for emergency.

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$6,948,861	\$7,660,368	\$711, 507

Chief Hanneman stated Wages and Benefits increase will include paying the PIO position at 75%. Public Works will pay the reminding 25% PIO position. The PIO will also assist with fire education and has been assisting with emergency deployment. Chief Hanneman also stated due to approximately 82% of business occurring within the Ambulance Fund, there is effort to move several services/support to the Ambulance Fund. Operational Expenses increase includes a PulsePoint mobile app which enables a citizen to perform CPR. He briefly reviewed the app capabilities. Capital Outlay increase is due to ambulance replacement schedule, power lifts, and ventilators. Brief discussion followed regarding the recent ISO (Insurance Service Office) rating as well as Medicaid and the Affordable Care Act. Councilmember Marohn commended Chief Hanneman as he believes the Idaho Falls Fire Department (IFFD) is becoming a premium metropolitan Fire Department. Chief Hanneman stated a training center will need to be considered in the future. Collaboration is currently occurring with College of Eastern Idaho (CEI) as well as additional stakeholders.

It was moved by Councilmember Smith, seconded by Councilmember Marohn, to accept the Fire Department tentative budget as presented. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

### Follow-up Discussion:

Mayor Casper briefly reviewed the updated calendar for July 14 to include the Legal Department presentation. She reminded the Council of the July 13 BMPO Belt Loop Study Meeting. She stated she recently attended a promotional event for Kyani and Idahoan regarding distribution of a potato pac. She indicated approximately 1 million pacs have been distributed throughout several countries to assist with world hunger.

Director Alexander stated, to the response of a previous request, the placeholder for the property tax in the current budget is the certified numbers from the previous year. She briefly reviewed the budget calendar for July 14, July 18, July 25, and July 26.

Councilmember Marohn emphasized once the final department budgets are presented, Councilmembers should be prepared to present arguments for or against budget items for the final budget approval.

To the response of the Councilmembers, Mayor Casper stated the PIO discussion, travel budget, and community organization involvement will occur at the July 14 Council Budget Session during the Council budget presentation. Brief discussion followed regarding Councilmember membership dues for community organizations.

There being no further business, the meeting adjourned at 4:40 p.m.

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CITY CLERK

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MAYOR



# **REGULAR AGENDA:**



## MEMORANDUM

**TO:** Honorable Mayor and Council

**FROM:** Brad Cramer, Community Development Services Director

**DATE:** July 24, 2017

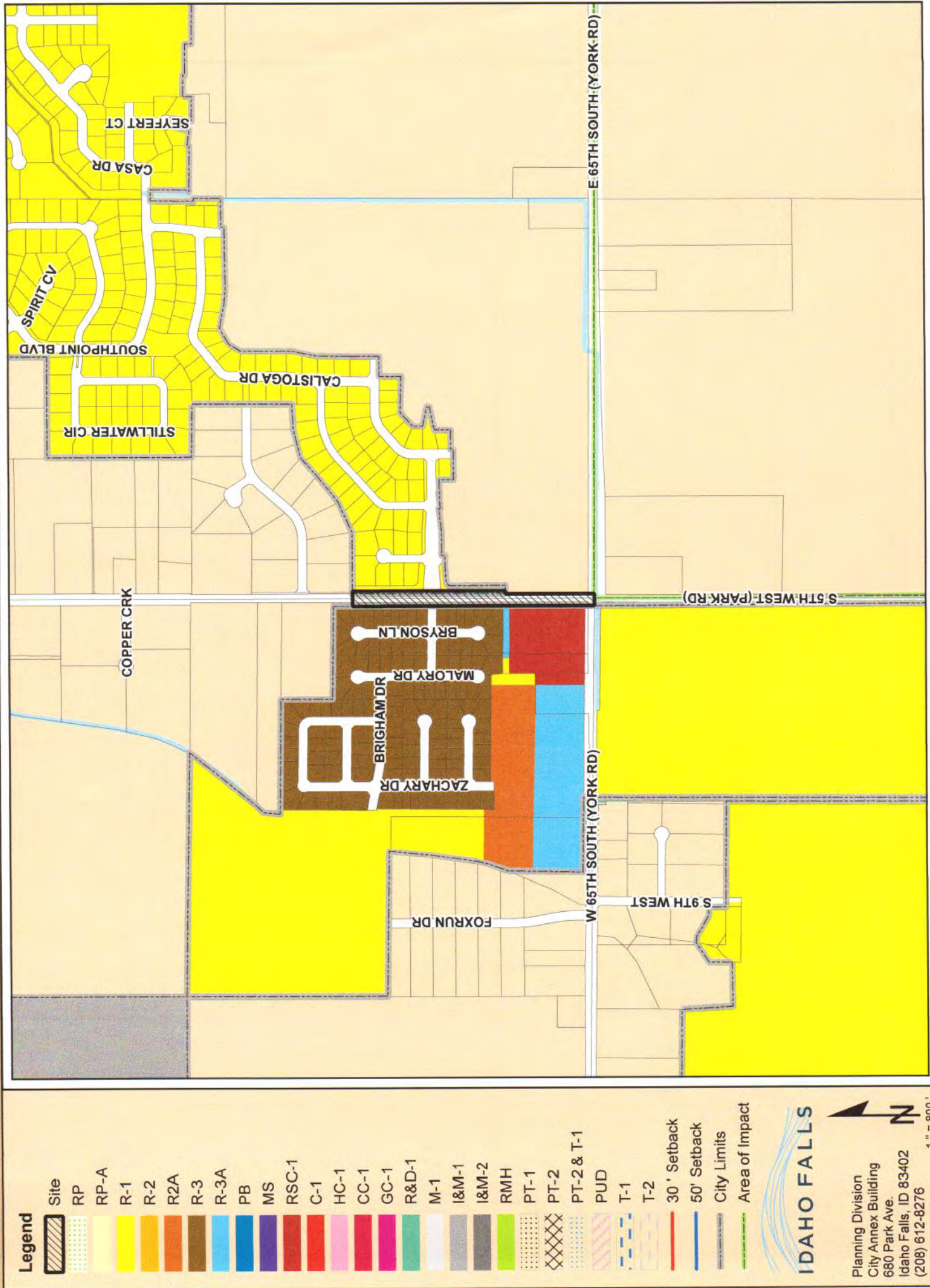
**RE:** Annexation, Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statement of Relevant Criteria and Standards, 5th West (Park Road) Right-of-Way

Attached is the application for Annexation Initial Zoning of R-1, and Reasoned Statement of Relevant Criteria and Standards, 5th West (Park Road) Right-of-Way. This is a clean-up item to annex the road now that both sides of most of the right-of-way have been annexed into the City. The Planning and Zoning Commission considered this items at its July 11, 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, July 11, 2017
- P&Z Minutes, July 11, 2017
- Annexation Ordinance
- Zoning Ordinance
- Reasoned Statement of Relevant Criteria and Standards

BGC-069-17



**Legend**

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

**IDAHO FALLS**

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

1" = 800'


















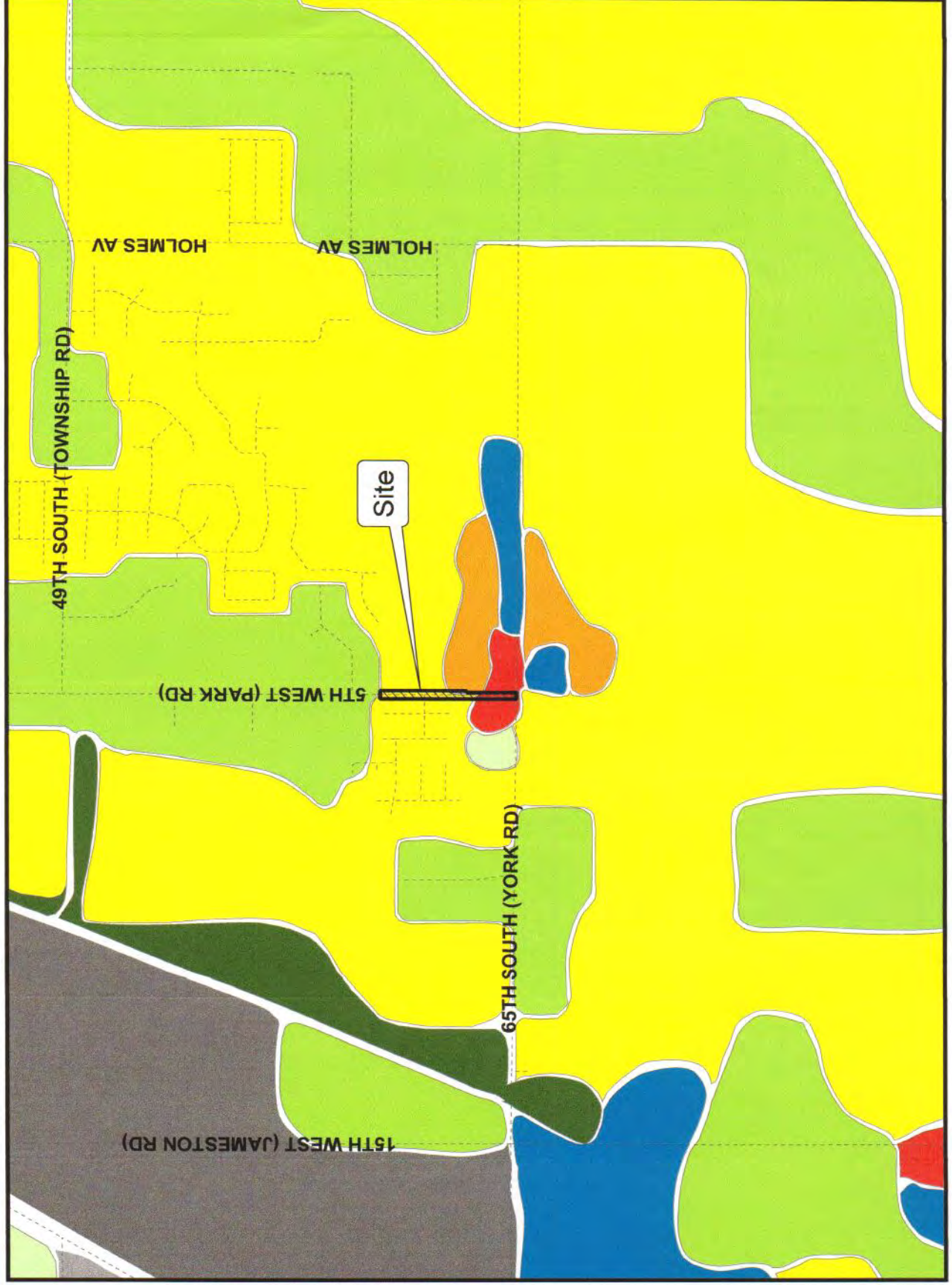


# Annexation & Initial Zoning

M&B: Approx. 3,388 Acres Section 6, T 1N, R 38E & Section 1, T 1N, R 37E

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

## Comprehensive Plan



Planning 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  
5<sup>th</sup> West (Park Road)  
July 11, 2017



**Applicant:** City of Idaho Falls

**Location:** Generally a portion of S 5th W (Park Rd.), south of Spring Meadow Dr., and immediately north of 65th S.

**Size:** 3.388 acres

**Existing Zoning:**

North: County A-1

South: County A-1

East: County R-1

West: R-3, R-3A, RSC-1

**Proposed Zoning:** R-1

**Existing Land Uses:**

North: Residential

South: Residential

East: Residential/  
Agricultural

West: Residential/  
Undeveloped

**Future Land Use Map:**

Low Density Residential

High Density Residential

Commercial

**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 annexation is intended to clean-up annexation lines in the area and is a portion of 5<sup>th</sup> West right-of-way that was left out of previous annexations on either side of the road.

**Annexation:** This is a Category "A" annexation. The right-of-way is contiguous to the City on its east and west lines. The road is within the City's Area of City Impact.

**Zoning:** The proposed zoning is R-1 consistent with development of residential neighborhoods to the east. The comprehensive plan for the area is designated as Low and Higher Density Residential as well as Commercial designations. 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.

**1. ANNEX 17-004: ANNEXATION/INITIAL ZONING. 5<sup>TH</sup> West (Park Road) Annexation.**

Beutler presented the staff report, a part of the record. Morrison asked how this falls through the cracks. Beutler indicated that some of it was that the County doesn't want the City to annex when they only have half of the street, and so they need to annex all the street, so sometimes it gets delayed until they have development on both sides of the road. Dixon asked if this will complete annexation from York all the way north, or are there still gaps. Beutler indicated there are still gaps and showed the zoning map that showed some areas of County.

**Applicant:** City is the Applicant.

**Black moved to recommend to the Mayor and City Council approval of the annexation with initial zoning of R-1 for the described property on 5<sup>th</sup> West (Park Road), Josephson seconded the motion and it passed unanimously.**

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

AN ORDINANCE ANNEXING APPROXIMATELY 3.388 ACRES TO THE CITY OF IDAHO FALLS; DESCRIBING SUCH LANDS; AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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



1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;

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

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

WHEREAS, it appears to the City Council that the lands described hereinbelow in 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, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

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

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

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

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

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

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

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

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  : ss.  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE ANNEXING APPROXIMATELY 3.388 ACRES TO THE CITY OF IDAHO FALLS; DESCRIBING SUCH LANDS; AMENDING THE CITY MAP; AMENDING THE LEGAL

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

---

Kathy Hampton, City Clerk

(SEAL)

# EXHIBIT "A"

A PARCEL OF LAND LYING IN A PORTION OF GOVERNMENT LOTS 6 AND 7 OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 38, AND THE E½ OF THE SE¼ OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SAID SECTION 6 AND SECTION 1 AND RUNNING THENCE ALONG THE SECTION LINE COMMON TO SAID SECTION 6 AND SECTION 1 S00°02'03"E 1066.17 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE N89°57'57"E 50.00 FEET TO THE NORTHWEST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3030; THENCE ALONG THE WEST LINE OF SAID ORDINANCE S00°02'03"E 1005.65 FEET TO THE SOUTHWEST CORNER OF SAID ORDINANCE; THENCE S89°58'01"W 19.77 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 5TH WEST; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF 5TH WEST S00°00'46"E 586.61 FEET TO THE SOUTH LINE OF SAID SECTION 6; THENCE ALONG THE SAID SOUTH LINE OF SECTION 6 S89°59'14"W 30.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF SAID SECTION 1 N89°14'28"W 50.02 FEET TO CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3050; THENCE ALONG CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3050 AND CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2512 N00°02'08"W 1591.55 FEET; THENCE N89°57'44"E 50.04 FEET TO THE **TRUE POINT OF BEGINNING** CONTAINING 3.388 ACRES.





**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 3.388 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is R-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Low Density 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 meeting on July 11, 2017, and recommended approval of zoning the subject property to R-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on July 27, 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 described lands in Idaho Falls, Idaho, Bonneville County, in Exhibit A.

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

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

**SECTION 4. Publication.** This Ordinance, or a summary thereof in compliance with Idaho 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 3.388 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

# EXHIBIT "A"

A PARCEL OF LAND LYING IN A PORTION OF GOVERNMENT LOTS 6 AND 7 OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 38, AND THE E½ OF THE SE¼ OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SAID SECTION 6 AND SECTION 1 AND RUNNING THENCE ALONG THE SECTION LINE COMMON TO SAID SECTION 6 AND SECTION 1 S00°02'03"E 1066.17 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE N89°57'57"E 50.00 FEET TO THE NORTHWEST CORNER OF CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3030; THENCE ALONG THE WEST LINE OF SAID ORDINANCE S00°02'03"E 1005.65 FEET TO THE SOUTHWEST CORNER OF SAID ORDINANCE; THENCE S89°58'01"W 19.77 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 5TH WEST; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF 5TH WEST S00°00'46"E 586.61 FEET TO THE SOUTH LINE OF SAID SECTION 6; THENCE ALONG THE SAID SOUTH LINE OF SECTION 6 S89°59'14"W 30.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF SAID SECTION 1 N89°14'28"W 50.02 FEET TO CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3050; THENCE ALONG CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 3050 AND CITY OF IDAHO FALLS ANNEXATION ORDINANCE NUMBER 2512 N00°02'08"W 1591.55 FEET; THENCE N89°57'44"E 50.04 FEET TO THE **TRUE POINT OF BEGINNING** CONTAINING 3.388 ACRES.





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

### **ANNEXATION OF PROPERTY LOCATED GENERALLY A PORTION OF S 5TH W (PARK RD.), SOUTH OF SPRING MEADOW DR., AND IMMEDIATELY NORTH OF 65TH S.**

**WHEREAS**, the applicant filed an application for annexation and initial zoning of R-1 on May 30, 2017; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on July 11, 2017; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on July 27, 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 3.388 acre parcel located generally a portion of S 5th W (Park Rd.), south of Spring Meadow Dr., and immediately north of 65th S.
3. The Comprehensive Plan designates this area as Low and Higher Density Residential and Commercial.
4. The application is a Category "A" annexation.
5. This annexation is intended to clean-up annexation lines in the area and is a portion of 5th West right-of-way that was left out of previous annexations on either side of the road.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation for property located Generally a portion of S 5th W (Park Rd.), south of Spring Meadow Dr., and immediately north of 65th S.

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

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

---

Rebecca L. Noah Casper, Mayor



## REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

### INITIAL ZONING OF R-1 OF PROPERTY LOCATED GENERALLY A PORTION OF S 5TH W (PARK RD.), SOUTH OF SPRING MEADOW DR., AND IMMEDIATELY NORTH OF 65TH S.

**WHEREAS**, the applicant filed an application for annexation and initial zoning of R-1 on May 30, 2017; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on July 11, 2017; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on July 27, 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 3.388 acre parcel located generally a portion of S 5th W (Park Rd.), south of Spring Meadow Dr., and immediately north of 65th S.
3. This is a Category "A" annexation.
4. The Comprehensive Plan designates this area as Low and Higher Density Residential and Commercial.
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 R-1 for property located generally a portion of S 5th W (Park Rd.), south of Spring Meadow Dr., and immediately north of 65th S.

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

**FROM:** Brad Cramer, Community Development Services Director

**DATE:** July 24, 2017

**RE:** Final Plat and Reasoned Statement of Relevant Criteria and Standards, Cambridge Terrace Park Addition, Division 1, 4th Amended

Attached is the application for a Final Plat and Reasoned Statement of Relevant Criteria and Standards, Cambridge Terrace Park Addition, Division 1, 4th Amended. The Planning and Zoning Commission considered this item at its July 11, 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
- Final Plat
- Staff Report, July 11, 2017
- P&Z Minutes, July 11, 2017
- Reasoned Statement of Relevant Criteria and Standards

