

CITY COUNCIL CHAMBERS

680 Park Avenue

Idaho Falls, ID 83402

*Thank you for your interest in City Government. If you wish to express your thoughts on a matter listed below, please contact Councilmembers by email or personally **before** the meeting. Public testimony on agenda items will not be taken unless a hearing is indicated. Be aware that an amendment to this agenda may be made upon passage of a motion that states the reason for the amendment and the good faith reason that the agenda item was not included in the original agenda posting. Regularly-scheduled City Council Meetings are live streamed at www.idahofallsidaho.gov, then archived on the city website. If you need communication aids or services or other physical accommodations to participate or access this meeting, please contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will accommodate your needs.*

1. **Call to Order.**

2. **Pledge of Allegiance.**

3. **Public Comment.** *Members of the public are invited to address the City Council regarding matters that are **not** on this agenda or already noticed for a public hearing. When you address the Council, please state your name and address for the record and please limit your remarks to three (3) minutes. Please note that matters currently pending before the Planning Commission or Board of Adjustment which may be the subject of a pending enforcement action, or which are relative to a City personnel matter are not suitable for public comment.*

4. **Consent Agenda.** *Any item may be removed from the Consent Agenda at the request of any member of the Council for separate consideration.*

A. Item from Idaho Falls Power:

- 1) Ratify Power Transactions with Shell Energy

B. Items from Public Works:

- 1) Bid Award – Elva to Holmes and to North Tourist Park
- 2) Bid Award – Utility Collars - 2017

C. Items from the City Clerk:

- 1) Minutes from the July 13, 2017 Council Meeting; and July 14, 2017 Council Budget Session.
- 2) 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. Public Works

1) Easement Vacation Request – Lot1 Block 1 KJ’s Sunnyside Division No. 1: The property owners of Lot 1 Block 1 KJ’s Sunnyside Division No. 1 have requested the vacation of a utility easement. The vacation of the easement will allow for better use of the property. All utility services have reviewed and approved the request.

RECOMMENDED ACTION: To authorize the City Attorney to prepare documents needed to accomplish the easement vacation request for Lot 1 Block 1 KJ’s Sunnyside Division No. 1 (or take other action deemed appropriate).

B. Municipal Services

1) Purchase of Remote Meters for Idaho Falls Power: Idaho Falls Power and Municipal Services are requesting approval to purchase additional Form 2S Class 200 (REXU) remote disconnect meters from Elster Solutions, LLC, in the amount of \$95,950.00. This purchase is to restock the department inventory of remote disconnect meters.

RECOMMENDED ACTION: To approve the purchase of additional Form 2S Class 200 (REXU) remote disconnect meters from Elster Solutions, LLC, in the amount of \$95,950.00 (or take other action deemed appropriate).

C. Idaho Falls Airport

1) Acceptance of FAA Grant Offer FAA AIP Project # 3-16-0018-043-2017: For consideration is Federal Aviation Administration (FAA) Grant Offer AIP No. 3-16-0018-043-2017 in the amount of \$7,813,597.00 for the Construction Phase of the Rehabilitation of Taxiway A, C and Runway 2/20 project. This grant represents 93.75% of FAA eligible costs, with the remaining costs funded by Airport budgeted resources.

RECOMMENDED ACTION: To approve Federal Aviation Administration (FAA) Grant Offer AIP No. 3-16-0018-043-2017 in the amount of \$7,813,597.00, and give authorization for the Mayor and City Attorney to sign the necessary documents (or take other action deemed appropriate).

D. Community Development Services

1) Final Plat, Development Agreement, Water Use and Assessment Agreement, and Reasoned Statement of Relevant Criteria and Standards, Carriagegate Division No. 6: For consideration is the application for a Final Plat, Development Agreement, Water Use and Assessment Agreement, and Reasoned Statement of Relevant Criteria and Standards, Carriagegate Division No. 6. 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 Development Agreement for Carriagegate Division No. 6, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Carriagegate Division No. 6, 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 Carriagegate Division No. 6, and give authorization for the Mayor to execute the necessary documents.
- d. To approve the Water Use and Assessment Agreement for Carriagegate Division No. 6, and give authorization for the Mayor to execute the necessary documents.

2) Public Hearing – Amendment to Section 10-1-9- of the Subdivision Ordinance: For consideration is an amendment to section 10-1-9 of the Subdivision Ordinance which modifies the time in which a final plat must be recorded following approval from 90 days to 180 days. 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 ACTION: To approve the ordinance amending section 10-1-9 of the Subdivision Ordinance, 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).

6. **Motion to Adjourn.**

CONSENT AGENDA:



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, Assistant General Manager *Bear*
DATE: July 31, 2017
RE: Consent Agenda – Ratify Power Transactions

Attached are confirmation agreements for power transactions with Shell Energy. The two agreements consist of selling forecast surplus energy for August 2017, heavy load hours and purchasing August 2017 light load. The total value of the sale is \$82,620 dollars for 2,160 megawatt hours of energy and the purchase totals \$75,660 dollars for 3,120 megawatt hours.

These transactions enable the power department to better match expected loads with projected resources; therefore Idaho Falls Power respectfully requests ratification of the attached agreements.

BP/228

Cc: City Clerk
City Attorney
File



Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

July 27, 2017

Deal No.

3175094

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on July 26, 2017, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P. ✓

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C ✓

PERIOD OF DELIVERY 08/01/2017 through 08/31/2017 ✓

QUANTITY: 5 Mws of energy per hour ✓

PRICE: \$ 38.25/Mwhr Fixed ✓

DELIVERY POINT(S): MONA

SCHEDULING: Monday thru Saturday, Hours ending 0700 thru 2200 Excluding NERC Holidays ✓

TIME ZONE: PPT

TOTAL MWH: 2,160 ✓

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Coral at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2014

No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Acts to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.

Mobile-Sierra.

(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any portion of this Agreement or any Transaction entered into hereunder proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

(b) The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the "just and reasonable" standard under Sections 205 and 206 of the Federal Power Act, the Parties must agree to language which varies from that set forth in clause (a) immediately above, then, without further action of either Party, such Section shall be deemed amended to incorporate the specific language in the Final Policy Statement that requires the "public interest" standard of review.

This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to (713) 767 5414. If no facsimile objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, five (5) business days after delivery of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.


CITY OF IDAHO FALLS

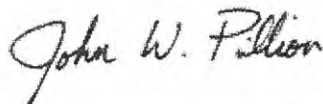
Shell Energy North America (US), L.P.

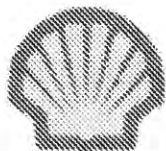
Shell Energy North America (US), L.P.

Deal No.

3175094

By: 
Name: Gary Harris
Title: AGM
Date: 7/28/17

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 07/27/2017



Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

July 27, 2017

Deal No.

3175109

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8435

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BUYER: CITY OF IDAHO FALLS ✓
SELLER: Shell Energy North America (US), L.P. ✓
PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 08/01/2017 through 08/31/2017 ✓
QUANTITY: 10 Mws of energy per hour ✓
PRICE: \$ 24.25/Mwhr Fixed ✓
DELIVERY POINT(S): BPA ✓
SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400

TIME ZONE: PPT
TOTAL MWH: 3,120 ✓

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Buyer should notify Coral at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2014

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Shell Energy North America (US), L.P.

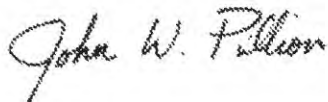
Deal No.

3175109

CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By: 
Name: Bear Prairie
Title: AGM
Date: 7-29-17

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 07/27/2017



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: August 4, 2017

RE: Bid Award – Elva to Holmes and to North Tourist Park

On Thursday, August 3, 2017, bids were received and opened for Elva to Holmes and to North Tourist Park project. A tabulation of bid results is attached.

Public Works and Parks and Recreation recommend approval of the plans and specifications, award to the lowest responsive, responsible bidder, TMC Contractors, Inc., with a base bid amount of \$606,381.25 and, authorization for the Mayor and City Clerk to sign contract documents.

2-38-17-2-ENG-2017-22
2017-72

City of Idaho Falls

Engineering Department Bid Tabulation

Project..... ELVA TO HOLMES AND TO NORTH TOURIST PARK

Number..... 2-38-17-2-ENG-2017-22

Submitted

Date..... June 30, 2017

				Engineer's Estimate		TMC Contractors, Inc		Knife River Corporation		DL Beck, Inc.		HK Contractors, Inc.		Depatco, Inc	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
BASE BID SCHEDULE															
201-010A	CLEARING AND GRUBBING	1	LS	\$5,000.00	\$5,000.00	\$18,430.00	\$18,430.00	\$7,300.00	\$7,300.00	\$17,200.00	\$17,200.00	\$10,000.00	\$10,000.00	\$8,520.00	\$8,520.00
202-005A	SELECTIVE REM OF TREES	2	EACH	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,200.00	\$2,400.00	\$1,100.00	\$2,200.00	\$4,500.00	\$9,000.00	\$5,890.00	\$11,780.00
203-060A	REM OF CONC SIDEWALK	119	SY	\$5.00	\$595.00	\$12.00	\$1,428.00	\$5.00	\$595.00	\$12.00	\$1,428.00	\$16.00	\$1,904.00	\$20.00	\$2,380.00
203-070A	REM OF CURB & GUTTER	265	FT	\$3.00	\$795.00	\$11.00	\$2,915.00	\$3.00	\$795.00	\$10.00	\$2,650.00	\$10.50	\$2,782.50	\$4.45	\$1,179.25
203-090A	REM OF INLET	4	EACH	\$575.00	\$2,300.00	\$400.00	\$1,600.00	\$150.00	\$600.00	\$600.00	\$2,400.00	\$1,000.00	\$4,000.00	\$973.00	\$3,892.00
205-005A	EXCAVATION	2272	CY	\$12.00	\$27,264.00	\$22.50	\$51,120.00	\$21.00	\$47,712.00	\$25.00	\$56,800.00	\$22.00	\$49,984.00	\$17.00	\$38,624.00
205-030A	BORROW	275	CY	\$20.00	\$5,500.00	\$37.00	\$10,175.00	\$37.00	\$10,175.00	\$25.00	\$6,875.00	\$24.00	\$6,600.00	\$25.00	\$6,875.00
212-095A	INLET PROTECTION	11	EACH	\$150.00	\$1,650.00	\$75.00	\$825.00	\$50.00	\$550.00	\$200.00	\$2,200.00	\$70.00	\$770.00	\$400.00	\$4,400.00
405-425A	SUPERPAVE HMA PAV INCL ASPH&ADD CL SP-2	299	TON	\$90.00	\$26,910.00	\$104.50	\$31,245.50	\$138.00	\$41,262.00	\$240.00	\$71,760.00	\$112.00	\$33,488.00	\$110.00	\$32,890.00
604-200A	IRR PIPE (3")	54	FT	\$35.00	\$1,890.00	\$6.00	\$324.00	\$40.00	\$2,160.00	\$15.00	\$810.00	\$8.00	\$432.00	\$44.00	\$2,376.00
605-025A	12" STORM SEWER PIPE	12	FT	\$80.00	\$960.00	\$132.00	\$1,584.00	\$80.00	\$960.00	\$175.00	\$2,100.00	\$120.00	\$1,440.00	\$68.00	\$816.00
605-025B	12" D.I. STORM SEWER PIPE	47	FT	\$90.00	\$4,230.00	\$132.00	\$6,204.00	\$85.00	\$3,995.00	\$100.00	\$4,700.00	\$125.00	\$5,875.00	\$96.00	\$4,512.00
605-450A	MANHOLE (CITY STD TYP 1)	1	EACH	\$5,000.00	\$5,000.00	\$2,930.00	\$2,930.00	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$4,200.00	\$4,200.00	\$5,585.00	\$5,585.00
605-600A	INLET (CITY STD TYP 1)	4	EACH	\$3,000.00	\$12,000.00	\$1,340.00	\$5,360.00	\$1,500.00	\$6,000.00	\$1,600.00	\$6,400.00	\$1,500.00	\$6,000.00	\$3,900.00	\$15,600.00
605-600B	INLET (CITY STD TYP 2)	1	EACH	\$3,000.00	\$3,000.00	\$1,265.00	\$1,265.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$3,810.00	\$3,810.00
615-492A	CURB & GUTTER (TYP 1)	5745	FT	\$20.00	\$114,900.00	\$15.75	\$90,483.75	\$21.00	\$120,645.00	\$22.00	\$126,390.00	\$27.50	\$157,987.50	\$21.05	\$120,932.25
626-010A	RENT CONST SIGN CL B	290	SF	\$10.00	\$2,900.00	\$6.00	\$1,740.00	\$6.00	\$1,740.00	\$7.00	\$2,030.00	\$5.75	\$1,667.50	\$7.50	\$2,175.00
626-050A	RENT DRUM CL B	50	EACH	\$25.00	\$1,250.00	\$16.00	\$800.00	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$15.50	\$775.00	\$20.00	\$1,000.00
626-100A	RENT INCIDENTAL TRAF CONT ITEM	1	LS	\$1,000.00	\$1,000.00	\$210.00	\$210.00	\$100.00	\$100.00	\$100.00	\$100.00	\$210.00	\$210.00	\$264.00	\$264.00
626-105A	TRAF CNTL MAINTENANCE	150	MNHR	\$50.00	\$7,500.00	\$42.00	\$6,300.00	\$80.00	\$12,000.00	\$45.00	\$6,750.00	\$41.00	\$6,150.00	\$53.00	\$7,950.00
626-115A	RENT PORT TUBULAR MARKERS	150	EACH	\$15.00	\$2,250.00	\$5.00	\$750.00	\$7.00	\$1,050.00	\$10.00	\$1,500.00	\$4.75	\$712.50	\$6.00	\$900.00
640-015A	SUBGRADE SEPARATION GEOTEXTILE (TYP II)	11165	SY	\$1.25	\$13,956.25	\$1.50	\$16,747.50	\$1.50	\$16,747.50	\$1.25	\$13,956.25	\$1.20	\$13,398.00	\$1.50	\$16,747.50
S203-27A	REM OF PIPE	88	LF	\$15.00	\$1,320.00	\$51.00	\$4,488.00	\$14.00	\$1,232.00	\$15.00	\$1,320.00	\$32.00	\$2,816.00	\$30.35	\$2,670.80
S501-17A	MSE RETAINING WALL	2189	SF	\$35.00	\$76,615.00	\$40.00	\$87,560.00	\$38.00	\$83,182.00	\$25.00	\$54,725.00	\$41.00	\$89,749.00	\$52.85	\$115,688.65
S601-05A	SLOTTED DRAIN	30	LF	\$350.00	\$10,500.00	\$700.00	\$21,000.00	\$190.00	\$5,700.00	\$525.00	\$15,750.00	\$775.00	\$23,250.00	\$1,142.00	\$34,260.00
S605-05A	ADJUST MANHOLE	1	EACH	\$1,000.00	\$1,000.00	\$745.00	\$745.00	\$500.00	\$500.00	\$750.00	\$750.00	\$600.00	\$600.00	\$800.00	\$800.00
S637-10A	AGGREGATE BASE FOR SHARED-USE PATH	3193	TON	\$23.00	\$73,439.00	\$34.50	\$110,158.50	\$21.00	\$67,053.00	\$20.00	\$63,860.00	\$16.00	\$51,088.00	\$25.00	\$79,825.00
S637-15A	PLANTMIX FOR SHARED-USE PATH	747	TON	\$90.00	\$67,230.00	\$69.00	\$51,543.00	\$90.00	\$67,230.00	\$85.00	\$63,495.00	\$88.00	\$65,736.00	\$105.00	\$78,435.00
S900-50A	CONTINGENCY AMOUNT DIRECTED REPAIRS	1	CA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
S901-05A	REM & RESET SIGN	13	EACH	\$500.00	\$6,500.00	\$290.00	\$3,770.00	\$650.00	\$8,450.00	\$500.00	\$6,500.00	\$350.00	\$4,550.00	\$362.00	\$4,706.00
S904-05A	REPAIR SPRINKLER SYSTEMS	1	LS	\$4,000.00	\$4,000.00	\$15,225.00	\$15,225.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$15,000.00	\$15,000.00	\$19,100.00	\$19,100.00
S911-05A	REM & REPLACEMENT OF LANDSCAPE AREA	729	FT	\$5.00	\$3,645.00	\$23.00	\$16,767.00	\$10.00	\$7,290.00	\$7.50	\$5,467.50	\$28.00	\$20,412.00	\$18.75	\$13,668.75
S913-05A	RIVER ROCK - 1" TO 2"	376	CY	\$35.00	\$13,160.00	\$38.00	\$14,288.00	\$41.00	\$15,416.00	\$85.00	\$31,960.00	\$46.00	\$17,296.00	\$71.00	\$26,696.00

Z629-05A MOBILIZATION	1	LS	\$44,846.63	\$44,846.63	\$21,400.00	\$21,400.00	\$60,000.00	\$60,000.00	\$64,100.00	\$64,100.00	\$68,008.00	\$68,008.00	\$38,500.00	\$38,500.00
TOTAL BASE BID SCHEDULE				\$550,105.88		\$606,381.25		\$608,539.50		\$650,676.75		\$682,481.00		\$712,558.20

ADDITIVE ALTERNATE "A" BID SCHEDULE														
614-015A* SIDEWALK	533	SY	\$60.00	\$31,980.00	\$75.50	\$40,241.50	\$70.00	\$37,310.00	\$52.00	\$27,716.00	\$70.00	\$37,310.00	\$69.00	\$36,777.00
614-020A* DRIVEWAY	344	SY	\$80.00	\$27,520.00	\$122.00	\$41,968.00	\$120.00	\$41,280.00	\$90.00	\$30,960.00	\$118.00	\$40,592.00	\$87.00	\$29,928.00
614-025A* CURB RAMP	74	SY	\$150.00	\$11,100.00	\$250.00	\$18,500.00	\$230.00	\$17,020.00	\$130.00	\$9,620.00	\$230.00	\$17,020.00	\$284.00	\$21,016.00
TOTAL ADDITIVE ALTERNATE "A" BID SCHEDULE				\$70,600.00		\$100,709.50		\$95,610.00		\$68,296.00		\$94,922.00		\$87,721.00

ADDITIVE ALTERNATE "B" BID SCHEDULE														
610-035A* FENCE - 8' CHAINLINK	1459	LF	\$85.00	\$124,015.00	\$45.00	\$65,655.00	\$41.00	\$59,819.00	\$26.00	\$37,934.00	\$70.00	\$102,130.00	\$82.00	\$119,638.00
TOTAL ADDITIVE ALTERNATE "B" BID SCHEDULE				\$124,015.00		\$65,655.00		\$59,819.00		\$37,934.00		\$102,130.00		\$119,638.00

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-3	STANDARD DRAWING LIST
4	PROJECT CLEARANCE SUMMARY
5	TYPICAL SECTIONS / DETAILS
6	ROADWAY SUMMARY
7	STORM SEWER PIPE SUMMARY
8	KEY PLAN / CONTROL PLAN / GENERAL NOTES
9-22	PEDESTRIAN PATH PLAN AND PROFILE
23-24	TRAFFIC CONTROL PLAN
25	STORM WATER POLLUTION PREVENTION PLAN
SHEET NO.	CITY STANDARD DRAWINGS
700-1	MANHOLE TYPE 1
700-9	INLET BOX TYPE 1 - PRECAST
700-11	INLET BOX TYPE 2 - PRECAST

IDAHO
TRANSPORTATION DEPARTMENT

PLAN AND PROFILE OF PROPOSED
ELVA TO HOLMES AND TO NORTH TOURIST PARK
FEDERAL AID PROJECT NO. - A020(304)

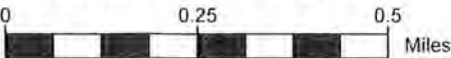
KEY NO. 20304
BONNEVILLE COUNTY

APRIL 2017

SCALES IN FEET



VICINITY MAP SCALE



POPULATIONS: 2000 U.S. CENSUS

REVISIONS			DESCRIPTION
NO.	DATE	BY	

DESIGNED	RS
DESIGN CHECKED	YG
DETAILED	RS
DRAWING CHECKED	YG

SCALES SHOWN	ARE FOR 11" X 17"
PRINTS ONLY	
CADD FILE NAME	Tilepage
DRAWING DATE:	APRIL 2017

IDAHO
TRANSPORTATION DEPARTMENT

CITY OF IDAHO FALLS



PROJECT NO.
A020(304)

TITLE SHEET
ELVA TO HOLMES AND TO
NORTH TOURIST PARK

English
COUNTY
BONNEVILLE
KEY NUMBER
20304
SHEET 1 OF 26





MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: August 4, 2017

RE: Bid Award – Utility Collars - 2017

On Thursday, August 3rd, 2017, bids were received and opened for the Utility Collars – 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, HK Contractors, Inc., in an amount of \$31,430.00 and, authorization for the Mayor and City Clerk to sign contract documents.

0-00-00-0-STR-2017-33
2017-73

City of Idaho Falls

Engineering Department

Bid Tabulation

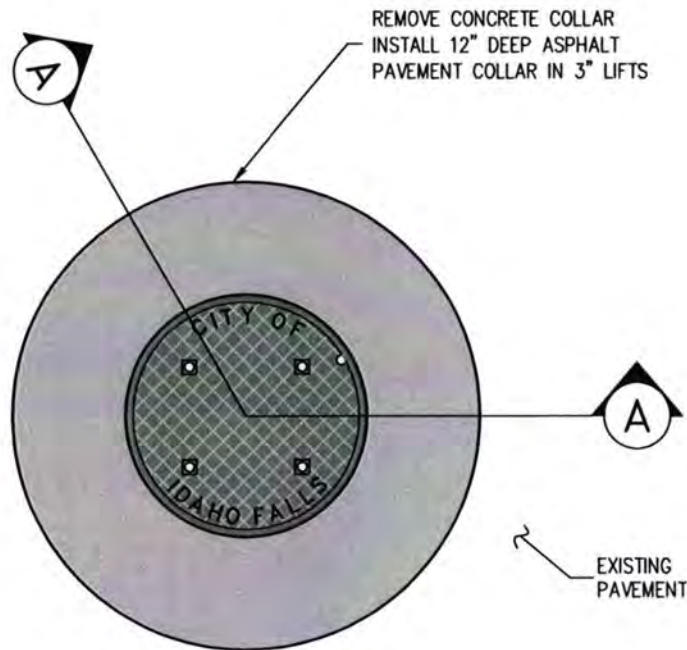
Project..... Utility Collars - 2017

Number..... 0-00-00-0-STR-2017-33

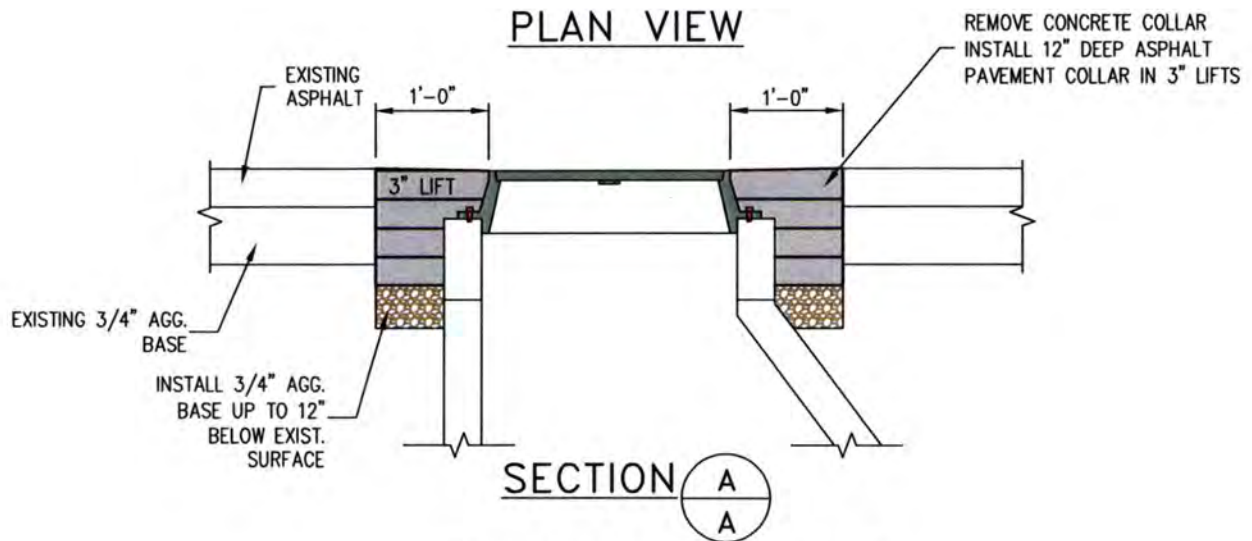
Submitted Kent J. Fugal, P.E., PTOE

Date..... August 3, 2017

				Engineer's Estimate		HK Contractors	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount
SPECIAL PROVISIONS							
SP - 1	Replace Manhole Collar	29 EACH		\$900.00	\$26,100.00	\$895.00	\$25,955.00
SP - 2	Grout Manhole	15 EACH		\$200.00	\$3,000.00	\$365.00	\$5,475.00
TOTAL					\$29,100.00		\$31,430.00



PLAN VIEW



PROPOSED MANHOLE COLLAR DETAIL

AS BUILT:

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY

CITY OF
IDAHO FALLS



ENGINEERING DEPARTMENT

UTILITY COLLARS - 2017

CHECK BY: K.J.F. DESIGNED BY: Y.G. DRAWN BY: Y.G.