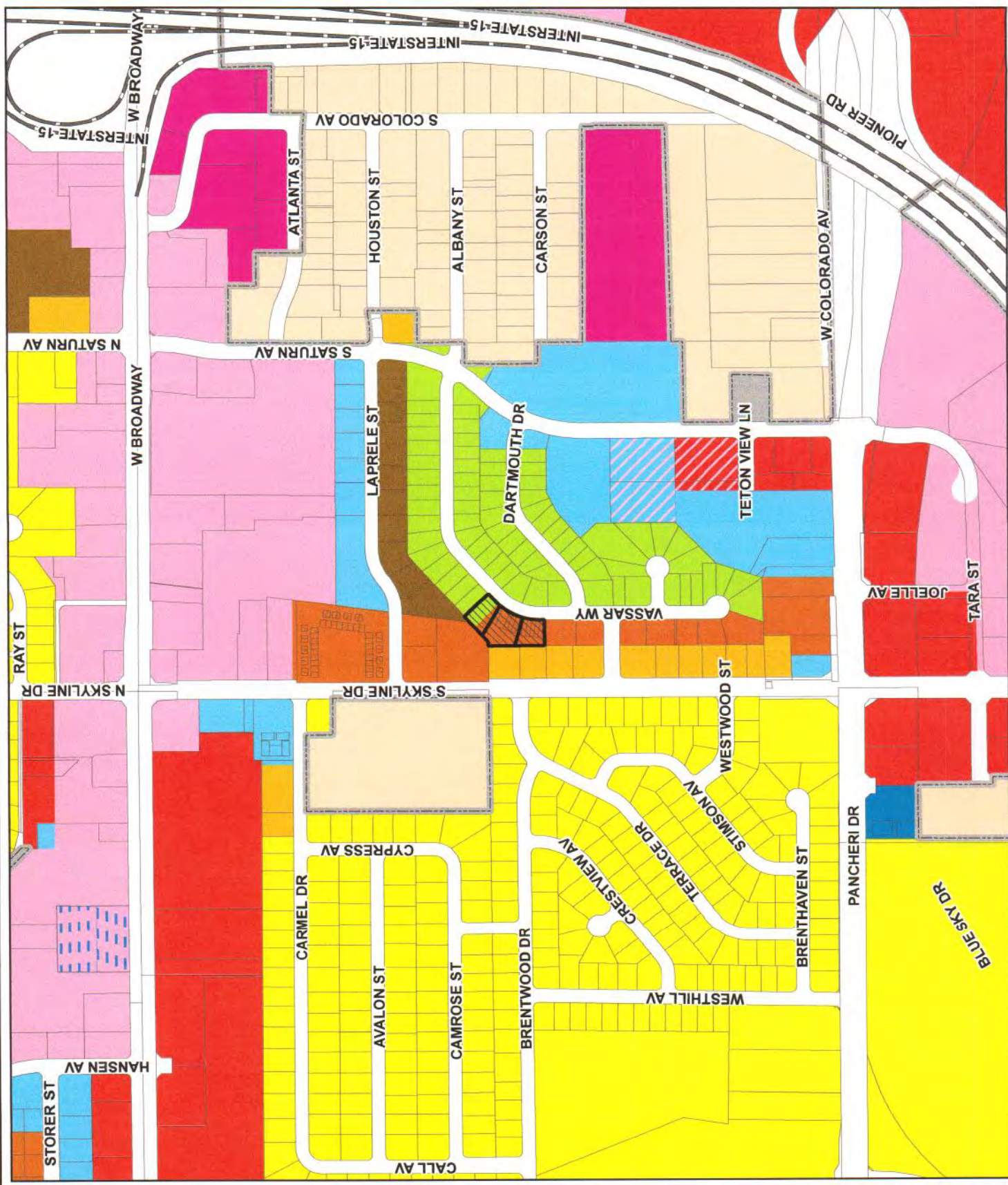
BGC-068-17



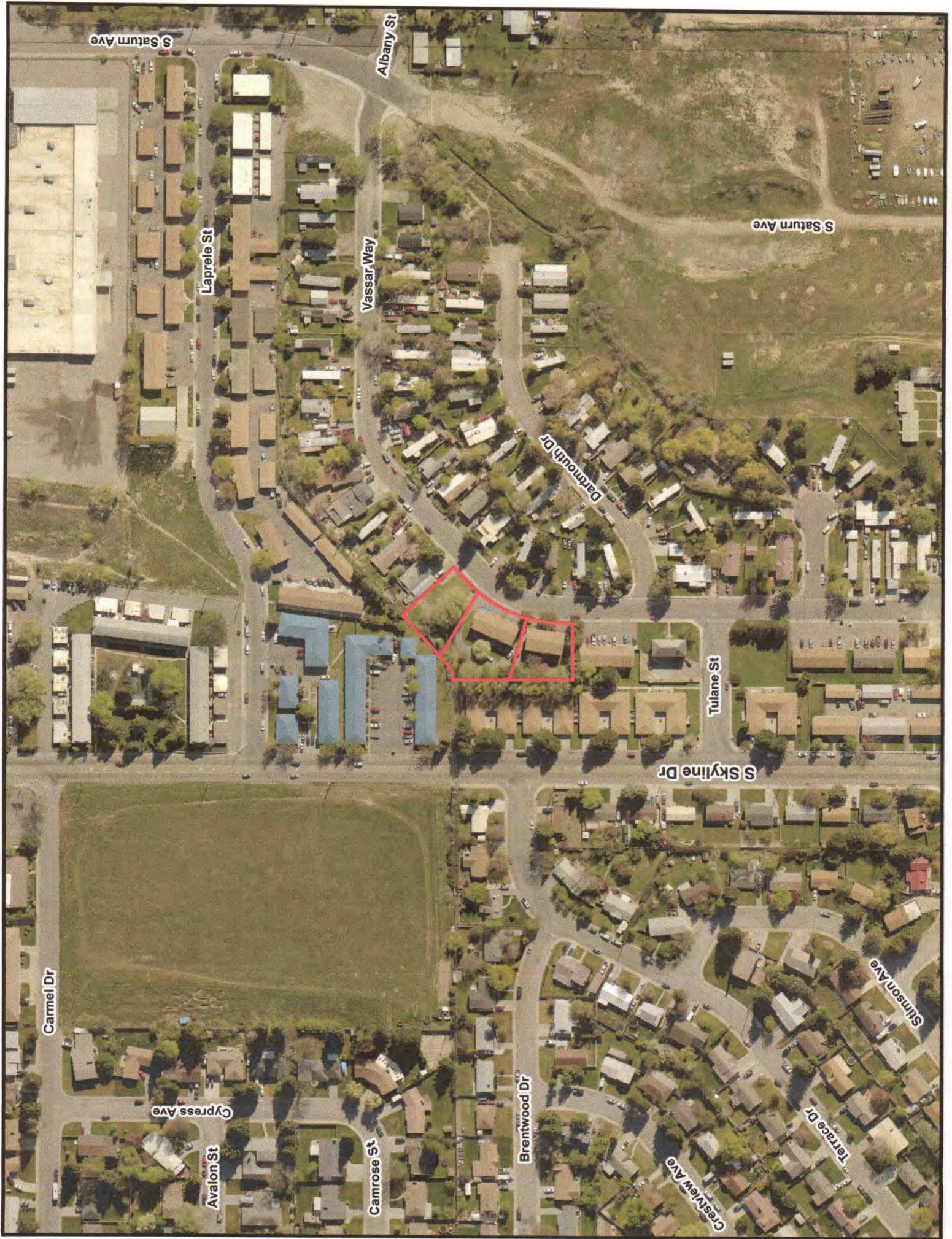
- Legend**
- Site
  - RP
  - RP-A
  - R-1
  - R-2
  - R2A
  - R-3
  - R-3A
  - PB
  - MS
  - RSC-1
  - C-1
  - HC-1
  - CC-1
  - GC-1
  - R&D-1
  - M-1
  - I&M-1
  - I&M-2
  - RMH
  - PT-1
  - PT-2
  - PT-2 & T-1
  - PUD
  - T-1
  - T-2
  - 30' Setback
  - 50' Setback
  - City Limits
  - Area of Impact

IDAHO FALLS

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







S Saturn Ave

Albany St

Laprele St

Vassar Way

Dartmouth Dr

S Saturn Ave

Tulane St

S Skyline Dr

Carmel Dr

Cypress Ave

Avalon St

Camrose St

Brentwood Dr

Crestview Ave

Terrace Dr

Slinson Ave



**CAMBRIDGE TERRACE PARK ADDITION  
DIVISION NO. 1  
FOURTH AMENDED PLAT  
BEING A RE-PLAT OF LOT 38, BLOCK 1  
CAMBRIDGE TERRACE PARK ADDITION, DIVISION NO. 1, THIRD AMENDED PLAT  
AN ADDITION TO THE CITY OF IDAHO FALLS  
PART OF THE N.W. 1/4 OF SECTION 24  
TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN  
BONNEVILLE COUNTY, IDAHO**

## CITY'S ACCEPTANCE

The accompanying plat was duly accepted and approved by the City Council of Idaho Falls, Idaho adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

MAYOR	CITY CLERK
CITY ENGINEER	CITY SURVEYOR

## IRRIGATION WATER RIGHTS STATEMENT

Water rights and assessment obligations are not appurtenant to the lands included within this plot. Lots within this subdivision will not receive a water right.

## HEALTH DEPARTMENT CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13, have been satisfied based on Department of Environmental Quality review and approval for the design plans and specifications and the conditions imposed on the developer for continued satisfaction of sanitary requirements. Sanitary restrictions may be relaxed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of discontinuance.

Date \_\_\_\_\_  
Health District Signature \_\_\_\_\_

## COUNTY SURVEYOR'S VERIFICATION

I certify that I am a licensed professional land surveyor in the State of Idaho and that I have examined this plat and find that it complies with C. § 50-1305.

DATE \_\_\_\_\_

Steve Rounds P.L.S. No. 12640  
BONNEVILLE COUNTY SURVEYOR

## SURVEYOR'S CERTIFICATE

Rodney L. Ellsworth, a licensed Professional Land Surveyor in the State of Ohio do hereby certify that the survey of this subdivision, designated as Cambridge Terrace Park, Division No. 1, Fourth Amended Plat was made under my direction, and that said subdivision is truly and correctly surveyed and stated as provided by law and in accordance with the accompanying plat as so described hereon.



**TREASURER'S CERTIFICATE**

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, pursuant to the requirements of I.C. § 50-1308, do hereby certify that all County property taxes due for the property included in this project are current.

Date: \_\_\_\_\_

# RECORDER'S CERTIFICATE

I hereby certify that the foregoing plat of Cambridge Terrace Park, Addition, Division No. 1, Fourth Amended Plat, was filed in the Office of the Recorder of Bonneville County, Idaho on the \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_ and recorded under Instrument \_\_\_\_\_.

2000

Bonneville County Recorder

## OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that the undersigned Draw LLC, an Idaho Limited Liability Company, is the lawful owner of the tract of land included within the boundary description shown hereon and has caused the same to be platted and divided into blocks, lots and streets, which plat shall hereafter be known as Cambridge Terrace Park Addition, Division No. 1, Fourth Amended Plat, an addition to the City of Idaho Falls, Bonneville County, Idaho.

**B**E IT FURTHER KNOWN, that it does hereby dedicate grant and convey to the public, its heirs and assigns forever, that it does hereby intend that it shall have no right or claim in or to the land so granted and conveyed; and that the City and County of Chicago follow such dedication and conveyance in the usual and peaceful possession of the public or the City of Idaho Falls, as the case may be, against said owner and his heirs and assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held certain rights in said estate of the date hereof.

Owner, and its heirs and assigns, agree they will construct no permanent structure within \_\_\_\_\_ upon any public utility easement shown thereon, and the City of Santa Rosa and its successors, assigns or parties shall also have the right, at the owner's or its heirs' successors or assigns' expense, to remove, cut or trim any tree or trees, shrub or shrubs, or any other plant which may injure or interfere with the use, benefit or safety of the intended easement.

IN WITNESS WHEREOF, it has hereunto set the signature this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

## ACKNOWLEDGEMENT

STATE OF IDAHO )  
COUNTY OF BONNEVILLE ) ss:

[illegible]

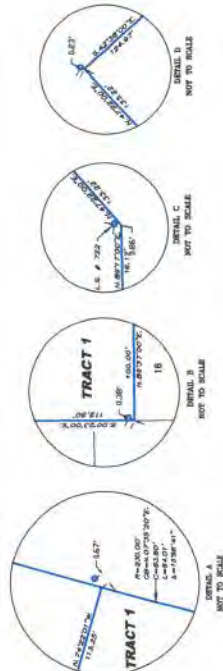
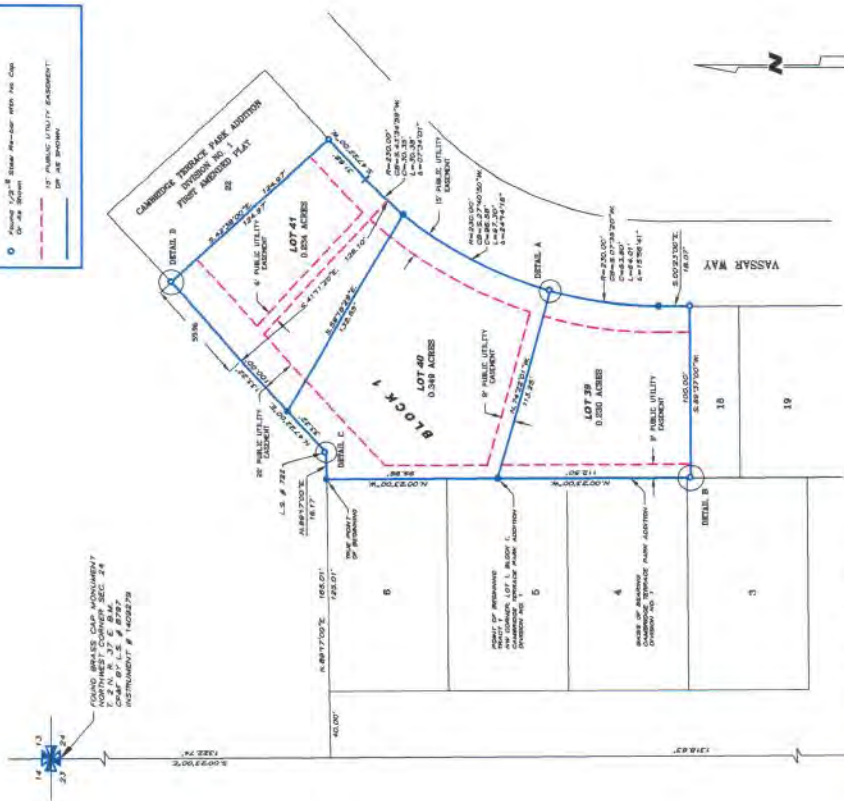
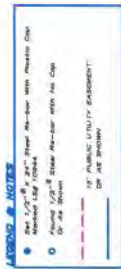
Notary Public for the State of Idaho  
Residing at:  
Commission Expiration Date:

# DRINKING WATER SYSTEM CERTIFICATE

Pursuant to I.C. § 50-1334, we, the owners, certify that the lots shown on this plat are eligible to receive water from the City of Idaho Falls municipal water system, and said city has agreed in writing to provide culinary water service to said lots pursuant to the provisions of Title 8, Chapter 4 of the Idaho Falls City Code as amended from time to time.

IN WITNESS WHEREOF, we have hereunto set our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Kevin E. Ward

[illegible]

CONTAINING: 35.406 Sq. Ft. or 0.813 acres.

IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT  
**FINAL PLAT**  
**Cambridge Terrace Park Addition, Division 1, Fourth Amended**  
**July 11, 2017**



**Applicant:** Ellsworth & Associates, PLLC

**Location:** Generally south of West Broadway, west of S Saturn Ave., north of Pancheri Dr., and east of S Skyline Dr.

**Size:** .813 acres

**Lots:** 3

**Existing Zoning:**

Site: R-2A, RMH

North: R-2A, R-3

South: R-2A

East: RMH

West: R-2, R-2A

**Existing Land Uses:**

Site: Residential

North: Residential

South: Residential

East: Residential

West: Residential

**Future Land Use Map:**

Higher Density Residential

**Attachments:**

1. Maps and aerial photos
2. Subdivision Plat

**Requested Action:** To **recommend** to the Mayor and City Council approval of the final plat for Cambridge Terrace Park, Division 1, Fourth Amended.

**History:** This area was last platted in 1978 as a single lot. Since that time the individual units were included in a condominium plat. All of the condominium units and common area are currently under that same ownership. The applicants would now like to replat the property.

**Staff Comments:** The property is zoned R-2A and RMH and currently includes nine townhome units. The proposed plat includes three lots which comply with the minimum requirements of their respective zones. Access to the property will remain the same with direct access coming from Vassar way.

**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.	NA
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	NA

## **Zoning Ordinance:**

### **10-3-12: R-2A RESIDENCE ZONE**

#### **(A) General Objectives and Characteristics.**

The objective in establishing the R-2A Residence Zone is to designate appropriate areas within the City where the residential density is limited to eight (8) families on any given lot. In general, this Zone is situated in the central part of the City where the need for rental units is greatest, and along major streets on the borders of 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-2A Zone:

#### **(B) Use Requirements. The following uses shall be permitted in the R-2A Zone:**

- (1) Any use permitted in the RP, RP-A, R-1 and R-2 Zones.
- (2) Rest homes for not more than ten (10) guests.
- (3) Foster family care homes.
- (4) Single-family attached dwellings.
- (5) Residence courts containing not more than eight (8) dwelling units. Apartment buildings containing not more than eight (8) dwelling units.
- (6) Wall signs showing only the name and address of the building, not to exceed ten percent (10%) of total area of building front and directional signs not to exceed two square feet (2 ft<sup>2</sup>) in area and maximum height four feet (4') feet above grade to top of sign.

**(C) Area Requirements.** An area of not less than five thousand square feet (5,000 ft<sup>2</sup>) shall be provided and maintained for each one-family dwelling; six thousand square feet (6,000 ft<sup>2</sup>) for a two-family dwelling; and seven hundred and fifty additional square feet (750 ft<sup>2</sup>) for each unit above two (2) dwelling units. For rest homes, an area of at least six thousand square feet (6,000 ft<sup>2</sup>) shall be provided, plus two square feet (2 ft<sup>2</sup>) of lot area for each square foot of floor space in the building in excess of one thousand square feet (1,000 ft<sup>2</sup>).

**(D) Width Requirements.** The minimum of any building site for dwellings shall be fifty feet (50') measured at the building setback line, and sixty feet (60') for units with two (2) or more dwellings. The minimum width for any building site for a rest home or other main building shall be sixty feet (60') feet, plus five feet (5') feet of additional width for each one hundred square feet (100 ft<sup>2</sup>) of floor area devoted to bedrooms for the accommodation of guests or roomers.

### **10-3-29: RMH RESIDENTIAL MOBILE HOME ZONE**

#### **(B) General Objectives and Characteristics.**

The objective in establishing the RMH Zone is to provide an environment within the City which is characterized by the somewhat denser residential environment than is characteristic of the other residential Zones. A mobile home subdivision, mobile home court, or travel trailer court are special facilities specifically designed to accommodate mobile and/or manufactured homes, or recreational vehicles which may not conform to the requirements for permanent location within other residential Zones within the City. It is the intent of the travel trailer provisions to provide safe, sanitary, and attractive facilities for the tourist to park a recreational vehicle while visiting the City. Any mobile home which has been legally established and which was in use at the time of the effective date of this Zoning Code shall be deemed to be a non-conforming use. Such non-conforming use may be continued notwithstanding the fact that it may not comply with the provisions of this Zoning Code, provided that such non-conforming use does not constitute a hazard to health or a nuisance. Such non-conforming use shall not be extended, changed or enlarged except in compliance with this Zoning Code.



If any mobile home or mobile home court was illegally established at the effective date of this Zoning Code, the enactment of this Zoning Code shall not be deemed to render such use legal unless it is expressly authorized by the terms of this Zoning Code.

(C) Use Requirements. The following uses shall be permitted in the RMH Zone:

(1) Any use permitted in the R-1 Residence Zone.

(2) Mobile Home Subdivisions when approved by the Planning Commission and Council as required by this Zoning Code.

(3) Mobile Home Courts when approved by the Planning Commission and Council as a PUD, as required in Section 510 of this Zoning Code.

(4) Travel Trailer Courts when approved by the Planning Commission and Council as required by this Zoning Code.

(5) It shall be unlawful for any person to locate or maintain a mobile home or travel trailer on any lot in the City of Idaho Falls and to use the same for human habitation, except as follows:

(a) A mobile home may be located in a mobile home court or in an approved mobile home subdivision.

(b) A travel trailer may be located in a travel trailer court.

(D) Location Requirements.

No mobile home shall be located closer than thirty feet (30') from a public street.

**4. PLAT 17-015. Final Plat, Cambridge Terrace Park, Division 1, 4<sup>th</sup> Amended.** Beutler presented the staff report, a part of the record. Black asked why they are doing a replat. Beutler deferred to the applicant, but indicated that they would like to not have condominium and rather have separate lots.

**Applicant: Steve Ellsworth, Ellsworth and Associates, 253 1<sup>st</sup> Street, Idaho Falls, Idaho.** Ellsworth indicated that the reason for the re-plat is to separate out the condominium units so they can be sold separately. Dixon asked if the property is currently owned by a condominium association. Ellsworth indicated that it is currently one block and owned by the people re-platting and they want to separate the property so they can sell in the future.

Swaney stated that this is part of the American spirit of private enterprise and making money.

Dixon asked if the plat includes a cross access agreement between the lots. Beutler indicated that it does not, but each lot has frontage onto Vassar Way so it is not necessary. Beutler indicated that there is a driveway to the back, but each parcel has driveways and garages on Vassar.

**Swaney moved to recommend to the Mayor and City Council approval of the Final Plat for Cambridge Terrace Park, Division 1, 4<sup>th</sup> Amended as presented, Black seconded the motion and it passed unanimously.**

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

**FINAL PLAT OF CAMBRIDGE TERRACE PARK ADDITION, DIVISION 1, FOURTH AMENDED, DIVISION NO 9 LOCATED GENERALLY SOUTH OF WEST BROADWAY, WEST OF S SATURN AVE., NORTH OF PANCHERI DR., AND EAST OF S SKYLINE DR.**

**WHEREAS**, the applicant filed an application for a final plat on June 12, 2017; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 11, 2017; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on July 27, 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 .813 acre parcel located generally south of West Broadway, west of S Saturn Ave., north of Pancheri Dr., and east of S Skyline Dr.
3. The subdivision includes three lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R-2A and RMH Zones.
5. 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 Cambridge Terrace Park Addition, Division 1, Fourth Amended.