FILE NO. 0-00-00-0-STR-2017-3 DATE PLOTTED: 7 28 17 SHEET NO. 1 - 1

July 13, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, July 13, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

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

Also present:

Kerry Hammon, Public Information Officer
Randy Fife, City Attorney
Kathy Hampton, City Clerk
All available department directors

Pledge of Allegiance:

Mayor Casper invited Steve Earl, Board/Council Member from the Grand Teton Council of the Boy Scouts of America, to lead those present in the Pledge of Allegiance.

At the request of Mayor Casper, it was moved by Councilmember Dingman, seconded by Councilmember Hally, to amend the Regular Agenda item 5.D.4) Community Development Services, Final Plat and Reasoned Statement of Relevant Criteria and Standards, Belmont Estates Division No. 2 to include the Development Agreement and Water Use and Assessment Agreement. The Good Faith reason for this amendment is the agreements should have been included with this item and were inadvertently omitted. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

Public Comment:

Mayor Casper requested any public comment not related to items on the agenda or noticed for a public hearing. No one appeared.

Consent Agenda:

Office of the Mayor requested appointment of Chief of Police, Bryce Johnson.

Municipal Services requested approval of Bid IF-17-S, Hot Asphalt Mix; and Bid IF-17-05, Street Sweepers.

Idaho Falls Power requested approval to ratify power transactions with Shell Energy; and, Enabling Agreement with Bonneville Power Administration (BPA), No. 17PM-14274.

The City Clerk requested approval of minutes from the May 25, 2017 Idaho Falls Power Board Meeting; June 19, 2017 Council Work Session; June 19, 2017 Special Council Meeting; and June 29, 2017 Public Works Utility Meeting, and, license applications, all carrying the required approvals.

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

Regular Agenda:

Municipal Services

Subject: Consent to Grand Teton Council to Sublease

The Grand Teton Council is currently under a 25-year building lease with the City located at 574 4th Street. Section 5 of the lease agreement provides for the Grand Teton Council to sublease the property with prior consent of the City. The Grand Teton Council is requesting consent from the City to sublease the building to Best Foot Forward, a non-profit performing arts group. The proposed lease term is one year, beginning August 1, 2017 and ending July 30, 2018 for \$910.00 per month.

Councilmember Hally believes there are legal concerns that were not fully discussed regarding this item. It was moved by Councilmember Hally, seconded by Councilmember Marohn, to table the item from the agenda to allow additional time for discussion, including legal principles established by State Code. Councilmember Hally amended his motion to indicate this item will be tabled until the first Work Session in August. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

Subject: Civic Auditorium Professional Services Agreement Renewal

The Municipal Services Department is requesting approval of the professional services agreement between the City of Idaho Falls and Idaho Falls Arts Council (IFAC) for a renewal period of one year in the amount of \$65,000. City Council approved the original agreement on May 16, 2016 for a one-year term. The agreement includes event management, booking services, marketing, and other professional management services.

Councilmember Marohn believes the agreement with the IFAC has been very helpful in developing the Civic Auditorium plans. He stated the funds are within the 2016/17 Municipal Services budget and are also included in the 2017/18 proposed budget.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to approve the professional services agreement with the Idaho Falls Arts Council for a renewal period of one year in the amount of \$65,000. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

Subject: 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 various vendors and has recommended the application to electronically manage over 780 vehicles and equipment.

Councilmember Marohn stated AssetWorks is a nationally recognized leader in the asset and maintenance application that provides technology to organizations to eliminate the paper flow. This application will integrate into the Cayenta system as Municipal Services Director Pamela Alexander stated the current system, HTE, will be discontinued. Funding is included within the 2016/17 Municipal Equipment Replacement Fund (MERF) budget and is also included in the 2017/18 proposed budget. General discussion followed regarding the 2016/17 funding.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the professional services and software agreement with AssetWorks, LLC in the amount of \$124,987. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Hally, Ehardt. Nay – Councilmember Smith. Motion carried.

Public Works

Subject: Easement Vacation Request – Valencia Park Addition Division No. 2

As authorized on June 19, 2017 the City Attorney has prepared the document to vacate a portion of the access easement on Valencia Park Addition Division No. 1. The official plat designated an alternate access easement, therefore, ingress and egress on the property is preserved.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the ordinance vacating a portion of the access easement on Valencia Park Addition Division No. 1 under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

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

ORDINANCE NO. 3124

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

Subject: Bid Rejection – Eastside Greenbelt Pathway – Pancheri Drive to West Broadway

On July 6, 2017 bids were received and opened for the Eastside Greenbelt Pathway – Pancheri Drive to West Broadway project. A single responsive bid was received in the amount of \$247,444 which exceeds the budgeted amount and was 122% of the Engineer's Estimate.

Public Works Director Chris Frederickson indicated the bid specified the construction would be completed before the winter weather, realizing contractors are busy during the construction season. He is anticipating turn around of the bid to be completed in fall or spring. The funding would be encumbered if the project is not completed until spring.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to reject the bid for Eastside Greenbelt Pathway – Pancheri Drive to West Broadway, and that notice of such be sent to the bidder. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

Fire Department

Subject: Agreement with Union, Local 1565

For consideration is the negotiated agreement with Union, Local 1565 and the City of Idaho Falls. The overall agreement reflects the last 5 months of negotiation and includes a 1% wage increase, and a post employee Medical Expense Reimbursement Plan (MERP). This agreement is for approximately one year and will expire on April 30, 2018. The financial terms of the agreement will go into effect at the beginning of the 2017/2018 budget year.

Councilmember Marohn stated all guidelines were met per the Council direction.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve the agreement with Union, Local 1565, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll

July 13, 2017 - Unapproved

call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

Community Development Services

Subject: Resolution Adopting the FY2017 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

For consideration is a resolution adopting the FY2017 CDBG AAP. The AAP describes how each year's CDBG dollars will be allocated. The public hearing for this year's AAP was held December 8, 2016 with a public comment period open until January 9, 2017. Final approval of the AAP was delayed until the United States Department of Housing and Urban Development (HUD) released its allocations for the grants.

Councilmember Dingman stated due to the amount of federal funding being reduced by \$6,424, staffs recommendation was to reduce the award to the Idaho Falls Downtown Development Corporation (IFDDC) for facade improvements. She stated the IFDDC application was higher this year with the expectation that funds would go towards the Bonneville Hotel Project. However, the Housing Company, who is working on the Bonneville Hotel, has chosen not to use any CDBG funds. This adjustment still gives IFDDC more funding than in previous years while not affecting other projects.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the resolution adopting the FY2017 Community Development Block Grant Annual Action Plan, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

RESOLUTION NO. 2017-18

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, FISCAL YEAR 2017 CDBG ANNUAL ACTION PLAN.

Subject: Resolution Determining Eligibility of Jackson Hole Junction for an Urban Renewal Project and Authorizing the Idaho Falls Redevelopment Agency to Prepare an Urban Renewal Plan

For consideration is a resolution which determines that the land intended to be developed as Jackson Hole Junction is eligible for an urban renewal project and authorizes the Idaho Falls Redevelopment Agency (Agency) to proceed with preparing an urban renewal plan for the area. The Agency reviewed the eligibility report for this area at its June 20, 2017 meeting and approved it by resolution. Pursuant to Idaho Code 50-2008 the Mayor and City Council must, by resolution, determine the area qualifies for an urban renewal project before a plan can be created and approved. If approved, the Agency intends to proceed with development of a plan for the area with a limited scope and timeline for projects in the area.

Community Development Services Director Brad Cramer stated Meghan Conrad, Attorney with Elam & Burke (Boise), Legal Counsel for the Idaho Falls Redevelopment Agency (IFRdA), is attending by phone. He also recognized the attendance of Phil Cushman, Cushman and Associates. Director Cramer stated the Urban Renewal District creates a revenue allocation area that allows the IFRdA to collect tax increment dollars. Any increase of the tax baseline would be allocated to the IFRdA to assist with projects identified in an Urban Renewal Plan. He stated there are a number of steps in order to create an Urban Renewal District including an eligibility report specifying one (1) of 14 criteria must be met to make a site eligible. Once the IFRdA reviews and approves the report, the report is then presented to the Council for acceptance and approval by resolution. The resolution authorizes the creation of an Urban Renewal Plan which outlines the projects and includes the financial feasibility report. Once that plan is completed it must be approved by the IFRdA, the Planning and Zoning (P&Z) Commission, and approved a second time by the City Council. Once the plan is approved and the district established, final steps include defining the taxing entities.

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Director Cramer then presented the following:

Slide 1 – Aerial photo of property under consideration

Director Cramer stated this property is unique for the IFRdA to consider as an Urban Renewal District as most sites have been located toward the City's core, which are older and have aging infrastructure.

Slide 2 – Geotechnical rock depth map

Director Cramer reviewed the map stating there is a shallow basalt on this site.

Slide 3 – Conceptual site plan/roadway network

Slide 4 – Site plan/rock depth overlay

Director Cramer stated there have been several discussions regarding Sunnyside Road and the access points in proximity to the interstate. Therefore, Idaho Transportation Department (ITD) has dictated the access points to this property. Sewer and main water lines will also follow the roadway.

Slide 5 – Photos indicating the 12 criteria have been met

Director Cramer stated the Comprehensive Plan shows the area as commercial. The current properties are not suited for and many structures are not safe.

Slide 6 – Photos indicating roadway turns on pioneer Drive

Director Cramer stated these are inadequate road patterns. These County roads do not meet City standards and are inadequate for the amount of potential traffic for proposed projects within this area.

Slide 7 – Photos indicating narrow streets and deteriorating areas, which are also inadequate for the proposed projects within this area

Slide 8 – 14 Eligibility requirements

Councilmember Hally stated the developer has paid a considerable expense for these reports related to development of the project. Director Cramer concurred, stating the developer is responsible for the upfront costs. To the response of Councilmember Marohn, he also stated, by State Statutes, the timeframe for development cannot be longer than 20 years. He indicated there are timeline goals to have all steps completed before year end to allow the tax be retroactive from the first of year. Brief discussion followed regarding other Urban Renewal Districts and the scrutiny of the State. Councilmember Dingman reiterated the importance of this location as an entrance to the City of Idaho Falls.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the resolution determining that the land intended to be developed as Jackson Hole Junction is eligible for an urban renewal project, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

RESOLUTION NO. 2017-19

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DETERMINING A CERTAIN AREA WITHIN THE CITY TO BE A DETERIORATED OR DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF IDAHO FALLS TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Growth Center Addition Division No. 1, 2nd Amended

For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Growth Center Addition Division No. 1, 2nd Amended. The Planning and Zoning Commission considered this application at its June 6, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

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Councilmember Dingman stated this is a small parcel, consisting of approximately 1/2 acre.

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

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Growth Center Addition Division No. 1, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Belmont Estates Division No. 2

For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Belmont Estates Division No. 2. The Planning and Zoning Commission considered this application at its June 6, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Dingman stated this is a very large residential plat, consisting of approximately 40 acres. The preliminary plat was approved in 2006.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Development Agreement for Belmont Estates Division No. 2, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to accept the Final Plat for Belmont Estates Division No. 2, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Belmont Estates Division No. 2, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Water Use and Assessment Agreement for Belmont Estates Division No. 2, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

Subject: Public Hearing – Ordinance Re-establishing a Business Improvement District in the Downtown Area

For consideration is an ordinance re-establishing a Business Improvement District (BID) in the Downtown Area. BIDs are regulated by Idaho Code 50-26. This code requires a public hearing be held to consider the proposed district and, if the Council decides to establish the district, approval of an ordinance to that effect. The BID was first established in the downtown in 1997 and was renewed in 2007. The proposed boundaries are the same as the past two district approvals. The proposed levy rate for the special assessment is proposed to be lowered from 4 mills to 2 mills, but the maximum assessment has been raised from \$1,700 to \$2,500. Per the requirements of the Idaho Code, petitions signed by more than 50% of affected property owners have been submitted to the City in support of the establishment of the BID.

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Mayor Casper reviewed the public hearing process. She opened the public hearing and ordered all items presented be entered into the record.

Director Cramer stated the original BID began in 1997 with a renewal in 2007. The ordinance establishing this district has set the 10-year timeframe. He stated there are different responsibilities in establishing a district within Idaho Falls and the City has not been responsible for initiating the application. The IFDDC has gathered all petitions. Director Cramer presented the following:

Slide 1 – Process Required by Idaho State Code 50-26

50-2603: An initiation petition containing a description of the boundaries, proposed uses and projects for district, and estimated rate of levy signed by persons who operate businesses or own business property what would pay 50% of the proposed assessment must be submitted to the legislative authority.

Petitions submitted by IFDDC to City staff: May 15, 2017. Director Cramer stated the petitions were reviewed multiple times by multiple staff members and were determined to be valid.

50-2604: If petition is valid, legislative authority shall adopt a resolution of intention to establish a district. Resolution must contain time and place of a hearing to consider the district and restate the information on assessment, boundaries, projects and uses as contained in the petition.

Resolution passed May 25, 2017.

Slide 2 – Process Required by Idaho State Code 50-26

50-2605: Notice of the hearing must be published in the newspaper AND mailing to each business in the proposed or established district at least 10 days prior to the hearing.

Notice published in the Post Register June 25, 2017. Mailings sent to all businesses and property owners June 23, 2017.

50-2606: In the hearing the legislative authority shall hear all protests and receive evidence for or against the proposed action.

Hearing held July 13, 2017.

50-2610: If, following the hearing, the legislative authority decides to establish the district, it shall adopt an ordinance to that effect.

Slide 3 – BID boundaries

Slide 4 – Proposed Terms of BID

- Boundaries to remain the same
- Assessment rate to be reduced from 4 mills to 2 mills
- Maximum assessment to be raised from \$1700 to \$2500. Director Cramer stated for the previous 20 years, the assessment value has been against the 1997 assessment. The proposal considers current assessment.
- Length of district to be 10 years
- Proposed projects and uses outlined

Director Cramer stated staff is recommending approval of BID as he believes, when done correctly, the BID is an important partner with the City. He stated the Bonneville County Assessor will be collecting assessments in the future, the City will only be involved in distribution.

July 13, 2017 - Unapproved

Mayor Casper requested comments from the IFDDC.

Catherine Smith appeared. Ms. Smith requested, on behalf of the IFDDC, that the BID be approved. She distributed letters of support from Bank of Idaho, MCS Advertising, and Renee Magee, who were unable to attend the public hearing. Ms. Smith briefly reviewed IFDDC accomplishments, events, and the purpose of the IFDDC. She stated the IFDDC also administers a 501(C)(3) foundation for historic downtown which has provided grants and arts for beautification. She also stated the IFDDC is actively engaged in the downtown plan. She reviewed the process of the reduction of the mill rate, including the reevaluation of the mill rate once assessments were originally given to business owners. Ms. Smith stated there is much work to be completed downtown and IFDDC wants to be a positive force. She invited all downtown property owners to the monthly board meetings to share their individual thoughts with the board members as she is dedicated to listening.

Mayor Casper requested any public comments.

Jim Sevy, Musicare, appeared. Ms. Sevy expressed his appreciation to the Council's service as well as Ms. Smith. He believes there is confusion who can participate in the BID but also believes the perceivable return of the assessment is minimal. He believes many of the accomplishments of the IFDDC were completed by volunteers, with a very small amount of money used. He stated the lack of return on the investment of the assessment is burdensome. He believes the cap on the assessment was originally used as a means to influence property owners to support and renew the BID but believes the mill rate was reduced due to lack of support for renewal. Mr. Sevy questioned the construction of a parking garage, the impact of the original BID total business volume within the District, how the City has measured the benefit of the BID, and, what uses the special assessment revenue have been applied to. He believes the biggest issue that many people have with the BID is the perception.

Dale Catmull, property owner of 367 Broadway (formerly Catmull's Furniture), appeared. Mr. Catmull stated he has many of the same concerns as Mr. Sevy. He stated the assessments were almost double as the previous years. He indicated he visited with other business owners, some who did not want to be included in the BID. He stated over the course of years, he has not seen the return on the investment of the amount of money that has been put into the downtown district. Mr. Catmull believes property owners would put forth their time to get projects going but believes several programs have left the downtown area. He suggested to remove the south boundary (Broadway area) from the BID.

Kurt Payne, owner of Ford's Bar, appeared. Mr. Payne stated he is against the BID for many reasons. He expressed his concern with percentages and questioned why not all businesses pay the same. He indicated higher value properties are paying less than lower value properties. He believes the cap is keeping higher value properties from paying their share. He believes the amount has always been \$2500. Mr. Payne stated he was unable to obtain emails for correspondence to other property owners. He is opposed to the BID.

Janet Jack, owner of Broadway property, appeared. Ms. Jack stated she purchased this property 14 years ago and has sold other properties and her home to improve her building/business. She requested to be removed from the BID boundary. She stated she has paid the tax for 13 years but has understood she should be exempt from the tax because she lives in the building.

David Nygard, owner of 3 downtown buildings, appeared. Mr. Nygard believes, through previous experience, that Russia has more freedom than we have. He questioned the increase of the taxes and believes the BID tax is extreme. He questioned who controls the tax, the votes and when. He questioned who the limit of the tax is for. He believes this is not a one on one vote.

Greg Crockett, owner of building on Park Avenue and A, appeared. Mr. Crockett stated he has been at this location for 44 years and believes downtown has never been better. He agrees that imposing a tax is a burden on the neighborhood, although he believes there will be a return on the investment. He also agrees that Broadway has been neglected. He indicated this area has been and is currently being addressed with the IFDDC and resources are being discussed. However, Mr. Crockett stated there is complexity as Broadway is a State highway and any

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improvements have to be approved by the State. Mr. Crockett stated the levy is targeted to raise the same amount of money. He accepted the responsibility of the re-evaluated mill rate. He believes the IFDDC is doing the best they can to carry out specific goals. In response to Mr. Payne, Mr. Crockett stated he does not have the authority to release names and emails. He requested approval of the BID.

Marilyn Nygard appeared. Ms. Nygard believes the BID is trying to make things beautiful but she believes the majority of improvements have been performed by the expense of business owners, not BID monies. She believes business owners are the ones who make the businesses work, not the BID.

Amy Kingston, Kingston Organization, appeared. Ms. Kingston stated their records indicate \$2500 has been paid for several years. She stated non-retail owners do not see the foot traffic and the organization has to compete for tenants. She believes the flower baskets are not a benefit of the BID and also believes they are being asked to pay services which are out of their control. She questioned how the money is spent and where. Ms. Kingston believes if more people were informed it would be beneficial.

Richard Napier, owner/operator of Idaho Mountain Trading, appeared. Mr. Napier stated he has been a proponent of the BID since its inception and was a previous board member for first the nine (9) years. He has seen great improvements due to the BID. He briefly reviewed the Yellowstone Parking project. He stated the IFDDC has obtained grants for signage and beautification projects. Mr. Napier believes downtown is spiraling up and he is in favor of the approval.

Ms. Smith reappeared. She stated approximately \$1m have been collected. She indicated not all property owners have paid the assessment over the years as there was no enforcement of payment. She believes by moving the collection to the County there will be an effective assessment collection. Ms. Smith stated in response to previous comments, the maximum assessment has been \$1700. She indicated of the 110 properties, 11 properties pay the maximum rate. Ms. Smith believes there are creative ways to accomplish a downtown parking garage, which would be very beneficial, but does not believe the IFDDC can accomplish that fund raising. She reviewed several parking lot locations and stated several merchants will validate parking. She believes the goal moving forward is to work in a positive way. She requested merchants and business owners to join the Board of Directors meeting so they can be heard and have their concerns discussed to create a positive community.

Director Cramer reappeared. He stated a letter from Mr. Thomas Mannschreck was inadvertently omitted from the record. He read the letter as follows:

Dear Mayor Casper:

We will not be able to attend the July 13th public hearing reflected in the enclosed notice. We do support the proposition and ask you to have this letter of support entered into the public record.

Thank you. Sincerely, Thomas Development Co., Thomas C. Mannschreck, President

Director Cramer stated, to clarify previous comments, the \$1700 maximum assessment was identified in the 2007 BID ordinance. He stated the 1997 ordinance set the mills rate at 7 with a \$3000 maximum assessment and a \$200 minimum assessment. He also clarified there is no City metrics for planning, however he would like to have specific conversations to measure the effects of the BID and planning efforts.

To the request of Councilmember Ehardt, Director Cramer stated the boundaries of the BID can be adjusted although all petitions would then have to be re-evaluated. He also reiterated that 110 businesses are currently on the BID role. He stated 50% of property owners paying into the assessment would need to be in favor of the BID, there are currently 57% in favor.

To the response of Councilmember Dingman, Director Cramer stated the Community Development Services staff assists the IFDDC with minor administrative functions as well as attending IFDDC meetings.

July 13, 2017 - Unapproved

Ms. Smith reappeared. She stated, per Councilmember Ehardt's question, the cap was established so as not to create a burdensome tax for multiple property owners so they are not dis-incentivized to improve their properties. Ms. Smith explained the district is calculated with all property values and the assessment was taken at .002 with any properties over the \$2500 amount capped. To the response of Councilmember Marohn, Ms. Smith stated there is very low participation in Board Meetings from property owners. She briefly reviewed the number of board meetings, the number in attendance, and board members. To the response of Councilmember Radford, Ms. Smith stated tenants have no role in the BID.

Ms. Jack reappeared. Ms. Jack stated she will lose current tenants and will be required to increase her rent to pay taxes for the BID.

Director Cramer reappeared. He stated, per Council's request, there are approximately 86 signed petitions. He indicated a petition is required for each property.

Chaney Trench, downtown business owner, appeared. Ms. Trench stated she has been in the downtown area for two (2) years, where she also resides. She indicated the IFDDC attracted her attention. She also indicated she enjoys the area and encourages her clients to experience the downtown area as well. She sympathizes with property owners and she believes the purpose of a renter is to make profit. She believes attention to downtown brings more business.

Mr. Catmull reappeared. He stated the petition did not allow a signature if someone was not in favor of the BID. He believes the established cap is buying the vote. He also believes if property owners had an opportunity to vote yes or no, there would not be enough votes to pass.

Mr. Napier reappeared. He believes approximately \$70k would be raised through the BID. He believes the 57% of the assessment is fair and just.

Mayor Casper closed the public hearing and requested a brief recess for Councilmembers to review submitted materials.

After the brief recess, Mayor Casper turned the discussion to Councilmember Dingman, liaison of Community Development Services. Councilmember Dingman stated this is a very difficult conversation regarding the BID. She indicated several years ago she used to rent property downtown and had a very negative experience with the IFDDC and the downtown neighbors. She stated she left the downtown area because of the lack of marketing. However, she believes the BID performs an important function that City government cannot accomplish alone. She believes the \$2500 cap is reasonable and the BID petition does meet all requirements. Councilmember Dingman also believes the communication issues need to be resolved, which is the responsibility of the IFDDC. She stated due to her previous experiences with downtown businesses, she is in support of the BID.

Councilmember Marohn stated part of the Community Development Block Grant (CDBG) process includes discussion with the BID for planning and direction for expenditures. He believes there is a positive aspect of the community and the connection BID has with other agencies to bring money into community.