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

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

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Rebecca L. Noah Casper, Mayor



## MEMORANDUM

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**TO:** Honorable Mayor and Council

**FROM:** Brad Cramer, Community Development Services Director

**DATE:** July 24, 2017

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

---

Attached is the application for a Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Hollipark, Division No. 3. The Planning and Zoning Commission considered this items at its February 7, 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
- Final Plat
- Staff Report, February 7, 2017
- P&Z Minutes, February 7, 2017
- Development Agreement
- Reasoned Statement of Relevant Criteria and Standards

BGC-071-17

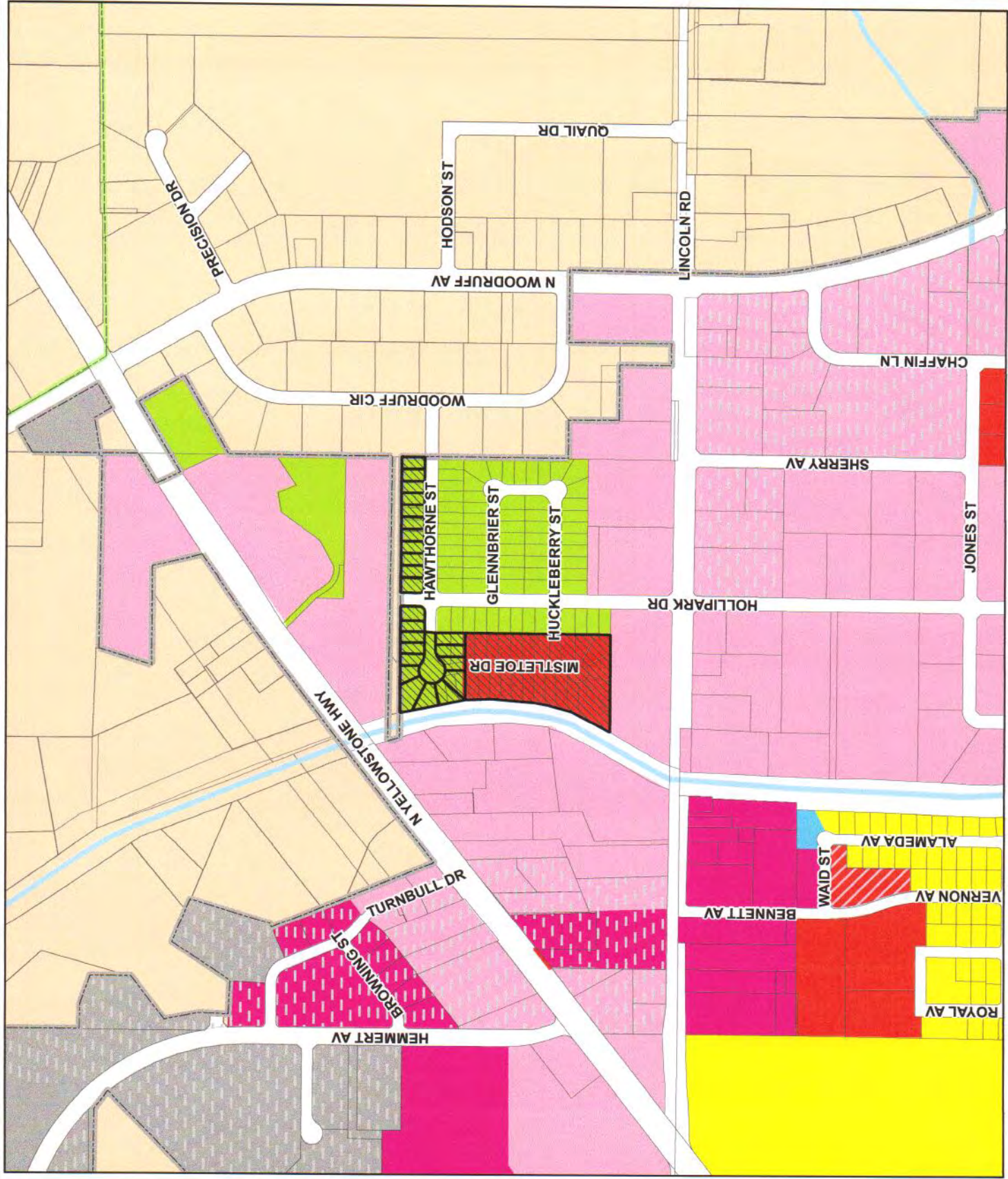
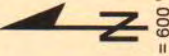


**Legend**

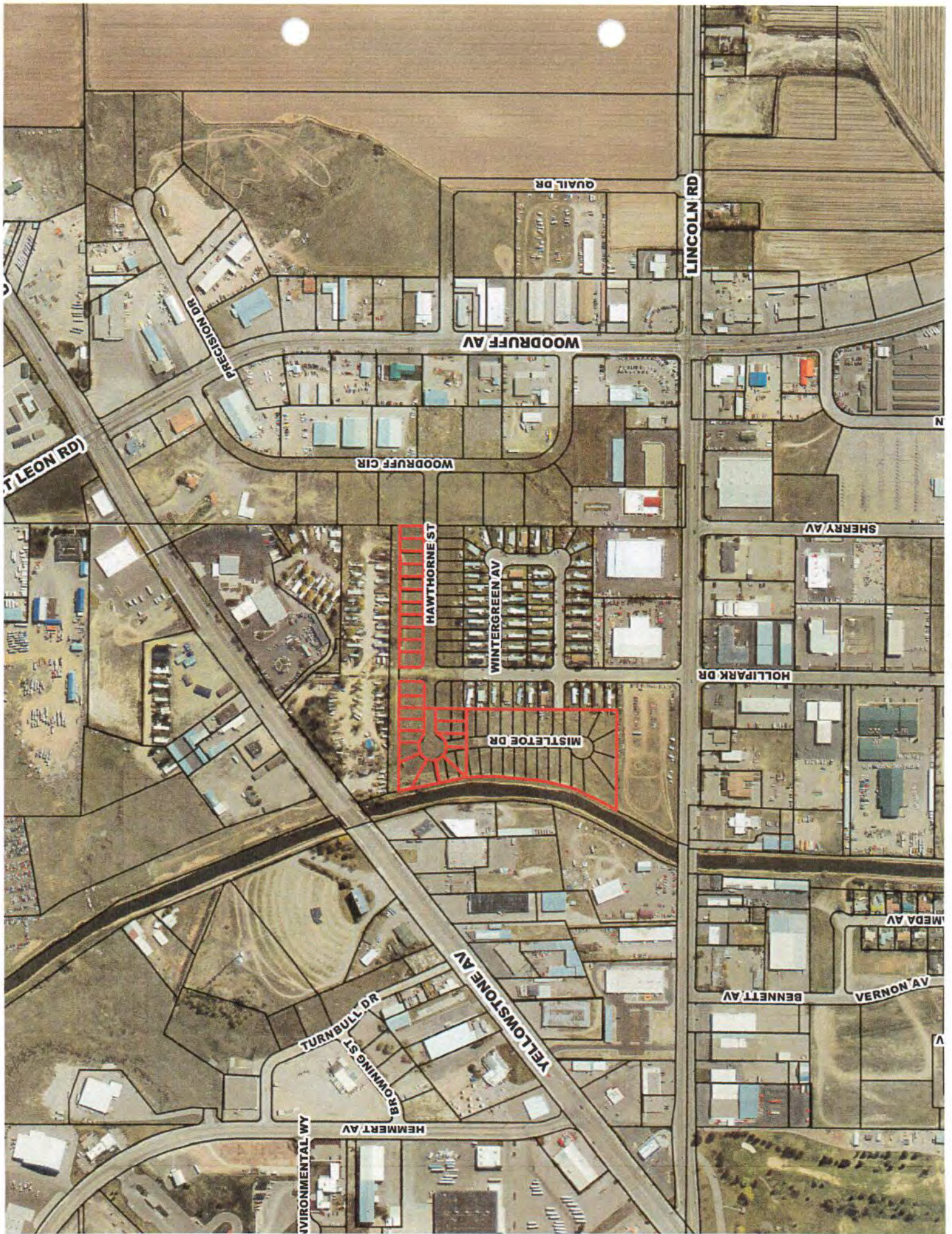
-  Site
-  RP
-  RP-A
-  R-1
-  R-2
-  R2A
-  R-3
-  R-3A
-  PB
-  MS
-  RSC-1
-  C-1
-  HC-1
-  CC-1
-  GC-1
-  R&D-1
-  M-1
-  I&M-1
-  I&M-2
-  RMH
-  PT-1
-  PT-2
-  PT-2 & T-1
-  PUD
-  T-1
-  T-2
-  30' Setback
-  50' Setback
-  City Limits
-  Area of Impact

**IDAHO FALLS**

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













IDAHO FALLS PLANNING COMMISSION STAFF REPORT

Hollipark Addition, Division 3

Being a re-plat of portions of Division No. 1 and 2,

Seconded Amended

July 1, 2014



Planning and  
Building Division

**Applicant:** Harper-Leavitt  
Engineering Inc.

**Location:** West and north of  
Hollipark Drive, north of  
Lincoln Road

**Size:** Approx. 9.32 acres

**Existing Zoning:**

Site: RMH

North: HC-1/RA-1

Residential Agricultural  
(County)

South: HC-1/RMH

East: RMH/C-2 General  
Commercial (County)

West: HC-1

**Existing Land Use:**

Site: Vacant

North: Residential

South: Residential/  
Commercial

East: Residential/Vacant

West: Commercial

**Future Land Use Map:**

Higher Density Residential

**Attachments:**

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

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

**Staff Comments:** The area is currently zoned RMH,  
Residential Mobile Home Zone. Hollipark Addition,  
Divisions 1 and 2 were platted in 1978 and included 114  
mobile home lots. Currently only 54 of those lots have been  
developed. The applicant would now like to replat the  
undeveloped portions of the subdivision, removing some  
rights-of-way and combining some lots.

The replat reduces the number of mobile home lots by 22  
leaving a total of 92 mobile home lots, including the 54 lots  
previously developed. The replat also includes the vacation  
of Mistletoe Drive, Primrose Lane and a portion of  
Huckleberry Street. The west side of Hawthorne Street will  
be modified into a complete cul-de-sac instead of connecting  
to Mistletoe Drive. The east end of Hawthorne Street will  
connect with Woodruff Circle, an unconstructed county  
right-of-way. A temporary turn-a-round will need to be  
constructed on this end of Hawthorne until the connection  
with Woodruff Circle is complete. Additional emergency  
access can be provided through Hollipark Drive through the  
mobile home development to the north. This arrangement  
has existed in the past with the development of the mobile  
home park. The applicant will need to continue to secure the  
emergency access for this phase of the development.

The properties along Mistletoe Drive will be combined to  
create one large lot intended for a future commercial use.  
These properties are difficult for residential development as  
there are large rock deposits throughout the property that are  
close to the surface. Access to this property will come from  
the remaining Huckleberry Street.

All of the lots within the amended plat meet the minimum  
requirements of the RMH Zone. Staff has reviewed the plat  
and finds it in compliance with the subdivision ordinance.

The objectives of the RMH Zone are to:

The objective in establishing the RMH Zone is to provide an environment within the City which is characterized by the somewhat denser residential environment than is characteristic of the other residential zones. A mobile home subdivision, mobile home court, or travel trailer court are special facilities specifically designed to accommodate mobile and/or manufactured homes, or recreational vehicles which may not conform to the requirements for permanent location within other residential zones within the City. It is the intent of the travel trailer provisions to provide safe, sanitary, and attractive facilities for the tourist to park a recreational vehicle while visiting the City.

### 8-3 MOBILE HOME SUBDIVISIONS

All mobile home subdivisions must be approved by the Planning Commission and by the City Council and shall be made to comply with the provisions of the Subdivision Ordinance and the R-1 requirements of Ordinance No. 852 (1941) shall apply, with the following exceptions:

- A. The minimum lot size in a mobile home subdivision shall be five thousand (5,000) square feet.
- B. The minimum size of a mobile home subdivision shall be five (5) acres.
- C. Each dwelling shall be required to have off-street parking for a minimum of two (2) cars, and such parking shall be hard-surfaced.
- D. Use Requirements. Any use permitted in the RP, RP-A, and R-1 Residence Zones.
- E. No dwelling or add-on shall be closer than ten (10) feet to a side property or lot line.
- F. A rear yard of twenty-five (25) feet will be required except that a minimum rear yard of fifteen (15) feet will be accepted if one of the required side yards is a minimum of twenty-five (25) feet.

**Subdivision Ordinance:** Boxes with an "X" indicated compliance with the ordinance

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



Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	NA
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	NA No new streets



## MEMORANDUM

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**TO:** Planning and Zoning Commission

**FROM:** Kerry Beutler, Assistant Planning Director

**DATE:** January 31, 2017

**RE:** Hollipark Addition Division No. 3

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The Planning Commission and City Council approved this plat in 2014. The plat was never recorded because the applicant was not able to secure a secondary fire access. The secondary access has now been secured with the property owner to the north, see attached Improvement Drawings. The applicant is seeking an extension from the City Council to allow them to record the plat. Because of the time since the Planning Commission's approval recommendation staff has recommended the plat be placed on the Commission's agenda for a confirmation that there are no additional issues.

The plat continues to meet the minimum standards of the RMH and C-1 Zones and the subdivision ordinance. Staff would recommend approval of the plat extension.

Encl: Plat Map  
Improvement Drawing  
Zoning Map  
2014 Staff Report



**2. PLAT 17-001: FINAL PLAT. Hollipark Addition, Division No. 3.** Beutler presented the staff report. Wimborne asked if the Commissions' action is to recommend to the Mayor and City Council that they get an extension, or to approve the extension. Beutler stated that the action of the Commission is to state that they are still ok with the way the plat is laid out and the recommendation would still be approval of the plat and the Commission is ok with the extension.

**Applicant: Darryl Kofoed, 985 Capital Ave., Idaho Falls, Idaho.** Swaney asked Kofoed about the secondary access crossing the canal. Kofoed stated that it is strictly a fire lane, and it will be signed as such. Kofoed showed on the map where the secondary fire lane access will go. Kofoed stated that the access exists and is an all-weather surface. Morrison asked if there are bollards on the access. Kofoed stated that there is only signing now. Kofoed stated that people in the trailer park will probably use the road even though it says fire lane.

Swaney moved to recommend to the Mayor and City Council that the Planning Commission would encourage them to extend the platting period to allow the final plat to be recorded as originally intended in 2014, Black seconded the motion and it passed unanimously.

DEVELOPMENT AGREEMENT  
HOLLIPARK ADDITION, DIVISION NO. 3

This DEVELOPMENT AGREEMENT, HOLLIPARK ADDITION, DIVISION NO. 3, (hereinafter called "AGREEMENT"), is made this \_\_\_\_\_ day of March, 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 MSC Hollipark Two, LLC, a limited liability company, (hereinafter called "DEVELOPER"), P.O. Box 388, Inkom, Idaho 83245.

WITNESSETH:

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

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

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

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

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

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

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

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

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

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will



and accord, without coercion and without inducement and at DEVELOPER's request; and,

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

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

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

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

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

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

5. **Inspection.** DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licenses within the State of Idaho to supervise, inspect and test the



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

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

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

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



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

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

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

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

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



demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

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

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

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

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

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

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

- E. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

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

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

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

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

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

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

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

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



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

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

ATTEST:

CITY OF IDAHO FALLS

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

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

DEVELOPER

By Mike Garrett  
Mike Garrett

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 2<sup>nd</sup> day of March, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Mike Garrett, 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)



Robert D. Cox  
Notary Public of Idaho  
Residing at: Idaho Falls  
My Commission Expires: July 17, 2020

**"EXHIBIT A"**  
**HOLLIPARK ADDITION DIVISION NO. 3**

PART OF HOLLIPARK ADDITION DIVISIONS 1 & 2, AND THE FIRST AMENDED PLAT OF HOLLIPARK ADDITION DIVISION NO. 2 TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, BEING IN THE SE1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M., DESCRIBED AS;

BEGINNING AT THE NW CORNER OF LOT 32, BLOCK 5 OF THE SAID FIRST AMENDED PLAT OF HOLLIPARK ADDITION DIVISION NO. 2, THAT IS N89°34'28"W 1409.52 FEET (RECORD N89°34'38"W 1409.52') ALONG THE SECTION LINE AND N20°22'41"E 83.83 FEET AND N30°08'10"E 276.50 FEET TO A FOUND IRON ROD (RECORD N30°07'34"E 276.65') TO THE TRUE POINT OF BEGINNING, FROM THE SE CORNER OF SAID SECTION 8 AND RUNNING THENCE ALONG THE WEST AND NORTH BOUNDARIES OF FIRST AMENDED HOLLIPARK DIVISION NO. 2 AND HOLLIPARK ADDITION DIVISION 1 THE FOLLOWING NINE (9) COURSES; (1) N 30°05'43"E 34.01 FEET TO A FOUND IRON ROD (RECORD N30°07'34"E 33.92'); (2) THENCE N26°18'11"E 165.84 FEET TO A FOUND IRON ROD (RECORD N26°17'28"E 165.84'); (3) THENCE N14°58'36"E 108.22 FEET TO A FOUND IRON ROD (RECORD N15°00'17"E 108.27') (4) THENCE N10°47'32"E 63.02 FEET TO A FOUND IRON ROD (RECORD N10°40'43"E 63.08'); (5) THENCE N04°45'19"E 192.86 FEET TO A FOUND IRON ROD (RECORD N04°45'33"E 192.88'); (6) THENCE N02°37'01"W 120.61 FEET TO A FOUND IRON ROD (RECORD N02°37'26"W 120.57'); (7) THENCE N11°31'23"W 301.26 FEET TO A FOUND IRON ROD (RECORD N11°31'47"W 301.46'); (8) THENCE S89°45'27"E 271.10 FEET TO A FOUND IRON ROD (RECORD S89°43'43"E 271.07'); (9) THENCE S89°44'20"E 895.97 FEET (RECORD S89°43'43"E 896.00') TO THE NE CORNER OF HOLLIPARK ADDITION DIVISION NO. 1 ON THE EAST BOUNDARY OF SAID SECTION 8; THENCE S00°21'31"W 105.13 FEET ALONG THE EAST BOUNDARY OF SAID DIVISION NO. 1 TO A FOUND IRON ROD ON THE NORTH LINE OF HAWTHORNE STREET; THENCE N89°44'05"W 600.02 FEET (RECORD N89°43'43"W 600.00') ALONG SAID NORTH LINE OF HAWTHORNE STREET TO A POINT OF CURVE BEING A FOUND IRON ROD; THENCE TO THE RIGHT ALONG SAID CURVE 31.78 FEET (CURVE DATA DELTA=91°02'40" RADIUS=20.00') CHORD BEARS N44°12'03"W 28.54 FEET; THENCE N00°23'57"E 84.71 FEET ALONG THE EAST LINE OF HOLLIPARK DRIVE; THENCE N89°44'20"W 60.00 FEET (RECORD N89°43'43"W 60.00'); THENCE S00°15'25"W 85.09 FEET ALONG THE WEST LINE OF HOLLIPARK DRIVE TO A FOUND IRON ROD, BEING A POINT OF CURVE; THENCE TO THE RIGHT ALONG SAID CURVE 37.44 FEET (CURVE DATA DELTA=86°29'12" RADIUS=24.80') CHORD BEARS S43°30'01"W 33.98 FEET; THENCE N89°43'43"W 92.75 FEET ALONG THE NORTH LINE OF HAWTHORNE STREET; THENCE S04°41'45"W 50.26 FEET TO A FOUND IRON ROD AT THE NW CORNER OF LOT 7, BLOCK 6 OF SAID HOLLIPARK ADDITION DIVISION NO. 1; THENCE S00°17'07"W 793.00 FEET TO A FOUND IRON ROD AT THE SW CORNER OF LOT 31, BLOCK 5 (RECORD S00°16'17"W 793.00'); THENCE N89°43'43"W 443.11 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 9.166 ACRES.



## EXHIBIT "B"

### SPECIAL CONDITIONS FOR HOLLIPARK ADDITION DIVISION NO. 3

**S-C 1.00 Arterial Street and Bridge Fees.** This Subdivision was annexed prior to July 20, 1978, and therefore the Arterial Road & Bridge Fee is not required to be paid.

**S-C 2.00 Surface Drainage Fee.** The surface drainage fee for this Subdivision is Two Thousand Eight Hundred Sixty-Three Dollars and Eighty-Five Cents (\$2,863.85) (381,847 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	\$ 286.39
June 1, 2017	\$ 644.37
September 1, 2017	\$ 644.37
December 1, 2017	\$ 644.37
March 1, 2018	<u>\$ 644.35</u>
<b>TOTAL</b>	<b>\$2,863.85</b>

**S-C 3.00 Access.** Access to Hollipark Addition, Division No. 3 shall conform to the Idaho Falls Access Management Policy. If access is to be shared with adjacent properties, DEVELOPER shall enter into cross access easements with the adjacent property owners.

**S-C 4.00 Storm Drainage.** Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall conform to the CITY Storm Drainage Policy.

**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 shall 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. Any request for the buy-out is to be initiated by DEVELOPER after annexation.

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

### **FINAL PLAT FOR HOLLIPARK ADDITION, DIVISION 3, LOCATED WEST AND NORTH OF HOLLIPARK DRIVE, NORTH OF LINCOLN ROAD**

**WHEREAS**, the applicant filed an application for a final plat on May 29, 2014 and February, 2017; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on July 1, 2014 and February 2, 2017; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 27, 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 Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 9.32 acres and is located west and north of Hollipark Drive, north of Lincoln Road.
3. Zoning designations within this area include both RMH, accommodating the mobile home park uses, and HC-1 for the commercial uses.
4. The property was platted as a mobile home park in 1978. The re-plat reduces the 114 originally platted mobile home lots by 22 leaving a total of 92. Fifty four of those lots were previously developed.
5. The Comprehensive Plan identifies this area as Higher Density Residential with a commercial designation surrounding it.
6. The final plat complies with the purposes set forth within the Subdivision Ordinance of the City of Idaho Falls.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the plat for Hollipark Addition, Division 3.

**PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS**  
**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017**

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Rebecca L. Noah Casper, Mayor



## MEMORANDUM

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**TO:** Honorable Mayor and Council

**FROM:** Brad Cramer, Community Development Services Director

**DATE:** July 24, 2017

**RE:** Site Plan in an RSC-1 Zone for KJ's Super Wash Vacuums and Reasoned Statement of Relevant Criteria and Standards

---

Attached is the application for a Site Plan in an RSC-1 Zone for KJ's Super Wash Vacuums and Reasoned Statement of Relevant Criteria and Standards. The Planning and Zoning Commission considered this items at its July 11, 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
- Site Plan
- Staff Report, July 11, 2017
- P&Z Minutes, July 11, 2017
- Reasoned Statement of Relevant Criteria and Standards

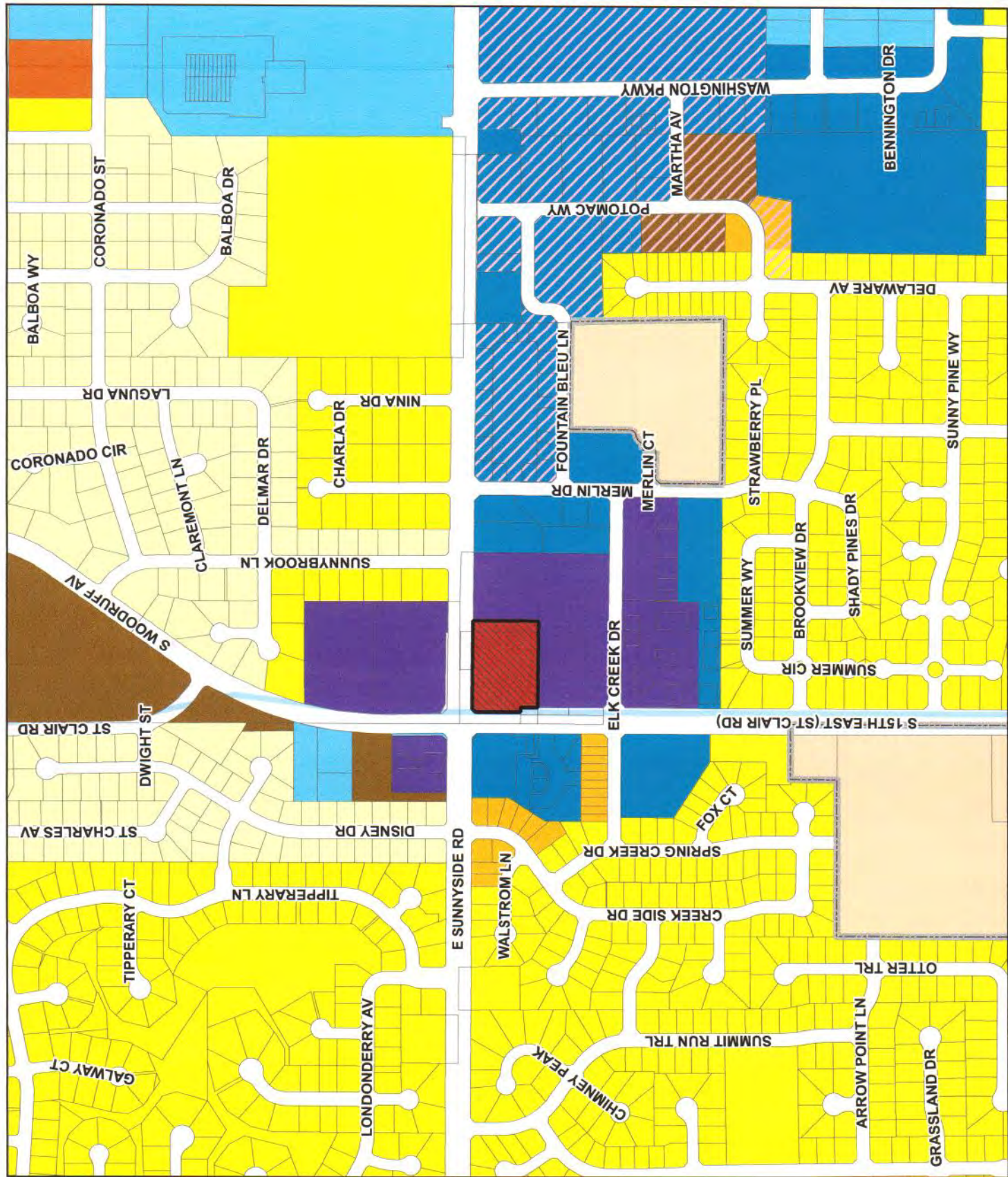
BGC-070-17



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

IDAHO FALLS

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













IDAHO FALLS PLANNING COMMISSION STAFF REPORT

**Final Site Plan Review**  
**KJ'S Super Wash Vacuums**  
**NW1/4, SEC 33, T 2N, R 38E**  
**July 11, 2017**



Community  
Development  
Services

**Applicant:** Zane  
Powell (Conrad &  
Bishoff, Inc.)

**Location:** Generally  
south of E Sunnyside  
Rd., west of Merlin  
Dr., north of Elk  
Creek Dr., and east of  
S 15th E

**Size:** Approx. 2.74  
acres

**Existing Zoning:**  
Site: RSC-1  
North: MS, R-1  
South: MS  
East: MS  
West: PB

**Existing Land Use:**  
Site: Vacant  
North: Vacant/  
Residential  
South: Vacant  
East: Vacant  
West: Professional  
Business

**Attachments:**

1. RSC-1 Site Plan  
Requirements
2. Site Plan
3. Maps
4. Photos

**Requested Action:** Recommend to Mayor and City Council **Approval**  
of final site plan.

**History:** The following was approved at the end of year in 2006. A  
rezone of 1 acre from C-1 to RSC-1, accompanying a 1.42 acre request  
for annexation, with an initial zoning of RSC-1, and Final plat – KJ's  
Sunnyside, Division No.1.

**Staff Comments:** The proposal includes the construction and  
installation of additional vacuums for KJ'S Super Wash. The RSC-1  
Zone District allows for the use with recommendation by the Planning  
Commission and approval from the City Council. In addition to the  
vacuums; landscape, storm water storage, concrete walks, curb &  
gutter, drive aisle, and parking spaces will be added to the site. The site  
appears to conform to the minimum requirements of the City of Idaho  
Falls.

KJ's is a portion of a neighborhood community business commercial  
node consistent with the City of Idaho Falls comprehensive plan.

**Staff Recommendations:** approval with the conditions that access is  
one way onto Antler Drive, and storm water storage calculations and  
graphic representation are corrected on the drawings.

## **10-3-16: RSC-1 RESIDENTIAL SHOPPING CENTER ZONE**

### **(A) General Objectives and Characteristics.**

The objective in establishing the RSC-1 Residential Shopping Center Zone is to encourage shopping facilities which supply daily household items to locate near residential areas. Inasmuch as this Zone is usually surrounded by dwellings, it shall be characterized by a harmonious grouping of stores, shops and professional buildings; surrounded by lawns, trees, and shrubs planted and maintained in harmony with the surrounding residential areas. Clean, well-lighted parking lots and attractively maintained business buildings shall also be characteristics of this Zone.

### **(C) Use Requirements.**

- (1) Uses permitted in the RSC-1 Residential Shopping Center Zone shall be limited to those uses which shall harmonize with the intent of the Zone. Accordingly, only the following uses shall be permitted in the RSC-1 Residential Shopping Center Zone in accordance with a development plan which has been approved by the Planning Commission and Council:

Service Stations

Accessory uses and buildings ordinarily pertinent to any of the aforementioned uses.

### **(I) Special Provisions.**

- (1) Development Time. It is intended the improvements as shown on the final site plan shall be started within a period of twenty-four (24) months after such plan is approved and shall be completed and ready for occupancy within a period of thirty-six (36) months from the date of Zone designation by the Council. In case of failure to properly construct the improvements covered by the bond within the time specified, the City may declare the bond forfeited. The Council may also reclassify into another Zone any or all of the territory covered by the Zone, if actual development and completion does not occur within the specified time.
- (2) Landscaping. The privilege of providing the services to their residents in the surrounding neighborhood carries with it a corresponding responsibility to construct and maintain the premises in harmony with the characteristics of the surrounding Zone. Therefore, a landscaped strip of lawn or shrubbery and/or trees, at least thirty feet (30') in width for a shopping center containing more than five (5) acres or not less than fifteen feet (15') in width for a shopping center containing less than five (5) acres where recommended by the Planning Commission, shall be provided and maintained along the entire length of any street within the zone, and along the development side of any street bordering said development, except for permitted driveways. The landscaping plan shall show the location and species of all plants along with plans for sprinkler irrigation and other landscape features.
- (3) Storage. All storage and activities, except loading and unloading, and automobile parking and refueling, shall be conducted entirely within a building, provided that Christmas trees and other seasonal items may be stored and sold outside of a building.
- (4) Maintenance of Premises. No dust, odor, smoke, vibration or intermittent light, glare, or noise shall be permitted which is discernable beyond the premises, except from normal movement of automobile traffic.
- (5) Off-Street Parking Space. All off-street parking and loading spaces shall be hard surfaced. No off-street parking space shall be located in between a street and any building unless the building is located at least sixty feet (60') from the street. Bumper guards or curbs shall also be provided along the edges of the off-street parking spaces, as required by the Planning Commission, so as to protect the landscaping.



- (6) Residential Buildings, Churches, Schools, and Industrial Uses and Buildings shall not be permitted in any RBC-1 Zone.
- (7) Building Standards. All buildings shall be designed by persons authorized in the State of Idaho to design commercial buildings and shall be constructed so as to be architecturally harmonious, in the opinion of the Planning Commission, with the characteristics of the surrounding area. Constructural plans showing architectural design and specifications of materials to be used on the exterior of all buildings to be constructed shall be submitted to, and approved by, the Planning Commission before issuance of any building permit. Where a parking area abuts adjacent residential property, a masonry wall, ornamental fence, or planter strip, as the Planning Commission shall determine to be most suitable, shall be erected. Additional landscaping may be required to further protect abutting land use or Zones.
- (8) Lighting. All lighting shall be indirect or shielded and so designed as to reflect away from adjoining residences.
- (9) Vehicular Access. No driveway shall be located closer than one hundred fifty feet (150') to the point of intersection of the front property line with the side property line which abuts upon a street, except the Planning Commission may authorize a lesser distance along a minor street when it can be shown that traffic congestion or hazards will not be increased thereby.
- (10) Ownership. All land in the proposed Residential Shopping Center shall be held in one (1) ownership or in unified control so that all landscaping, off-street parking space, and other common areas can be properly maintained.

**(K) Final Site Plan.**

After the preliminary development plan has been approved and after the Zoning of any necessary territories has been reclassified, the developer shall then submit a final site plan to the Planning Commission showing the following:

- (1) The preliminary development plan, all sewer and water utilities for the site, and all architectural drawings for all buildings with appropriate dimensions. In the event the developer desires to construct the shopping center in progressive stages, architectural drawings for the first stage only shall be required at this time.

A written comment in regards to the project: RSC117-001: RSC-1 SITE PLAN FOR A CAR WASH located on E Sunnyside Rd., west of Merlin Dr., north of Elk Creek Dr., and east of S 15<sup>th</sup> and legally described as:

Lot 2, Block1, KJ's Sunnyside Division 1, First Amended

We are property owners at 3210 Sunnybrook Lane adjacent to this location and very much unhappy with the existing car wash as present and future plans concerning this business. It is noisy and makes it very unpleasant for us to enjoy our backyard and patio.

Sincerely Richard R. and Gayleen Ellis

RECEIVED

JUL 07 2017

CITY OF IDAHO FALLS



**5. RSC1 17-001. RSC-1 Site Plan. Lot 2, Block 1, KJ's Sunnyside Division 1, 1<sup>st</sup> Amended.**

Beutler presented the staff report, a part of the record. Swaney asked about the landscape buffer on the east, not showing any trees, only grass. Beutler indicated that the landscaped area is too small for trees. Swaney stated that based on the letter, the north end near the storm retention pond could use some dense landscaping around the pond to minimize the nuisance noise for the neighbors. Beutler stated that there will be trees along Sunnyside on the north end, but not on the east between the two commercial developments. Black asked if it will add any additional landscaping requirements. Black stated that in the notes on #7 it states that additional landscaping may be required to further protect land use. Beutler stated that it doesn't automatically require it, but if it is something the Commission feels should be addressed, it can be. Beutler stated that they are meeting the minimum requirements of the City for landscaping. Beutler stated that the noise is concerning, but it is across Sunnyside and you do have the pathway system, as well as Sunnyside, and the noise from Sunnyside is as loud as the noise from the vacuums. Black asked Beutler to show where cars will enter and exit. Beutler showed on the site plan, showing that cars will enter the property on Sunnyside and as they come out of the carwash they can turn to the right. Black asked if it will be set that way, or can cars come and go all over. Beutler indicated that it will be set that way. Black asked if the other car washes in town have any landscaping to help with noise. Beutler indicated that he is not aware of landscaping. Black asked if there is room for additional landscaping. Beutler indicated that it is tight and what was proposed is the minimum for the development. Dixon asked if the existing vacuums had to have an approval when they were installed. Beutler stated that he doesn't believe that they went through an approval process. Black stated that the vacuums will be close to future businesses.

**Applicant: Zane Powell, 1885 Silver Horseshoe Drive, Rexburg, ID.** Powell is the construction manager for Conrad and Bischoff. Powell stated that when the property was developed there was a 50' strip that was kept so they could expand the car wash and that was part of the approval process and explanation. Powell stated that the vacuums were upgraded from the canister vacuums. Powell stated that this gas station is one of the busiest in the State of Idaho. Powell stated that on a hot day there are 12 cars lined up to get to the car wash. Powell stated that the new car washes force you out of the tunnel and into the row of vacuums, so if you buy a car wash you have access to the free vacuum. Powell stated that the way the vacuums are situated now, the fuel customers or the convenient store customers have access to the vacuums and it causes congestion. Powell indicated that this addition will simplify and will make easier access on and off Sunnyside and around the convenient store. Powell stated that as they come out of the car wash they will turn right and go to the vacuums against the building and then out to the Bucks Plaza and can exit, which will take congestion off the Sunnyside intersection. Dixon asked if the existing vacuums will be moved. Powell stated that the vacuums will stay and they will add additional vacuums to relieve the congestion. Dixon asked if there is anything to be done to silence the sounds of the vacuum. Powell showed the vacuum controls and canister. Powell stated that the motor for the vacuum will be tucked up against the building and the arms run down the existing car wash. Dixon asked what produces the noise on the vacuums. Powell stated that there is more noise out of the car wash and the air dryer at the end of the tunnel, than there will be with the vacuum canister. Black asked if there is room for landscaping on the left-hand side. Powell stated that there is a strip of landscaping, but it is not wide enough for trees, and trees do not work well around car washes and vacuum systems. Powell indicated that the first building that will be built in the Bucks Plaza will be the closest in proximity to the vacuums

and it will be an insurance office. Dixon asked about the strip of land that is not big enough to build on. Powell indicated that it is a storm drain/retention pond for Bucks Professional Plaza, and the retention pond for the existing KJ's.

Black stated that they might need to work on some parking.

**Morrison moved to recommend to the Mayor and City Council approval of the Site Plan for KJ's Sunnyside Division 1, 1<sup>st</sup> Amended as presented, Hicks seconded the motion and it passed unanimously.**

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

### **APPROVAL OF THE FINAL SITE PLAN WITHIN A RSC-1 ZONE DISTRICT LOCATED ON LOT 2, BLOCK 1, KJ'S SUNNYSIDE DIVISION 1, FIRST AMENDED FOR KJ'S SUPER WASH ADDITIONAL VACUUMS.**

**WHEREAS**, the applicant filed an application for a site plan on June 2, 2017; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on July 11, 2017; and

**WHEREAS**, this matter came before the Idaho Falls City council during a duly noticed public meeting on July 27, 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 City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximate 2.75 acres located generally south of E Sunnyside Rd., west of Merlin Dr., north of Elk Creek Dr., and east of S 15th E.
3. Surrounding properties are zoned medical services (MS), R-1 residential (R-1), and professional business office (PB).
4. The final site plan includes the vacuums, landscape, storm water storage, concrete walks, curb & gutter, drive aisle, striping, parking spaces, and required utilities.
5. The proposed site plan complies with the purposes set forth within the Zoning Ordinance of the City of Idaho Falls.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the final site plan as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

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

---

Rebecca Casper - Mayor





## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Jackie Flowers, General Manager

**DATE:** 07/24/17

**RE:** Updated Intermountain Power Superintendents Association Mutual Aid Agreement

Attached is the updated Mutual Aid Agreement developed by the Intermountain Power Superintendents Association. Idaho Falls Power executes agreements with neighboring utilities through different organizations to expand the network of utility assistance should an event require outside help.

Idaho Falls Power respectfully requests City Council approve the updated Mutual Aid Agreement and authorize the Mayor to execute the document.

Thank you.

C: City Clerk  
Municipal Services  
File

JRF/875/cw



## INTERMOUNTAIN POWER SUPERINTENDENTS ASSOCIATION MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the IPSA Members signing this Mutual Aid Agreement agree to render aid to any other Member as follows:

- 1) Request for aid. The Requesting Member agrees to make its request in writing to the Aiding member within a reasonable time after aid is needed and with reasonable specificity. The Requesting Member agrees to compensate the Aiding Member as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Members.
- 2) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Member. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station, the Aiding Member shall submit to the Requesting Member an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4) Charges to the Requesting Member. Charges to the Requesting Member from the Aiding Member shall be as follows:
  - a) Labor force. Charges for labor shall be in accordance with the Aiding Members standard policy regular and overtime hourly rates. The Aiding Member shall not charge for benefits provided to employees while working under this Mutual Aid Agreement.
  - b) Equipment. There will be no Charges for equipment, such as bucket trucks, digger derricks and other equipment used by the Aiding Member. If Equipment is rented, the actual cost of rental may be charged to the Requesting Member after written approval is received by Aiding Member. Actual fuel charges for equipment may be submitted.
  - c) Materials. All materials supplied by the Aiding Member shall be billed at their actual or replacement cost.
  - d) Transportation. The Aiding Member shall transport needed personnel and equipment by reasonable and customary means to the Requesting Members location and shall charge actual costs (wages at hourly rate, regular or overtime) for such transportation.
  - e) Fuel. Actual fuel costs incurred for transportation to, from and during this agreement may be submitted for reimbursement to the Requesting Member.
  - f) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the actual costs incurred by the Aiding Member.
- 5) Counterparts. The signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

IPSA Member Entity \_\_\_\_\_

Address \_\_\_\_\_

Authorized by \_\_\_\_\_ (please print)

Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Jackie Flowers, General Manager

**DATE:** 07/24/17

**RE:** BPA Energy Conservation Agreement, Contract No. 17ES-11495

Attached is the Energy Conservation Agreement (ECA) proposed between Bonneville Power Administration (BPA) and Idaho Falls Power. The current ECA is set to expire on September 30, 2017. This agreement provides for uninterrupted transition of energy efficiency projects across rate periods.

Idaho Falls Power respectfully requests City Council approve the Energy Conservation Agreement with BPA and authorize the Mayor to execute the document.

Thank you.

C: City Clerk  
Municipal Services  
File

JRF/874/cw





**ENERGY CONSERVATION AGREEMENT**  
**executed by**  
**BONNEVILLE POWER ADMINISTRATION**  
**and**  
**CITY OF IDAHO FALLS DBA IDAHO FALLS POWER**

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**Exhibit A    Notices and Contact Information**

This ENERGY CONSERVATION AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through BONNEVILLE POWER ADMINISTRATION (BPA); and CITY OF IDAHO FALLS DBA IDAHO FALLS POWER (Idaho Falls), a municipal corporation organized under the laws of the State of Idaho hereinafter individually referred to as "Party" or collectively referred to as the "Parties."

**RECITALS**

BPA is required by the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h (Northwest Power Act), to meet the net firm power load requirements of its customers in the Pacific Northwest.

Per the Northwest Power Act and consistent with the Pacific Northwest Electric Power and Conservation Planning Council's regional power plan, BPA pursues Conservation as a resource.

BPA is authorized to acquire cost-effective Conservation to reduce the firm power load requirements of its customers in the Pacific Northwest, and intends to do so by purchasing Energy Savings from Program Participants in accordance with the Energy Conservation Agreement.

Idaho Falls intends to implement Measures in accordance with the Implementation Manual and to report and sell the resulting Energy Savings to BPA.

This Agreement, including BPA's Energy Efficiency Implementation Manual as may be revised, provides the implementation, reporting, and payment requirements for BPA's portfolio of Energy Efficiency Measures.

The Parties agree as follows:

**1. TERM**

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2021, unless terminated earlier as provided in section 13, Termination. Performance by BPA and Idaho Falls shall commence on October 1, 2017, with the exception of those actions required prior to that date included in section 3(a) and section 3(b). All obligations under this Agreement shall be preserved until discharged or satisfied.

**2. DEFINITIONS**

Capitalized terms used in this Agreement shall have the meaning stated.

- (a) "Approved Invoice Payment Amount" means the sum of amounts in an invoice package that BPA determines has met the criteria in section 5(b) and section 5(c) and that BPA authorizes payment of per section 6.
- (b) "Available Implementation Budget" means the amount available for BPA to purchase Energy Savings from a specific Program Participant at a given point in time equal to the Program Participant's Initial Implementation Budget plus any applicable Rollover Amount plus or minus any applicable Implementation Budget Transfers minus any applicable Approved Invoice Payment Amounts.
- (c) "Conservation" means any reduction in electric power consumption as a result of increases in the efficiency of energy use, production or distribution, as defined in section 3(3) of the Northwest Power Act, and includes actual and planned Conservation.
- (d) "Energy Efficiency Incentive" or "EEI" means the aggregate program cost established by BPA for purchasing Energy Savings from all Program Participants within a Rate Period.
- (e) "Energy Savings" means amounts of Conservation that BPA has determined to be attributable to Measures implemented in a manner consistent with this Agreement.



- (f) "Implementation Budget Transfer" means an increase or decrease in a Program Participant's Available Implementation Budget as a result of a method of transferring funds as defined and allowed under this Agreement.
- (g) "Implementation Manual" means the publicly accessible BPA guidance document, as may be revised, that specifies: (1) the Measures that may be implemented by Program Participants, (2) the requirements and specifications for implementation of Measures, and (3) the obligations on BPA and the Program Participants related to the implementation, reporting, payment amounts, oversight, and evaluation of Energy Savings, including Self-Funded Energy Savings.
- (h) "Initial Implementation Budget" means the portion of an EEI established by BPA and effective at the beginning of a Rate Period to purchase Energy Savings from a specific Program Participant during that Rate Period.
- (i) "Measure" means any material, equipment, or activity identified in the Implementation Manual that a Program Participant may install or implement within its service area to achieve Conservation.
- (j) "Program Participant" means a BPA customer that has an Energy Conservation Agreement in effect.
- (k) "Rate Period" shall have the meaning as defined in BPA's Tiered Rate Methodology, as amended.
- (l) "Rollover Amount" means an amount of a Program Participant's budget remaining at the end of a given Rate Period that may carry forward to increase the amount of that Program Participant's Available Implementation Budget for the following Rate Period.
- (m) "Self-Funded Energy Savings" means Energy Savings for which a Program Participant chooses to not seek payment from BPA.

### 3. IMPLEMENTATION BUDGET

- (a) **Determination of EEI**  
By September 30, 2017, and no later than September 30 prior to the start of each Rate Period thereafter, BPA shall determine the EEI for the upcoming Rate Period.
- (b) **Notification of Idaho Falls' Initial Implementation Budget**  
By September 30, 2017, and no later than September 30 prior to the start of each Rate Period thereafter, BPA shall notify Idaho Falls of its Initial Implementation Budget for the upcoming Rate Period.

Each Rate Period, BPA shall establish Idaho Falls' Initial Implementation Budget based on Idaho Falls' Tier One Cost Allocator. For purposes of this

Agreement, the term Tier One Cost Allocator has the meaning as defined in BPA's Tiered Rate Methodology, as may be revised.

(c) **Rollover Amount**

As applicable and in accordance with the terms and conditions in the Implementation Manual, BPA shall calculate Idaho Falls' Rollover Amount and incorporate a Rollover Amount into Idaho Falls' Available Implementation Budget for each Rate Period. By November 15, 2017, and no later than November 15 every two years thereafter, BPA shall notify Idaho Falls of its applicable Rollover Amount for the remainder of the Rate Period.

(d) **Implementation Budget Transfers**

Idaho Falls may request an increase or decrease to its Available Implementation Budget through an Implementation Budget Transfer in accordance with the Implementation Manual.

If BPA, or the Parties together, establish a new project or program that allows Implementation Budget Transfers to Idaho Falls' Available Implementation Budget, then the terms and conditions of such project or program will be included in the Implementation Manual or as a new exhibit to this Agreement.

BPA shall provide notice to Idaho Falls stating the changes to Idaho Falls' Available Implementation Budget due to any Implementation Budget Transfers.

(e) **Notices and Notifications**

Notices sent under this section 3 shall be sent in accordance with Exhibit A, Notices and Contact Information.

In addition to the notices sent by BPA pursuant to sections 3(b), 3(c) and 3(d) above, Idaho Falls may request notification of its Available Implementation Budget at any time during the term of this Agreement.

4. **THE IMPLEMENTATION MANUAL**

The Implementation Manual is incorporated by reference and is made a part of this Agreement. BPA may unilaterally modify the Implementation Manual within the general scope of this Agreement and in accordance with the process stated in the Implementation Manual. BPA will provide notice of all modifications to Idaho Falls in accordance with the process stated in the Implementation Manual.

Idaho Falls may implement Measures to produce Energy Savings consistent with the Implementation Manual. Unless otherwise agreed, BPA shall use the Implementation Manual in effect on the Measure completion date when conducting its reviews pursuant to section 5(c) below.

## 5. INVOICING PROCESS

### (a) Documentation and Submittal of Invoice Packages

Idaho Falls shall comply with the documentation requirements in the Implementation Manual.

Unless the Parties agree otherwise, Idaho Falls shall execute and maintain a BPA Customer Portal Access and Use Agreement in order to submit invoice packages to BPA.

Whether seeking Self-Funded Energy Savings or for BPA payment for Energy Savings, Idaho Falls shall submit its invoice packages, including any required reports and documentation, in accordance with the reporting requirements in the Implementation Manual. If there is a disagreement regarding the completeness or accuracy of any submitted documentation, reports, or invoices, as applicable, then BPA shall work with Idaho Falls to resolve such issues.

If BPA determines that any Program Participant's third-party contractor falsified information reported to BPA, then BPA shall have the right to prohibit all Program Participants from reporting Measures implemented with the assistance of that contractor. If such action is taken, then BPA will notify all Program Participants in accordance with Exhibit A.

### (b) Performance Payments

For purposes of this Agreement, Performance Payment shall have the meaning as defined in the Implementation Manual.

When BPA notifies Idaho Falls of its Initial Implementation Budget for the upcoming Rate Period pursuant to section 3(b) above, BPA shall also notify Idaho Falls of its Performance Payment classification category and rate for the upcoming Rate Period. BPA's Performance Payment classification categories, rates, caps, and certain terms and conditions of Idaho Falls' receipt of such, shall be as stated in the Implementation Manual.

If Idaho Falls is seeking BPA payment for Energy Savings, then BPA shall automatically apply a Performance Payment unless Idaho Falls requests otherwise. Instructions for Idaho Falls to reduce or opt out of Performance Payments, as applicable, will be included in the Implementation Manual. If Idaho Falls opts out of a Performance Payment for a given invoice package, then Idaho Falls may not claim Performance Payments for that invoice package at a later date.

BPA shall not apply Performance Payments for any invoice package or the portion of an invoice package that Idaho Falls submits for Self-Funded Energy Savings.

BPA will deduct any applicable Performance Payments from Idaho Falls' Available Implementation Budget.



(c) **BPA Review of Invoice Packages, Creation of Invoice Reports, and Determination of Approved Invoice Payment Amounts**

After BPA receives an invoice package from Idaho Falls, BPA shall conduct a timely review process to determine whether: (1) the Measures submitted conform to the requirements of the Implementation Manual and this Agreement, (2) Idaho Falls has otherwise followed the terms and conditions of the Implementation Manual and this Agreement, (3) Idaho Falls has adequate Available Implementation Budget, and (4) the form of the invoice is proper.

After BPA has conducted its review process above, which may include an oversight review pursuant to section 7 below, then BPA will determine whether it accepts the invoiced Energy Savings. BPA will not accept Measures that are not in compliance with the requirements of this Agreement. BPA shall create and provide to Idaho Falls an itemized invoice report that states the accepted Energy Savings and the Approved Invoice Payment Amount.

In no event shall the Approved Invoice Payment Amount on an invoice report exceed Idaho Falls' Available Implementation Budget.

**6. PAYMENT OF APPROVED INVOICE PAYMENT AMOUNTS**

BPA agrees to purchase and Idaho Falls agrees to sell Energy Savings in accordance with this Agreement. BPA shall pay Idaho Falls any Approved Invoice Payment Amounts, as determined under sections 5(b), 5(c) and 8 of this Agreement and in accordance with sections 10 and 13 of this Agreement. Such payment shall be due no later than 30 days after BPA accepts the invoiced Energy Savings and provides the itemized invoice report to Idaho Falls pursuant to section 5(c) above. All payments to Idaho Falls will be made electronically.

This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 *et seq.*) and regulations at 5 C.F.R. Part 1315. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury under Section 611 of the Contract Disputes Act of 1978 (41 U.S.C. 7109) that is in effect on the day after the due date.

**7. OVERSIGHT REVIEW AND EVALUATION PROCESSES**

In accordance with the oversight review and evaluation processes in the Implementation Manual, BPA shall have the right to conduct: (1) oversight review including, but not limited to, site and record reviews, and (2) impact and process evaluations.

During the invoice package review process in section 5(c) above or otherwise, BPA may select at random any Program Participant invoice to conduct oversight review. If BPA selects an invoice submitted by Idaho Falls to conduct oversight review, then BPA shall notify Idaho Falls of such selection and the Parties shall coordinate accordingly.

Oversight review and evaluation processes will be conducted at BPA's discretion.

**8. NETTING OF AMOUNTS OWED**

BPA will net amounts owed under this Agreement by Idaho Falls to BPA against any equal or greater amount owed under a pending Approved Invoice Payment Amount by BPA to Idaho Falls. However, if there is no pending Approved Invoice Payment Amount of equal or greater value, then BPA shall send Idaho Falls a bill for the amount owed to BPA.

**9. INFORMATION EXCHANGE, PRIVACY ACT COMPLIANCE, AND FOIA**

Upon request and as allowed by law, the Parties shall provide each other with any information that is reasonable and necessary to verify the achievement of Energy Savings and otherwise administer and implement this Agreement. The Parties shall make best efforts to provide such requested information in a timely manner.

BPA represents that personally identifiable information (PII), including end-user information provided to BPA under this Agreement, is protected by federal law and BPA policy. This protection includes compliance with the requirements of the Privacy Act of 1974 (5 U.S.C. §552a) and DOE Order 206.1.

If BPA subsequently enters into a contract with a third party under which end-user PII provided to BPA by Idaho Falls will be provided to the third party, then BPA shall include terms contractually obligating such third parties to protect such end-user PII and to only use such PII for purposes of administering and implementing that contract.

BPA may release information provided by Idaho Falls when required by the Freedom of Information Act (5 U.S.C. § 552) (FOIA), court order, or federal law. Proprietary information of Idaho Falls, as designated in writing by Idaho Falls, will only be shared within BPA with individuals who need the information to fulfill a job function.

**10. GOVERNING LAW, LIABILITY, AND DISPUTE RESOLUTION**

This Agreement shall be interpreted consistent with and governed by federal law. Idaho Falls and BPA shall identify issue(s) in dispute arising out of this Agreement and make a good faith effort to negotiate a resolution of such disputes before either may initiate litigation or arbitration. Such good faith effort shall include discussions or negotiations between the Parties' executives or managers.

BPA and Idaho Falls assert that neither is the agent or principal for the other; nor are they partners or joint venturers, and BPA and Idaho Falls agree that they shall not represent to any other party that they act in the capacity of agent or principal for the other.

In no event will either BPA or Idaho Falls be liable to each other for any special, punitive, exemplary, consequential, incidental or indirect losses/damages from any failure of performance howsoever caused, whether or not arising from a party's sole, joint or concurrent negligence.

The reference to specific products or manufacturers does not represent a BPA endorsement or warranty, and BPA is not liable for any damages that may result from the installation or use of such products.

Pending resolution of a contract dispute or contract issue between the Parties or through formal dispute resolution of a contract dispute arising out of this Agreement, the Parties shall continue performance under this Agreement unless to do so would be impossible or impracticable. Unless the Parties engage in binding arbitration as provided for in this section, the Parties reserve their rights to individually seek judicial resolution of any dispute arising under this Agreement.

(a) **Judicial Resolution**

Final actions subject to section 9(e) of the Northwest Power Act are not subject to arbitration under this Agreement and shall remain within the exclusive jurisdiction of the United States Court of Appeals for the Ninth Circuit. Such final actions include, but are not limited to, the establishment and the implementation of rates and rate methodologies. Any dispute regarding any rights or obligations of Idaho Falls or BPA under any rate or rate methodology, or BPA policy, including the implementation of such policy, shall not be subject to arbitration under this Agreement. For purposes of this section, BPA policy means any written document adopted by BPA as a final action in a decision record or record of decision that establishes a policy of general application or makes a determination under an applicable statute or regulation. If BPA determines that a dispute is excluded from arbitration under this section, then Idaho Falls may apply to the federal court having jurisdiction for an order determining whether such dispute is subject to non-binding arbitration under this section.

(b) **Arbitration**

Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded by section 10(a) above, shall be subject to arbitration, as set forth below.

- (1) Idaho Falls may request that BPA engage in binding arbitration to resolve any dispute. If Idaho Falls requests such binding arbitration and BPA determines in its sole discretion that binding arbitration of the dispute is appropriate under BPA's Binding Arbitration Policy or its successor, then BPA shall engage in such binding arbitration, provided that the remaining requirements of this section 10 are met. BPA may request that Idaho Falls engage in binding arbitration to resolve any dispute. In response to BPA's request, Idaho Falls may agree to binding arbitration of such dispute, provided that the remaining requirements of this section 10 are met. Before initiating binding arbitration, the Parties shall draft and sign an agreement to engage in binding arbitration, which shall set forth the precise issue in dispute, the amount in controversy and the maximum monetary award allowed, pursuant to BPA's Binding Arbitration Policy or its successor.



- (2) Non-binding arbitration shall be used to resolve any dispute arising out of this contract that is not excluded by section 10(a) above and is not resolved via binding arbitration, unless Idaho Falls notifies BPA that it does not wish to proceed with non-binding arbitration.

(c) **Arbitration Procedure**

Any arbitration shall take place in Portland, Oregon, unless the Parties agree otherwise. The Parties agree that a fundamental purpose for arbitration is the expedient resolution of disputes; therefore, the Parties shall make best efforts to resolve an arbitrable dispute within one year of initiating arbitration. The rules for arbitration shall be agreed to by the Parties.

(d) **Arbitration Remedies**

The payment of monies shall be the exclusive remedy available in any arbitration proceeding pursuant to this section. This shall not be interpreted to preclude the Parties from agreeing to limit the object of arbitration to the determination of facts. Under no circumstances shall specific performance be an available remedy against BPA.

(e) **Finality**

- (1) In binding arbitration, the arbitration award shall be final and binding on the Parties, except that either Party may seek judicial review based upon any of the grounds referred to in the Federal Arbitration Act, 9 U.S.C. §1-16 (1988). Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.
- (2) In non-binding arbitration, the arbitration award is not binding on the Parties. Each Party shall notify the other Party within 30 calendar days, or such other time as the Parties otherwise agreed to, whether it accepts or rejects the arbitration award. Subsequent to non-binding arbitration, if either Party rejects the arbitration award, either Party may seek judicial resolution of the dispute, provided that such suit is brought no later than 395 calendar days after the date the arbitration award was issued.

(f) **Arbitration Costs**

Each Party shall be responsible for its own costs of arbitration, including legal fees. Unless otherwise agreed to by the Parties, the arbitrator(s) may apportion all other costs of arbitration between the Parties in such manner as the arbitrator(s) deem reasonable taking into account the circumstances of the case, the conduct of the Parties during the proceeding, and the result of the arbitration.

**11. UNCONTROLLABLE FORCES**

The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable

Force” means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force, that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party’s reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

- (a) strikes or work stoppage;
- (b) floods, earthquakes, or other natural disasters; terrorist acts; and
- (c) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Exhibit A, Notices and Contact Information.

## **12. STANDARD PROVISIONS**

### **(a) Amendments**

Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by an authorized representative of each Party.

### **(b) Interpretations**

BPA may issue interpretations, determinations, and findings related to this Agreement that are binding on the Parties. Such decisions shall be provided to Idaho Falls in writing. In administering this Agreement, only the written statements of BPA officials acting within the scope of their authority shall be considered to be official BPA statements.

(c) **Assignment**

This Agreement is binding on any successors and assigns of the Parties. BPA may assign this Agreement to another federal agency to which BPA's statutory duties have been transferred. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld. BPA shall consider any request for assignment, consistent with applicable BPA statutes.

(d) **Entire Agreement**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(e) **Order of Precedence**

In the event of conflict, the body of this Agreement shall prevail over the exhibits of this Agreement. If the terms and conditions of the Implementation Manual conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement will take precedence.

(f) **No Third Party Beneficiaries**

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

(g) **Severability**

If any term of this Agreement is found to be invalid by a court of competent jurisdiction, then such term shall remain in force to the maximum extent permitted by law. All other terms shall remain in force unless that term is determined not to be severable from all other provisions of this Agreement by such court.

(h) **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

**13. TERMINATION**

All notices sent under this section 13 shall be sent in accordance with Exhibit A, Notices and Contact Information.

(a) **Customer's Right to Terminate**

If Idaho Falls has no Measures in the process of being implemented and all outstanding invoice packages have been submitted to BPA, then Idaho Falls may terminate this Agreement upon thirty days' prior written notice to BPA. However, if Idaho Falls does have Measures in the process of being



implemented, then Idaho Falls must submit any associated invoice packages prior to submitting a notice of termination. Any such termination will take effect upon BPA's payment of the final Approved Invoice Payment Amount. Idaho Falls may not submit invoices for implemented Measures after Idaho Falls has submitted a notice of termination.

If BPA has made any progress payments to Idaho Falls pursuant to the Implementation Manual and the relevant Measure(s) are yet to be fully implemented, or if Idaho Falls otherwise owes money to BPA under this Agreement, and Idaho Falls provides BPA written notice to terminate this Agreement, then the Parties shall work together to develop a mutually agreeable completion and repayment schedule. Idaho Falls will be required to have Measures under this Agreement completed by September 30 of the Rate Period in which the termination notice is provided to BPA. Termination of this Agreement will not be effective prior to BPA being reimbursed amounts owed or until BPA determines sufficient Measure completion.

**(b) BPA's Right to Terminate**

BPA may terminate this Agreement upon thirty days' prior written notice to Idaho Falls if BPA determines that Idaho Falls:

- (1) has failed to comply with the record-keeping requirements included in the Implementation Manual;
- (2) has failed to use any portion of the Implementation Budget in a manner consistent with this Agreement;
- (3) has posed a significant environmental, health or safety threat;
- (4) has reported falsified information to BPA; or
- (5) has made any other material breach of this Agreement.

Any notice of termination sent by BPA shall include an effective date of such termination.

If BPA terminates this Agreement, then Idaho Falls' Available Implementation Budget will be zero as of the date of termination. Idaho Falls will not be allowed a completion period for any Measures Idaho Falls has in progress beyond the termination date. Further, Idaho Falls shall have 30 days after the termination date to provide a refund to BPA of any progress payments BPA made to Idaho Falls for Measures for which Idaho Falls had not yet submitted an invoice.

Termination by BPA under this section 13(b) is without prejudice to any other remedies available to BPA under law.

**Exhibit A**  
**NOTICES AND CONTACT INFORMATION**

**1. NOTICES AND CONTACT INFORMATION**

**(a) Notices**

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

- (1) delivered in person;
- (2) by a nationally recognized delivery service with proof of receipt;
- (3) by United States Certified Mail with return receipt requested;
- (4) electronically, if both Parties have the means to verify the electronic notice's origin, date, time of transmittal and receipt; or
- (5) by another method agreed to by the Parties.

Notices are effective when received. Either Party may change the name or address for delivery of notice by providing notice of such change consistent with this section. Parties shall deliver notices to the following person and address:

**(b) Contact Information**

If to Idaho Falls Power:

Idaho Falls Power  
PO Box 50220  
140 S Capital Ave  
Idaho Falls, ID 83405-0220  
Attn: Jackie Flowers  
Manager  
Phone: 208-612-8143  
E-Mail: [jflowers@idahofallsidaho.gov](mailto:jflowers@idahofallsidaho.gov)

If to BPA:

Bonneville Power Administration  
PO Box 789  
Mead, WA 99021  
Attn: Charlie Weber – PEK-MEAD-GOB  
Contracting Officer's Technical Rep.  
Phone: 509-822-4588  
E-Mail: [jcweber@bpa.gov](mailto:jcweber@bpa.gov)

**2. REVISIONS**

When a Party to this Agreement requests a change to their contact information included in section 1(b) of this exhibit, then the requesting Party must send notice of such requested change to the other Party. BPA may unilaterally revise this exhibit to implement such requested changes to section 1(b). All other revisions to this exhibit shall be by mutual agreement of all the Parties.

- (c) **Termination Upon Termination of Power Sales Agreement**  
If Idaho Falls' Power Sales Agreement Contract No. 09PB-13056 is terminated, then this Agreement shall terminate on the same date. If such actions occur, Idaho Falls' Available Implementation Budget will be zero as of the date of termination. Idaho Falls will not be allowed a completion period for any Measures Idaho Falls has in progress beyond the termination date. Further, Idaho Falls shall have 30 days after the termination date to provide a refund to BPA of any progress payments BPA made to Idaho Falls for Measures for which Idaho Falls had not yet submitted an invoice. BPA shall also determine if Idaho Falls is required to provide a refund to BPA, in addition to any refund of progress payments.

**14. SIGNATURES**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and the Agreement may be executed and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

CITY OF IDAHO FALLS DBA IDAHO  
FALLS POWER

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By \_\_\_\_\_

By \_\_\_\_\_

Title The Honorable Rebecca Casper

Title Energy Efficiency Representative

If opting out of the electronic signature:

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

Name: \_\_\_\_\_  
(Print/Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_





## MEMORANDUM

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**TO:** Mayor Casper

**RE:** Sister Cities Ordinance

**FROM:** Michael Kirkham

**DATE:** July 24, 2017

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As part of ensuring that the Sister Cities Organizations can continue and to ensure that the City is complying with State Law, the attached ordinance is proposed that would form a Sister Cities Commission.