Councilmember Ehardt stated she prefers the IFDDC to remain viable and believes the IFDDC has served a valuable purpose. She also believes there is a means to get businesses on board as there are concerns with several businesses. She stated although she wants the BID to be successful she cannot support this action.

Councilmember Hally reviewed previous meetings regarding downtown issues. He believes the BID was instrumental to get the Redevelopment Agency to invest in the downtown area. He also believes the BID was responsible for the actions in getting the Council to incorporate intersections downtown. He does not believe the BID is asking for an outrageous amount of money. He believes there is responsibility of property owners to attend the board meetings. He is in favor of the BID.

July 13, 2017 - Unapproved

Councilmember Smith believes downtown looks vibrant and economically in good shape. After review of information submitted by the IFDDC he indicated those property owners who have expressed the negative comments have not been paying into the BID. He believes lack of participation will not see the benefit in belonging to this organization. He is in favor of the BID.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the ordinance re-establishing a Business Improvement District in the downtown area under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Hally, Radford. Nay – Councilmember Ehardt. Motion carried.

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

ORDINANCE NO. 3125

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, CREATING A BUSINESS IMPROVEMENT DISTRICT PURSUANT TO CHAPTER 26, TITLE 50, IDAHO CODE FOR THE PURPOSE OF PROMOTING BUSINESS AND EVENTS WITHIN THE DISTRICT; IMPROVING AND MAINTAINING PUBLIC AREAS WITHIN THE DISTRICT AND FULFILLING ALL PURPOSES FOR WHICH A BUSINESS IMPROVEMENT DISTRICT MAY BE FORMED; ESTABLISHING THE RATE OF LEVY FOR SPECIAL ASSESSMENTS BY DISTRICT; AUTHORIZING THE COUNCIL TO CONTRACT WITH A BUSINESS ASSOCIATION TO ADMINISTER THE OPERATION OF THE BUSINESS IMPROVEMENT DISTRICT; PROVIDING FOR SEVERABILITY; PUBLICATION BY SUMMARY; AND ESTABLISHMENT OF EFFECTIVE DATE.

Mayor Casper expressed her appreciation to those who have attended the meeting and shared their concerns. She believes the concerns gives the leadership of the IFDDC some outreach opportunities.

There being no further business, the meeting adjourned at 10:02 p.m.

CITY CLERK

MAYOR

July 14, 2017 Budget Session - Unapproved

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Budget Session), Friday, July 14, 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 Barbara Ehardt
Councilmember John B. Radford
Councilmember David M. Smith
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman
Councilmember Thomas Hally

Also present:

Pamela Alexander, Municipal Services Director
Mark Hagedorn, Controller
Kenny McOmber, Treasurer
Mark McBride, Police Chief
Kami Morrison, Executive Assistant to the Mayor
Dana Briggs, Economic Development Coordinator
Jackie Flowers, Idaho Falls Power Director
Ryan Tew, Human Resources Director
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 requested Director Alexander appear for follow-up discussion per Councilmember Smith's request. This discussion regarded a July 13, 2017 Council Meeting agenda item requesting approval of AssetWorks, Inc., a fleet management system. Director Alexander stated the discussion included incorporating the fleet management system into the Cayenta system as Cayenta did not have a fleet asset management module. She indicated AssetWorks had been budgeted in the Municipal Equipment Replacement Fund (MERF). Councilmember Smith believes the funding for this item needs to come out of current funds, not the prior year MERF budget. Director Alexander stated staff's recommendation was to utilize savings anticipated in the MERF to fund the software purchase for this year, in the amount of approximately \$10,000. Additional funding will also be included in the 2017/18 budget year. Brief discussion followed regarding the MERF as well as encumbrances. Director Alexander indicated she will utilize funding from other sources if Council prefers. Mayor Casper believes while the MERF is for equipment replacement, AssetWorks specializes in management of equipment replacement. She believes it could make sense to fund the software purchase from the savings in the MERF. After brief comments, it was moved by Councilmember Smith, seconded by Councilmember Ehardt, to amend the agenda to include a motion to rescind a previous action, specifically item 5(A)(3) dated July 13, 2017, regarding the professional services agreement with AssetWorks. The good faith reason for amending the agenda is expediency, in order to prevent what may be an inappropriate expenditure by the City. The motion to amend the agenda will allow for a timely action to reconsider the item before a disbursement is made. And the motion to rescind will allow further information gathering and debate regarding the previous action. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Ehardt, Marohn. Nay – Councilmember Radford. Motion carried. It was then moved by Councilmember Smith, seconded by Councilmember Ehardt, to rescind Council's action on item 5(A)(3) from the Council Meeting dated July 13, 2017. Mayor Casper requested discussion for this item be placed on the July 24 Council Work Session. Director Alexander concurred. Roll call as follows: Aye – Councilmembers Dingman, Marohn, Smith, Hally, Ehardt. Nay – Councilmember Radford. Motion carried.

July 14, 2017 Budget Session - Unapproved

Police Department:

Chief McBride presented the following:

Funding Sources	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$802,637	\$626,877	(\$175,760)

Chief McBride stated decrease in Charges for Services are mainly within Animal Control Services. There is also a decrease in several grants, including Idaho Transportation Department (ITD) grants. Councilmember Marohn believes as the City grows additional people are needed and potential grants could have been used to assist with hiring costs. Brief discussion followed.

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$13,858,397	\$14,461,023	\$721,627

Brief discussion followed regarding \$417,354 increase in Wages and Benefits. Chief McBride stated there are no new positions, however the Police Department is the second largest workforce within the City with 140 total employees, including part time staff. Operational Expenses includes a request for a building consultant as well as a substantial increase in snow removal. Capital Outlay includes two (2) additional vehicles for new officers. Inter-fund transfers includes fees for dispatch. Discussion followed regarding the MERF. Director Alexander stated any savings occurring in the MERF stays within the department.

Priorities:	One-time Cost	Ongoing Cost
1. Fleet patrol vehicle	\$94,400.00	
2. VM ESXI Server pair (report writing system)	\$30,000.00	
3. Refrigeration System and Freezer	\$16,441.47	
4. MERF – Crematorium (5-year replacement)	\$16,666.00	
5. Professional Services – New Building Consultant	\$150,000.00	

Chief McBride stated additional items for future requests will include a crime scene extraction system, crime scene trailer, remodel upgrade to the report room, and equipment storage.

Councilmember Dingman believes priority requests are reasonable. She encouraged Council to look at the current space for law enforcement as she believes a new Law Enforcement Building (LEB) is needed. Brief discussion followed regarding the lease agreement of the LEB.

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

Mayor, City Council, and Targhee Regional Public Transportation Authority (TRPTA):

Mayor Casper introduced Kami Morrison, who also administers budget for the Council, to present the following:

Mayor's Office Budget Overview

Ms. Morrison stated there are no Funding Sources, the Mayor's Office serves as an administrative function only.

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$245,876	\$244,514	(\$1,362)

Ms. Morrison stated Wages and Benefits increase includes a new Public Information Officer (PIO) intern. Inter-Fund Transfers includes time allocation to other departments.

Mayor Casper stated the Mayor's Office currently has 2.5 employees; an Executive Assistant, a PIO (equally funded by Idaho Falls Power), and an Economic Development Coordinator. She reviewed duties of each staff member.

Priorities:	One-time Cost	Ongoing Cost
1. Communications Team/PIO Function		\$32,500

July 14, 2017 Budget Session - Unapproved

Mayor Casper believes the realm of a PIO is ever evolving and plays a critical role for public communication. She indicated the City has multiple social media accounts and managing the accounts are very time consuming. She believes there is concern for one (1) PIO to maintain the workload of ten (10) departments of the City and to be available on a continual (24/7) basis. She believes this current workload for the Ms. Hammon has become unreasonable. Director Tew concurred.

Mayor Casper reviewed current ad hoc and ongoing City teams and proposed a Communications Team consisting of one (1) Full-time Employee (FTE) City-wide PIO, ½ FTE Police Department PIO, ½ FTE Parks and Recreation PIO, one (1) FTE PIO shared by Fire Department and Public Works, and one (1) Intern (Communications or Marketing Student). She indicated Department Directors were in favor of additional PIO resources. Funding source amounts will vary between departments, with the exception of the Legal Department which will not contribute due to liability concerns. Mayor Casper believes the Communications Team could also assist with internal communication/messaging.

Councilmember Radford believes a part-time employee may be a better solution than an intern, who tends to have more frequent turn-around. Brief discussion followed regarding internship.

Council Budget Overview:

There are no Funding Sources.

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$5,294,702	\$470,338	(\$4,824,364)

Ms. Morrison stated decrease in Operational Expenses are due to no Airshow in the following year. Inter-Fund Transfers decrease is due to Council-approved transfer to the Street Fund. Mr. Hagedorn stated when Council authorizes a transfer, this is noted as an expenditure.

Ms. Morrison reviewed the Council travel budget as it was requested the travel budget be increased to allow training for Councilmembers. Mr. Hagedorn stated the travel fund is un-allocable. Ms. Morrison reviewed Community Support and TRPTA funding. After brief discussion, it was decided to create a sub-division within the Council budget to include Community Support, TRPTA, and Association of Idaho Cities (AIC) membership fees.

Priorities:	One-time Cost	Ongoing Cost
1. Director Salaries	\$40,000	

Mayor Casper indicated the request is to increase Department Directors wages whose current wages may be less than market value. She believes the wage increase is incentive to maintain the current Directors. Director Tew indicated this amount averages to approximately 2.5%, which also includes benefits.

Mr. Hagedorn proposed a contingency fund, for items which would be allocated at a later time. This fund would be a budgetary placeholder only. He indicated this fund would also allow for unplanned events (acceptance of grants, donations, etc). The requested amount of \$6m is currently located in the General Fund. Mr. Hagedorn stated this amount includes a Provision Retirement of \$1.2m. He indicated there are 45 employees eligible in the upcoming year for retirement with payout amount of approximately \$1.5m. He reviewed separation and retirement payouts from FY2010-FY2016. He stated the sick leave payout makes the retirement payout more difficult to manage. Director Tew indicated a vacation payout will change dramatically if a vacation change is implemented.

It was moved by Councilmember Smith, seconded by Councilmember Marohn, to accept the Mayor and Council budgets as tentatively presented. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

Legal Department:

Mr. Fife stated there are no requests for the FY2017/18 budget, any increases are for standard inflation items. He indicated a request will potentially be submitted in the following year for software costs for the court system.

July 14, 2017 Budget Session - Unapproved

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$871,662	\$938,240	\$66,578

Mr. Fife briefly reviewed the court costs with comparison of similar staff, indicating they are reasonable. Staffing levels for comparison of costs are unknown. He stated the trend of ticket writing has decreased although the cost has increased. He also stated collections for fines and costs have increased. Discussion followed regarding the Magistrate Court costs. It was decided the \$250,000 placeholder for the Magistrate Court funding will be relocated to the Legal Administration budget.

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

Idaho Falls Power (IFP):

Director Flowers presented the following:

Funding Sources	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$48,240,715	\$50,527,576	\$2,286,861

Director Flowers stated Contributed Capital/Developer Fees increase is largely due to line extension fees. She stated the grant through Idaho State Parks & Recreation Department for the Gem Lake Marina dock and boat ramp was approved in the amount of \$122,000.

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$56,685,721	\$60,573,271	\$3,887,550

Director Flowers stated IFP has continued to make adjustments to coincide with the Cost of Service model. There is no proposal of staff increase except for staff adjustments within the power plants. There is also no request for an additional slice scheduler. There is an increase for the market-based compensation scale, mainly for non-union employees. She stated overall budgetary expenditures at Gem State have decreased largely due to the completion of dike work. Increase in Transmission is largely due to capital projects, including the Heritage Park line relocation project. This project has also been included in revenue source. Brief discussion followed regarding locating a substation near Sandy Downs. Distribution increase is also largely due to capital projects which will include development projects. Director Flowers stated A&G operation costs include a \$1.2m increase for slice full service, as an insurance policy. She briefly reviewed Warehouse, Engineering, and Energy Services including modifications to the Energy Center. She stated the majority of increase within Fiber is for capital projects including a possible pilot program. Brief discussion followed regarding accommodation of lighting for future July 4th firework displays.