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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 2 BY THE ADDITION OF CHAPTER 14, TO ESTABLISH A SISTER CITY COMMITTEE, PROVIDING FOR PURPOSE AND DUTIES, TERMS AND CONDITIONS OF COMMITTEE SERVICE, ADHERENCE TO LAW AND PROCEDURE AND RECEIPT OF DONATIONS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, Sister Cities International was founded in 1956 by President Eisenhower who believed that peace could best be preserved if people around the world had a better understanding of each other;

WHEREAS, every president since President Eisenhower has served as honorary chair; and

WHEREAS, five hundred forty-five (545) United States cities have partnered with over two thousand (2,000) cities in one hundred forty-five (145) countries, with thousands of citizen diplomats broadening ties of friendship and understanding each year; and

WHEREAS, in 1981, international nuclear research programs were being conducted at the Idaho National Engineering Laboratory (now, the Idaho National Laboratory), including scientists and engineers from Japan nuclear agencies, Japan Energy Research Institute (JERI), now Japanese Atomic Energy Agency (JAEA); and

WHEREAS, prior to 1981, Idaho Falls City Councilmember Sam Sakaguchi and others began to exchange information between nuclear engineers who represented JERI/JAEA and its research facilities at Tokai-mura, Japan; and

WHEREAS, because of the success of the cultural exchange, friendships, and business opportunities formed, the City entered into an Agreement to Establish Sister-City Alliance and International Friendship on July 3, 1981, with Tokai-mura, Japan; and

WHEREAS, the Tokai-mura/City of Idaho Falls Sister City exchanges have taken place successfully and consistently for more than 35 years; and

WHEREAS, Tokai-mura built a full size example of an Idaho Falls home as a community center as part of their commitment to an ongoing important relationship between the sister cities; and

WHEREAS, the City of Idaho Falls has received numerous gifts and cultural artifacts from Tokai-mura, which are revered and are prominently displayed throughout Idaho Falls; and

WHEREAS, the Friendship Garden in Sportsman Park is a high profile, well used, Japanese influenced park that is shared and enjoyed by many.

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

**SECTION 1.** Section 2-14 of the City Code of the City of Idaho Falls, Idaho, is hereby added as follows:

2-14-1 PURPOSE AND DUTIES: The Sister City Committee (hereinafter “Committee”) is established to improve, promote, and sustain cultural understanding and to facilitate personal and business ties, friendships, and fellowships between Tokai-mura, Japan, and the City. The Committee may make recommendations and shall report to the Mayor and Council concerning the purposes of the Committee, from time to time, as requested by the Mayor or the Council.

2-14-2 APPOINTMENT OF COMMITTEE: Committee members shall serve without compensation. The Committee shall consist of five (5) voting members and four (4) ex-officio members, as set forth below.

2-14-3 COMPOSITION OF THE COMMITTEE: Voting members of the Committee shall consist of one (1) adult member of the Idaho Falls Sister Cities – Youth organization, and one (1) member of the Idaho Falls Sisters Cities – Adult organization, and five (5) three (3) at-large City residents, appointed by the Mayor, who are not members of either Idaho Falls Sister Cities organization, not more than two (2) of whom shall be members of Idaho Sister Cities Alliance (i.e. a member 21 years of age and older) and three (3) members who are to be appointed without regard to their affiliation with any group or organization. Non-voting ex-officio members of the Committee shall consist of the Mayor one (1) elected City official, one (1) member of the Idaho Falls Sister Cities ~~Alliance~~ Youth Group (i.e. a member between the ages of 12 and 18 years of age), one (1) member of the Idaho Falls Chamber of Commerce, and one (1) member of the Council representative from the Idaho Falls Parks and Recreation Department, as appointed by the Mayor. All appointments to the Committee shall be confirmed by the Council.

2-14-4 TERMS: All at-large members shall serve terms of three (3) years, except that the terms of the initial Committee members may be less than three (3) years as necessary to provide for staggered terms of office. The terms of no more than two (2) at-large members shall expire at any calendar year. Terms of at-large members shall expire December 31 of the third year of their appointment. All non-voting ex-officio members of the Committee shall serve as long as they continue to serve in the offices or capacities designated in this Chapter.

2-14-5 ATTENDANCE: A voting Committee member may be removed from the Committee following two (2) consecutive absences which are not excused by the Chair, or where the voting Committee member is absent from more than two (2) Committee meetings in any calendar year. Following either of these occurrences, the Chair may request that the Mayor, at the Mayor’s sole discretion, remove such Committee member.

2-14-6 VACANCIES: The Mayor, with the consent of the Council, shall appoint a qualified person to fill the unexpired term of any Committee member in the event of a vacancy or in the event any member ceases to be qualified.



2-14-7 ORGANIZATION, RULES, MEETINGS: During the first meeting of each calendar year, the Committee shall elect, by a majority vote, a person to act as Chair from its membership, who shall serve until replaced or re-elected pursuant to this Chapter. All meetings of the Committee shall be open to the public and shall follow the requirements of the Idaho Open Meeting Law. The Committee shall keep minutes and other appropriate written records of its resolutions, proceedings, and actions. The Clerk shall be responsible for maintaining the records of the Committee. Any bylaws-, membership practices, dues and subscriptions, and publications are subject to the review and prior approval of the City.

2-14-8 FUNDING AND DONATIONS: The Committee is authorized to seek outside funding -and in-kind donations for its projects (including exchanges), as may be approved by the Council and in accordance to City budget procedures.

**SECTION 2.** 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 3.** Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

**SECTION 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,  
AMENDING TITLE 2 BY THE ADDITION OF CHAPTER 14, TO ESTABLISH  
A SISTER CITY COMMITTEE, PROVIDING FOR A PUPOSE, DUTIES,  
TERMS AND CONDITIONS OF COMMITTEE SERVICE, ADHERENCE TO  
LAW AND PROCEDURE AND RECEIPT OF DONATIONS; PROVIDING  
SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND  
ESTABLISHING EFFECTIVE DATE.”

(SEAL)

\_\_\_\_\_  
KATHY HAMPTON, CITY CLERK



## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Greg A. Weitzel, Director, Parks and Recreation

**DATE:** July 25, 2017

**RE:** NAMING OF CITY FACILITIES, PARKS AND LOCATIONS

---

Mayor and Council:

Attached for your consideration is a resolution for establishing a policy for the naming of City facilities, parks and locations. The attached resolution has been reviewed and approved by the City attorney.

The Department of Parks & Recreation respectfully requests authorization for the Mayor to sign and execute resolution.

Respectfully,



Greg A Weitzel  
Department of Parks and Recreation

cc: City Clerk  
City Attorney



## **RESOLUTION NO. 2017- \_\_\_\_\_**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ESTABLISHING A POLICY FOR THE NAMING OF CITY FACILITIES, PARKS, AND LOCATIONS; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the naming or renaming of City facilities, parks, and locations is sometimes complex and sometimes emotionally evocative; and

WHEREAS, assigning a name is a powerful and permanent identity for a public place and/or facility and often requires significant resources in terms of changing names on signs, maps, and literature; and

WHEREAS, in addition, excessive changing of facility, park, or location names can be the source of confusion to the public; and

WHEREAS, the purpose of this Resolution is to establish a policy that provides guidance to those that have an interest in the naming and or renaming of the City's facilities, parks, or locations; and

WHEREAS, to set out a process for consideration and predictable, appropriate, and orderly naming of City facilities, parks, or locations that is fair and meets community needs and expectations.

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

### **I. PURPOSE**

The purpose of this Policy is to provide guidance to those that have an interest in the naming and or renaming of a City facility, park, or location and to set out an orderly process for consideration and potential adoption of a City facility name. Nothing in this Policy shall alter the naming of City subdivisions, streets, or other features within plats.

### **II. DEFINITIONS**

The following definitions apply to this Policy:

**Donations.** A donation of property, goods, services, or funds generally with no expectation of return.

**Facilities.** Major or important physical structures owned or permanently controlled by the City, such as community centers, aquatic facilities, pavilions, zoos, tennis courts, bridges, kiosks, gardens, displays, trees, landscaping, water walls, retention ponds, monuments, sculptures, fountains, and the like.

**Location.** Any real property owned or permanently controlled by the City, including but not limited to parks, sports fields, pathways, undeveloped City properties, fields, walkways, open spaces, streams, bodies of water, and the like.

**Naming.** The permanent name given to a facility, City park, or location assigned by the Council through a Resolution.

**Parks.** All traditionally designed parks, gardens, natural open spaces, and specialized parks under the stewardship of the City Parks and Recreation Department or the City.

**Parks and Recreation Commission.** Commission established by the City to review, advise, recommend, and promote activities within the Parks and Recreation Department, including recreational facility, park, and location naming.

**Note:** For purposes of this Policy, facilities, parks, and locations are not mutually exclusive and may be combined for consideration.

### **III. POLICY**

It is City policy to reserve the naming or renaming of City facilities or locations for circumstances that best serve the interests of the City and those that ensure a worthy and enduring legacy.

#### **A. Category**

The City supports the consideration by City staff and elected officials of naming requests within the following categories:

##### **1. Historic Events, People/Group, and Places**

- a. The history of a major event, people/group, or place may play an important role in the naming or renaming of a City facility or location because communities often wish to preserve and honor the history of a neighborhood, the City, its founders, other historical figures, its heritage, local landmarks, prominent geographical locations, and natural and geological features.
- b. When a City facility is associated with or located near events, people/group, and places of historic, cultural, or social significance, consideration will be given to naming that facility after such events, people/group, or place. In considering proposals, the relationship of the event, people/group or place to the City facility must be supported and demonstrated through research and documentation.

##### **2. Outstanding Individuals**

- a. The City has benefited from the contributions (in various forms) made by outstanding individuals. This category is designed to acknowledge a sustained and

notable contribution to the community that has been made by such outstanding individuals.

- b. Naming or renaming a facility, park, or location for an outstanding individual is encouraged only for those who have been deceased for at least three (3) years prior to first consideration. The individual's significance and good reputation must be widely recognized within the City, county, state, or nation's history.
- c. When considering the naming or renaming of a City facility, park, or location after a deceased individual, priority will be given to those who made a sustained and lasting contribution to the City of Idaho Falls, Bonneville County, or the east Idaho region; or the State of Idaho; or the nation.

### 3. Major Donations

- a. The City benefits from the generosity of its residents, businesses, and foundations. On occasion, the significance of donation may warrant consideration of requests from either the donor or another party to acknowledge such a gift by the naming of a City facility, park, or location in an appropriate manner.
- b. From time to time, a significant donation may be made to the City that will add considerable value to the City, the City park and recreation system, or to another valuable facility, park, location, program, or endeavor. On such occasions, recognition of a donation by naming a new City facility, park, or location in honor of or at the request of the donor will be considered.
- c. As a guideline, the threshold for considering the naming of a park, recreational facility, or other City facility will include, but not be limited to the fact that land for the majority of a park was deeded by the donor; or the contribution by the donor of compromises a minimum of sixty percent (60%) of the capital construction costs associated with developing the facility, park, or location; or there is a solid commitment for a minimum twenty (20) year endowment by the donor for the continued maintenance and/or programming of the park or recreational facility, park, or other City facility or location.
- d. Donors who seek to name a facility after a particular individual are encouraged to follow the principles that apply to naming a City facility for an outstanding individual. See III.A.2 of this Policy. Possible exceptions to this will be considered on their own merits. The City reserves the right to rename any park or recreational or other City facility or location, if the person for whom it is named is or becomes disreputable. Corporate logos, insignias, brands, or direct advertising text shall not be used in City facility, park, or location naming text unless specifically authorized by the Council and under such terms as the Council unilaterally determines.



## **IV. PROCEDURE**

### **A. General Principles**

In considering proposals for the naming or renaming of a City facility, park, or location the following will be taken into account prior to consideration by Council.

1. When naming a new recreational facility, park, or location, the proposed name must accomplish one (1) or more of the following:
  - a. Engender a strong positive image.
  - b. Be appropriate having regard to the facility's location.
  - c. Have historical, cultural, or social significance for future generations.
  - d. Commemorate places, people, or events that are of continued importance to the City, County, region, state, or nation.
  - e. Have symbolic value that transcends ordinary meaning or use or enhance the character and identity of the facility, park, or location.
  - f. Have broad public support.
  - g. Not result in the undue commercialization of the facility, park, or location, if it accompanies a corporate gift.

### **B. Renaming a City facility, park, or location**

Names that have become widely accepted by the community will not be changed or discontinued unless there are compelling reasons and strong public sentiment for doing so. Historical or commonly used place names will be preserved wherever possible.

### **C. Other Considerations**

To minimize confusion, no City facility, park, or location will be subdivided for the purpose of naming, unless there are readily identifiable physical divisions or distinct features (such as pathways, roads, or waterways, or physical features in or on structures) that help the public distinguish between facilities, parks, or locations. Naming of specific major recreational facilities within parks will be permitted; however, such names should be different from the park name to avoid confusion, unless otherwise specifically determined by Council.

All signs that indicate the name of a City facility or location shall comply with City's graphic and design standards and any applicable sections of the City Code. Specialized naming signage will not be permitted. All costs associated with purchasing and installation of the sign shall be the responsibility of the requestor.

## **V. APPLICATION CONTENTS**

All naming and renaming requests will be made first to the Mayor's office. Upon receipt by the Mayor's office, requests for the naming or renaming of a City facility, park, or location for which

the Parks and Recreation Department is or will be responsible shall be forwarded to the Director of Parks and Recreation for consideration by the City Parks and Recreation Commission.

Naming and renaming requests should contain the following minimum information (no more than five (5) pages, typed):

1. The proposed name.
2. Specific reasons for the proposed name and how it adheres to at least one (1) of the three (3) categories (Historic Events, People/Group, and Places; Outstanding Individuals; and Major Donations).
3. Written documentation indicating broad-based community support for the proposed name (e.g. petition, newspaper articles).
4. Description/map showing location and boundaries of the City park or facility or location to be named.
5. If proposing to name a City facility or part of a facility within a park, include a description/map showing the location of the facility or part of a facility.
6. If proposing to rename a City facility or part thereof, include justification for changing an established name.
7. If proposing to name a City facility, park, or location or part thereof after an outstanding person, include documentation of that person's significance and good reputation, as recognized by the City, county, state, or nation.
8. Identify the source amount of funding available to offset costs of a renaming if applicable. This could include signage or tangible media reprinting costs.

## **VI. PROCESSING THE APPLICATION**

Upon receipt of a naming request by the Mayor or, subsequently, the Director of the City Parks and Recreation Department, the relevant neighborhood association(s) should be advised and invited to share their comments on the proposal.

Local neighborhood associations, where known, will be notified of naming or renaming proposals. Each proposal will then be considered by the Parks and Recreation Commission (if the City facility, park, or location is within their care) or it will be considered by the City Department most likely to be charged with maintenances or control of the facility, park, or location.

Upon referral, the Parks and Recreation Commission or City Department Director shall review the proposed request for its adherence to the purposes and policies of this Resolution; ensure that supporting information has been authenticated, particularly when an individual's name is proposed; and take into consideration the comments of the relevant neighborhood association(s).

The Parks and Recreation Commission, as needed, may convene a public meeting to gain additional information, prior to making a decision to refer the matter (with a recommendation) to the Council for a final decision.

## **VII. APPROVAL**

The Council shall approve any naming or renaming of a City facility, park, or location (or part thereof) in a duly noticed public meeting. There shall be no appeal from a final decision of the Council regarding a request for naming or renaming.

THIS RESOLUTION shall be in full force and effect from and after its passage by the Council.

ADOPTED and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF IDAHO FALLS, IDAHO

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

ATTEST:

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





## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** July 24, 2017

**RE:** Professional Services and Software Agreement with AssetWorks

The Municipal Services Department is requesting approval to piggyback the General Services Administration (GSA) contract GS-35F-317GA with AssetWorks, LLC to purchase software and professional services to implement the FleetFocus asset and maintenance application. The total contract amount request is \$124,987.84. The contract total includes estimated travel expenses for project on-site work of \$8,000 and may fluctuate based on the project milestones.

City staff has researched several fleet vendors and is recommending the FleetFocus asset and maintenance application to electronically manage the City's fleet inventory of over 780 vehicles and equipment. AssetWorks is a nationally recognized leader in the asset and maintenance application that provide technology to organizations to manage asset resources, reduce redundancy, inefficiency and waste.

AssetWorks is contracted to provide services to over 550 organizations to manage their fleet including, Ada County, Idaho National Labs, and Idaho Power Company to name a few. A large percentage of the solution is already configured based on best practices within the American Public Works Association (APWA) Best Practices for Fleet management. The FleetFocus application provides complete vehicle equipment life-cycle management, work order functionality and experience integrating into the Cayenta system, real-time integration, purchasing and part inventory management, technician certification and training management and over 200 out-of-the box standard reports.

As presented to City Council on Monday, July 24, 2017, funding for the professional services and software agreement of \$124,987.84 will be from 2016/17 forecasted savings in the Municipal Services, Equipment Maintenance fuels and lubricants budget. The ongoing software maintenance of \$10,660 per year after project implementation will be charged to the department's maintenance fee.

Respectfully,

Pamela Alexander

Municipal Services Director

In the event Customer's business practices require that Customer issue a purchase order number prior to payment of any AssetWorks invoices issued under this Agreement, then such purchase order number must be entered below. Customer's execution of the Order Form without designating a purchase order number shall be deemed Customer's acknowledgement that no purchase order number is required for payment of invoices hereunder.

Purchase Order Number: \_\_\_\_\_

Amount: \$124,987.84

The following general assumptions apply to this proposal for AssetWorks and its subcontractors:

1. The costs for this project are provided on a time and materials basis. Actual hours and costs may be less than or greater than estimates.
2. AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment. The end user will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
3. Customer will purchase all hardware and software necessary for implementation, either through the AssetWorks product purchase schedule or through other means.
4. Customer will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system.
5. Customer is responsible for TCP/IP connectivity from all client workstations to the Customer's AssetWorks servers.
6. Customer will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Support department.
7. Customer will make appropriate technical resources available to AssetWorks' consultants.
8. All training sessions will use standard application training materials.
9. This Proposal does not include any tailoring or customization of the GUI.
10. AssetWorks will perform as specified in the system documentation.
11. In the event the customer schedules on-site services and, due to circumstances within its control, AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel on the basis of an eight-hour day. AssetWorks provides on-site services on the basis of an eight-hour minimum per day per person.
12. AssetWorks will bill time for any travel over 8-hours (at \$205.00 per hour)
13. All travel estimates are estimates, AssetWorks will bill actual travel, monthly as incurred.

Date: May 22, 2017

### City of Idaho Falls

*This Order Schedule is issued pursuant to **GSA Schedule GS-35F-317GA**. The terms and conditions herein shall apply to the purchase described below if this Order form is signed on or by **August 22, 2017**.*

Chandra Witt  
City of Idaho Falls  
P.O. Box 50220  
Idaho Falls, ID 83405  
US  
(208) 612-8249  
cwitt@idahofallsidaho.gov

#### License

Description	QTY	UNIT PRICE	Line Total
FleetFocusFA Standard License	800.00	USD 35.550	USD 28,440.00
Reporting Module	800.00	USD 1.778	USD 1,422.40
Motor Pool Module	800.00	USD 3.555	USD 2,844.00
Motor Pool Reservations Module	800.00	USD 1.778	USD 1,422.40
Shop Activity Module	800.00	USD 3.555	USD 2,844.00
Customer Access Module	800.00	USD 1.778	USD 1,422.40
KPI/Dashboards Module	800.00	USD 1.778	USD 1,422.40
Crystal Reports Server OEM Edition (FA), - with 1x report writer	1.00	USD 2,871.000	USD 2,871.00
<b>License TOTAL:</b>			<b>USD 42,688.60</b>

#### Maintenance

Description	Line Total
Software Maintenance	USD 10,660.00
<b>Maintenance TOTAL:</b>	<b>USD 10,660.00</b>

Year two maintenance not to increase by more than 5%.



### Service

Description	Line Total
Project Management Services	USD 10,472.28
Software Installation	USD 1,611.12
System Setup Services	USD 8,055.60
System Design Services	USD 12,083.40
Data Conversion Services	USD 10,472.28
Train the Trainer	USD 6,444.48
Go Live Support Services	USD 8,055.60
90 Day Post Go Live Services	USD 4,833.36
Fuelmaster Automated Fuel Import	USD 1,611.12
Travel Costs	USD 8,000.00
<b>Service TOTAL:</b>	<b>USD 71,639.24</b>

### AssetWorks SOFTWARE LICENSE AGREEMENT (SLA)

This License Agreement applies to all software provided to you by AssetWorks LLC., a Delaware corporation ("AssetWorks") including software owned by AssetWorks and software owned by other parties that is embedded in software owned by AssetWorks or that is included in hardware provided by AssetWorks. You (CUSTOMER) should carefully read the following terms and conditions before installing the software or using AssetWorks supplied hardware that contains the software. Continuing installation of the software or use of the software or AssetWorks supplied hardware indicates your acceptance of the terms and conditions of this agreement. If you do not agree with the terms and conditions of this agreement, you should not install or use this software.