Director Flowers stated IFP will be requesting a rate increase to all customers effective October 1, 2017. She stated in 2015 IFP absorbed a 9% increase from Bonneville Power Administration (BPA) and power rates were also decreased. She anticipates a 6% rate increase from BPA which cannot be absorbed. She stated transmission costs continue to increase which will also affect IFP rates. She indicated supplemental support of The Energy Authority (TEA) will continue at this point. Director Flowers stated IFP is proposing to phase in the increase over the course of the following two (2) years. The increase is scheduled to generate approximately \$1.7m in revenue. She reviewed the proposed increases which are based on the Cost of Service model. IFP is proposing a slight credit in the Power Cost Adjustment, which will be included on utility billing statements. Brief discussion followed regarding customer use relative to the proposed rate increase as well as increasing rates in one (1) year versus a phased-in approach. There was consensus of the Council to increase the rates in one (1) year. Director Flowers proposed the Line Extension Fee for Single Family Home be phased in. This only affects residential customers.

Residential Transfer Customer Fee would be incurred to those who have been annexed into the City and have requested a Rocky Mountain Power buyout. This fee is anticipated to occur for approximately three (3) years until the costs for buyout have been fulfilled. Director Flowers indicated meetings will occur with the neighbors regarding this fee.

July 14, 2017 Budget Session - Unapproved

Priorities:	One-time Cost	Ongoing Cost
1. Complete and develop implementing strategies for Strategic Plan initiatives		
2. Operational excellence initiatives: focus on data collection, monitoring, analytics to drive initiatives (capital investment, program development)		
3. Capital expansions to support large development projects while maintaining cost causation principles established in cost of service		
4. Continue with expansion of Capital Improvement Projects (CIP) projection on the 10 year horizon to smooth cash investments in rate analysis		
5. Continue progress on enhancing system capacity and reliability in growth areas		

There was no motion to accept the tentative budget for IFP due to the proposed rate increase which will change revenues and expenditures.

Follow-up Discussion:

Councilmember Marohn stated discussion regarding General Fund expenditures will occur at the July 18 Budget Session.

There being no further business, the meeting adjourned at 5:28 p.m.

CITY CLERK

MAYOR

REGULAR AGENDA:



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: August 4, 2017

RE: Easement Vacation Request – Lot 1 Block 1 KJ's Sunnyside Div. No. 1

The property owners of Lot 1 Block 1 KJ's Sunnyside Div. No. 1 have requested the vacation of a utility easement. The vacation of the easement will allow for better use of the property. All utility services have reviewed and approved the request.

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

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EASEMENT 1

PART OF LOT 1, BLOCK 1, KUB'S SUNSHINE, DIVISION NO. 1, AN ADDITION TO THE CITY OF IDAHO FALLS, BEING IN THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 38 EAST, S. M. BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33, THENCE S 89°24'03" E 408.43 FEET ALONG THE SECTION LINE, THENCE S 30°08'05" W 72.01 FEET TO THE POINT OF BEGINNING, THENCE S 89°24'03" E 10.05 FEET, THENCE S 00°00'00" W 51.89 FEET, THENCE N 79°39'19" W 10.16 FEET, THENCE N 00°00'00" E 51.89 FEET TO THE POINT OF BEGINNING.

EASEMENT 2

PART OF LOT 1, BLOCK 1, R/S SUNNYSIDE, DIVISION NO. 1, AN ADDITION TO THE CITY OF IDAHO FALLS, BEING IN THE NW1/4NW1/4M OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 38 EAST, B.M. SONNEVILLE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE S 89°24'59" E 405.62 FEET ALONG THE SECTION LINE; THENCE S 00°08'07" W 136.78 FEET TO THE POINT OF BEGINNING; THENCE S 84°23'42" E 10.05 FEET; THENCE S 00°00'00" W 204.30 FEET; THENCE N 89°24'36" W 10.05 FEET; THENCE N 30°50'07" E 205.78 FEET TO THE POINT OF BEGINNING.



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469 Lincoln Street • Amarillo, Texas 79109 • Phone: 208.726.5747 • Fax: 208.726.5747

DESIGN BY	DESIGN BY	CHECK BY
TD		CMJ
JOB NO. 2019-473		
DATE: DECEMBER, 2018		
REVISIONS	DATE	
CITY OF IDAHO FALLS VACATED EASEMENT PART OF THE NW1/4NW1/4 OF SECTION 33 T. 2 N., R. 38 E.B.M. BONNEVILLE COUNTY, IDAHO		
SHEET NO. 1		
1 OF 1 SHEET		



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

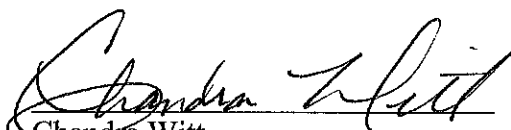
DATE: August 8, 2017



RE: Purchase of Remote Meters for Idaho Falls Power

Idaho Falls Power and Municipal Services is requesting approval to purchase additional Form 2S Class 200 (REXU) remote disconnect meters from Elster Solutions, LLC in the amount of \$95,950.00. This purchase is to restock the department inventory of remote disconnect meters. Funding to purchase the meters is an annual operating budget item within the 2016/17 Electric fund budget.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent




MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig H. Davis, Airport Director

DATE: August 10, 2017

RE: Acceptance of FAA Grant Offer
FAA AIP Project # 3-16-0018-043-2017

Attached for your consideration is Federal Aviation Administration (FAA) Grant Offer AIP No. 3-16-0018-043-2017 in the amount of \$7,813,597.00 for the Construction Phase of the Rehabilitation of Taxiway A, C and Runway 2/20 project. This grant represents 93.75% of FAA eligible costs, with the remaining costs funded by Airport budgeted resources.

The Airport Department respectfully requests acceptance and authorization for the Mayor and City Attorney to execute said documents.

c: City Clerk
AIP 43 File



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: August 4, 2017

RE: Final Plat, Development Agreement, Water Use and Assessment Agreement, and Reasoned Statement of Relevant Criteria and Standards, Carriagegate Division No. 6

Attached is an application for Final Plat, Development Agreement, Water Use and Assessment Agreement, and Reasoned Statement of Relevant Criteria and Standards, Carriagegate Division No 6. 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
- Development Agreement
- Water Use and Assessment Agreement
- Reasoned Statement of Relevant Criteria and Standards


CC: Kathy Hampton, City Clerk
File

BGC-069-17

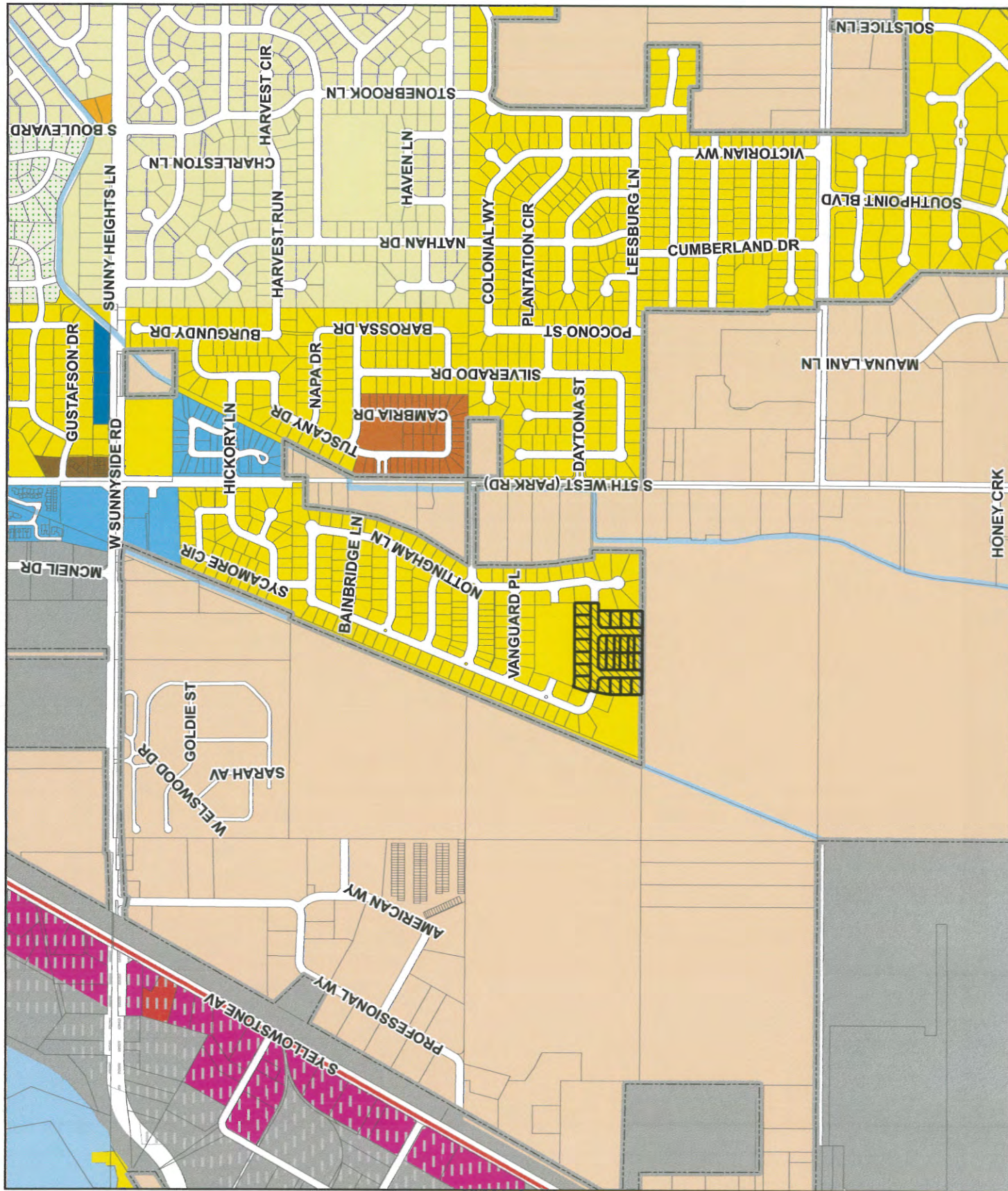
Legend

-  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




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

1" = 1,000'





S Boulevard

Sunny Heights Ln

Gustafson Dr

W Sunnyside Rd

McNeill Dr

Purser Ln

Goldie St

Sarah Ave

E Elsworth Dr

W 38th S

American Way

Professional Way

S Yellowstone Ave

Enterprise St

Bombardier Ave

Pedersen St

Stone Run Ln

Brookside Dr

Harvest Cir

W Stone Run Ln

Nathan Pl

Harvest Run

Cobblestone Ln

Stonebrook Ln

Haven Ln

W Woodhaven Ln

Nathan Dr

Colonial Way

Plantation Cir

Williamsburg Ln

Leesburg Ln

Harrisburg Ln

Martinsburg Ln

Victorian Way

Cumberland Dr

Richmond Ln

E 49th S

Lost Trail Pl

Whisper Cove Pl

Mauna Lani Ln

S 5th W

Nottingham Ln

Vanguard Pl



Carriagegate Ln

Bainbridge Ln

Manchester Ln

Nottingham Ln

Birmingham Ln

Sycamore Ct

Hickory Pl

Hickory Ln

Burgundy Dr

Barossa Dr

Tuscany Dr

Chateau Dr

Napa Dr

Silverado Dr

Pocoyo St

Daytona St

Rockingham St



CARRIAGEGATE DIV. NO. 6
AN ADDITION TO THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
BEING IN PART OF THE N 1/2 OF THE SE 1/4 OF SECTION 36,
TOWNSHIP 2 NORTH, RANGE 37 EAST, B.M.
(Sheet 1 of 2)

Carriagegate Div. 5
Inst. No. 1285285

Lot 10
Block 9

Lot 11
Block 9

Lot 12
Block 9

Lot 13
Block 9

Lot 14
Block 9

Lot 15
Block 9

Lot 1
Block 9

Lot 9
Block 9

12.00' Public Utility Easement

Wilshire Place

12.00' Public Utility Easement

Lot 11
Block 10

Un Platted

Block 10

Lot 6
0.262 Acres

Lot 7
0.245 Acres

Lot 8
0.248 Acres

Lot 9
0.248 Acres

Lot 10
0.248 Acres

Lot 11
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Lot 12
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Lot 14
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Lot 16
0.248 Acres

Lot 17
0.254 Acres

Lot 18
0.230 Acres

Lot 19
0.230 Acres

Lot 20
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IDAHO FALLS PLANNING AND ZONING COMMISSION

STAFF REPORT

FINAL PLAT

Carriagegate, Division 6,

July 11, 2017



Community
Development
Services

Applicant: Aspen
Engineering

Location: Generally south
of W Sunnyside Rd., west
of S 5th W, north of W
49th S extended and east of
S Yellowstone Ave.

Size: 7.412 acres

Lots: 27

Existing Zoning:

Site: R-1

North: R-1

South: County A-1

East: R-1

West: R-1

Existing Land Uses:

Site: Undeveloped

North: Undeveloped

South: Agriculture

East: Residential

West: Residential

Future Land Use Map:

Lower 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 Carriagegate, Division 6.

History: This property recently had an approved revision to
its preliminary plat in March of this year.

Staff Comments: The property is zoned R-1 and the plat
includes 12 lots for future attached single-unit homes. The R-
1 zone will require the developer to submit a Conditional Use
Permit for the Attached Single-Unit Home in the R-1 zone.
The proposed plat complies with the minimum requirements
of their respective zones. A 20 foot temporary emergency
vehicle easement is required between the the ends of Craven
Lane and Yorkshire Lane. This easement will be recorded
separately of the plat.

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

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

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

Zoning Ordinance:

10-3-10: R-1 RESIDENCE ZONE

(A) General Objectives and Characteristics.

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

(B) Use Requirements.

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

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

(C) Area Requirements.

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

(D) Width Requirements.

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

(E) Location of Buildings and Structures.

- (1) Setback. All buildings shall be set back a minimum distance of thirty feet (30') from any public street, except as herein provided and required under the provisions of this Zoning Code. 56

- (2) Side Yards. For main buildings there shall be a side yard of not less than eight inches (8") for each foot of building height, except that no side yard shall be less than seven feet (7') six inches (6"). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.

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

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

(F) Height Requirements.

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

(G) Size of Building.

No requirement.

(H) Lot Coverage.

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

(I) See Supplementary Regulations.

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

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

3. PLAT 17-014. Final Plat Carriage Gate, Division 6. McLane presented the staff report, a part of the record. Morrison asked if Regence Lane is paved. McLane indicated that a portion is paved to the edge of the plat, and is considered a City Road. Dixon asked if the twin homes that will need the CUP are like the others on Carriage Gate. McLane agreed that the twin homes will be similar. Dixon asked if the reason for the emergency access is due to the length of the roads. McLane agreed that the emergency access is due to the length of the stub roads. McLane indicated that it is not required, but they want to provide those for safety in the future development of the property. McLane stated that there is an alley that is provided down the center of the twin homes. McLane stated that the HOA will be responsible for the alleys. Dixon asked if the garbage collection is in the alleys. McLane indicated he is not sure what sanitation uses for that area.

Applicant: Ryan Loftus, 10727 North Yellowstone Hwy., Idaho Falls, Idaho. Loftus indicated that the alley is not an alley, but rather a private easement. Loftus indicated that it will be a private easement and owned and maintained by the home owners through the HOA. Loftus indicated that garbage collection does go through the private easement and they will make a provision for that through the cross-access agreement and make sure that City has access for sanitation. Loftus stated that all the garages back onto the private easement. Dixon clarified that the HOA will be responsible for snow removal. Loftus agreed with Dixon and added that the HOA is responsible for maintenance as well. Loftus stated that the existing single family attached homes along Carriage Gate have a 15' easement with a 15' paved driveway and this will be 16' and evenly spread between the two lots. Loftus indicated that the Final Plat has 27 lots and this is the second to the last division of this subdivision. Division 7 to the north will take in Wilshire and that will complete the property that has been annexed.

Swaney moved to recommend to the Mayor and City Council approval of the Final Plat for Carriage Gate Division 6 as presented, Morrison seconded the motion and it passed unanimously.

DEVELOPMENT AGREEMENT
CARRIAGEGATE SUBDIVISION NO. 6

This DEVELOPMENT AGREEMENT, CARRIAGEGATE SUBDIVISION, NO. 6, (hereinafter called "AGREEMENT"), is made this 4 day of Aug, 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 MC&DM INVESTMENTS, Corporation, (hereinafter called "DEVELOPER"), 6549 S. 5th West, Idaho Falls, ID 83404.

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

DEVELOPMENT AGREEMENT – CARRIAGEGATE SUBDIVISION NO. 6 PAGE 1 OF 10

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

remedy available at law or in equity.

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Ph.D, Mayor

DEVELOPER

By Dean M. Mortimer
Dean M. Mortimer, President



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, Ph.D., 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 4th day of August, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Dean M. Mortimer, 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.



Jenesa Johnson
Notary Public of Idaho
Residing at: Idaho Falls, ID
My Commission Expires: 6/26/2023

"EXHIBIT A"
CARRIAGEGATE, DIVISION NO. 6

A parcel of land being part of the North Half of the Southeast Quarter of Section 36, Township 2 North, Range 37 East, Boise Meridian, described as follows:

Commencing at the East Quarter Comer of said Section 36 and running thence S00°07'54"W 1319.66 feet along the West line of said Section 36, thence leaving said West line N89°43'11" W 942.14 feet to the Southwest corner of the recorded subdivision of Carriagegate Div. No.4, having Instrument No. 1277584, said Southwest corner also being the True Point of Beginning, thence N89°43'11" W 625.00 feet to the Southeast corner of the recorded subdivision of Carriage gate Div. No.5, having Instrument No. 1288285, thence along the boundary of said Carriagegate Div. No.5 the following ten (10) courses; (1) N00°07'49"E 240.39 feet, (2) N08°55'59"E 99.82 feet, (3) N15°50'31 "E 60.00 feet to a point of a non-tangent curve to the right having a radius of 220.00 feet, a chord bearing N72°19'24"W 14.09 feet and a delta angle of 03°40'10", (4) along said curve to the right 14.09 feet, (5) N17°28'25"E 123.52 feet, (6) N22°06'57"E 190.00 feet, (7) S67°53'03"E 3.76 feet, (8) N15°T07'00" E 129.81 feet, (9) S 67°53'03"E 28.16 feet, (10) S89°52'11" E 475.01 feet to the Southwest corner of Lot 1, Block 9 of said Carriage gate Div. No.4, thence along the West line of said Carriagegate Div. No.4 the following five (5) courses; (1) S00°07'49" W 120.00 feet, (2) S89°52'11 "E 18.00 feet, (3) S00°07'49" W 360.00 feet, (4) N89°52'11" W 57.22 feet, (5) S00°07'49" W 330.21 feet to the True Point of Beginning.

Parcel contains 1 1.304 Acres.

EXHIBIT "B"

**SPECIAL CONDITIONS FOR
CARRIAGEGATE, DIVISION NO. 6**

S-C 1.00. Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Five Thousand Four Hundred dollars (\$5,400) (27 lots of R-1 zone at \$200 per lot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof of this Agreement	\$ 540.00
November 1, 2017	\$1,215.00
February 1, 2018	\$1,215.00
May 1, 2018	\$1,215.00
August 1, 2018	<u>\$1,215.00</u>
TOTAL	\$5,400.00

S-C 2.00. Surface Drainage Fees. The surface drainage fee for this Subdivision is One Thousand Eight Hundred Twenty-Two dollars and Thirty-Three cents (\$1,822.33) (242,978 square feet net area at \$.0075 per square foot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof of this Agreement	\$ 182.23
November 1, 2017	\$ 410.03
February 1, 2018	\$ 410.03
May 1, 2018	\$ 410.03
August 1, 2018	<u>\$ 410.01</u>
TOTAL	\$1,822.33

S-C 3.00. Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Such signs shall be installed in the manner and locations as directed by the CITY Engineer. DEVELOPER also agrees to pay the sum of Three Hundred Dollars (\$300) simultaneously upon execution hereof, in consideration of the installation by CITY of all traffic control signs necessary for the control of vehicular and pedestrian traffic within the Subdivision.

S-C 4.00. Storm Drainage Facility. DEVELOPER will design and construct a storm water retention pond, storm line, asphalt access road and all other appurtenances as required by CITY. DEVELOPER shall also plant all surface within the pond and surrounding area in grass or sod and design and install an electrically controlled lawn sprinkler system therefore.

Upon satisfactory completion and acceptance of such storm water facilities and delivery to CITY of a warranty deed for the operation and maintenance of the storm sewer and storm water retention pond described in the improvement drawings, CITY will assume the operation and maintenance thereof. Such deed shall be in a form satisfactory to the CITY Attorney.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF CARRIAGEGATE DIVISION 6, LOCATED GENERALLY SOUTH OF W SUNNYSIDE RD., WEST OF S 5TH W, NORTH OF W 49TH S EXTENDED AND EAST OF S YELLOWSTONE AVE.

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 August 10, 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 7.412 acre parcel generally located south of W Sunnyside Rd., west of S 5th W, north of W 49th S extended and east of S Yellowstone Ave.
3. The subdivision includes twenty-seven lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R-1 Zone.
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 Carriagegate, Division 6.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor

**WATER USE AND ASSESSMENT AGREEMENT
CARRIAGEGATE, SUBDIVISION NO. 6
RPA00007367424**

THIS WATER USE AND ASSESSMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of the 4 day of AUGUST, 2017, by and between the **Idaho Irrigation District**, an Idaho irrigation district organized pursuant to Title 43 of the Idaho Code, whose address is 496 East 14th Street, Idaho Falls, Idaho, 83404 (hereinafter the "District"), MC & DM Investments, LLC, a limited liability company, whose address is 6549 S. 5th West, Idaho Falls Id. 83404 (hereinafter the "Developer"), and the **City of Idaho Falls**, an Idaho municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho, 83405 (hereinafter the "City"). The District, Developer, and City are individually a "Party" and together the "Parties".

RECITALS:

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

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

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

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

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

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

F. The Developer is the owner of a certain parcel of property 11.304 acres in size that has been assigned a tax identification number of RPA00007367424 by Bonneville County, Idaho, property which is assessed each year for irrigation water by the District for 11.304 acres of irrigated land (the “Development Property”). The Development Property is described on **Exhibit 1** and depicted on the map attached hereto as **Exhibit 2**. The assessed portion of the Development Property is herein referred to simply as the “Property”.

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

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

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

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

AGREEMENTS:

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

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

Subject to the conditions described in Paragraph 2 below, the City shall have the right to use a portion of Water Right No. 1-368 (which has a June 1, 1922 priority date), or any of the District's other water rights only with the District's written consent, for ground water recharge purposes with a diversion rate amount equivalent to the Property's assessed acres multiplied by the District's diversion rate per acre for its Snake River Water Rights¹ and a diversion volume amount equivalent to the City's assessed acres multiplied by four (4) acre-feet per acre. Provided, the City's recharge activities may not materially interfere with the District's diversion and delivery of water pursuant to the District's water rights for the irrigation of crops within the District's service area. The City may never irrigate the Property, or portions of the Property, with water allocated to any of the District's water rights or with the District's storage water while this Agreement remains in effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

“DISTRICT”

IDAHO IRRIGATION DISTRICT

By: _____
Its: _____



STATE OF IDAHO)
)ss.
County of Bonneville)

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

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

(seal)

Notary Public for Idaho
Residing at _____, Idaho
My commission expires: _____

"DEVELOPER"

By: Dean M. Mortimer
Its: Member

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 4th day of August, 2017, before me a notary public in and for said State, personally appeared Dean M. Mortimer known or identified to me (or proved to me on the oath of Dean M. Mortimer) to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

day and year in this certificate first above written.



Jenesa Johnson
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 6/24/2023

"CITY"

CITY OF IDAHO FALLS, an Idaho municipal corporation

By: Rebecca L. Noah Casper, Mayor

ATTEST

Kathy Hampton
City Clerk, City of Idaho Falls

STATE OF IDAHO)
)ss.
County of Bonneville)

On this ____ day of _____, 2017, before me a notary public in and for said State, personally appeared Rebecca L. Noah Casper, known or identified to me (or proved to me on the oath of Rebecca L. Noah Casper) to be the mayor of the City of Idaho Falls that executed the instrument or the person who executed the instrument on behalf of said city, and acknowledged to me that such city executed the same.