AssetWorks grants to CUSTOMER a non-exclusive, perpetual non-transferable license to make use of the software specified in the proposal (herein "Software") on the CUSTOMER's database servers, and application servers and/or web servers (referred to as the "Enterprise"); You assume responsibility for the selection of the software and/or the software on hardware to achieve your intended results, and for the installation, use and results obtained.

#### License

CUSTOMER shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Active Equipment Units identified in the Proposal. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted. CUSTOMER may increase the number of authorized Active Equipment Units by executing a subsequent Product Schedule and paying in full the applicable fees. Upon signing the subsequent Product Schedule and paying in full the applicable fees, CUSTOMER shall have the right to monitor the revised number of Active Equipment Units as set forth in the subsequent Product Schedule.

Customer may make one copy of the software for backup purposes. The backup copy must contain the complete program name, copyright and trademark notices. Backup copies are for your use only and cannot be assigned or transferred to another person or used on another computer.

**1. RESTRICTIONS.** You cannot sell, rent, lease, loan, transfer, distribute, copy electronically, or transfer any copy or part of this software without prior written consent of AssetWorks and the payment of additional license fees. You cannot modify, translate, disassemble, decompile, or create derivative works of the software or any copy in whole or in part.

**3. FEES AND PAYMENT.** All fees set forth in AssetWorks' quote are payable by CUSTOMER within thirty (30) days of receipt of invoice.

**4. NO OTHER RIGHTS.** Except as stated herein, this Agreement does not grant you any rights to patents, copyrights, trade secrets, trade names, trademarks, (whether registered or unregistered), or any other rights or franchises in respect to the software and its documentation.

**5. TERM.** This license is effective until terminated. You can terminate it at any time by destroying the software including all media and documentation and erasing any copies residing on your system. Or, AssetWorks can terminate this License immediately for nonpayment of license fees or if you fail to comply with the terms and conditions of this Agreement.

**6. TRANSFER.** You cannot transfer, sublicense, or assign the license or the software except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties, or obligations hereunder is void and will terminate your license.

**7. WARRANTY DISCLAIMER/LIMITED WARRANTY.** THIS SOFTWARE IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE USE, PERFORMANCE AND RESULTS OF USING THE SOFTWARE AND ITS DOCUMENTATION IS WITH YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU CAN ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**8. Limitation of liability** In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of fees for which AssetWorks contracted under the quote that is the subject of the claim provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

Irrespective of the basis of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

**10. ACCEPTANCE.** By installing the software or using the AssetWorks supplied hardware that contains the software, you acknowledge that you have read this Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the Agreement between us which

# AssetWORKS

## Software and Services Order Form

supersedes any proposal or prior agreement, oral, or written, and any other communications between us relating to the subject matter of this Agreement.

**11. THIRD PARTY SOFTWARE.** If the software is delivered to you preinstalled in AssetWorks supplied hardware, then additional license terms and conditions may apply to third party software included in the AssetWorks supplied hardware. The additional terms and conditions that apply to such third party software may be included in printed materials delivered with the AssetWorks supplied hardware or in online or electronic documentation included in the AssetWorks supplied hardware.

**12. GENERAL.** This Agreement will be governed by the laws of the state of Delaware. If any provisions of this Agreement shall be held by any court of competent jurisdiction to be contrary to the law, the provisions will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. Neither party will assign or transfer its interest in this Agreement without the prior written consent of the other party.

You must comply fully with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software, nor any direct products

thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. AssetWorks may audit your use of the software. All terms of any order document shall be superseded by this License. You will be entitled to support described in the Maintenance terms set forth below, provided you are current on payments.

**13. ADDITIONAL PROVISIONS.** No other party or company may make any warranty, either express or implied, regarding the software, its merchantability or its fitness for any particular purpose.

### **14. Notices Addresses:**

#### **AssetWorks LLC.**

998 Old Eagle School Rd. - Suite 1215

Wayne, PA 19087

Attn.: John Hines

Division President

### **AssetWorks SOFTWARE MAINTENANCE AGREEMENT (SMA)**

#### **1. Term**

Maintenance shall commence immediately upon the Effective Date and shall have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.

#### **2. Correction of Deviations**

In the event that the CUSTOMER encounters an error and/or malfunction ("Deviation") in the Software, you shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

a. In the event that, in the mutual and reasonable opinion of AssetWorks and CUSTOMER, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.

b. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation with all due dispatch.

#### **3. Software Revisions and New Versions**

a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:

i. Revisions that the CUSTOMER is obliged to implement ("Mandatory Revisions");

ii. Revisions that may be implemented by the CUSTOMER at its option ("Optional Revisions").

iii. No charge shall be made to the CUSTOMER for either Mandatory Revisions or Optional Revisions.

b. New versions ("New Versions") of the Software may be issued by AssetWorks from time to time. Compared to a Revision, a New Version substantially improves the performance of the Software and/or substantially increases its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Versions for which there may be a charge.

#### **4. Telephone Hotline Assistance**

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the CUSTOMER relating to the application and operation of the



# AssetWORKS

## Software and Services Order Form

Software. At other times such personnel are available by beeper for emergencies.

### 5. Technical Literature

AssetWorks shall make available to the CUSTOMER all technical literature that is considered by AssetWorks to be relevant to the Software and its use within the scope of CUSTOMER's operations.

### 6. Transmission

All Revisions and New Versions will be transmitted to the CUSTOMER on magnetic tape, magnetic disk or other suitable media, at the option of AssetWorks. The CUSTOMER shall be solely responsible for mounting the media and executing the appropriate instructions in order to transfer the Revisions or New Versions onto its system.

### 7. Remote Diagnostic Access

The CUSTOMER shall provide appropriate modem facilities by which AssetWorks may, with the permission of the CUSTOMER, remotely access the Software for the purpose of remote diagnostics and support.

### 8. Proper Use

- a. The CUSTOMER agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.
- b. In the event that the CUSTOMER or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse, AssetWorks shall be entitled to attempt to correct the situation, if possible, at CUSTOMER'S expense.
- c. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the CUSTOMER, relates to problems not caused by a Deviation in the Software, such assistance shall be at the CUSTOMER's expense.

### 9. Software Maintenance Fee —Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks for each twelve month period hereunder, CUSTOMER shall pay to AssetWorks an amount equal to twenty percent (20%) of the total amount of the non-discounted License Fee for the Software in effect at the time of the renewal.

### 10. Additional Software Maintenance Fee — Paid Up License

In the event the CUSTOMER acquires Software in addition to that indicated in the proposal (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the CUSTOMER shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software starting with the next renewal date unless otherwise agreed by the parties in writing.

### 11. Other Fees and Expenses

If onsite maintenance is required, CUSTOMER will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred.

### 12. Payment Terms

- a. Annual payments for Maintenance will be due in advance of the commencement of the initial one-year term of the Maintenance and each anniversary thereafter.
- b. AssetWorks reserves the right to change the annual Maintenance fee by providing CUSTOMER written notice of the increase at least thirty (30) days prior to any scheduled renewal date.
- c. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice.

### 13. Default and Termination

- a. The CUSTOMER shall have the right to terminate Maintenance upon delivery of written notice at least ninety (90) days prior to any scheduled renewal date.
- b. AssetWorks may cancel Maintenance in the event that the CUSTOMER does not implement a Mandatory Revision within sixty (60) days of receipt thereof or such longer period as AssetWorks may consent to in writing. In the event that CUSTOMER does not implement a Mandatory Revision within thirty (30) days following receipt of written notice from AssetWorks of CUSTOMER's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.
- c. In the event of any breach of the terms and conditions of this Agreement by the CUSTOMER, AssetWorks will, by written notice to the CUSTOMER, give the CUSTOMER a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to AssetWorks' satisfaction within said thirty (30) day period, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.
- d. In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the CUSTOMER of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions hereof shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

### 14. Limitation of Liability

- a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the amount of fees paid to AssetWorks for maintenance services; provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.
- b. Irrespective of the basis or theory of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind,

including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

### 15. General Terms

- a. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement or any Attachment without the prior written consent of the other party.
- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- c. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
- d. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
- e. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the Commonwealth of Delaware excluding its conflict of laws rules.
- g. In the event of any dispute arising in the performance of this Agreement or any Attachment, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure will be stated

- in the related Attachment. In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.
- h. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including, without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.
  - i. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

## ASSETWORKS STANDARD PROFESSIONAL SERVICES AGREEMENT

### 1. SERVICES

This Agreement shall apply each time Customer engages ASSETWORKS to provide services. All services provided will be described in a ASSETWORKS quotation (see above) or a mutually agreed upon "Statement of Work" ("SOW") as applicable (hereinafter referred to as "Services"), if attached.

### 2. TERMS

**2.1 Requests for Service; Quotes and Orders.** Customer shall sign and return this agreement for the initial order for Services. All subsequent orders for Services must specify ASSETWORKS'S quotation (if any), and reference the Service(s) requested and invoice address. Customer may place orders in writing, by telephone or by facsimile transmission. Telephone orders must be confirmed in writing or by facsimile. All orders are subject to acceptance by ASSETWORKS.

**2.2 Prices.** The prices charged for Services purchased under this Agreement will be ASSETWORKS'S then current charges for such services in each ASSETWORKS region or as quoted by ASSETWORKS. If the Services are being performed on a time and materials basis, any estimates provided by ASSETWORKS are for planning purposes only.

**2.3 Additional Fees; Taxes.** Prices are exclusive of all country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes. Taxes imposed on ASSETWORKS (other than taxes related to ASSETWORKS' income) in connection with the Services purchased under this Agreement will be paid by Customer and will appear as separate items on ASSETWORKS'S invoices.

**2.4 Invoicing and Payment.** Customer's payment terms will be net thirty (30) days from the date of invoice.

**2.5 Term.** This Agreement will begin on the effective date stated above and will continue until terminated in accordance with its terms. Each SOW will continue for the term stated therein, unless otherwise terminated pursuant to this Agreement.

**2.6 Termination.** Either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other. Termination of the Agreement will not terminate any outstanding SOWs and the terms of this Agreement will survive such termination to the extent that such terms are incorporated into any outstanding SOWs. Either party may terminate an individual SOW if the other party commits a material breach of such an agreement and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. Termination of one or more SOW will not terminate this Agreement. Upon

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termination, all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

### 3. PROPRIETARY RIGHTS

ASSETWORKS will retain exclusive ownership in all deliverables created by ASSETWORKS hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by ASSETWORKS under this Agreement. ASSETWORKS will also retain all intellectual property rights with respect to the tools and/or software that ASSETWORKS uses to deliver the Services. Subject to payment in full for the applicable Services, ASSETWORKS grants Customer a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

### 4. EXPORT; REGULATORY REQUIREMENTS

Customer acknowledges that the Services sold under this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide ASSETWORKS with all of the information needed for ASSETWORKS to obtain export licenses from the United States government and to provide ASSETWORKS with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. ASSETWORKS may also require export certifications from Customer for Customer provided software. ASSETWORKS'S acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; ASSETWORKS is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification.

### 5. CUSTOMER RESPONSIBILITIES

It is the Customer's responsibility to backup data on Customer's system. ASSETWORKS WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS. Customer acknowledges that ASSETWORKS'S performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information and (ii) Customer's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. Customer will promptly obtain and provide to ASSETWORKS any required licenses, approvals or

consents necessary for ASSETWORKS'S performance of the Services. Information disclosed by Customer pursuant to a separate Nondisclosure Agreement ("NDA") signed by both parties will be protected under the terms of the NDA. Customer acknowledges that any information or data disclosed or sent to ASSETWORKS that is not protected under a separate NDA is not confidential or proprietary to Customer.

### 6. LIMITED WARRANTY & LIMITATION OF LIABILITY

**6.1 Limited Warranty.** ASSETWORKS WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, ASSETWORKS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION ASSETWORKS MAY MAKE; AND, ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION ASSETWORKS MAY PROVIDE.

**6.2 Limitation of Liability.** NEITHER CUSTOMER, ASSETWORKS NOR ASSETWORKS'S SUBCONTRACTORS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY ASSETWORKS EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ASSETWORKS SHALL NOT HAVE LIABILITY FOR (I) LOSS OF INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (II) LOST OR CORRUPTED DATA OR SOFTWARE, OR (III) PRODUCTS NOT BEING AVAILABLE FOR USE. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD PARTY PRODUCTS) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO ASSETWORKS'S NEGLIGENCE OR WILLFUL MISCONDUCT, ASSETWORKS'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY SERVICES PURCHASED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD.

### 7. INDEMNIFICATION

Customer accepts responsibility for, and agrees to indemnify and hold ASSETWORKS harmless from, any and all liability, damages, claims or proceedings arising out of (i) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals required to support any SOW or ASSETWORKS' performance of the Services,



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or (ii) any inaccurate representations regarding the existence of an export license.

### 8. MISCELLANEOUS ITEMS

**8.1 Assignment; Subcontracting.** Unless otherwise provided in the SOW, Customer may not assign this Agreement without the prior written consent of ASSETWORKS. ASSETWORKS has the right to hire subcontractors to perform the Services provided that ASSETWORKS shall remain responsible for the performance of Services under this Agreement, or to assign Services to its affiliates.

**8.2 Entire Agreement; Severability.** This Agreement (with attachments) is the entire agreement between ASSETWORKS and Customer with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements between ASSETWORKS and Customer. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

**8.3 Independent Contractor.** The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

**8.4 FORCE MAJEURE** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions,

material shortages or any other cause which is beyond the reasonable control of such party.

**8.5 DISPUTE RESOLUTION** The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute. If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the negotiation process or diminish the respective rights of the parties to pursue any and all remedies available in law and/or equity at any time.

**8.6 Notices.** To give notice under this Agreement, the notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, facsimile telecommunication or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify by notice in writing to the other party and will be effective upon receipt.

**8.7 Section Headings.** The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**8.8 Governing Law, Jurisdiction and Language.** The laws of the Commonwealth of Delaware will govern this Agreement.

**8.9 Limitation Period.** Neither party may institute any action in any form arising out of this Agreement more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.

**8.10 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Accepted by Customer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Accepted by AssetWorks LLC.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*To expedite shipment and scheduling, please email or fax this signed document and your Purchase Order to Joe Keefe:*

Tel: 720.633.3043  
Fax: 720.247.9001  
[joseph.keefe@assetworks.com](mailto:joseph.keefe@assetworks.com)

via mail:  
**AssetWorks LLC.**  
998 Old Eagle School Rd. - Suite 1215  
Wayne, PA 19087  
Attn.: John Hines  
Division President

**STATEMENT OF WORK**

**City of Idaho Falls**



**FleetFocus Asset and Maintenance Management Applications**

**May 22, 2017**

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### Introduction

AssetWorks is pleased to partner with the City of Idaho Falls (IF) for a successful implementation of the FleetFocus asset and maintenance management application. This proposal identifies the tasks and estimated costs required for the implementation of the FleetFocus solution. This Statement of Work is based on AssetWorks' current understanding of the requirements and AssetWorks' previous experience with similar engagements.

AssetWorks recommends IF use AssetWorks' expertise and consulting resources to ensure a timely and cost effective implementation. AssetWorks offers a variety of services ranging from workflow re-engineering to general business and technical consulting.

To best facilitate the implementation, AssetWorks urges IF to formally identify a core team of members from each of the critical business groups who will participate in or be affected by the project implementation. This involvement must come from all parties. This core team should be both technically qualified and knowledgeable of their groups' business practices. These individuals will be responsible for spearheading the system configuration, data mapping, and workflow tasks to ensure a feasible and effective production rollout.

Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and IF will discuss these changes in good faith at their earliest opportunity.



### Project Task Descriptions

#### WBS A.1.0 Project Management Services

##### Project kick-off and planning

AssetWorks will facilitate a project kick-off meeting wherein we will facilitate a review of the project timeline, identify roles and responsibilities and discuss status reporting with IF staff.

AssetWorks recommends IF appoint a core project team for the implementation stage with representatives from all functional or operational areas of IF's business. This core group must have the authority and charter to make appropriate decisions regarding the implementation. The core group representatives should have complete knowledge and familiarity with IF's operations and objectives, and will form the majority of the roll-out team later in the project. The IF project team will define their roles and responsibilities and establish project standards and controls.

IF will appoint a dedicated Project Manager, Subject Matter Project Leads, and supporting personnel from the designated IF functional and operational areas. The IF Project Manager will lead the overall IF project team and be responsible for the IF personnel and resources on the project. The Project Leads will be responsible for the configuration and implementation of FleetFocus and for facilitating decisions among the core maintenance group.

##### Project Management

AssetWorks will provide project management and oversight services to execute the project plan. The AssetWorks project manager will coordinate AssetWorks project activities. AssetWorks will provide the following project management services:

- Serve as the main point of contact for the IF Project Manager
- Coordinate of project resources and work so that milestones are met in an efficient manner; tasks will be designed so as to minimize implementation time and cost while taking into consideration resource and time constraints such as IF staff availability
- Work with IF to manage risks throughout the project
- Present progress to the IF Project Manager and/or to IF Project Sponsors (as required)
- Attend project related meetings as needed to ensure timely resolution to open issues and action items
- Develop project deliverables
- Manage approval/sign-off processes
- Manage project risks
- Manage scope control
- Maintain project schedule and scheduled meetings

The AssetWorks Project Manager will ensure that sufficient resources are available to implement the system in accordance with the project requirements. The AssetWorks Project Manager will monitor the project resources to ensure quality delivery of services and that the deliverables are completed in accordance with the project requirements.

AssetWorks will assign a Professional Services Manager to provide additional subject matter expertise, monitor the project resources and budget, and ensure quality delivery of services. The Professional Services Manager is IF's

first escalation point for any issues arising during the project while the Program Manager will provide executive level communication and support.

*Deliverable for Project Management Services*

- Update to relevant status reports
- Manage action items, issues and risks
- Facilitate status meetings.

### WBS A.2.0 Hardware Acquisition

#### Customer Hosted Environments

AssetWorks recommends the following hardware configuration and hardware specifications to provide reasonable performance, capacity, and response for a FleetFocus implementation. These are guidelines only and the size of your organization will dictate specific hardware needs. The specifications below are designed towards an organization of 5,000 active equipment units or less. For optimal performance, AssetWorks recommends customers take advantage of FleetFocus' tiered architecture:

- |                           |  |
|---------------------------|--|
| 1. FleetFocus client:     | presentation layer on a workstation via Internet Explorer or administrative graphical user interface |
| 2. FleetFocus Web:        | Internet Information Services web server   |
| 3. FleetFocus APP:        | core application code  |
| 4. FleetFocus database:   | Oracle or Microsoft SQL Server database  |
| 5. FleetFocus reporting:  | Crystal Reports Server   |
| 6. FleetFocus interfaces: | MAXQueue integration module  |

#### Database Server

The requirements for a database server depend primarily on the size of the FleetFocus database and the maximum number of concurrent users. Memory on the database server is a major factor affecting FleetFocus performance; AssetWorks recommends always allowing for future expandability. For a database server dedicated to FleetFocus, AssetWorks recommends:

Processor Cores: 4  
Drives: RAID configuration to your organization's standard  
Size/Speed: 100 GB available space for data with 10k rpm  
RAM: 4 GB

#### Application/Web/Reporting Server

The requirements for an application server depend primarily on the maximum number of concurrent FleetFocus users. AssetWorks recommends a machine that meets the following specifications (for fewer than 100 concurrent users):

Processor Cores: 4  
Hard Drives: RAID configuration to your organization's standard  
Size/Speed: 50 GB available space for applications with 10k rpm  
RAM: 4 GB

#### Optional Dedicated Reporting Server

For organizations that require significant reporting, an additional server dedicated to Crystal Reports Server is recommended. AssetWorks recommends a machine that meets the following specifications:

Processor Cores: 2  
Hard Drives: RAID configuration to your organization's standard  
Size/Speed: 50 GB available space for applications with 10k rpm

RAM: 2 GB

### Optional Interface Server

For organizations that require significant interfaces with other systems, an additional server dedicated to MAXQueue Integration Module is recommended. AssetWorks recommends a machine that meets the following specifications:

Processor Cores: 2

Hard Drives: RAID configuration to your organization's standard

Size/Speed: 50 GB available space for applications with 10k rpm

RAM: 2 GB

### Workstation Specifications

For all configurations, client workstations should be Windows 7 with Internet Explorer 8 or above. The FleetFocus presentation layer requires a screen resolution of 800x600 but 1024x768 is suggested for optimal screen viewing. AssetWorks recommends a machine that meets the following specifications:

2 GB RAM

20 GB available hard disk space

Mouse and Keyboard

17" Monitor

Windows 7

10/100/1000 Ethernet NIC

### Communications Infrastructure

The FleetFocus presentation layer will run over local area networks, wide area networks, Intranets, the Internet, and dial-up connections for limited usage.

### Additional Requirements for Any Configuration

In addition to the above, AssetWorks also recommends customers procure the following:

1. An appropriate number of printers or label printers
2. An appropriately sized backup subsystem
3. A standby power supply to protect the application server and the database server from power problems
4. AssetWorks recommends 17" monitors in order to take better advantage of the FleetFocus screen and window capabilities
5. AssetWorks recommends touch screens for technician input
6. Provision for disaster recovery

### Virtual Machine (VM) Support

AssetWorks certifies and supports the Operating System (OS) and Relational Database Management System (RDBMS) required by FleetFocus. Any VM software package that also supports the required OS and RDBMS of FleetFocus can be used. VM software packages operate at the hardware abstract layer and AssetWorks does not certify FleetFocus against specific hardware manufacturers.

### Load Balancing Support

AssetWorks does not specifically certify or support specific load balancing implementations at either a hardware or software level. Load balancing technologies can be used with FleetFocus as long as session persistence is enabled



within the load balancing technology. Session persistence is also commonly referred as sticky-sessions or session stickiness. When a connection to the web application is made that session must persist on the server that the load balancer distributes the connection to or stability issues may ensue in FleetFocus.

### **WBS A.3.0 Software Installation Services**

IF will install RDBMS software on the database server. AssetWorks assumes that IF will install the server and assist with any network configuration issues that arise as a result of the server operating system installation (in order to connect the server to IF wide area network).

IF will provide the required RDBMS and operating software (including licenses, media, and documentation) for this installation task. AssetWorks will not be responsible for any construction or communications infrastructure.

#### Create FleetFocus database and install applications

AssetWorks will assist in creating the test production FleetFocus databases. AssetWorks requires remote connectivity for this installation and recommends it to support AssetWorks' troubleshooting efforts throughout the project.

AssetWorks will work with IF to install the application on the server. AssetWorks will install the Mobile software, if licensed, on one device (IF will install the software on any remaining devices). IF is responsible for installing client-side software, if necessary, after the first site.

IF is responsible for setting up the web server and for connectivity over the Internet and Intranet. AssetWorks assumes IF will provide technical support (for the web server, etc.) for this installation. The Web server must use Microsoft IIS and have Microsoft Windows as the operating system.

#### Document upgrade and software distribution process

IF should devise a procedure to upgrade FleetFocus when AssetWorks makes new releases available. It is recommended that IF document the procedure for making new versions of the application available to all locations. IF should install the application so that each user runs it from a local LAN segment or from the local workstation. AssetWorks recommends the former for ease of support.

### **Deliverable for Software Installation Services**

- Installation of AssetWorks software

IF is responsible for all deliverables not specifically included above.

### WBS A.4.0 System Setup Services

#### System Setup Consulting

AssetWorks will lead a training session to complete the coding conventions for equipment numbering, equipment classes, repair codes, PM schedules, PM parameters, PM checklists, and other items. AssetWorks will also finalize the work flow for all job functions, including work order management and parts inventory management. To streamline this process, FleetFocus is delivered with sample, out of the box configuration. Sample data can be copied or modified to fit the specific needs of IF resulting in less time required for deployment of the application.

IF's preparation for this engagement includes the assimilation and distribution of relevant inventory, purchasing, operations, and maintenance data prior to the meeting. The goal for these meetings is to achieve at least 90% of the standard coding schemes and business practices required for system roll-out. AssetWorks expects this task to take three days.

#### Finalize data definition and processes

IF will take action items from the System Setup Consulting to finalize the definition of all relevant FleetFocus data elements and work processes, including maintenance, parts management, procurement, and other job functions. IF's deliverable for this task is complete documentation of IF's definitions for all applicable FleetFocus data elements. This deliverable is a critical prerequisite to the development of the training material for the rollout. AssetWorks will work with IF to prepare this documentation.

AssetWorks will work with the IF team to configure FleetFocus per the discussed work flow. This configuration will build on the setup defined with the IF core team and will focus on specific decisions, such as location options, department settings, etc. IF will perform setup tasks as assigned by AssetWorks.

### Configure Modules

AssetWorks will provide an orientation for the following modules:

- Shop Activity
- Reporting
- Notifications
- Enterprise Portal
- Customer Access
- KPI/Dashboards
- Motor Pool Reservations
- Billing

In addition, AssetWorks will consult with IF to configure the modules to facilitate the workflows for the maintenance and back office functions. Configuration includes:

- Assigning user groups for specific functions
- Creating automatic report schedules and distribution lists
- Initializing notifications to facilitate business processes
- Creating custom menus for specific user groups

### **WBS A.5.0 Data Conversion Services**

#### Batch Processing

AssetWorks will provide a training session for Batch Processing for IF administrators. A user with a solid understanding of Microsoft Excel will likely be able to grasp this tool and process very quickly. IF staff will use Batch Processing to load its data into FleetFocus.

#### Assist with Data Loads for Equipment, Parts and Summary History

IF will extract the agreed-upon data from its current systems. AssetWorks will not be responsible for "scrubbing" or "cleansing" legacy IF data. IF will be responsible for populating FleetFocus with approved and "clean" IF data.

AssetWorks will provide Microsoft Excel™ templates to assist in loading data into FleetFocus. IF will convert only the data that maps into FleetFocus. Data that does not map into FleetFocus will not be converted. Further, only data elements that can be entered on a FleetFocus screen are part of this conversion. IF, with assistance from AssetWorks, will use FleetFocus's batch processing feature to load the data on these screens.

IF will provide the data in the properly formatted spreadsheets (per AssetWorks' specification) for loading into FleetFocus. AssetWorks makes the following assumptions about the data from IF's legacy system(s):

- The data files will be text-based flat files with one row of data per asset and per part.
- IF will use default values for any data element that FleetFocus requires that is not in the data file.
- IF will provide each test data file and each production data file in exactly the same format.
- IF will convert only master equipment, master parts and summary cost history records
- AssetWorks will provide assistance in the form of troubleshooting errors in batch runs and providing direction in the mapping of legacy data elements to FleetFocus fields.

#### Conversion of Specific Data

AssetWorks and IF will jointly resolve issues arising out of the data translation, including codes (if any) to be changed. AssetWorks will help IF finalize the data mapping and identify the sources for each data element. IF will be responsible for mapping old codes into new codes (i.e., translating) within the data set to be converted.

#### Data Conversion Testing and Validation

After AssetWorks and IF have jointly documented the data mapping and data load process, IF will test the results from the data extractions. These tests will validate the data migration strategy that the team defined in earlier stages. This process will require involvement from the IF Information Technology personnel supporting the existing systems.



### **WBS A.6.0 Technical Services**

#### Automated Fuel Imports

To provide a very straightforward and flexible solution, AssetWorks proposes that IF use FleetFocus' Automated Fuel Systems screen to define its fuel interfaces. The base application includes this screen, with which end users can create fuel interface definitions for use with the Automated Fuel Tickets screen. Using this screen, IF could build many of its own batch imports for processing fuel transactions.

AssetWorks will assist IF in defining its fuel interfaces using FleetFocus' Automated Fuel Interface feature. IF will provide AssetWorks a sample comma separated or fixed width fuel file with appropriate documentation for the fuel system's data files. AssetWorks may require remote control access to IF servers for this task. AssetWorks will assist IF with configuring an automated fuel import from Fuelmaster.

### **WBS A.7.0 Training Services**

The training will be role-based and will differ for trainees from the various organizational and functional areas. Each IF trainee will have the basic skills in the overall use of FleetFocus and strong knowledge of how to use the application in his or her specific job function or area of expertise. The deliverables will not include remedial training for computer skills or any computer-based training.

#### Training Materials

AssetWorks will provide its standard training materials. AssetWorks training materials assume all users are familiar with a Windows environment; the AssetWorks training will not include any Windows or remedial computer training.

The training will cover work order functions; parts and labor posting functions; and other common features and transactions. The topics and work flows included in the training will be those finalized by the IF team during the system setup and follow-up tasks. Any deviations in the defined and agreed upon work flow will cause delays and added costs to the training.

AssetWorks will provide a master electronic version for the IF Project Manager. IF will produce and provide copies (across all roles) of the final training materials for use during the training sessions. IF will be authorized to reproduce and use any training materials for ongoing training within IF.

#### IF Training

AssetWorks will provide up to 32 hours of on-site administrator and train-the-trainer training in the configured base application and add-on modules for the roll-out of FleetFocus (according to the project plan) for up to 20 users (assuming IF's training facility has a sufficient number of workstations for these training sessions). The topics and work flows included in the training will be those finalized by the IF team during the system setup and follow-up tasks. However, IF should remain especially sensitive to necessary last-minute procedural changes or clarifications based on end user feedback.

#### Technician Training:

In this course, participants will learn how to use the Technician portal as a maintenance tool to manage tasks they perform on a day-to-basis. In hands-on exercises, participants will practice accessing the system, clocking in and out, viewing work status and assignments, managing individual time reporting, posting time to work order tasks, changing/adding tasks to work orders, requesting parts and completing PM checklists. Topics to be covered will include:

- Technician Portal overview
- Clocking In/Out
- View work status and assignments
- Create new work orders
- Work order main page
- Job on and off task
- Modifying tasks
- Add notes to tasks
- Finding existing work orders
- Posting indirect time
- Viewing daily timesheet
- Assigning service requests
- Viewing work order history
- Creating part requests
- Component Warranty

- Understanding the AssetViewer
- Completing PM checklists
- Work order postings
- Put work order in Work Finished status
- Executing reports

### *Supervisor Training:*

In this course, participants will learn how to use the FASuite portals (Supervisor, Screens, and Reporting) to manage the daily operations within the maintenance areas. In hands-on exercises, participants will practice creating repair and PM work orders, directing employee assignments, accessing equipment work order history, managing service requests, generating PM schedules and executing reports. Training will cover the areas below and additional areas necessary to answer questions regarding shop operations. Topics to be covered will include:

- Supervisor Portal overview
- Employee management
- Work order management
- Filtering in the Supervisor Portal
- Work order assignment
- Viewing existing work orders
- Creating PM and repair work orders
- Work order main page
- Work order action buttons
- Assigning work to a technician
- Shop Calendar
- Assigning service requests
- Reviewing work order history
- Creating part requests/issues
- Understanding the AssetViewer
- Work order postings (after the fact)
- Posting labor adjustments
- Review and close work orders
- Executing reports
- Web screen navigation

### *Inventory Management Training*

This training is for any individuals who manage parts transactions and inventory management. Topics to be covered will include:

- Enterprise Portal
  - System Operation & Navigation
  - Using the Filter to Search for Data
  - Part Primary
  - Part Location
  - Vendor/Part Information
- Enterprise Purchasing Workflow
- Enterprise Purchasing codes
- Storekeeper Portal
  - Overview

- Part request management
- Part request detail
- Set Notify flag
- Issue parts
- Ordering from part requests
- Purchase order management
- Updating purchase orders
- Creating purchase orders
- Line item overview
- Receiving parts
- Deleting lines on a purchase order
- Returning parts to a vendor
- Creating a new part
- Editing an existing part
- Direct Issues
- Enterprise Portal
  - Stock replenishment
  - Part transfers
  - Parts adjustments
  - Inventory counts
- Executing reports

IF will identify at least one "key user" on each shift to closely support the cutover, particularly after the training concludes. This individual will be responsible for answering initial end user questions and, most importantly, implementing subsequent changes or alterations to the documented procedures. AssetWorks recommends that these "key users" be those that attended the core team training sessions described above.



### **WBS A.8.0 Production Roll-out**

When IF commences live operations using FleetFocus, AssetWorks staff will provide up to 40 hours of on-site and remote "go live" assistance and refresher training for the IF operation. This step is critical to success.

During the post-implementation period, AssetWorks will provide support during normal working hours. When possible and agreed, AssetWorks will provide support to multiple shifts on a given day (e.g., by covering the last four hours of one shift and the first four hours of a second shift).

AssetWorks will remain closely involved during this very sensitive period. AssetWorks will be available remotely on an as-needed basis to answer questions and make sure the cut-over is progressing well. Of course, additional on-site and off-site support is available to IF under a separate Statement of Work.

### **WBS A.9.0 Post-Implementation Implementation Services**

Approximately 90 days after production cut over to the new application, AssetWorks will review IF's use of the system and make recommendations based on these observations. The purpose of this review is to ensure IF is using the system as designed and deployed per the system setup. To the extent business needs changed during this time period, AssetWorks will verify the new processes are the best solution to the new requirements. Also, AssetWorks will highlight any habits that formed by end users that could cause issues in the future with data integrity and analysis. Some of this time could be used for refresher or "spot" training.

### **Preliminary Schedule**

AssetWorks will work with IF upon contract execution to finalize a project plan/schedule for the tasks described in the SOW. This schedule is subject to change and dependent upon individual conditions and circumstances encountered during the project. The final plan will be prepared following review during the project kick-off activities.

AssetWorks resources are scheduled after contract award.

## Assumptions

The following general assumptions apply to this proposal:

### General

- Professional services will be provided on a time and materials basis. The actual hours delivered may be less than or greater than the estimated hours. All professional services delivered will be invoiced at the beginning of each month following their delivery or upon previously agreed upon milestones.
- On-site services include up to 3 weeks or 3 trips.
- Only those optional modules identified in the accompanying license agreement are to be implemented and are included in this Statement of Work.
- Optional modules purchased after implementation has begun will require a change order or separate statement of work for services related to installation, configuration and training.
- This Statement of Work does not include any costs associated with third party vendors or software not already provided by AssetWorks that may be needed to complete the implementation.
- AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FleetFocus™ family of products which includes FleetFocus, MCMS, M4 and FleetFocus™. Use of the products is subject to the Software License Agreement.

### Project Delays

- When Professional Service days are contracted they are removed from AssetWorks' capacity and considered sold to the customer, and as a result AssetWorks makes financial plans based upon the revenues it expects to achieve from the full performance of the contract. It is impossible for AssetWorks to know in advance whether or under what circumstances it would be able to resell the service days if the customer does not use them, either as the result of delaying or canceling meetings, tasks or deliverables. In most instances, when customers do not use the contracted time, AssetWorks is unable to resell those days or services. Even when days or services may be resold, it is costly to re-market the services, and such efforts divert effort to do so. While customer days have been held out of AssetWorks' capacity planning, AssetWorks may have turned away or delayed the start of other customers in order to meet AssetWorks' commitment to the customer. For these reasons, AssetWorks and the customer agree that in the event of delay or cancellation of scheduled project tasks and meetings within two weeks of execution, AssetWorks shall be due compensation equal to the contracted amount to deliver the services cancelled including any travel expenses incurred in preparation for the delayed or cancelled services.

### Customer Resources

- IF will provide the resources described in this Statement of Work to insure a successful implementation of the products.
- IF will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Support department.



- All key IF project team resources will be committed to the project as of the project start date.
- IF commits to training appropriate functional and technical resources as required.
- IF is responsible for all manual data entry.
- IF will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system. If additional meetings are required to repeat discussions due to the unavailability of IF resources, additional cost will be invoiced.
- AssetWorks will provide on-site training to IF (as outlined above) in a classroom environment suitable for training. AssetWorks recommends class size to not exceed 12 users to insure proper attention can be given to individual users and maintain the needed pace to ensure training sessions are completed in a timely manner consistent with the training schedule.
- IF will be responsible for preparing the training facility. The training facility should include hardware comparable to that found in the actual work place. Some end-user training can take directly in the storerooms or on the shop
- All training sessions will be based on standard application training materials. IF will be responsible for customizing training materials to meet its implementation requirements.
- IF will make appropriate technical resources available to AssetWorks' consultants.
- In the event that IF schedules on-site services and due to circumstances within IF's control AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel on the basis of an 8-hour day.
- AssetWorks will need assistance from IF to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

### Infrastructure

- IF will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined IF/AssetWorks project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the applications and implementation databases.
- AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment.
- IF will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
- If IF hosts the application, IF will be responsible for establishing access to the FleetFocus™ Application, and DBMS servers, providing all supporting software, hardware, and connectivity for the application server.
- The Web server must use Microsoft IIS.
- Acquisition, installation, testing, support, and tuning of any additional required application software, hardware, RDBMS, other software, peripherals and communications infrastructure will be the responsibility of IF if IF is hosting the application.
- IF will verify that the hardware environment is installed, configured and operating over the network before scheduling the Software Installation if IF is hosting the application.
- IF is responsible for providing browser access to the FleetFocus™ application.

- IF is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FleetFocus™ servers.
- System, server, and workstation backups are the responsibility of IF. This includes the development and execution of the system backups and recovery programs if IF is hosting the application.
- IF is permitted to implement a disaster-recovery environment, however unless specifically included in this proposed Statement of Work, AssetWorks is not responsible for the installation, configuration or support of this environment if IF is hosting the application.
- IF will receive all standard, out-of-the-box reports at no extra cost; however IF is responsible for providing the recommended Business Objects licenses to support the proposed Report Server infrastructure. A single test and production reporting environment will be implemented.
- IF will implement a single production FleetFocus™ database. A test database instance will also be implemented.
- IF will implement this solution such that all assets will be in a single production FleetFocus™ database.
- IF personnel assume the responsibility for applying software patches if IF is hosting the application.
- The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.
- If IF elects to have AssetWorks host the application or licenses the FleetFocus™ On-Demand SaaS service, the Software Installation phase and NHDO technical support described in this proposed Statement of Work are no longer required. A separate start-up fee will be invoiced following the contract execution for the installation of IF's AssetWorks hosted site.

### Project Management and Risk Factors

- IF and AssetWorks will agree on scope, services, and deliverables for optional modules and services prior to the Notice to Proceed.
- IF project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by IF related to project deliverables and project progression in a timeframe in alignment with the project work plan. Delays to this process as well as any IF tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased services fees.
- This Statement of Work does not include the expenses associated with IF or IF resources assigned to the project.
- IF remains responsible for all integration effort not described in this Statement of Work
- The project schedule is contingent upon the timely attainment of several external milestones that are outside the control of AssetWorks. Examples include but are not limited to the acquisition of the requisite software licenses and hardware and the approval of requisite capital appropriation requests as required.
- Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and IF will discuss these changes in good faith at their earliest opportunity.
- This proposed Statement of Work includes implementation support for only those optional modules, interfaces, and modifications listed in the task list. Any change to the proposed Statement of Work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements or change orders.

- Unless otherwise noted, all integration, enhancement and report development effort quoted in this proposed Statement of Work is an **ESTIMATE** based on AssetWorks' experience providing similar services for other clients based on our current understanding of the requirements. AssetWorks will develop a detailed Development Specification and Quote for all services before proceeding with any development.
- This Statement of Work includes services to determine IF's requirements and preparing the development specifications and quotes for only those development items identified in this Statement of Work. Any requirement analysis and specification work for additional items not identified in this Statement of Work would be done on a time and materials basis.

### Travel

- AssetWorks will bill IF for all actual travel expenses directly attributed to on-site services delivered during the project in accordance with IF published travel reimbursement policies and any statutes governing the reimbursement of business travel expenses.
- Unless otherwise noted, actual travel expenses will be billed on a monthly basis following the delivery of any on-site services.
- Travel expenses are expected to be reimbursed as invoiced and are not subject to any project hold-back or payment deferrals.
- AssetWorks staff members that are scheduled on-site for consecutive weeks will have the option of returning home at the conclusion of the scheduled work week or, with approval from IF, stay thru until the start of the following work week. Expenses incurred during the intervening period will be reimbursed up to the cost of the travel expenses that would be incurred returning home between the work weeks.
- AssetWorks will bill IF for all expenses for travel on-site to provide planned services for which IF is not prepared to support (e.g. Meeting canceled due to weather; schedule participants are unavailable, scheduled facility is unavailable, etc.)
- All travel costs provided in this Statement of Work are estimates and subject to revision based on actual airline, hotel, rental car and local market conditions.

### Training Facilities

AssetWorks will provide on-site training in a classroom environment suitable for training. IF will be responsible for providing and preparing the training facility. AssetWorks recommends class size to not exceed 12 users to insure proper attention can be given to individual users and maintain the needed pace to insure training sessions do not run over. The training facility should include hardware comparable to that found in the actual work place.

### Logistical and Scheduling Support

AssetWorks will need assistance from IF to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

### Procedures for Handling Change Orders

Any change to the proposed statement of work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements.

For instance, any software modification, interface or conversion plan will be included in a functional specification developed by AssetWorks. AssetWorks will work with IF to understand the specific requirements and will create a detailed functional specification. Each specification will be reviewed with IF Project Team with the final action item being IF sign-off so that the changes can proceed to a development stage. Once development has been completed, any software changes will pass through a detailed quality assurance phase. Once delivered to IF,

## Statement of Work

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AssetWorks will review the changes that will conform to IF approved specifications. Upon testing and review, AssetWorks will secure IF sign-off on the final software changes.

### **Sole Source Provider**

AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FleetFocus™ family of products which includes FleetFocus, G2K, MCMS, M4 and FleetFocus™.

AssetWorks is solely authorized or certified to provide this service.

### **Confidentiality**

This proposed Statement of Work (SOW) contains CONFIDENTIAL INFORMATION of AssetWorks, LLC. In consideration of the receipt of this document, IF agrees to not reproduce or disclose this information except to IF employees directly involved on a "Need to Know" basis.





## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** July 25, 2017

**RE:** Tentative Approval of 2017/18 Fiscal Year Budget

Municipal Services respectfully requests the Mayor and Council to tentatively approve the 2017/18 fiscal year budget.

Upon the final 2017/18 fiscal year budget amount, approval will also be requested to publish the attached "Notice of Public Hearing" of the 2017/18 fiscal year budget with publication dates set for August 6, 2017 and August 13, 2017.

The Public Hearing is scheduled for 7:30 pm., Thursday, August 17, 2017, in the Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

Respectfully,

  
Pamela Alexander  
Municipal Services Director