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

(seal)

Notary Public for Idaho
Residing at _____, Idaho
My commission expires: _____

EXHIBIT 1

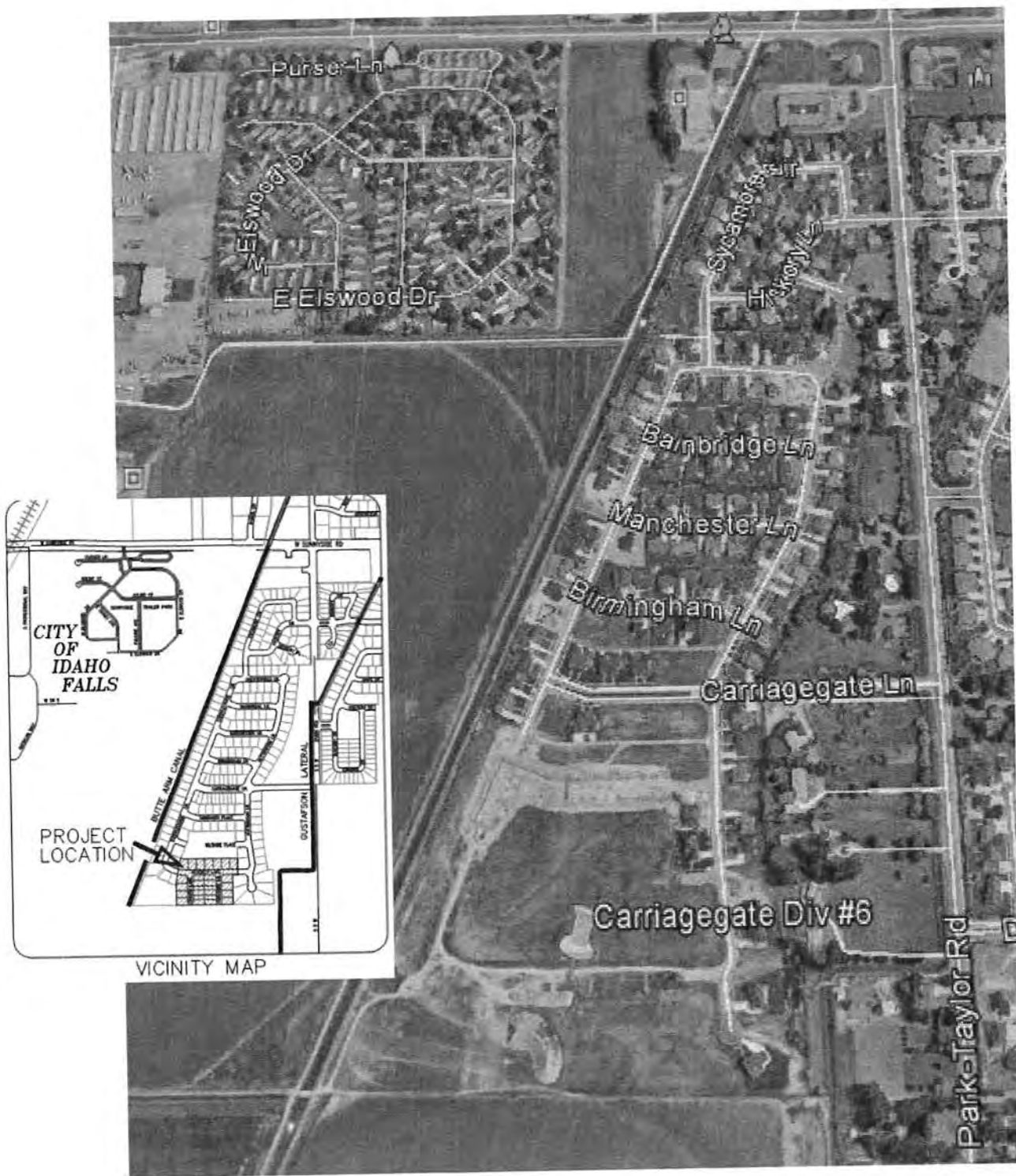
CARRIAGEGATE, SUBDIVISION NO. 6 Property Legal Description

A parcel of land being part of the North Half of the Southeast Quarter of Section 36, Township 2 North, Range 37 East, Boise Meridian, described as follows;

Commencing at the East Quarter Comer of said Section 36 and running thence S00°07'54"W 1319.66 feet along the West line of said Section 36, thence leaving said West line N89°43'11" W 942.14 feet to the Southwest comer of the recorded subdivision of Carriagegate Div, No.4, having Instrument No. 1277584, said Southwest comer also being the True Point of Beginning, thence N89°43'11" W 625.00 feet to the Southeast corner of the recorded subdivision of Carriage gate Div. No.5, having Instrument No. 1288285, thence along the boundary of said Carriagegate Div. No.5 the following ten (10) courses; (1) N00°07'49"E 240.39 feet, (2) N08°55'59"E 99.82 feet, (3) N15°50'31 "E 60.00 feet to a point of a non tangent curve to the right having a radius of 220.00 feet, a chord bearing N72°19'24"W 14.09 feet and a delta angle of 03°40'10", (4) along said curve to the right 14.09 feet, (5) N17°28'25"E 123.52 feet, (6) N22°06'57"E 190.00 feet, (7) S67°53'03"E 3.76 feet, (8) N15°T07'00" E 129.81 feet, (9) S 67°53'03"E 28.16 feet, (10) S89°52'11" E 475.01 feet to the Southwest corner of Lot 1, Block 9 of said Carriage gate Div. No.4, thence along the West line of said Carriagegate Div. No.4 the following five (5) courses; (1) S00°07'49" W 120.00 feet, (2) S89°52'11 "E 18.00 feet, (3) S00°07'49" W 360.00 feet, (4) N89°52'11" W 57.22 feet, (5) S00°07'49" W 330.21 feet to the True Point of Beginning.

Parcel contains 11.304 Acres

EXHIBIT 2
CARRIAGEGATE, SUBDIVISION NO. 6 (MAP)





MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: August 4, 2017

RE: Amendment to Section 10-1-9 of the Subdivision Ordinance

Attached is an amendment to section 10-1-9 of the Subdivision Ordinance which modifies the time in which a final plat must be recorded following approval from 90 days to 180 days. 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: Staff Report, July 11, 2017
 P&Z minutes, July 11, 2017
 Ordinance

CC: Kathy Hampton, City Clerk
File

BGC-068-17

IDAHO FALLS PLANNING AND ZONING COMMISSION

STAFF REPORT

Subdivision Ordinance Amendment

Recording Final Plat Time Period

July 11, 2017



Community
Development
Services

Applicant: City
of Idaho Falls

Attachments:

1. Proposed
Amendment
Language

Staff Recommendation: To **recommend** to the Mayor and City Council approval of amendment language to the Subdivision Ordinance increasing the recording time period for final plats to 180 days.

Staff Comments: The current subdivision ordinance requires that a final plat be offered for record within 90 days following approval of the City Council. The code also allows for the Council to grant an extension of that time frame if necessary. In recent years staff has seen an increase in the number of extensions coming before the Council for approval. Typically those extension requests are for an additional 90 day timeframe.

Subdivision projects can be complex and there can be many reasons a plat might not be able to record immediately following Council's approval. Staff would recommend the recording timeline be extended to 180 days (6 months) to allow applicants the flexibility necessary to complete projects without ongoing extension. If the plat were to fail to record following the 180 days the Council would still have the ability to rescind approval of the plat.

3. RZON 17-005: REZONE. Amend Section 10-1-9B5. Recording Final Plat Time Period.

Beutler presented the staff report, a part of the record. Morrison asked why they didn't make it 120 days instead of doubling it. Beutler stated that it gives everyone plenty of time as there is a construction season in this area and that sometimes creates a need for extension. Beutler indicated that the only drawback to an extension is if they had a major change to regulations and if code and/or development standards were changing, they'd have a subdivision that was approved with another standard and now that standard is going to be changed. Beutler stated that City Council can still adjust the time frame if needed. Dixon asked if the application will be based on the criteria as of the date it was approved. Beutler agreed with Dixon, and stated that the standards that are in place at the time of approval are the standards that the subdivision can be built to. Dixon asked if he wanted to sell part of the property and the plat hasn't been recorded will the title agencies be held up because the plat is not recorded. Beutler stated that in speaking with the City Surveyor he has no concerns. Beutler indicated that they require a subdivision guarantee with the final plat and that is intended to guarantee the signatory on the plat, with specific requirements. Dixon asked if the need for the additional time is due to the developers dragging their feet or due to the different City's offices that must sign off. Beutler indicated that it is not dragging feet, there are just a lot of components to get a subdivision approved and it requires both government and developer. Beutler stated that the time frame is not holding any one up, they are simply stating that the plat is valid for 180 days and you can record any time within the 180 days. If the developer is fast and working everything quickly and they moved fast through the process, they could record the final plat the day after City Council approves. Foster asked how many applications are coming before City Council to get an extension. Beutler indicated that approximately 25%-30%.

Dixon opened the public hearing.

Applicant: City is the applicant.

Support/Opposition: No one appeared in support or opposition.

Black asked if 120 days is adequate or do they need 180 days. Beutler stated that they could work with 120 days.

Dixon closed the public hearing.

Josephson stated that he doesn't see a downside to the 120 days, and the fact that 30% of the developers are needing the extension speaks to the need for the extension.

Black stated that she doesn't like the 180 days and is more comfortable with 120 days.

Morrison agreed with Black that 120 days is sufficient.

Josephson stated that he recently went through a platting process and 180 days is not a long time.

Dixon reminded the Commissioners that this is time after City Council has approved the plat.

Cramer stated that they picked 180 days, since 100% of the cases that have gone back to the City Council for an extension have asked for another 90 days, to ensure they do not have to come back for another extension. Dixon asked if the ones getting extensions finish in a week or two or do they need the full 90 days. Cramer indicated that it varies from plat to plat and the issue as to why it has not been recorded. Black asked if some of the problem is there is so much building

going on and so some of the services are taking longer. Cramer indicated that the growth does contribute to the delays.

Hicks moved to recommend to the Mayor and City Council approval of the Amendment to Section 10-1-9B5 to Extend the Recording time of Final plats from 90 days to 180 days as presented, Morrison seconded the motion and it passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CITY CODE SECTION 10-1-9 BY EXTENDING THE TIME FOR THE FINAL PLAT APPROVAL PROCESS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City desires to have final plats recorded in a timely manner; and

WHEREAS, additional City procedural requirements have lengthened the average time in which to realistically record a plat; and

WHEREAS, most recent extensions for recording a plat granted by the Council are for an additional ninety (90) days than the normal required time period; and

WHEREAS, adding an additional ninety (90) days to the process (for a total of one hundred eighty (180) days) should reflect a more reasonable time period for completion of a final plat than is currently the case.

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

SECTION 1. Section 10-1-9 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

10-1-9 FINAL PLAT APPROVAL PROCESS:

...

(B) Final Plat Requirements:

...

(5) Recording the Final Plat:

- (a) The applicant shall provide three (3) reproducibles of the executed Final Plat to the Public Works Department in accordance with Section 50-1304, Idaho Code. Signatures shall be in reproducible black ink.
- (b) Upon approval and execution of the final plat, the City Surveyor shall file the plat with the Bonneville County Recorder's office. All approved final plats shall be offered for record within one hundred and eighty (180) ninety (90) days following approval by the Council, unless an extension of time for filing is granted by the Council.

- (c) If the final plat is not offered for record within one hundred and eighty (180) ~~ninety (90)~~ days, or other time period granted by the Council, because of the applicant's failure to meet the requirements specified herein, the Council may rescind its approval of the plat.
- (d) No plat shall be recorded or offered for record nor shall any land be recorded or offered for sale with reference to such a plat until said plat has been duly approved by Council and signed.
- (e) If a fully executed Final Plat has been offered for record by the property owner and has been delayed for any reason, the order to record may come from the Director regardless of the wishes of the owner of the land platted.

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 August, 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 CITY CODE SECTION 10-1-9 BY EXTENDING THE TIME FOR
THE FINAL PLAT APPROVAL PROCESS; PROVIDING SEVERABILITY,
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING
EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK