



CITY COUNCIL MEETING
Thursday, August 24, 2017
7:30 p.m.

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

*Thank you for your interest in City Government. If you wish to express your thoughts on a matter listed below, please contact Councilmembers by email or personally **before** the meeting. Public testimony on agenda items will not be taken unless a hearing is indicated. Be aware that an amendment to this agenda may be made upon passage of a motion that states the reason for the amendment and the good faith reason that the agenda item was not included in the original agenda posting. Regularly-scheduled City Council Meetings are live streamed at www.idahofallsidaho.gov, 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. **Presentation.** Swearing-in Ceremony: Administration of Oath of Office and Code of Ethics for Police Chief Bryce Johnson.
5. **Consent Agenda.** *Any item may be removed from the Consent Agenda at the request of any member of the Council for separate consideration.*

A. Item from Office of the Mayor:

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

Catherine Smith – Historic Preservation Commission, New Appointment

B. Items from the City Clerk:

- 1) Expenditure Summary for the month of July, 2017.
- 2) Treasurer's Report for the month of July, 2017.
- 3) Minutes from the July 18, 2017 Council Budget Session; July 24, 2017 Council Work Session; July 25, 2017 Council Budget Session; July 26, 2017 Council Budget Session; July 27, 2017 Idaho Falls Power Board Meeting; and, July 27, 2017 Council Meeting.
- 4) License Applications, all carrying the required approvals.

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

6. **Regular Agenda.**

A. Municipal Services

1) Adoption of 2017/18 Fiscal Year Budget: For consideration is the proposed annual 2017/18 fiscal year budget that was tentatively approved on July 27, 2017 by the Mayor and City Council. Municipal Services respectfully requests the adoption of the 2017/18 fiscal year budget in the amount of \$194,933,941, appropriating the monies to and among the various funds.

RECOMMENDED ACTION: To approve the annual appropriation ordinance for the 2017/18 fiscal year budget under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

2) Adoption of 2017/18 Proposed Fees, Including New Fees and Fee Increases: Municipal Services respectfully requests the Mayor and Council approval of the 2017/18 proposed fees including new fees and fee increases.

RECOMMENDED ACTION: To approve the resolution adopting 2017/18 proposed fees, including new fees and fee increases, and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

3) Idaho Falls Civic Auditorium Donation Memorandum of Understanding: Municipal Services respectfully requests Mayor and Council approval for the Idaho Falls Civic Auditorium Donation Memorandum of Understanding (MOU). This MOU stipulates the donation of a total of \$750,000 for the purpose of matching City funding for certain improvements, repairs and renovations to the Idaho Falls Civic Auditorium.

RECOMMENDED ACTION: To approve the Idaho Falls Civic Auditorium Donation Memorandum of Understanding and give authorization for the Mayor to sign the necessary documents (or take other action deemed appropriate).

B. Police Department

1) Idaho Falls School District #91 School Resource Officer Agreement: The Idaho Falls Police Department has provided sworn officers to work as School Resource Officers within Idaho Falls School District #91 schools. This continued agreement provides for reimbursement by the School District for work performed by the School Resource Officers.

RECOMMENDED ACTION: To approve the School Resource Officer Agreement with Idaho Falls School District #91, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

C. Idaho Falls Power

1) Authorize Prequalification of 15th Street Substation General Contractor Bidders: The FY18 budget and Capital Improvement Plan includes upgrades to the 15th Street Substation. These upgrades include installation of new breakers and switches and reconstruction of structures.

RECOMMENDED ACTION: To give authorization to Idaho Falls Power to prequalify potential bidders for general contractor work associated with completing the 15th Street Substation Rebuild (or take other action deemed appropriate).

D. Public Works

1) Bid Award – Eastside Greenbelt Pathway Pancheri Drive to West Broadway: On August 8, 2017, bids were received and opened for the Eastside Greenbelt Pathway Pancheri Drive to West Broadway project. Public Works and Parks and Recreation recommend approval of the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors an amount of \$271,921.50.

RECOMMENDED ACTION: To approve of the plans and specifications and award to the lowest responsive, responsible bidder, HK Contractors an amount of \$271,921.50 (or take other action deemed appropriate).

2) Special Permit Issuance (Over Legal Truck) Agreement: For consideration is a Special Permit Issuance Agreement with the Idaho Transportation Department (ITD) and accompanying Resolution authorizing ITD to issue over legal truck (size or weight) permits on state highways and City streets. The agreement has been reviewed by the City Attorney and allows ITD to charge the permittee and retain the cost of permits as provided for within ITD rules.

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

3) Supplemental Environmental Project Agreement with Department of Energy Grant: For consideration is an agreement with the Department of Energy for a grant to support a franchise curbside recycling program, stormwater education and water conservation measures. The proposed grant is for \$90,000 and has been reviewed by the City Attorney.

RECOMMENDED ACTION: To approve the Supplemental Environmental Project Agreement and give authorization for the Mayor and City Clerk to sign the necessary documents (or take other action deemed appropriate).

4) Iona Bonneville Sewer District - Request for Sewer Service Area Expansion for School District 93: Public Works is in receipt of a request from the Iona Bonneville Sewer District (IBSD) to increase the District's Sewer Service Area boundary by 42.96 acres for School District 93. The IBSD Board is also requesting the proposed 42.96 acres for the School District 93 expansion not be counted against the 235 acres available for future annexations.

RECOMMENDED ACTION: To approve the request from the Iona Bonneville Sewer District (IBSD) to increase the District's Sewer Service Area boundary by 42.96 acres for School District 93 (or take other action deemed appropriate).

5) Professional Services Agreement for Materials Testing with Strata: For consideration is a Professional Services Agreement for materials testing with Strata. The agreement, if approved, will be used by the Water Division to ensure that construction within the public right-of-way adheres to City Standards. This agreement has been reviewed by the City Attorney.

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

6) Easement Vacation – Lot 1 Block 1 KJ’s Sunnyside Division No. 1: As earlier authorized, the City Attorney has prepared the documents to vacate a portion of the utility easement on Lot 1 Block 1 KJ’s Sunnyside Division 1.

RECOMMENDED ACTION: To approve the ordinance vacating a portion of the utility easement on Lot 1 Block 1 KJ’s Sunnyside Division 1, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

E. Parks and Recreation

1) Agreement for Professional Services for Heritage Park Development: The Parks and Recreation Department respectfully requests to enter into a Professional Services Agreement with Design Workshop, Inc. for the purposes of constructing the new Heritage Park for a "not-to-exceed" price of \$197,839 for Tasks 1-5; \$21,730 for Task 6 - Construction Administration; and a fixed "not-to-exceed" price of \$24,003 for reimbursables. The agreement has been reviewed and approved by the City Attorney.

RECOMMENDED ACTION: To approve the Professional Services Agreement with Design Workshop, Inc. and give authorization for the Mayor and City Attorney to sign the necessary documents (or take other action deemed appropriate).

F. Community Development Services

1) Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Division No. 2: For consideration is the application for a Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Linden Trails, Division No. 2. The Planning and Zoning Commission considered this item at its January 3, 2017 meeting and recommended approval. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Development Agreement for Linden Trails, Division No. 2, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Linden Trails, Division No. 2, 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 Linden Trails, Division No. 2, and give authorization for the Mayor to execute the necessary documents.

2) Public Hearing – Annexation, Initial Zoning of R-1, Annexation & Zoning Ordinances, Reasoned Statement of Relevant Criteria & Standards, M&B: Approx. 14.113 Acres Section 31, T 3N, R 38E: For consideration is the application for Annexation, Initial Zoning of R-1, and Reasoned Statement of Relevant Criteria and Standards, M&B: Approx. 14.113 Acres Section 31, T 3N, R 38E.

This is a Category "A" Annexation. The Planning and Zoning Commission considered this items at its February 7, 2017 meeting and recommended approval. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Ordinance annexing M&B: Approx. 14.113 Acres Section 31, T 3N, R 38E, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for M&B: Approx. 14.113 Acres Section 31, T 3N, R 38E, and give authorization for the Mayor to execute the necessary documents.
- c. To approve the Ordinance assigning a Comprehensive Plan Designation of Low Density and establishing the initial zoning for M&B: Approx. 14.113 Acres Section 31, T 3N, R 38E as R-1 (Single-Family Residential), under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (*or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance*), that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office.
- d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-1 Residence Zone for M&B: Approx. 14.113 Acres Section 31, T 3N, R 38E, and give authorization for the Mayor to execute the necessary documents.

3) Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 21: For consideration is the application for a Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 21. The Planning and Zoning Commission considered this item at its July 11, 2017 meeting and recommended approval. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Development Agreement for Fairway Estates Division No. 21, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Fairway Estates Division No. 21, 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 Fairway Estates Division No. 21, and give authorization for the Mayor to execute the necessary documents.

7. Motion to Adjourn.

CONSENT AGENDA:



MEMORANDUM

TO: City Council

FROM: Rebecca Casper

DATE: August 18, 2017

RE: Appointment of Catherine Smith to the Historic Preservation Commission

Attached please find a memorandum from Brad Cramer, Director of Community Development Services recommending Ms. Catherine Smith be appointed to the Historic Preservation Commission. Ms. Smith has a long history of involvement in our community, including her involvement with the Idaho Commission on the Arts, the Idaho Falls Arts Council, Post Register and the Idaho Community Foundation. She currently serves as the Executive Director of the Idaho Falls Downtown Development Corporation (IFDDC).

Because of Ms. Smith's well-rounded experience, knowledge of the city's culture and economic development, and her passion for this community, appointing her to the Historic Preservation Commission would serve our city well. I would like to recommend the Council appoint Ms. Catherine Smith to serve forthwith in this capacity.

Name	Commission (City code citation)	Sponsoring Department	Term Expires	Status
Catherine Smith	Historic Preservation Commission	Community Development Services	12/30/2020	Appointment

As Director Cramer noted, the Historic Preservation Commission has traditionally reserved a seat for the Executive Director of IFDDC. If confirmed, Ms. Smith would replace Ms. Krisi Staten, who served on the commission during her tenure as the IFDDC Executive Director.

I request your confirming vote to ratify this appointment at the regular City Council Meeting on Thursday evening August 24, 2017.

If you have any questions or comments, please feel free to contact me.



MEMORANDUM

TO: Honorable Mayor Casper

FROM: Mr Brad Cramer, Director

DATE: August 14, 2017

RE: Appointment of Catherine Smith to the Historic Preservation Commission

Community Development Services respectfully requests the consideration of the appointment of Catherine Smith to the Historic Preservation Commission to a term ending on December 31, 2020. The Historic Preservation Commission has traditionally reserved a seat for the Executive Director of Idaho Falls Downtown Development Corporation (IFDDC) because of the close connection and knowledge of the City's historic downtown core. Ms. Smith will be replacing Krisi Staten, who served on the board while she was the IFDDC Director. Ms. Smith's enthusiasm and passion for downtown will be a welcome addition to the commission. Please feel free to contact me with any questions.

CC: File

City of Idaho Falls
Expenditure Summary
From 7/01/2017 To 7/31/2017

Fund	Total Expenditure
Reserve Accounts Fund	941,587.94
Street Fund	509,456.40
Recreation Fund	41,081.15
Library Fund	55,272.05
MERF Fund	148,598.06
EL Public Purpose Fund	14,486.87
Bus Improvement District	12,500.00
Golf Fund	44,505.57
Self-Insurance Fund	91,705.48
Street Capital Imp Fund	444,816.32
Water Capital Imp Fund	202,754.77
Traffic Light Cap Imp F	169,221.57
Fire Capital Improvement	1,783.59
Airport Fund	811,437.57
Water & Sewer Fund	848,991.28
Sanitation Fund	334,724.06
Ambulance Fund	137,646.58
Electric Light Fund	2,894,848.31
Payroll Liability Fund	1,462,027.14
	9,167,444.71

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT
KENNETH MCOMBER - TREASURER
JULY, 2017

FUND	BEGINNING CASH	BEGINNING BALANCE	TOTAL RECEIPTS	MATURED INVESTMTS	JOURNAL DEBIT	TOTAL EXPENSES	NEW INVESTS	JOURNAL CREDITS	CASH ON HAND	INVESTED FUNDS	ENDING BALANCE
GENERAL	(2,681,616.00)	4,525,032.19	10,302,239.82	2,200,077.08	1,705,881.88	4,027,256.93	6,300,000.00	274,670.64	924,655.21	11,306,571.11	12,231,226.32
HEALTH & ACCIDENT INSUR.	2,222,573.43	2,472,573.43	-	-		-	2,000,833.33		221,740.10	2,250,833.33	2,472,573.43
STREET	591,392.22	1,391,392.22	2,359,810.35	800,000.00	-	644,736.92	-	22,941.93	3,083,523.72	-	3,083,523.72
RECREATION	(139,539.30)	(139,539.30)	309,425.98	-	-	133,614.45	-	9,156.77	27,115.46	-	27,115.46
LIBRARY	586,704.19	1,486,704.19	679,001.61	200,000.00	-	184,566.82	200,000.00	6,045.52	1,075,093.46	900,000.00	1,975,093.46
AIRPORT PFC FUND	45,660.13	45,660.13	20,415.58	-	-	-	-	45,660.13	20,415.58	-	20,415.58
MUNICIPAL EQUIP. REPLCMT.	945,214.57	17,326,950.92	36,728.09	4,648,265.05	246,047.00	148,598.06	3,798,793.65	-	1,928,863.00	15,532,264.95	17,461,127.95
EL. LT. WEATHERIZATION FD	476,422.82	2,426,422.82	41,551.50	750,000.00	-	14,486.87	550,000.00	-	703,487.45	1,750,000.00	2,453,487.45
BUSINESS IMPRV. DISTRICT	116,264.49	116,264.49	2,853.00	-	-	12,500.00	-	-	106,617.49	-	106,617.49
GOLF	(336,599.05)	(336,599.05)	290,897.53	-	-	169,400.96	-	31,190.35	(246,292.83)	-	(246,292.83)
GOLF CAPITAL IMPROVEMENT	154,866.17	154,866.17	-	-	-	-	-	-	154,866.17	-	154,866.17
SELF-INSURANCE FD.	1,420,723.90	2,520,723.90	163,058.89	900,000.00	-	91,705.48	1,500,000.00	-	892,077.31	1,700,000.00	2,592,077.31
SANITARY SEWER CAP IMP.	1,525,064.18	1,525,064.18	58,513.08	-	-	-	-	-	1,583,577.26	-	1,583,577.26
MUNICIPAL CAPITAL IMP.	766,220.78	766,220.78	268,807.60	-	-	-	-	-	1,035,028.38	-	1,035,028.38
STREET CAPITAL IMPRV.	2,272,288.89	2,272,288.89	67,242.72	-	-	444,816.32	-	1,894.40	1,892,820.89	-	1,892,820.89
BRIDGE & ARTERIAL STREET	363,927.10	363,927.10	14,249.89	-	-	-	-	-	378,176.99	-	378,176.99
WATER CAPITAL IMPR.	1,616,163.78	2,916,163.78	86,859.53	1,300,000.00	-	202,754.77	1,300,000.00	-	1,500,268.54	1,300,000.00	2,800,268.54
SURFACE DRAINAGE	112,522.40	112,522.40	2,531.81	-	-	-	-	-	115,054.21	-	115,054.21
TRAFFIC LIGHT CAPITAL IMPRV.	316,910.22	1,316,910.22	1,610.75	1,000,000.00	26,566.11	169,221.57	200,000.00	-	975,865.51	200,000.00	1,175,865.51
PARKS CAPITAL IMPROVEMENT	244,291.73	244,291.73	19,582.17	-	-	-	-	-	263,873.90	-	263,873.90
FIRE CAPITAL IMPROVEMENT	(3,340,875.20)	(3,340,875.20)	145,786.52	-	-	1,783.59	-	385,741.09	(3,582,613.36)	-	(3,582,613.36)
AIRPORT	610,180.50	2,610,180.50	212,852.39	800,000.00	-	922,507.05	-	49,919.88	650,605.96	1,200,000.00	1,850,605.96
WATER & SEWER	961,787.81	29,805,581.78	1,384,931.74	8,719,212.77	-	1,160,661.33	6,497,688.33	351,615.07	3,055,967.59	26,622,269.53	29,678,237.12
W & S EQUIPMENT REPLACE	1,009,972.87	1,009,972.87	-	-	-	-	-	-	1,009,972.87	-	1,009,972.87
W & S SANITARY INTERCPT	742,691.10	742,691.10	-	-	-	-	-	-	742,691.10	-	742,691.10
SANITATION	(58,341.58)	641,658.42	304,658.96	200,000.00	-	481,257.21	-	133,125.21	(168,065.04)	500,000.00	331,934.96
AMBULANCE	(208,144.79)	(208,144.79)	276,660.26	-	-	492,367.72	-	109,799.10	(533,651.35)	-	(533,651.35)
ELECTRIC LIGHT	1,256,984.48	11,800,552.51	3,975,503.44	2,000,000.00	-	3,553,356.46	1,900,000.00	1,243,098.63	536,032.83	10,443,568.03	10,979,600.86
IFP RATE STABILIZATION FD	844,014.61	20,679,993.22	18,574.58	4,000,000.00	684,306.20	-	3,000,000.00	-	2,546,895.39	18,835,978.61	21,382,874.00
IFP CAPITAL IMPROVEMENT	1,977,700.06	10,643,435.41	1,476.46	1,500,000.00	316.48	-	-	-	3,479,493.00	7,165,735.35	10,645,228.35
PAYROLL FUND	22,207.71	22,207.71	5,147,553.78	-	1,741.05	4,234,379.16	-	-	937,123.38	-	937,123.38
CLAIMS FUND	-	-	4,021,935.51	-	-	4,021,935.51	-	-	-	-	-
TOTAL ALL FUNDS	14,437,634.22	115,915,094.72	30,215,313.54	29,017,554.90	2,664,858.72	21,111,907.18	27,247,315.31	2,664,858.72	25,311,280.17	99,707,220.91	125,018,501.08

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT
CASH AND INVESTMENT REPORT
Jul-17

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS	
INSTITUTION	AMOUNT
BPA Loan Imprest (BICLI)	\$113,124.85
El. Lt. Imprest (BIELI)	\$7,568.25
Refund Acct. (BIRFD)	\$95,585.92
Wells Fargo Bank	\$21,057,198.50
Petty Cash	\$14,740.00
US Bank (US)	\$95,674.21
US Bank Payroll (USPAY)	\$2,660,884.17
Wells Fargo Bank (WELLS)	\$1,258,836.18
Key Bank	\$7,668.09
TOTAL	\$25,311,280.17

INVESTMENTS						
INVESTMENT TYPE	TIME TO MATURITY				TOTAL	
	1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS		
Certificate of Deposit	1,250,000.00	2,740,000.00	4,090,000.00	6,125,000.00	\$14,205,000.00	
U.S. Securities	-	15,000.00	-	12,004,613.33	\$12,019,613.33	
Commercial Paper	11,980,563.33	3,991,925.00	-	-	\$15,972,488.33	
Corporate Bonds	6,024,197.53	1,000,000.00	5,793,430.19	44,692,491.53	\$57,510,119.25	
TOTAL	\$19,254,760.86	\$7,746,925.00	\$9,883,430.19	\$62,822,104.86	\$99,707,220.91	

July 18, 2017 Budget Session - Unapproved

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Budget Session), Monday, July 18, 2017, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

There were present:

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

Also present:

Pamela Alexander, Municipal Services Director
Mark Hagedorn, Controller
Kenny McOmber, Treasurer
Derick Sorensen, Accountant
Greg Weitzel, Parks and Recreation Director
David Pennock, Idaho Falls Zoo Superintendent
Dave Hanneman, Fire Chief
Chris Fredericksen, Public Works Director
Brad Cramer, Community Development Services Director
Randy Fife, City Attorney
Kerry Hammon, Public Information Officer
Kathy Hampton, City Clerk

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

Opening Remarks:

Mayor Casper announced Councilmember Smith is attending the meeting by phone as he is attending American Public Power Association (APPA) in Washington, DC. Councilmember Marohn reminded the Council that the tentative budget will be approved on July 27, 2017 to allow for adequate publications prior to the public hearing scheduled for August 17, 2017.

Parks and Recreation:

Director Weitzel stated this is his sixth year as the Parks and Recreation (P&R) Director. He stated Revenues = \$1,769,667 while Expenditures = (\$75,232). He reviewed the P&R Mission Statement as well as the five (5) divisions with the P&R Department as: Administration; Parks and Cemeteries Maintenance; Recreation Division; Municipal Golf; and, Idaho Falls Zoo. Director Weitzel reviewed major FY2016/17 accomplishments, including the east and west side Snake River Greenbelt Parkway redesign, record attendance at the Idaho Falls Zoo, completion of Tautphaus Park and Heritage Park Master Plans; hosting of Montana and Idaho Parks and Recreation Conference; several park projects; improvements to the Aquatic Center and Ice Arena; Signage and Wayfinding; and, Farmers Market relocation to Memorial Drive. He reviewed the number of staff and volunteers, stating the estimated value of volunteers to the City = \$1,157,000. Director Weitzel stated the P&R Department represents 4.58% of all City budget expenditures, and 19% of all General Fund expenditures. He also stated the P&R Department will recover 61% (approximately \$7.7m) of revenues from user fees, grants and donations, which is an increase of 13% (approximately \$2m) from the previous year.

Director Weitzel stated fee increases will be proposed for the Municipal Golf Courses, Cemeteries, Idaho Falls Zoo, and Recreation Divisions.

July 18, 2017 Budget Session - Unapproved

Department Overview

Funding Sources	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$5,983,848	\$7,753,515	\$1,769,667

Director Weitzel stated the majority of increase is due to grants and donations.

Department Overview

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$12,707,520	\$12,632,288	(\$75,232)

Administrative Division

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$429,322	\$744,207	\$314,885

Director Weitzel stated the increase is due to an unnecessary Inter-fund transfer within the department.

Idaho Falls Zoo

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$1,769,179	\$1,781,591	\$12,412

Golf Division

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$2,602,503	\$2,558,171	(\$44,332)

Director Weitzel stated revenues for 2017/18 are projected at \$2,642,200, which is \$84,029 in revenues over expenditures.

Recreation Division – includes West Deist Aquatic Center, Joe Marmo/Wayne Lehto Ice Arena, the Recreation Center, the Activity Center, athletic leagues, programs, and special events.

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$1,987,292	\$1,946,988	(\$40,304)

Parks Division – includes Parks Maintenance, Horticulture and Urban Forestry, Weed and Environmental Control, Irrigation Management, and cemeteries.

Expenditures	2016/17 Budget	2017/18 Proposed Budget	Increase or Decrease
Total	\$5,924,224	\$5,601,331	(\$322,893)

Director Weitzel stated the majority of increase in operational expenses are due to repair and maintenance of buildings and maintenance work order transfers.

Director Weitzel reviewed the Capital Improvement Plan (CIP). The CIP is a five to ten year plan identifying capital projects, providing a planning schedule, and identifying options for financing. CIP projects are separated by department divisions and facilities with estimated expense for priority projects identified by each year.

Priorities:	One-time Cost	Ongoing Cost
1. Approve funding to develop Phase One of the Heritage Park Master Plan	\$2,200,000 \$1,200,000 in anticipated grants and donations	\$60,000 upon 100% completion

Discussion followed regarding electrical line bury and relocation for Heritage Park Phase I Development. It was noted this request was also included in the Idaho Falls Power (IFP) budget. Director Alexander indicated follow-up discussion with IFP and P&R will occur for clarification. Additional brief discussion followed regarding Heritage Park Development.

July 18, 2017 Budget Session - Unapproved

2. Approve funding to develop Zoo Education Center	\$1,000,000 \$850,000 in anticipated grants and donations	Maintenance fund in place
--	--	------------------------------

Director Weitzel stated approximately \$100,000 of the Perpetual Capital Improvement Fund (PCIF), which collects \$1 Zoo surcharges, along with \$100,000 in the Tautphaus Park Zoological Society (TPZS) Maintenance Fund, has been dedicated to be used for the Maeck Education Center. Mr. Pennock stated the location for the education center is top priority and indicated discussion is occurring to transfer/purchase the Bonneville County 4H property. He believes this is a critical decision for the zoo. Director Weitzel requested Council make a decision regarding the 4H property/911 Dispatch Center in the next few months so the zoo will have a direction to proceed. He expressed his appreciation to the Maeck family and the TPZS.

3. Approve funding to begin Phase One Tautphaus Park Master Plan	\$1,420,000	\$5,101 per acre
--	-------------	------------------

Director Weitzel stated one of the greatest challenges in Tautphaus Park is the confusing circulation system and lack of parking. He indicated the engineering and construction administration will be provided by the Public Works Department.

4. Approve funding request for playground replacement program	\$75,000 \$25,000 in anticipated donations	None
---	--	------

Director Weitzel stated the City has 24 playgrounds. He recognized the Idaho Falls Civitans who have agreed to donate \$25,000 for the playground replacement program. The goal is to replace one (1) playground per year.

5. Transfer 50% of cemetery fees (approximately \$50,000 annually) to Parks Capital Improvement Fund for cemetery capital improvements	\$50,000	\$50,000
--	----------	----------

Director Weitzel stated several hundred thousand dollars will be needed to upgrade the City cemeteries as improvements are much needed. He indicated approximately \$100,000-\$120,000 in revenues will be collected from the two (2) cemeteries. Brief discussion followed regarding allocation of cemetery fees and the PCIF. At the request of Mayor Casper, Mr. Sorensen briefly explained the allocations of fees. Director Alexander stated any transfer request of cemetery revenue to the PCIF will be allocated from the General Fund. Director Weitzel indicated the General Fund has previously subsidized the cemetery.

6. Approve one (1) Full-time employee (FTE) Weed and Environmental Control Specialist and one (1) part-time Public Information Officer	\$30,388 + \$19,323 Benefits = \$49,711 \$34,219 + \$7,346 Benefits = \$41,565	\$91,276
--	---	----------

Director Weitzel reviewed acres maintained per the number of employees. He believes the salary scale for seasonal employees may need to be evaluated as the number of applications for seasonal employees has decreased.

7. Approve Funding for Priority Trail Development	\$150,000	
---	-----------	--

Director Weitzel stated P&R will be applying for a \$500,000 Transportation Alternative Program (TAP) grant in the near future. The TAP Grant = \$465,000 in Federal grant, and \$35,000 in City match.

Total CIP requests = \$8,610,000. Budget priorities are not included in the CIP requests. He believes these requests should be completed one project at a time. Director Weitzel stated in order to be certified for the Commission for Accreditation of Park and Recreation Agencies CAPRA Accredited, a Comprehensive Parks and Recreation System Master Plan would need to be completed. This plan would include a Facility Needs Assessment, with input from community members for priorities and funding. Brief discussion followed regarding accreditation.

July 18, 2017 Budget Session - Unapproved

2017-18 Fees:

Director Alexander briefly reviewed proposed fees for Municipal Services including those related to Child Care, and Civic Auditorium. She stated the fee for delinquent utility accounts will remain. Discussion is occurring regarding short-term suspension for utilities to accommodate those residents who travel south for the winter months. Director Alexander stated this particular item will be discussed at a future Work Session.

At the request of Mayor Casper the following directors appeared to briefly reviewed proposed fees:

Chief Hanneman stated the proposed Ambulance fees will be increasing 5% to cover cost of medications. There are no other proposed increases.

Director Fredericksen stated the proposed Public Works fees include County landfill, rental fees, water and sewer service, and wastewater service connection.

Director Cramer stated proposed Community Development Services fees include violations for Code Enforcement. There are no proposed changes to permits and applications.

Director Weitzel stated proposed Parks and Recreation fee increases include seasonal golf passes and golf cart rentals, cemetery burial and disinterment, zoo rental, and recreation. Councilmember Dingman requested clarification of Ice Arena, Recreation Center, and Aquatic Center admission fees.

Other Budget Matters:

Mr. Hagedorn stated due to an error in the calculation system for FTEs, previous Fire and Police Department increases for wages and benefits were incorrect. He indicated after review of the Firefighters Union contract, there was a decrease to the Fire Department. The Police Department also decreased by approximately \$150,000.

Councilmember Marohn stated the Enterprise Fund and Capital Improvement Fund (CIF) are balanced. Special Revenues Fund is also balanced due to surplus revenue. Additional expenditures should not occur within these funds, although additional revenue may occur. He stated the total requested budget amounts to \$204m, compared to \$195m in the previous year. Mr. Hagedorn stated approximately \$150-\$160m is estimated to be spent within the current budget before the end of the current fiscal year. He also stated the City is very conservative when funding revenues. Councilmember Hally stated the General Fund balance tends to fluctuate. He briefly reviewed several accomplishments the City has completed over the previous several years. At the request of Councilmember Smith, Mr. Hagedorn stated projected fund balance is currently being reviewed and will be presented at the July 24 Work Session. Councilmember Marohn requested all Department Directors review their operational expenses. He also requested review from the Department liaisons for any savings in the operational budget related to the General Fund. He believes cash reserves, which are available, should not be used to balance the budget. Councilmember Marohn stated a 3% levy increase will amount to approximately \$900k-\$1m, and new growth will amount to approximately \$500k. He believes the levy is needed for future reserves. Councilmember Radford stated if the 3% levy increase is utilized, the City would be eligible to request foregone monies, in the amount of approximately \$6.2m, although he believes the foregone concept is bad governance. He suggested taking the foregone in incremental amounts for future planning for business and property owners. Brief discussion followed. Councilmember Hally believes by not taking the 3% levy, this is kicking the can down the road for future debt. Mr. Hagedorn stated operating expense has increased \$3m over the course of two (2) years. This is the highest increase of all categories. Operating expenses do not include wages and benefits, Municipal Equipment Replacement Fund (MERF), and capital expenses. He indicated capital expenses, less than \$10,000, have been reallocated.

Director Alexander briefly reviewed the Budget Session calendar for July 25 and July 26. She reiterated the tentative budget, which sets the ceiling amount, is scheduled to be approved at the July 27, 2017 Council Meeting.

Mr. Hagedorn stated, per discussion with Bonneville County, property tax information will not be available until August 1, per State mandate. Therefore, property tax valuations will be unknown prior to approving the tentative

July 18, 2017 Budget Session - Unapproved

budget. He stated the valuation allows the City to compute the levy rate as the City certifies whole dollars. The State determines the maximum levy amount at 3% increase of the previous year amount certified. Director Alexander briefly reviewed State statutes related to the budget calendar. Councilmember Marohn stated the final budget will be approved at the August 24, 2017 Council Meeting.

There being no further business, the meeting adjourned at 6:00 p.m.

CITY CLERK

MAYOR

July 24, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, July 24, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

Call to Order and Roll Call:

There were present:

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

Also present:

Pamela Alexander, Municipal Services Director
Chandra Witt, General Services Administrator
Chris Fredericksen, Public Works Director
Mark Hagedorn, Controller
Kenny McOmber, Treasurer
Greg Wietzel, Parks and Recreation Director
Brent Martin, Parks Superintendent
Scott Davis, Cemetery Sexton
Delbert Lloyd, Horticulturist/Urban Forester
Randy Fife, City Attorney
Kathy Hampton, City Clerk

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

Calendar, Announcements and Reports:

Mayor Casper announced Holly Cook is temporarily filling in as the Executive Assistant in the Mayor's Office. She stated the recent Blue Thunder Air Show was very successful. She shared acknowledgment of City staff assistance and recognized assistance from all City divisions. She briefly reviewed additional recent events including: the Great Race for Education, fundraiser for College of Eastern Idaho (CEI); Guns and Hoses fundraiser; Cady Tucker-Run in the Spirit fundraiser which also included a presentation of Automated External Defibrillators (AED) and PulsePoint app demonstration from Fire Department Captain/Paramedic Rob Hall; Art Show, in conjunction with the Farmers Market; and, Pickle Ball dedication at Lincoln Park.

July 25 and 26, Budget Work Sessions

July 26, public meeting for the Eclipse

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

July 28, Sister Cities Youth Delegation welcome picnic

July 28 and 29, POW/MIA rally

August 2, War Bonnet Roundup Kickoff Party in the downtown area

August 3-5, War Bonnet Roundup

August 3, City Benefits Fair at the Ice Arena

August 29, City employee picnic

Mayor Casper stated Police Chief Mark McBride officially announced his retirement day as August 24. The new Police Chief, Bryce Johnson, will begin working for the City on August 14. Mayor Casper stated a flyer was recently distributed at the Farmers Market regarding white supremacy and intolerance. She indicated she received a request from a congregation to take a stance against this action. However, she stated the flyer did not violate any free speech laws, therefore the City cannot condemn the free speech rights. Any individual can condemn on an individual basis

July 24, 2017 - Unapproved

but not on behalf of the City. Mr. Fife stated a resolution could be drafted but caution would be required for appropriate language. Mayor Casper requested any Councilmembers who may be in favor of a resolution contact the Legal Department. Brief discussion followed.

Councilmember Hally reminded the Council to contact Mindy Moore, Human Resources Analyst, with any input regarding the benefits package/policy.

Councilmember Marohn expressed his appreciation for those who participated at the veterans VIP day at the Blue Thunder Air Show. There were an estimated 3000-5000 attendees for this VIP event.

Councilmember Smith stated the July 26 IFP Board Meeting will include additional Strategic Planning presentation.

Councilmember Ehardt had no items to report.

Councilmember Radford stated the Idaho Falls Zoo is anticipating another year of record attendance.

Councilmember Dingman had no items to report.

Acceptance and/or Receipt of Minutes:

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to receive the recommendations from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

AssetWorks Professional Services and Software Agreement Follow-up Discussion:

Director Alexander stated the original proposal for funding this agreement was to utilize the Municipal Equipment Replacement Fund (MERF). Total purchase for the software = \$124,987.84; annual software maintenance = \$10,660. She believes this will be a multi-year project which will include funding from FY2016/17 and FY2017/18. Ms. Witt stated approximately 730 pieces of equipment are being tracked and are currently located in the MERF. She indicated spreadsheets and HTE are currently being used for this tracking system. She stated the HTE system experienced a failure, lasting for approximately 18 months, which eliminated any tracking ability. Director Alexander stated the Fleet Management System will replace the current HTE system. This system will also integrate with the Cayenta system, will integrate with Fuel Master and NetworkFleet (GPS tracking), will provide accurate data for scheduling preventative maintenance and repairs, and, will provide departments access to fleet information at any time. She briefly reviewed the fleet management system proposed funding. She stated recommended funding for this purchase includes:

- Option 1 – MERF

- Option 2 – forecasted savings in fuel and lubricants budget

- Total budget = \$1m

- Expended through June = \$619,868

- Forecast for September 30 = \$846,490

- Estimated savings = \$153,510

Director Alexander briefly reviewed the AssetWorks ownership/depreciation and recurring costs capabilities. Ms. Witt stated the HTE does not currently have a depreciation capability, therefore an annual review of equipment is conducted within each Department. She also stated there is not a current maintenance tracking system and each piece of equipment has to be manually tracked. She believes this software system will be very helpful pertaining to the preventative maintenance schedules. She stated this Fleet Management System is widely used by other organizations and companies. General discussion and comments followed. Ms. Witt stated, per the agreement, a license will be required for each piece of equipment. She does not believe the amount of equipment will exceed the number of licenses. After further brief comments, it was consensus of the Council to utilize the forecasted savings from the fuel and lubricants budget. This item will be included on the July 27 Council Meeting agenda.

Quarterly Finance Presentation:

Director Alexander turned the presentation to Mr. Hagedorn for overview of revenue and expenditures for third quarter as follows with general discussion throughout:

Mr. Hagedorn stated the forecast for revenue projection takes five (5) years of actual with projection of two (2) years.

July 24, 2017 - Unapproved

Budget to Actual Revenue	2016/17 Budget	Year to Date	Percentage Expended	Year-End Forecast
	\$154,814,615	\$112,973,438	72.97%	\$143,551,831

Mr. Hagedorn indicated the projected Taxes and Franchise Fees will be less than projected due to timing in collections. Projected taxes includes Recreational Fund, Library, Municipal Capital Improvement, Streets Fund, and the General Fund. Intergovernmental Revenue is related to potential grants. Government Charges for Services, as well as Enterprise Charges for Services, is similar to the previous year. Mr. Hagedorn stated, due to outgoing and incoming revenues throughout the year, all Non-Revenue Transfers will be grouped together at year end.

Budget to Actual Expenditures	2016/17 Budget	Year to Date	Percentage Expended	Year-End Forecast
	\$195,194,467	\$112,716,488	58%	\$159,662,956

Mr. Hagedorn stated Wages/Benefits costs have reduced due to the demographic shift of employees. He indicated Enterprise Funds are situational which affects Operating Benefits and Capital Outlay balances. MERF depreciation is accurate. Debt Service remains the same amount each year. He stated General Fund expenditures are approximately 75% but has increased approximately 9% from the previous year although revenues have decreased. Director Alexander stated large expenses from the General Fund have included the construction of Fire Station No. 1 and the excessive snow removal season.

Mr. McOmber reviewed the Total Fund Balance for the previous ten (10) years. He stated total City reserve funds have been decreasing and he expressed his concern for the decrease of the General Fund as the trend is continuing downward. Mayor Casper believes the change of the accounting process over the course of years may contribute to the decreasing amounts. Mr. Hagedorn stated the spread is approximately \$8m. Approximately \$4.6m was transferred to the Street Department, \$1.5m was budgeted for capital projects, and the remaining \$2m is due to various, more complicated expenditures. Councilmember Hally believes the General Fund was built up during the recession due to items being postponed. He believes those items are now being completed, through depreciation or new construction. Mr. McOmber concurred although he did not anticipate the current low balance. Brief discussion followed. Mr. McOmber briefly reviewed Total Fund Balance by each Fund. He stated investments are doing well with a general return at approximately 2%. He indicated the main goal of City (public) funds is preservation, not gains.

Cemetery and Memorial Tree Discussion:

Director Weitzel stated the Parks and Recreation (P&R) Department is currently working to formalize a remembrance tree and bench program. The draft program would require Remembrance Trees be approximately 2.5-3.0 in diameter and 5-6 feet tall. Each tree would cost \$400 each. Mr. Lloyd stated the City assists the family with the planting and care of the tree. The tree is then included into the GPS (Global Positioning System) inventory program as it becomes the property of the City. Tree planting is dependent on weather and seasonal conditions.

Mr. Davis reviewed the current procedure of the cemetery and memorial trees. He indicated the cemetery is trying to protect the personal property of cemetery decorations but would like a better policy as decorations and other debris make it difficult for staff clean up. He stated valuable items are retained. Director Weitzel reviewed the current policy regarding decorations of plots and graves for the observed holidays.

Mr. Fife stated options could include a written inter-departmental policy, a resolution approved by Council, or an ordinance. He recommended a resolution or a P&R policy. He stated any resolution or policy needs to be fair, consistent, and fair-minded to inform people of expectations in order to manage individual behaviors. He stated a resolution could not be changed as easily as a P&R policy. After brief discussion, it was consensus of the Council to approve a resolution outlining a policy.

Naming Rights Resolution:

Director Weitzel briefly reviewed the purpose and definitions of the proposed resolution. The proposed resolution also defines three (3) categories of naming requests as Historic Events, People/Group, and Places; Outstanding Individuals; or Major Donations. Director Weitzel briefly reviewed the procedures including general principles; renaming a City facility, park or location; or other considerations. He reviewed the application contents, the application processing steps, and the approval process required by the Council.

July 24, 2017 - Unapproved

Mr. Fife stated the resolution would be a guideline. Brief discussion followed regarding the use of company logos and the approval process. Mr. Fife stated a resolution was previously written specifically for Parks and Recreation, as the majority of requests involve Parks and Recreation facilities, but at that time it was decided by the Council that the resolution should be broadened to include other City facilities. General brief comments followed. Mayor Casper stated this item will be included on the July 27 Council Meeting agenda.

There being no further business, it was moved by Councilmember Hally, seconded by Councilmember Marohn, that the meeting adjourn at 5:38 p.m.

CITY CLERK

MAYOR

July 25, 2017 Budget Session - Unapproved

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Budget Session), Tuesday, July 25, 2017, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember 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
Jackie Flowers, Idaho Falls Power Director
Bear Prairie, Idaho Falls Power Assistant Director
Brad Cramer, Community Development Services Director
Randy Fife, City Attorney
Kerry Hammon, Public Information Officer
Kathy Hampton, City Clerk

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

Opening Remarks:

At the request of Mayor Casper, it was moved by Councilmember Hally, seconded by Councilmember Marohn, to change the agenda and have Idaho Falls Power Fees Discussion be presented first and to remove Priority Based Budgeting Update for discussion at a later time. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Idaho Falls Power (IFP) Fees Discussion:

Director Flowers stated, per IFP budget presentation on July 14, IFP had previously proposed a phased-in increase for the pending rate increase recognizing projected revenue would not entirely be covered by the Bonneville Power Administration (BPA) rate increase. She stated after IFP additional review, she believes any increase needs to occur in a single-phased approach. She stated BPA will notice their rates on July 26, with anticipation of a 6% increase from BPA = \$2m. Director Flowers reiterated a 9% increase was absorbed in 2015, along with a rate reduction to customers, and she believes the City cannot absorb any BPA increase this year. She stated third party influencers include declining revenues, continual increase in transmission costs, and scheduling fees (\$1.2m spending authority with The Energy Authority (TEA)). IFP influencers include capital improvements and declining loads.

Director Flowers briefly reviewed IFP expenses by type:

- Power purchases from BPA and third party suppliers = 37.2% (third party expense)
- Fish and Wildlife (BPA) = 13.4% (third party expense)
- High voltage transmission to import purchased power = 11.7% (third party expense)
- Power lines, poles, transformers, and substations = 17.0%
- IFP owned and operated generation facilities = 8.8%
- Payment to City General Fund = 6.1%
- Customer billing, metering, energy efficiency, and customer service desk = 4.8%
- Administrative and general overhead = 0.9%

July 25, 2017 Budget Session - Unapproved

Director Flowers stated power rate impacts are influenced by those who use an excessive amount of energy versus a typical customer. She reviewed the proposed rates/fees as follows:

	FY16/17	Proposed FY17/18
Residential – Monthly Charge	\$16.00	\$18.00
Commercial – Demand Charge	\$7.25	\$8.00
Small Industrial – Demand Charge (/kW)	\$7.00	\$7.25
Large Industrial – Demand Charge (/kW)	\$7.00	\$7.00
AMI (Advanced Metering Infrastructure) Opt Out – Monthly Charge	\$6.41	\$6.56
Line Extension Fee for Single Family Home	\$1,100.00	\$1,500.00
Electric Vehicle Charging Station – Monthly Charge		\$20.00
Residential Transfer Customers		\$0.03 added to the Residential Base Energy Charge through term per service agreement

Mr. Prairie stated increases are based on the cost of service model, which are based on service and demands of IFP. Director Flowers briefly reviewed comparison of City electric rates versus other Idaho cities. Brief discussion followed regarding low rates within the State and additional services provided by IFP. To the response of Councilmember Hally, Director Flowers stated energy efficiency programs will be adjusted for the upcoming year but will not impact customers. Mayor Casper reiterated the IFP rate increase is due to an outside entity rate increase. She also stated discussion is occurring for additional customer services and programs. Director Flowers reviewed the IFP Municipal Equipment Replacement Fund (MERF). She stated adjustments were completed for IFP and believes the MERF is adequate, including the status of fleet and the formula used for equipment. Brief discussion followed regarding the 15th Street substation and the need to consider upgrades in the near future.

2017-18 Budget Overview, Trends, Forecasting, and Accounting Practices:

Mayor Casper believes discussion is necessary regarding the operating budget and capital expenses as Councilmember Marohn expressed concern with balancing the operating budget. She stated previous budget documentation did not include growth money, and her intent is to always include growth money in budget considerations. This year, the growth money would amount to \$506,645, which is a conservative estimate. Mayor Casper believes with increasing expenses, outside of the City's control, it is necessary to take the growth money as she believes the growth money is an offset to inflation and expenses of the City. She believes there is growth in many forms within the City that helps to increase the tax base which then allows City services to be maintained without substantially raising taxes. Mayor Casper believes the only way to maintain a flat operating budget would be to hold costs flat or to cut services. She stated the City cannot control costs as costs will always fluctuate. She indicated she requested Department Directors to present a flat operating budget while keeping services flat, not keeping costs flat. She stated the Wages and Benefits increases, included in the proposed budget, were based on inflation increase of 2.5%, which amounts to \$545,000. Mayor Casper stated the Finance Team reviewed the number of full-time employees (FTEs), created a \$1.5m contingency fund, reviewed fees related to collection, reviewed property tax collection trends, and reviewed benefit payouts. Mr. Hagedorn reviewed the contingency fund, in the amount of \$1.8m, which has been reallocated from savings within departments. He stated this fund has been created for unknown expenses within any department and is for spending authority only. Mayor Casper believes this fund should be carefully monitored and only used for necessities. Brief discussion followed regarding FTE reports, unassigned revenues, and property tax collection. Mr. Hagedorn stated cash collections will be budgeted in the next fiscal year which will follow the budgeting basis and will convert to accrual basis for financial reporting. Mayor Casper indicated, due to Councilmember Marohn's request that all Departments review their operating budgets, review of Municipal Services and Mayor/Council budget includes a reduction of \$100,000 to \$71,000 for building infrastructure, a requested increase of \$50,000 to Targhee Regional Public Transit Authority (TRPTA), a \$6000 increase to Sister Cities budget for 2 delegates to Japan, and a \$9000 increase for Council travel. Councilmember Marohn commended the Finance Team for comparison of revenue versus expenditures. Mr. Hagedorn reviewed the following:

July 25, 2017 Budget Session - Unapproved

Projected Revenue	Growth & Annexation	Cash balance as of May 2017	Total Funding	Budget	Requests	Total Requested Budget	Variance
\$162,750,089	\$506,645	\$118,663,224	\$281,919,958	\$151,741,547	\$45,233,856	\$196,975,403	\$84,944,555

He reviewed the Special Revenues Fund and the Capital Improvement Funds.

Operating:

Projected Revenue	Growth & Annexation	Total Funding	Budget	Requests	Total Requested Budget	Over (Under)
\$41,371,931	\$506,645	\$41,878,576	\$41,692,992	\$263,058	\$41,956,050	(\$77,474)

Mr. Hagedorn stated the Operating budget is balanced with approximately \$220,000 excess, although additional requests will exceed the budgeted amount. He briefly reviewed requested items that could be reduced, including ADA building costs, TRPTA, Sister Cities, Council minor equipment, Council travel, wage inflation adjustment, non-certified/board travel freeze, and/or \$5/month dental cost share. Mr. Hagedorn stated there is more control over expenses and less control over revenue. After general discussion and comments, it was decided to reduce Parks and Recreation (P&R) Professional Services request by \$25,000, reduce TRPTA request by \$25,000, and reduce non-certified/board travel by \$25,000. Councilmember Marohn reminded the Council this is only a tentative approval of a budgeted amount, additional discussion could occur for other/different reductions. Mr. Hagedorn stated there is not a preference to fund capital requests from the cash reserves. He believes there is a need to maintain cash reserves to cover unknown expenses in the previous year. Other options are to eliminate, reduce, or take the levy. He reviewed the following:

Capital:

Projected Revenue	Growth & Annexation	Total Funding	Budget	Requests	Total Requested Budget	Over (Under)
\$43,621,931	\$506,645	\$44,128,576	\$41,692,992	\$5,377,204	\$47,070,196	(\$2,941,620)

Mr. Hagedorn reviewed the following Growth + Levy Rates with requested priorities:

	Growth Savings	1%	1.50%	2%	3%	Cash Balance
	\$200,000	\$500,000	\$650,000	\$800,000	\$1,100,000	
Level 1 Priorities						
Code Enforcement Clerk	57,582					
IT Servers	37,252					
GIS Computer Replacements	13,000					
Refrigeration System and Freezer	16,441					
Playground Replacement Program						\$75,000
Civic Auditorium Funding			420,400			
Education Center (no added cost)						
Heritage Park Split -2 years					500,000	
Level 2 Priorities						
PIO Intern	21,668					

Councilmember Hally is in favor of 1.5% levy increase and utilizing \$500,000 from the General Fund. He believes money should be spent for parking and roadways at Tautphaus Park. Discussion followed regarding Heritage Park and the potential land swap of the Bonneville County 4H Building with the 911 Dispatch Center. Mayor Casper stated additional discussion needs to occur regarding any land swap. Councilmember Radford is supportive of the growth savings and 3% levy increase. He does not believe money should be taken from the General Fund to pay for capital projects which may indebt future Councils. Councilmember Ehardt prefers to stay level and is more interested in utilizing General Funds. Councilmember Smith stated due to donors contributing to P&R and the Civic Auditorium, he believes it would be ludicrous to not match those donations. He indicated due to the excessive costs of snow removal and the fire station, he does not believe a flat budget is probable. Councilmember Dingman concurred. Mayor Casper believes if any proposed increase can be demonstrated to taxpayers that the money is tied to specific things, those specific things are leveraging dollars. Councilmember Hally believes contingency funds should be attached to large items, including snow removal, Hitt Road, and Fire Station. General comments followed.

July 25, 2017 Budget Session - Unapproved

At the request of Mayor Casper, Mr. McOmber stated that GFOA (Government Finance Officers Association) best practices states that two (2) months of expenses or revenues should be sustained in the General Fund. He stated, on average, the City spends approximately \$4m-\$5m monthly or \$8-\$9m at a minimum. Mr. McOmber stated the General Fund balance is currently at \$4m. He indicted the City planned to go low, but not this low. He also stated most investments are liquid which could be used if needed. After further general discussion and comments, it was consensus of the Council to tentatively approve the budget cap/ceiling at \$195,133,783, which is approximately \$61,000 less than the previous year.

To Councilmember Radford's request, Mayor Casper indicated discussion is occurring regarding the formation of several committees to assist with future budget presentations.

Councilmember Marohn recommended Council be aware of the five-year performa regarding capital and operational planning by Departments. He stated the majority of the budget is Enterprise Funds. General Fund budget amounts to approximately \$45m, which is \$3m less than previous year. After further discussion of additional priorities, there was consensus to add an additional \$400,000 to the tentative budget cap = \$195,533,783.

Mayor Casper stated the July 26 discussion will include clarification of proposed fees and Priority Based Budgeting concepts.

There being no further business, the meeting adjourned at 6:07 p.m.

CITY CLERK

MAYOR

July 26, 2017 Budget Session - Unapproved

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Budget Session), Wednesday, July 26, 2017, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

There were present:

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

Also present:

Pamela Alexander, Municipal Services Director
Mark Hagedorn, Controller
Kenny McOmber, Treasurer
Scott Grimmett, Fire Marshal
Mark McBride, Police Chief
Michael Kirkham, Assistant City Attorney
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:02 p.m. with the following:

Opening Remarks:

Mayor Casper believes previous budget discussions have been productive particularly those discussions regarding Councilmembers priorities. She also believes taxpayers are well represented by the efforts on behalf of the Council. She expressed her appreciation to the Finance Team for their extended hours of work. Mayor Casper proposed the Priority Based Budgeting discussion occur at a future Work Session.

Budget Discussion:

Mr. Hagedorn presented the general overview budget which indicates requests for the Enterprise Funds, Capital Improvement Funds, and special revenues (that had cash available). He stated there was a recalculation following the July 25 Budget Session which reduced the total requested budget to an amount of \$194,933,941.

General Fund:

Projected Revenue	Growth & Levy	Cash balance as of May 2017	Total Funding	Budget	Requests	Total Requested Budget	Variance
\$43,621,931	\$1,408,824	-	\$45,030,755	\$41,617,992	\$3,410,742	\$45,028,734	\$2,021

General Fund Budget Analysis:

General Fund Revenues	\$43,621,931	
Growth & Annexation	\$506,645	
Proposed 3% Tax Levy	\$902,179	
Total Proposed Revenues		\$45,030,755

General Fund Expenditures	\$41,692,992	
Proposed budget adjustments		
Decrease in TRPTA funding	(\$25,000)	
Decrease in travel	(\$25,000)	

July 26, 2017 Budget Session - Unapproved

Decrease in Parks Professional Services (\$25,000)

Projects with contingent revenues

Civic Auditorium Funding \$820,400 (Donation=\$400,000, City match=\$420,000)

Education Center \$850,000 (All Donation)

Heritage Park \$1,500,000 (Donation=\$1,000,000, City match=\$500,000)

General Fund Expenditure Subtotal \$44,788,392

Remaining Discretionary Funds \$242,363

Mr. Hagedorn reviewed administration priorities, stating proposed funding for Priority Group 1 = \$240,342. Brief discussion followed regarding the requested Public Information Officer (PIO). Mayor Casper stated one (1) additional PIO will be budgeted in Fire and Public Works Departments. A portion of the remaining discretionary funds could be used for an additional PIO intern or half-time PIO position.

Councilmember Marohn believes all funds have been balanced with \$194,933,941 as the budget cap, which shows good citizen control and financial responsibility. This amount does not address subsequent priorities. The 3% levy would be dedicated for capital funding for the matching grants for the Civic Auditorium and Heritage Park. He is not recommending any funds be taken from the General Fund balance. Councilmember Dingman concurred. Councilmember Marohn commended Mayor Casper for the difficult budget process. Councilmember Ehardt stated she has a difficult time funding Heritage Park as she believes there are so many other needs. She is not confident this is the best use of money for the citizens of Idaho Falls. Mr. Fife reviewed the agreement with the Stafford Smith related to Heritage Park. He stated the City had two (2) obligations to retain the property: a committee was to be formed to function for three (3) years; and have the property available to the public for recreational purposes for the next 21 years. Mr. Fife believes the City has met the obligations as a committee has been formed and the land is currently open to the public. He indicated the public availability is contrary to the Parks and Recreation interpretation. Councilmember Radford believes Heritage Park is a way to extend the greenbelt and also believes there is practical value to complete that section of green space. Brief discussion followed regarding Heritage Park and the Rotary Club. After further brief comments, there was consensus to approve the tentative budget of \$194,933,941, approximately \$300,000 less than the previous year.

Mayor Casper requested follow-up discussion regarding proposed fees as some fees had not been properly updated in the distributed documentation. She stated per discussion with Idaho Falls Power (IFP) Director Jackie Flowers, the rate increase from Bonneville Power Administration (BPA) is anticipated to be lower than expected. Additional discussion will occur at the July 27 IFP Board Meeting.

Director Alexander stated all proposed fees are located on the website. Proposed fees were reviewed as follows:

Airport – anticipating fees for negotiation of car rental agencies for three (3) years.

Community Development Services – code enforcement violations. Brief discussion followed regarding illegal dumping. Mr. Kirkham indicated all fines/misdemeanors regarding this violation are listed in State Code.

Fire – Ambulance increase due to medication costs; and new fees for no transport costs, which are mainly Medicare/Medicaid patients.

Idaho Falls Power – Director Alexander stated those residents who travel south for the winter have requested short-term suspension of electrical utility.

Library – minimal changes, including a reduction of Library fines.

Municipal Services – Criminal History Check for child care licensing; and Civic Auditorium.

Parks and Recreation – cemetery; rental fees; special event admission; swim team fees; and golf courses.

Police – added on-duty uniformed extra-duty service for secondary employment; basic infraction and misdemeanor fees.

Public Works – overall fees have been rounded up to the nearest nickel. Sanitation has added Bonneville County landfill disposal fee and curbside recycling which would be contingent upon receiving a grant.

July 26, 2017 Budget Session - Unapproved

Mayor Casper stated she has requested from Department Directors that any fee changes occur once a year. Council concurred unless a large increase that may impact the City occurs. Mayor Casper stated Bonneville County fees were effective mid-year and have been absorbed by the City until the proposed fee increases are effective. After further comments and discussion, there was consensus of the Council to proceed with proposed fees.

There being no further business, it was moved by Councilmember Dingman, seconded by Councilmember Marohn, to adjourn the meeting at 4:20 p.m.

CITY CLERK

MAYOR

July 27, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Idaho Falls Power Board), Thursday, July 27, 2017, at Idaho Falls Power Conference Room, 140 S. Capital, Idaho Falls, Idaho at 8:00 a.m.

Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper
Councilmember John B. Radford
Councilmember Ed Marohn
Councilmember David M. Smith
Councilmember Thomas Hally
Councilmember Barbara Ehardt
Councilmember Michelle Ziel-Dingman (arrived at 8:18 a.m.)

Also present:

Jackie Flowers, Idaho Falls Power Director
Bear Prairie, Idaho Falls Power Assistant Manager
Tim Blodgett, Hometown Connections
Richard Malloy, Engineering and Compliance Manager
Jace Yancey, Operations Technician
Mark Reed, Generation Superintendent
Wid Ritchie, Energy Services Manager
Randy Westergard, Transmission and Distribution Superintendent
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 8:03 a.m.

Discussion of Idaho Falls Power (IFP) Budget and Fees:

Mr. Prairie stated the Bonneville Power Administration (BPA) average customers rate increase came in lower than expected at 5.4%. The rate increase for Idaho Falls though will not be known until a few days from now when we get the utility specific rate impact values from BPA. 5.4% is an average for all customers, with some being higher and others lower. BPA also created a spill surcharge to recover costs associated with anticipated spill increase. The surcharge is a result of a ruling previously issued by the U.S. District Court. The surcharge is yet to be determined which could range from 0-2%, which would be in addition to the 5.4% increase or whatever the power rates increase is for Idaho Falls Power. Mr. Prairie stated if BPA rates drop below 0%, the Cost Recovery Adjustment Clause (CRAC) surcharge is automatically implemented also at the start of FY18, this could add another 1-2%. If we have a CRAC it will be known after their Q3 financial are released which is prior to us finalizing our rates proposal. All numbers combined = 8% BPA power increase with spill and no CRAC. He stated several factors determine the 'average' increase. After brief discussion, there was consensus of the Council to have a review of fees at the August 7 Council Work Session.

Approval of Non-Binding Letter of Intent for Underwriting Services with Municipal Capital Markets (MCMG) Group, Inc.:

Director Flowers stated the Non-binding Letter of Intent will allow the MCMG to give recommendations regarding potential issuance of bonds. She indicated future discussion will occur during an October IFP Board Meeting.

It was moved by Councilmember Radford, seconded by Councilmember Marohn, to approve the Non-Binding Letter of Intent for Underwriting Services with Municipal Capital Markets (MCMG) Group, Inc. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

August Recess Talking Points:

July 27, 2017 - Unapproved

Director Flowers stated items to be discussed at the Northwest Public Power Association (NWPPA) will include hydropower licensing/re-licensing, vegetation management, and wild fire budgeting. Mayor Casper stated these particular talking points may also be discussed at the Intermountain Energy Summit scheduled for August 8-9, 2017.

IFP Strategic Planning Final Review:

Director Flowers stated this is the final strategic session. She then turned the presentation to Mr. Blodgett. Mr. Blodgett expressed his appreciation for staff's effort regarding the Strategic Plan. He stated the real focus will be on prioritization and discipline and he continued to challenge staff on these focus items. Mr. Blodgett recognized IFP's limited resources of funding and staff to fully implement the plan. Director Flowers briefly reviewed the process and previously completed steps of the Strategic Plan including: Board Commissioning; Vision; Customers/Target Markets; Strengths, Weaknesses, Opportunities, and Threats; Strategic Areas of Focus; and, "Ends" Statements. Mr. Blodgett stated Step Seven includes Goals (Specific, Realistic, and Measurable).

Growth – IFP shall anticipate energy and broadband needs for the continued vibrancy of the community.

1. Load Growth – Developed load growth plan that includes identification of available resources and target industries that would benefit from those resources for strategic recruitment by April 30, 2018. Director Flowers stated available resources could include land, surplus power, etc. that we identify as available for development.
2. Economic Development & Land Use – Working with economic development entities, identify and implement utility recruitment tools that would help promote our area for target industries by September 30, 2019. Directors Flowers stated there is a need to better understand what is important for that recruitment conversation.
3. Infrastructure Growth (includes fiber) – Working with economic development entities, identify geographical areas that are targeted City growth/industry recruitment areas and implement infrastructure expansion plans necessary to support commercial/industrial growth in those areas by September 30, 2022. Director Flowers stated examples include infrastructure investments and rate tools being pursued for the expanding INL campus. Brief discussion followed regarding service outside of City limits including the Area of Impact.

Workforce – IFP shall maintain its position as an industry leader enabled by talented and trained staff.

1. Compensation Policy – Implement a utility-wide market based scale by January 31, 2018.
2. Succession Planning – Develop a comprehensive company succession plan, including individual employee development plans by December 31, 2018. It was noted that current succession planning is high level with detailed planning in areas of risk, high turnover, or apprentice programs where the training period is long.
3. Safety – Agree on a set of safety metrics to trace monthly to monitor trends and develop 'safety ticket' and 'good catch' programs by September 30, 2017. Mr. Reed stated staff will continue to grow a safe work culture. Cayenta will assist with the number of accidents.
4. Board Development (Board's goal) –
 - Identify three Council/Board policies and document by December 31, 2017
 - Develop new Council/Board training plan by December 31, 2017

Mr. Blodgett stated goals are important at the Board level for the community. Goals could include annual training and/or self evaluation. Discussion followed regarding a hybrid board and board turnover.

Financial – IFP will operate in a stable, financially prudent and forward looking manner.

1. Utility Best Practices – Map data availability or sources, identify gaps to collect, add data reporting in Capital Improvement Projects (CIP) and budgeting - prioritize implementation plan by December 31, 2017, and integrate data into one or two programs per calendar year. Mr. Prairie stated annual reviews of financial policies will be ongoing. Other resources to tie data elements to existing planning documents are being explored.
2. Power Supply/Markets – Develop in-house scheduling expertise to coordinate and update procedures to leverage external scheduling agencies (UAMPS (Utah Associated Municipal Power Systems), TEA (The Energy Authority)) by December 31, 2018.

July 27, 2017 - Unapproved

3. Regulations – Obtain FERC (Federal Energy Regulatory Commission) relicense consultant and establish a target relicense plan and schedule by December 31, 2018. Brief discussion followed regarding relicensing.

Customer – IFP will serve as the customer’s trusted energy advisor.

1. Service Experience – Enhance customer experience by identifying, streamlining and implementing one process improvement per calendar year. Mr. Ritchie stated this would include formalizing and expanding key account services, one-stop shop service for customers to set up accounts, accept payments or implement a payment drop box. Conduct comprehensive customer satisfaction surveys and needs research by December 30, 2018 and annually thereafter. Mr. Ritchie stated surveys would compare IFP to unconventional markets.
2. Education/Communication/Outreach – Develop a plan by September 30, 2017 and review annually thereafter. Mr. Ritchie stated this plan would be comprehensive covering a range of topics.
3. Integrated Programs – Developed a technology plan to address customer needs and evolve utility services by December 30, 2018. Brief discussion followed regarding energy assistance to customers.

Reliability – IFP will embrace change and technology to ensure a modern, adaptive grid.

1. Maintain – Establish procedures for continued progress toward sophisticated reliability tracing by September 30, 2017. Mr. Malloy stated data sets can be converted into Cayenta to build a history of CIP and staff time. This would also include review of assets for additional review by Mayor/Council.
2. Enhance – Develop a technology plan (including systems, people, process, security) by December 30, 2018. Mr. Malloy stated the technologies plan further contemplates and anticipates the interface.
3. Future Planning –

Develop and implement a plan to island and restore power (micro-grid) to critical load centers under short notice conditions by September 30, 2022. Mr. Malloy stated this would include building off existing tools: CIP and financial policies. The length of time would be needed for the implementation plan.

Actively participate in regional transmission planning by requiring biannual updates of transmission studies and implementation while coordinating regional participation. Mr. Malloy stated this would include conversation with Rocky Mountain Power. Director Flowers believes IFP may need to attend customer meetings as well.

Step Eight: Action Items

1. Business Goals drive work plans of individual departments/functional/cross-functional areas
2. Assess resource implications and build into annual and/or capital budgets if necessary
3. Assemble appropriate players to build specific goals and action items around strategies
4. Develop a plan and timeline for plan
5. Build a communications process for reaching appropriate stakeholders

Director Flowers stated goals and timelines may need to be adjusted depending on workload in certain divisions.

Next steps include: develop action plan with more detailed goals (this may result in some target completion date adjustments to balance resources); bring final plan to Council for adoption; make the plan simple enough to become a part of ongoing discussions that have strategic implications (CIP, budget, and performance evaluations); keep the plan relevant by periodically revisiting the assumptions in the face of changes to the internal and external environments; and, make the plan part of your culture (the Management team will need to convert the remainder of the organization).

There being no further business, it was moved by Councilmember Smith, seconded by Councilmember Marohn, to adjourn the meeting at 10:23 a.m.

CITY CLERK

MAYOR

July 27, 2017 – Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, July 27, 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
Hollie Pettingill, Deputy City Clerk
All available department directors

Pledge of Allegiance:

Mayor Casper invited Aubrey McOmber, a 6th grade student at Iona Elementary, to lead those present in the Pledge of Allegiance.

Public Comment:

Mayor Casper requested any public comment not related to items on the agenda or noticed for a public hearing.

Bill Combo, Idaho Falls resident, appeared. Mr. Combo stated he is Chairman of the Parks and Recreation (P&R) Commission. He also stated he has children who have participated in many activities involving the P&R facilities. He believes there are numerous facilities in decline and needs that are not being met. Examples include the Aquatic Center, the Recreation Center which was constructed in the 1930's, the Ice Arena that has outgrown and exceeds its capacity, and, short supply of fields. Mr. Combo requested action be taken on the recommendations of the Citizen's Review Committee as well as the Tautphaus Park Master Plan. He commended P&R Director Greg Weitzel and believes there are many ways to complete these numerous described items.

Tracy Scott, representative of the Idaho Falls Men's Hockey League, appeared. Mr. Scott stated he has been involved the youth hockey program as well, and has played on the same rink that was constructed in the 1970's. He is hopeful the Ice Arena could expand and believes the hockey programs could grow and could support a second sheet of ice. He believes the tourism to the City would also support additional hockey facilities.

John Rifelj, President of the Idaho Falls Youth Hockey Association, appeared. Mr. Rifelj concurred with Mr. Combo and Mr. Scott. He believes the capacity is at its limit due to the limitations of the Ice Arena. He stated the hockey programs compete with public skate, who would also like to expand their programs. Mr. Rifelj believes the programs would double in size with a second sheet of ice. He stated hockey practice times occur in the early mornings or late evenings due to the availability of the ice.

Casey Thompson, past president of Idaho Falls Lacrosse, appeared. Mr. Thompson also concurred with Mr. Combo. He stated the high schools have been playing in lacrosse club leagues for several years and the sport is continually moving into this area. He stated lacrosse is a spring sport and is continually competing with soccer leagues. He indicated a lacrosse tournament will be held in Idaho Falls in 2020. He requested fields be sanctioned as a multi-use for lacrosse and soccer.

July 27, 2017 – Unapproved

Brandon Taggart, founder of Idaho Select Baseball (website) and Idaho Falls resident, appeared. Mr. Taggart stated the baseball fields are deteriorating. He believes approximately 70% of residents in the City are involved in using the baseball fields and does not believe there are enough fields to meet those needs.

Shauna Kump, Regional Commissioner for AYSO (American Youth Soccer Organization) and Idaho Falls resident, appeared. Ms. Kump stated she has been involved with AYSO for the previous 20 years. She stated AYSO has approximately 100 teams, BYSL (Bonneville Youth Soccer League) has approximately 100 teams, the junior high schools have approximately 25-30 teams, and the high schools have teams as well. Mr. Kump stated all teams are vying for the same fields along with lacrosse and rugby. She stated open grass area is needed for practice space and games as well as adequate parking spaces. She indicated the fields at the soccer complex are full-size fields and cannot be used for the younger players. She stated the school fields have been used for many practices and games and are now deteriorating which are causing injuries. She reiterated more fields are needed.

Consent Agenda:

Public Works requested approval of Bid Award – Thermoplastic Citywide – 2017.

The City Clerk requested approval of Expenditure Summary for the month of June, 2017.

<u>FUND</u>	<u>TOTAL EXPENDITURE</u>
Reserve Accounts Fund	\$1,263,668.71
Street Fund	142,548.22
Recreation Fund	25,093.11
Library Fund	42,312.31
Municipal Equipment Replacement Fund (MERF)	291,343.91
Electric Light Public Purpose Fund	62,237.26
Golf Fund	80,617.81
Self-Insurance Fund	56,892.43
Street Capital Improvement Fund	339,845.48
Traffic Light Capital Improvement Fund	211,802.50
Fire Capital Improvement Fund	19,147.28
Airport Fund	314,304.19
Water and Sewer Fund	1,218,434.48
Sanitation Fund	349,638.73
Ambulance Fund	37,694.95
Electric Light Fund	2,217,623.27
Payroll Liability Fund	3,586,001.73
TOTAL	10,259,206.37

The City Clerk requested approval of Treasurer's Report for the month of June, 2017, minutes from the July 10, 2017 Council Work Session; June 11, 2017 Council Budget Session; and July 12, 2017 Council Budget Session, 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:

Community Development Services

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

July 27, 2017 – Unapproved

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

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the ordinance annexing 5th West (Park Road) Right-of-Way, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

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

ORDINANCE NO. 3126

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

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for 5th West (Park Road) Right-of-Way, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the ordinance assigning a Comprehensive Plan Designation of Low Density Residential and establishing the initial zoning for 5th West (Park Road) Right-of-Way as R-1 (Residence Zone), under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary, that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

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

ORDINANCE NO. 3127

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 3.388 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-1 Residence Zone for 5th West (Park Road) Right-of-Way, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

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

For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Cambridge Terrace Park Addition, Division 1, 4th Amended. The Planning and Zoning Commission considered this

July 27, 2017 – Unapproved

item at its July 11, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Dingman stated this property is less than one (1) acre and was previously platted as a single lot in 1978. This project includes nine (9) townhomes.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to accept the Final Plat for Cambridge Terrace Park Addition, Division 1, 4th Amended, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. 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 Cambridge Terrace Park Addition, Division 1, 4th Amended, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

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

For consideration is the application for a Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Hollipark, Division No. 3. The Planning and Zoning Commission considered this item at its February 7, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Dingman stated this property is approximately 9 acres. This plat also includes Right-of-Way vacation requests. She indicated an extension for this plat was approved in January 2017.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Development Agreement for Hollipark, Division No. 3, 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.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to accept the Final Plat for Hollipark, Division No. 3, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Hollipark, Division No. 3, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

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

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

Councilmember Dingman stated KJ's Super Wash is intending to expand their business.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Site Plan for KJ's Super Wash Vacuums. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

July 27, 2017 – Unapproved

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Site Plan for KJ's Super Wash Vacuums, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Idaho Falls Power

Subject: Updated Intermountain Power Superintendents Association Mutual Aid Agreement

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

Councilmember Smith stated the City has numerous Mutual Aid Agreements with various power companies in the area.

It was moved by Councilmember Smith, seconded by Councilmember Ehardt, to approve the updated Mutual Aid Agreement with Intermountain Power Superintendents Association, 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.

Subject: Bonneville Power Administration (BPA) Energy Conservation Agreement (ECA), Contract No. 17ES-11495

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

It was moved by Councilmember Smith, seconded by Councilmember Hally, to approve the Energy Conservation Agreement with Bonneville Power Administration, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Legal Department

Subject: Sister Cities Ordinance

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

Mr. Fife stated the Sister Cities Organization has been an important part of the community for several years. After financial review, as well as International Charter requirements review, it was determined the Sisters Cities Organization is dependent upon the City. He indicated several discussions have occurred with the Sister Cities Organization to determine goals and expected changes. He commended the organization. Councilmember Ehardt concurred and stated this ordinance will allow the program to continue.

It was moved by Councilmember Ehardt, seconded by Councilmember Radford, to approve the ordinance establishing a Sister Cities Committee under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3128

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

Parks and Recreation

Subject: Naming of City Facilities, Parks and Locations Resolution

For your consideration is a resolution for establishing a policy for the naming of City facilities, parks and locations.

Mayor Casper stated this item was thoroughly discussed at the July 24 Work Session. Councilmember Radford stated discussion for this resolution began several years ago.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the resolution establishing a policy for the naming of City facilities, parks and locations, and give authorization for the Mayor and City Clerk to execute the necessary documents. Councilmember Radford, as part of his motion, noted a wording correction needs to occur. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

RESOLUTION 2017-20

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

Municipal Services

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. Funding for the professional services and software agreement will be from 2016/17 forecasted savings in the Municipal Services, Equipment Maintenance fuels and lubricants budget. The ongoing software maintenance of \$10,660 per year after project implementation will be charged to the department's maintenance fee.

Councilmember Marohn stated this item was re-discussed for clarification of funding sources at the July 24 Work Session after approval of the agreement occurred at the July 13 Council Meeting. He indicated the Cayenta system does not have this module available for City fleet management of approximately 780 vehicles and/or equipment, although this program will integrate with Cayenta. He stated more than 550 national organizations utilize the AssetWorks LLC program.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to approve the Professional Services and Software Agreement with AssetWorks, LLC, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

July 27, 2017 – Unapproved

Subject: Tentative Approval of the 2017/18 Fiscal Year Budget

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

Councilmember Marohn expressed his appreciation to the Councilmembers and Mayor Casper. He indicated the General Fund has been balanced which will avoid spending from the reserve cash funds. He stated the tentative budget of \$194,933,941 will set the cap amount, although this amount can be reduced. Councilmember Radford confirmed this amount sets the spending authority, and historically, the City spends less than the budgeted amount. Councilmember Smith stated any public comments should be addressed through the public hearing process. Mayor Casper indicated the City employee open enrollment period regarding benefits will occur in conjunction with the budget approval.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to tentatively approve the 2017/18 fiscal year budget, and give authority to publish the “Notice of Public Hearing” of the 2017/18 fiscal year budget in the amount of \$194,933,941. This motion also includes publication dates set for August 6, 2017, and August 13, 2017, with the Public Hearing scheduled for Thursday, August 17, 2017. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

There being no further business, the meeting adjourned at 8:26 p.m.

CITY CLERK

MAYOR

REGULAR AGENDA:



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: August 18, 2017

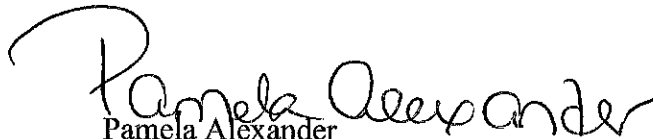
RE: Adoption of 2017/18 Fiscal Year Budget

Attached is a copy of the proposed annual 2017/18 fiscal year budget that was tentatively approved on July 27, 2017 by the Mayor and City Council. The tentative budget was advertised August 6, 2017 and August 13, 2017 as required by Idaho Code.

The Public Hearing took place on Thursday, August 17, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

Municipal Services respectfully requests the adoption of the 2017/18 fiscal year budget in the amount of \$194,933,941 and the attached appropriation ordinance, appropriating the monies to and among the various funds.

Respectfully,


Pamela Alexander
Municipal Services Director

ORDINANCE NO.

THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, FOR THE PERIOD COMMENCING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, APPROPRIATING AND APPORTIONING THE MONIES OF SAID CITY TO AND AMONG THE SEVERAL FUNDS OF SAID CITY AND DESIGNATING THE PURPOSE FOR WHICH SAID MONIES MAY BE EXPENDED; SPECIFYING THE AMOUNT OF MONEY PAID BY PROPERTY TAX TO BE APPROPRIATED TO SAID FUNDS; AND PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE

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

SECTION 1. The revenue of the City of Idaho Falls received during the fiscal period beginning October 1, 2017 and ending September 30, 2018 (hereafter the "Fiscal Period") derived from taxes levied therefore is apportioned to the several funds as follows:

General Levy	\$ 23,106,773
Fire Retirement	400,791
Liability Insurance	636,966
Total General Fund	<u>24,144,530</u>
Recreation Fund	663,831
Library Fund	1,846,697
Streets Fund	3,684,891
Fire Station Capital Fund	401,524
Municipal Capital Improvement Fund	740,000
Total Property Taxes	<u><u>\$ 31,481,473</u></u>

SECTION 2. From the revenues of the Street Fund collected within the Fiscal Period and any uncommitted fund balance in the Street Fund, the sum of \$6,850,873 is apportioned to the Street Fund.

SECTION 3. From the revenues of the Recreation Fund collected within the Fiscal Period and any uncommitted fund balance in the Recreation Fund, the sum of \$1,946,988 is apportioned to the Recreation Fund.

SECTION 4. From the revenues of the Library Fund collected within the Fiscal Period and any uncommitted fund balance in the Library Fund, the sum of \$3,471,066 is apportioned to the Library Fund.

SECTION 5. From the revenues of the Airport Passenger Facility Charge Fund collected within the Fiscal Period and any uncommitted fund balance in the Airport Passenger Facility Charge Fund, the sum of \$ -0- is apportioned to the Airport Passenger Facility Charge Fund.

SECTION 6. From the revenues of the Municipal Equipment Replacement Fund collected within the Fiscal Period and any uncommitted fund balance in the Municipal Equipment Replacement Fund, the sum of \$4,292,000 is apportioned to the Municipal Equipment Replacement Fund.

SECTION 7. From the revenues of the Idaho Falls Power (IFP) Public Purpose Fund collected within the Fiscal Period and any uncommitted fund balance in the IFP Public Purpose Fund, the sum of \$1,010,000 is apportioned to the IFP Public Purpose Fund.

SECTION 8. From the revenues of the Business Improvement District Fund collected within the Fiscal Period and any uncommitted fund balance in the Business Improvement District Fund, the sum of \$60,000 is apportioned to the Business Improvement District Fund.

SECTION 9. From the revenues of the IFP Rate Stabilization Fund collected within the Fiscal Period and any uncommitted fund balance in the IFP Rate Stabilization Fund, the sum of \$ -0- is apportioned to the IFP Rate Stabilization Fund.

SECTION 10. From the revenues of the Golf Fund collected within the Fiscal Period and any uncommitted fund balance in the Golf Fund, the sum of \$2,558,169 is apportioned to the Golf Fund.

SECTION 11. From the revenues of the Self-Insurance Fund collected within the Fiscal Period and any uncommitted fund balance in the Self-Insurance Fund, the sum of \$2,300,000 is apportioned to the Self-Insurance Fund.

SECTION 12. From the revenues of the Sanitary Sewer Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Sanitary Sewer Capital Improvement Fund, the sum of \$650,000 is apportioned to the Sanitary Sewer Capital Improvement Fund.

SECTION 13. From the revenues of the Municipal Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Municipal Capital Improvement Fund, the sum of \$750,000 is apportioned to the Municipal Capital Improvement Fund.

SECTION 14. From the revenues of the Street Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Street Capital Improvement Fund, the sum of \$1,000,000 is apportioned to the Street Capital Improvement Fund.

SECTION 15. From the revenues of the Bridge and Arterial Street Fund collected within the Fiscal Period and any uncommitted fund balance in the Bridge and Arterial Street Fund, the sum of \$325,000 is apportioned to the Bridge and Arterial Street Fund.

SECTION 16. From the revenues of the Water Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Water Capital Improvement Fund, the sum of \$1,100,000 is apportioned to the Water Capital Improvement Fund.

SECTION 17. From the revenues of the Surface Drainage Fund collected within the Fiscal Period and any uncommitted fund balance in the Surface Drainage Fund, the sum of \$60,000 is apportioned to the Surface Drainage Fund.

SECTION 18. From the revenues of the Traffic Light Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Traffic Light Capital Improvement Fund, the sum of \$500,000 is apportioned to the Traffic Light Capital Improvement Fund.

SECTION 19. From the revenues of the Parks Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Parks Capital Improvement Fund, the sum of \$300,000 is apportioned to the Parks Capital Improvement Fund.

SECTION 20. From the revenues of the Fire Capital Improvement Fund collected within the Fiscal Period and any uncommitted fund balance in the Fire Capital Improvement Fund, the sum of \$-0- is apportioned to the Fire Capital Improvement Fund.

SECTION 21. From the revenues of the Airport Fund collected within the Fiscal Period and any uncommitted fund balance in the Airport Fund, the sum of \$12,375,517 is apportioned to the Airport Fund.

SECTION 22. From the revenues of the Water and Wastewater Fund collected within the Fiscal Period and any uncommitted fund balance in the Water and Wastewater Fund, the sum of \$29,971,998 is apportioned to the Water and Wastewater Fund.

SECTION 23. From the revenues of the Sanitation Fund collected within the Fiscal Period and any uncommitted fund balance in the Sanitation Fund, the sum of \$4,632,556 is apportioned to the Sanitation Fund.

SECTION 24. From the revenues of the Ambulance Fund collected within the Fiscal Period and any uncommitted fund balance in the Ambulance Fund, the sum of \$7,710,743 is apportioned to the Ambulance Fund.

SECTION 25. From the revenues of the IFP Fund collected within the Fiscal Period and any uncommitted fund balance in the IFP Fund, the sum of \$63,040,297 is apportioned to the IFP Fund.

SECTION 26. From the revenues of the Contingency Fund collected within the Fiscal Period and any uncommitted fund balance in the Contingency Fund, the sum of \$5,000,000 is apportioned to the Contingency Fund.

SECTION 27. From all other revenues of the City of Idaho Falls collected within the Fiscal Period and the uncommitted fund balance in the General Fund, the sum of \$45,782,512 is apportioned to the General Fund.

SECTION 28. From the monies apportioned to the General Fund, the sum of \$20,685,894 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 29. From the monies apportioned to the Street Fund, the sum of \$3,287,009 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 30. From the monies apportioned to the Recreation Fund, the sum of \$1,287,565 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 31. From the monies apportioned to the Library Fund, the sum of \$1,223,715 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 32. From the monies apportioned to the Airport Passenger Facility Charge Fund, the sum of \$ -0- is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 33. From the monies apportioned to the Municipal Equipment Replacement Fund, the sum of \$3,000,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 34. From the monies apportioned to the IFP Public Purpose Fund, the sum of \$1,008,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 35. From the monies apportioned to the Business Improvement District Fund, the sum of \$60,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 36. From the monies apportioned to the IFP Rate Stabilization Fund, the sum of \$ -0- is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 37. From the monies apportioned to the Golf Fund, the sum of \$2,642,200 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 38. From the monies apportioned to the Self-Insurance Fund, the sum of \$1,155,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 39. From the monies apportioned to the Sanitary Sewer Capital Improvement Fund, the sum of \$176,500 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 40. From the monies apportioned to the Municipal Capital Improvement Fund, the sum of \$1,500 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 41. From the monies apportioned to the Street Capital Improvement Fund, the sum of \$100,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 42. From the monies apportioned to the Bridge and Arterial Street Fund, the sum of \$110,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 43. From the monies apportioned to the Water Capital Improvement Fund, the sum of \$272,500 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 44. From the monies apportioned to the Surface Drainage Fund, the sum of \$12,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 45. From the monies apportioned to the Traffic Light Capital Improvement Fund, the sum of \$707,500 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 46. From the monies apportioned to the Parks Capital Improvement Fund, the sum of \$330,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 47. From the monies apportioned to the Fire Capital Improvement Fund, the sum of \$401,524 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 48. From the monies apportioned to the Airport Fund, the sum of \$12,008,595 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 49. From the monies apportioned to the Water and Wastewater Fund, the sum of \$19,402,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 50. From the monies apportioned to the Sanitation Fund, the sum of \$4,177,000 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 51. From the monies apportioned to the Ambulance Fund, the sum of \$7,264,239 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 52. From the monies apportioned to the IFP Fund, the sum of \$54,166,247 is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 53. From the monies apportioned to the Contingency Fund, the sum of -0- is appropriated for all expenditures lawfully permitted to be made from such Fund.

SECTION 54. This ordinance shall be in full force and effect from and after its passage, execution and publication in the manner required by law.

PASSED BY COUNCIL AND APPROVED BY THE MAYOR THIS 24th DAY OF AUGUST, 2017.

REBECCA CASPER, MAYOR

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 "THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, FOR THE PERIOD COMMENCING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, APPROPRIATING AND APPORTIONING THE MONIES OF SAID CITY TO AND AMONG THE SEVERAL FUNDS OF SAID CITY AND DESIGNATING THE PURPOSE FOR WHICH SAID MONIES MAY BE EXPENDED; SPECIFYING THE AMOUNT OF MONEY PAID BY PROPERTY TAX TO BE APPROPRIATED TO SAID FUNDS; PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE" and that such ordinance was passed by the City Council and approved by the Mayor on the 24th day of August, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City.

(Seal)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department


DATE: August 18, 2017

RE: Adoption of 2017/18 Proposed Fees, Including New Fees and Fee Increases

Municipal Services respectfully requests the Mayor and Council approval of the 2017/18 proposed fees including new fees and fee increases. The proposed new fees and fee increases were advertised August 6, 2017 and August 13, 2017 as required by Idaho Code.

The Public Hearing took place on Thursday, August 17, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

Respectfully,


Pamela Alexander
Municipal Services Director

RESOLUTION NO. 2017-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Council has determined that the revised and new fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged; and,

WHEREAS, a public hearing was held pursuant to Idaho Code § 63-1311A after which the Council considered input given by the public; and,

WHEREAS, the Council, by this Resolution, desires to amend and update only those fees and charges contained in the Attachment to this Resolution, while continuing and approving of other fees lawfully charged by the City that are contained elsewhere and not within the Attachment to this Resolution.

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

1. That the fees set forth in Idaho Falls Fee Schedule – October 2017, “Exhibit A” attached hereto and made a part hereof, be in force and effect in matters relating to fees from and after October 1, 2017;
2. That this Resolution amends all previous Resolutions and Ordinances regarding fees charged by the City concerning the fees that are contained in this Resolution;
3. That any Resolution or provision thereof that is inconsistent with this Resolution is hereby repealed.

ADOPTED and effective this ____ day of _____, 2017.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Resolution entitled, “A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.”

Kathy Hampton, City Clerk

(SEAL)

EXHIBIT 'A'

CITY OF IDAHO FALLS

FEE SCHEDULE

Airport Department.....	2
Community Development Services Department	2
Fire Department	9
Idaho Falls Power	10
Electrical Service Fees	10
Public Fiber Optic Network Fees	12
Library	12
Municipal Services Department	14
Parks and Recreation Fees	18
Police Department	29
Public Works Department.....	30
Engineering Division Fees	30
Sanitation Division Service Fees	30
Street Division Fees	31
Wastewater Division Service Fees.....	32
Water Division Service Fees.....	33
Utility Delinquent Account Fee	35

AIRPORT DEPARTMENT

1. Landing Fee	\$1.30 per 1,000 pound gross weight
2. Fuel Flowage Fee	\$0.05 per each gallon of aviation fuel dispensed into any general aviation aircraft
3. Passenger Facility Charge	\$4.50
4. Customer Facility Charge, On-Airport Car Rental Companies	\$4 per transaction, per day

COMMUNITY DEVELOPMENT SERVICES DEPARTMENT

1. Erosion Control	
a. Initial Erosion Control Contractors Certificate	\$50
b. Erosion Control Contractors Certificate Renewal	\$25
c. Erosion Control Plan Permit – Plans less than One Acre	\$50
d. Erosion Control Plan Permit – Plans One Acre or More	\$100
2. Print and Digital Data Costs	
a. Paper	
i. Zoning Map – 36” X 50”	\$6
ii. Street Map – 36” X 36”	\$5
iii. Street Map – 24” X 24”	\$3
iv. Subdivision Map – 42” X 36”	\$5
v. Aerial Map – 36” X 48”	\$12
vi. Aerial Map – 36” X 36”	\$9
vii. Aerial Map – 24” X 36”	\$6
viii. Print (Per Print More than 5) – 8.5” X 11” or 8.5” X 14”	\$0.50
ix. Print (Per Print More than 5) – 11” X 17”	\$1
x. Custom Size Print	\$0.50 per Square Foot
xi. Custom Size Aerial Print	\$1 per Square Foot
b. Mylar	
i. Custom Size Print	\$1 per Square Foot
ii. Custom Size Aerial Print	\$2 per Square Foot
c. Digital Data	
i. CD	\$1 per Disk
ii. DVD	\$2 per Disk
d. Shipping and Handling (US Postal Service)	
i. Envelope	\$2
ii. CD-Mailer	\$2
iii. Map Tube	\$10
3. Subdivision Fees	

a. Site plan review and processing (review of civil site plans other than single-family residence)	\$300
b. Site plan resubmittal (review of civil site plans not completed after 3 reviews)	\$100
c. Preliminary Plat Review and Processing Fee (review of preliminary plats)	\$500
d. Preliminary plat resubmittal (review of preliminary plats not completed after 3 reviews)	\$150
e. Final Plat Review and Processing (review of final plats)	\$500 + \$15 per lot
f. Final plat resubmittal (review of final plats not completed after 3 reviews)	\$150 + \$5 per lot
g. Zoning compliance report (researching historical land uses of properties)	\$50
h. Advertising fee (fee to cover cost of legal advertisement for public hearings)	\$50
i. Improvement drawings review and processing (review of improvement drawings)	\$350
j. Improvement drawings resubmittal (review of improvement drawings not completed after 3 reviews)	\$150
k. Utility reviews – non-franchise (review of non-franchise utility improvement plans)	\$20
l. Iona Bonneville Sewer District reviews (review of sewer improvement drawings with Sewer District)	\$50
m. Vacation (Review and processing of applications to vacate right-of-way, easements, and other public utilities)	\$350
n. Appeals (Appeal decisions by Board or Adjustment or Planning Commission)	\$150
4. Annexation Fees	
a. Bridge and Arterial Streets Fee	\$100 per required parking space
b. Surface draining fee per square foot of assessable land	\$0.0075
5. Application Fees	
a. Variance Application	\$350
b. Rezoning Application	\$550
c. Planned Transition Zone Application	\$550
d. Comprehensive Plan Amendment	\$250
e. Conditional Use Permit (Either Planning Commission or City Council)	\$225
f. Conditional Use Permit (Both Planning Commission and City Council)	\$325
g. RSC-1 Zone Site Plan Review	\$150
h. Planned Unit Development	\$300
6. Residential Building Permit Fee Valuation Table	
Valuation Range	
\$1 to \$499	\$27.44
\$500 to \$999	\$61.19
\$1,000 to \$9,999	\$120.38
\$10,000 to \$19,999	\$149.97
\$20,000 to \$29,999	\$179.57

\$30,000 to \$39,999	\$209.17
\$40,000 to 49,999	\$238.77
\$50,000 to \$ 59,999	\$268.37
\$60,000 to \$69,999	\$297.97
\$70,000 to \$79,999	\$327.56
\$80,000 to \$89,999	\$357.16
\$90,000 to \$99,999	\$386.76
\$100,000 to \$104,999	\$416.36
\$105,000 to \$109,999	\$445.96
\$110,000 to \$114,999	\$475.55
\$115,000 to \$119,999	\$505.15
\$120,000 to \$124,999	\$534.75
\$125,000 to \$129,999	\$564.35
\$130,000 to \$134,999	\$593.95
\$135,000 to \$139,999	\$623.55
\$140,000 to \$144,999	\$653.14
\$145,000 to \$149,999	\$682.74
\$150,000 to \$154,999	\$712.34
\$155,000 to \$159,999	\$741.94
\$160,000 to \$164,999	\$771.54
\$165,000 to \$169,999	\$801.13
\$170,000 to \$174,999	\$830.73
\$175,000 to \$179,999	\$860.33
\$180,000 to \$184,999	\$897.33
\$185,000 to \$189,999	\$920.05
\$190,000 to \$194,999	\$942.77
\$195,000 to \$199,999	\$965.49
\$200,000 to \$204,999	\$988.20
\$205,000 to \$209,999	\$1,010.92
\$210,000 to \$214,999	\$1,033.64
\$215,000 to \$219,999	\$1,056.36
\$220,000 to \$224,999	\$1,079.08
\$225,000 to \$229,999	\$1,101.80
\$230,000 to \$234,999	\$1,124.52
\$235,000 to \$239,999	\$1,147.23
\$240,000 to \$244,999	\$1,169.95
\$245,000 to \$249,999	\$1,192.67
\$250,000 to \$254,999	\$1,215.39
\$255,000 to \$259,999	\$1,238.11
\$260,000 to \$264,999	\$1,260.83
\$265,000 to \$269,999	\$1,283.55
\$270,000 to \$274,999	\$1,306.27
\$275,000 to \$279,999	\$1,328.98
\$280,000 to \$284,999	\$1,351.70
\$285,000 to \$289,999	\$1,374.42
\$290,000 to \$294,999	\$1,397.14
\$295,000 to \$299,999	\$1,419.86
\$300,000 to \$304,999	\$1,442.58

\$305,000 to \$309,999	\$1,465.30
\$310,000 to \$314,999	\$1,488.01
\$315,000 to \$319,999	\$1,510.73
\$320,000 to \$324,999	\$1,533.45
\$325,000 to \$329,999	\$1,556.17
\$330,000 to \$334,999	\$1,578.89
\$335,000 to \$339,999	\$1,601.61
\$340,000 to \$344,999	\$1,624.33
\$345,000 to \$349,999	\$1,647.04
\$350,000 to \$354,999	\$1,669.76
\$355,000 to \$359,999	\$1,692.48
\$360,000 to \$364,999	\$1,715.20
\$365,000 to \$369,999	\$1,737.92
\$370,000 to \$374,999	\$1,760.64
\$375,000 to \$379,999	\$1,783.36
\$380,000 to \$384,999	\$1,806.07
\$385,000 to \$389,999	\$1,828.79
\$390,000 to \$394,999	\$1,851.51
\$395,000 to \$399,999	\$1,874.23
\$400,000 to \$404,999	\$1,896.95
\$405,000 to \$409,999	\$1,919.67
\$410,000 to \$414,999	\$1,942.39
\$415,000 to \$419,999	\$1,965.10
\$420,000 to \$424,999	\$1,987.82
\$425,000 to \$429,999	\$2,010.54
\$430,000 to \$434,999	\$2,033.26
\$435,000 to \$439,999	\$2,055.98
\$440,000 to \$444,999	\$2,078.70
\$445,000 to \$449,999	\$2,101.42
\$450,000 to \$454,999	\$2,124.13
\$455,000 to \$459,999	\$2,146.85
\$460,000 to \$464,999	\$2,169.57
\$465,000 to \$469,999	\$2,192.29
\$470,000 to \$474,999	\$2,215.01
\$475,000 to \$479,999	\$2,238.73
\$480,000 to \$484,999	\$2,260.45
\$485,000 to \$489,999	\$2,283.16
\$490,000 to \$494,999	\$2,305.88
\$495,000 to \$499,999	\$2,328.60
\$500,000 to \$1,000,000	\$2,604.77 for the first \$500,000 valuation, plus \$3.81 for each additional \$1,000 or fraction thereof
\$1,000,001 to Beyond	\$4,520.67 for the first \$1,000,000 valuation, plus \$2.43 for each additional \$1,000 or fraction thereof
7. Commercial Building Permit Fees Valuation Table:	

Valuation Table	
Total Valuation up to \$800	\$27.44
Total Valuation up to \$900	\$29.46
Total Valuation up to \$1,000	\$31.72
Total Valuation up to \$1,100	\$33.99
Total Valuation up to \$1,200	\$36.26
Total Valuation up to \$1,300	\$40.79
Total Valuation up to \$1,400	\$40.79
Total Valuation up to \$1,500	\$43.05
Total Valuation up to \$3,000	\$74.58
Total Valuation up to \$4,000	\$80.44
Total Valuation up to \$5,000	\$97.77
Total Valuation up to \$6,000	\$103.10
Total Valuation up to \$7,000	\$115.57
Total Valuation up to \$8,000	\$126.90
Total Valuation up to \$9,000	\$137.09
Total Valuation up to \$10,000	\$149.56
Total Valuation up to \$11,000	\$160.89
Total Valuation up to \$12,000	\$172.22
Total Valuation up to \$13,000	\$183.55
Total Valuation up to \$14,000	\$194.88
Total Valuation up to \$15,000	\$205.88
Total Valuation up to \$16,000	\$218.67
Total Valuation up to \$17,000	\$230
Total Valuation up to \$18,000	\$242.46
Total Valuation up to \$19,000	\$252.66
Total Valuation up to \$20,000	\$263.99
Total Valuation up to \$21,000	\$276.45
Total Valuation up to \$22,000	\$287.78
Total Valuation up to \$23,000	\$297.98
Total Valuation up to \$24,000	\$310.44
Total Valuation up to \$30,000	\$362.56
Total Valuation up to \$31,000	\$370.49
Total Valuation up to \$32,000	\$377.29
Total Valuation up to \$33,000	\$387.49
Total Valuation up to \$34,000	\$395.42
Total Valuation up to \$35,000	\$404.48
Total Valuation up to \$36,000	\$411.28
Total Valuation up to \$37,000	\$419.21
Total Valuation up to \$38,000	\$429.41
Total Valuation up to \$39,000	\$437.34
Total Valuation up to \$40,000	\$444.14
Total Valuation up to \$41,000	\$454.33
Total Valuation up to \$42,000	\$462.26
Total Valuation up to \$43,000	\$470.20
Total Valuation up to \$44,000	\$479.26
Total Valuation up to \$45,000	\$487.19
Total Valuation up to \$46,000	\$495.12

Total Valuation up to \$47,000	\$504.19
Total Valuation up to \$48,000	\$512.12
Total Valuation up to \$49,000	\$520.05
Total Valuation up to \$50,000	\$529.11
For total valuation between \$50,001 and \$100,000	\$529.11 for the first \$50,000 valuation, plus \$5.55 for each additional \$1,000 or fraction thereof
For total valuation between \$100,001 and \$400,000	\$8201 for the first \$100,000 valuation, plus \$4.26 for each additional \$1,000 or fraction thereof
For total valuation between \$500,001 and \$1,000,000	\$2,604.77 for the first \$500,000 valuation, plus \$3.81 for each additional \$1,000 or fraction thereof
For total valuation of \$1,000,000 and beyond	\$4,520.67 for the first \$1,000,000 valuation, plus \$2.43 for each additional \$1,000 or fraction thereof
8. New Residential Buildings and Additions Valuation Multiples	
a. Dwelling Unit Valuation	\$85 per Sq. ft
b. Finished Basement Total Valuation	\$20 per Sq. ft.
c. Unfinished Basement/Wood Frame Garage	\$10 per Sq. Ft
9. Commercial Permits Fees:	
a. Commercial Electrical Wiring Permit	1.5% of first \$20,000 of wiring costs, plus 0.75% of wiring costs in excess of \$20,000 (Wiring Costs include the total costs of any and all equipment, materials, and labor for installation governed by the National Electrical Code.
b. Commercial Mechanical Permits	1.5% of the first \$20,000 plus \$0.75% of amounts over \$20,000 of bid amount. The bid amount includes total costs of all equipment, materials, and labor for installation governed by the Uniform Mechanical Code.
c. Commercial Plumbing Permit Fees	1.5% of first \$20,000 plus 0.75% of amounts over \$20,000 of bid amount. The bid amount includes total costs of all equipment, materials, and labor for installation governed by the Uniform Plumbing Code.
d. Commercial Re-Roofing Permit Fee	1% of first \$20,000 of roofing costs, plus .79% of the costs in

	excess of \$20,000 (Maximum Fee \$3,000)
10. Residential Permit Fees:	
a. Residential Electrical Permits	\$5.32 for each electrical service branch circuit, hot tub, spa; plus \$21.52 for each swimming pool.
b. Residential Mechanical Permit Issuance	\$4.64 Unit Fee per installation or relocation of each mechanical unit
c. Residential Plumbing Permit Fees:	
i. Unit Fee for each Plumbing	\$4.64 Unit Fee per installation or relocation
ii. Unit Fee for each Gas Piping System	\$4.64 Unit Fee per installation or relocation of each gas piping system
d. Residential Re-Roofing Permit	1% of valuation; Minimum fee of \$27.44 Maximum fee of \$100
e. Signs, Outline Lighting Systems or Marquees:	
i. Non Electric Sign	\$60
ii. Electric Sign	\$90
iii. Structural Review if over 30 feet	\$30
iv. Billboard	\$150
v. LED Message Center	\$150
11. Other Inspections and Fees (covers residential and commercial buildings, plumbing, mechanical, and electrical):	
a. Permit Issuance Fee (For Issuing Each Permit)	\$27.44
b. Inspections outside of normal business hours (Minimum 2 hour charge)	\$70 per hour or hourly cost to City, whichever is greatest
c. Re-inspection Fees (Section 305.8)	\$70 per hour hourly cost to City, whichever is greatest
d. Inspection for which no fee is specifically indicated (minimum one-half hour charge)	\$70 per hour hourly cost to City, whichever is greatest
e. Additional plan review required by changes, additions, or revisions to plan (minimum one-half hour charge)	\$35 per hour hourly cost to City, whichever is greatest
f. Residential Combination Mechanical Electrical Plumbing (MEP)	\$0.08 per sq ft. total
g. Residential Combination Energy Code	\$50
h. Code Enforcement Violations	
i. First Offense	\$35
ii. Second Offense, within 1 year of a prior violation	\$75
iii. Third Offense, and any subsequent offense, within 1 year of a prior violation	\$150

FIRE DEPARTMENT

1. International Fire Code Permits and Fees:	
a. Operational Permit Fee	\$70
b. Construction Permit Fee	\$70
c. Fine for Failure to Comply with Stop Work Order	\$300
d. Life Safety License	\$125
e. Violation of License Requirement Fine	\$300
f. Site Plan Review	\$70
g. Structural Plan Review Fees	16% of Building Permit Valuation
h. Fire Alarm Plan Review Fee	\$70 or \$4 per device, whichever is greater
i. Additional acceptance test field inspections	\$70
j. Fire Sprinkler System Review Fees	\$140 + \$2.25 a head
k. Fire Pump Review Fee	\$140
l. Alarm Response Fee	Maximum \$150
m. Mitigation Reimbursement Fees	Posted fee schedule
2. Other Inspection and Fees	
a. Inspections outside of normal business hours (minimum 2 hour charge)	\$70 per hour or hourly cost to City, whichever is greatest
b. Re-inspection Fees	\$70 per hour or hourly cost to City, whichever is greatest
c. General inspection fee (including, additional plan review required by changes, additions, or revisions to plan) (minimum one-half hour charge)	\$70 per hour or hourly cost to City, whichever is greatest
d. Target Hazard Operational Permits	\$70 per hour, 1 hour minimum for inspection
e. Commercial Hood Inspection	\$70
3. Firework Licensing:	
a. Consumer Fireworks Permit Application Fee	\$70
b. Consumer Fireworks Wholesale Permit Fee	\$140
4. Ambulance Service:	
a. Advanced Life Support	
i. Non-Emergency	\$608
ii. Resident	\$754
iii. Non-Resident	\$965
iv. BLS Non-Emergency	\$397
v. BLS Emergency – In District	\$643
vi. BLS Emergency – Out of District	\$848
vii. ALS-2	\$1,087
viii. Critical Care	\$1,286
b. Mileage:	
i. BLS Mileage and ALS Mileage – Resident	\$12
ii. BLS Mileage and ALS Mileage – Non-Resident	\$15
c. Treat and Release:	
i. Basic Evaluate/Treat No Transport	\$195

ii. Respond and Evaluate, no other service	\$100
iii. BLS Emergency, no transport	\$325
iv. ALS Emergency, no transport	\$375
d. Ambulance Waiting Time	\$150 per hour
e. Standby	\$150 per hour
f. Empty return leg fee	\$150/hr, 1 hour minimum, Standard mileage rate for non- patient transport.

IDAHO FALLS POWER

ELECTRICAL SERVICE FEES

1. Meter Service Installation Fee	\$50
2. Meter Accuracy Test	\$50
3. AMI Opt Out – Monthly Charge	\$6.56
4. Tampering Reconnection Fee	\$200
5. First Electric Disconnect Fee	\$25
6. Any Subsequent Disconnect Fee within 12 Months of Preceding Disconnect Order	\$50
7. Short-term suspension of Electrical Utility (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.)	
a. Non remote suspension	
i. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	\$12 per request
ii. Requested without 5 business days' notice, or after business hours	\$24 per request
b. Remote suspension	No Charge
8. Line Extension for Single Family Home (per lot)	\$1,500
9. Line Extension for Multi-Family Housing (per family unit)	\$600
10. Line Extension for Commercial	Actual Cost
11. Secondary Service Connection (per Service)	\$100
12. Maximum Security Deposit for Non-12-Month-Consecutive Residential Customer	\$300
13. Maximum Security Deposit for Non-12-Month-Consecutive Commercial or Industrial Customer	\$1,000
14. Commercial Rate – Base Energy Charge	\$0.039 per KWH
15. Commercial Rate – Power Cost Adjustment	(\$0.002) per KWH
16. Commercial Rate – Demand Charge	\$8 per KW for all KW, with a minimum demand charge of \$26 per month
17. Net Metering Commercial Rate – Base Energy Charge	\$0.039 per KWH
18. Net Metering Commercial Rate - Power Cost Adjustment	(\$0.002) per KWH

19. Net Metering Commercial Rate – Demand Charge	\$8 per KW for all KW, with a minimum demand charge of \$26 a month
20. Small Industrial Rate – Energy Charge	\$0.039 per KWH
21. Small Industrial Rate – Power Cost Adjustment	(\$0.002) per KWH
22. Small Industrial Rate – Demand Charge	\$7.25 per KW for all KW, but if less than 2,000 KW a minimum demand charge of \$ \$1,500 per month
23. Large Industrial Rate – Energy Charge	\$0.039 per KWH
24. Large Industrial Rate – Power Cost Adjustment	(\$0.002) per KWH
25. Large Industrial Rate – Demand Charge	\$7 per KW for all KW, with a minimum demand charge of \$14,000
26. Economic Development Rate (> MW)	Negotiated Rate
27. Residential Energy – Base Energy Charges	\$0.0625 per KWH
28. Residential Transfer Customers (added to the residential base Energy Charge through the term of the resident’s service agreement with IFP, following Rocky Mountain Power Agreement to transfer customer to IFP)	\$0.03
29. Residential Energy – Monthly Service Charge	\$18
30. Residential – Power Cost Adjustment	(\$0.002) per KWH
31. Surge Arrestor – Residential	\$4 per month
32. Surge Arrestor - Commercial	\$7 per month
33. Net Metering Residential Rate – Monthly Charge	\$18
34. Net Metering Residential Rate – Base Energy Charge	\$0.0625 per KWH
35. Net Metering – Power Cost Adjustment	(\$0.002)
36. Net Metering Rate – Energy Credit	Heavy Load Mid-Columbia index price per KWH
37. City Street Light Energy Charge	\$0.0725 per KWH
38. Security Lighting Energy Charges – Monthly Rate – 100 W	\$17.50
39. Security Lighting Energy Charges – Monthly Rate – 200 W	\$20
40. Security Lighting Energy Charges – Monthly Rate – 400 W	\$26.50
41. Security Lighting Installation Fee	\$150
42. EV Charging Station	\$20 per month
43. Temporary or Construction Electric Service – Base Energy Charge	(\$0.0625) per KWH
44. Temporary or Construction Electric Service – Monthly Service Charge	\$25

45. Temporary Service Installation Charge	One time charge of \$150. The charge is \$750 if a transformer is required.
46. Power Factor Penalty	For those with power factor 85% or lower: Recorded demand + $KW/\sqrt{(KW^2 + KVar^2)}$

PUBLIC FIBER OPTIC NETWORK FEES

1. Fiber Optic Disconnection Fee	\$100
2. Subsequent Disconnection Fee within 12 Months of Prior Disconnection	\$250
3. Maximum Security Deposit	\$4,000
4. Backbone Service Fee, per single pair fiber, per month	\$1,340
5. New Customer Connection Fee per Connection	\$100
6. Construction Costs	Actual Costs
7. Distribution Engineering Fee per Drop	\$100
8. Monthly Distribution Access Fee	\$25
9. Cost Sharing Payments or Credits	Actual Costs

LIBRARY

1. Overdue Fine	\$0.10 per day per item
2. Maximum Overdue Fine	\$5 per item
3. Lost Item	Original retail cost or library's replacement cost, whichever is less
4. Lost or Damaged Barcode	\$1
5. Lost or Damaged RFID Tag	\$1
6. Lost or Damaged Jacket Cover	\$2
7. Lost or Damaged DVD Out of Set	\$19 per DVD if able to be ordered separately otherwise must pay the cost to replace entire set
8. Lost or Damaged CD Out of Set	\$10 per CD if able to be ordered separately otherwise must pay the cost to replace entire set
9. Lost or Damaged Cassette Out of Set	\$10 per cassette if able to be ordered separately otherwise must pay the cost to replace entire set
10. Lost or Damaged Artwork on CD or DVD	\$2
11. Lost or Damaged Case for CD or DVD	
a. 1 to 14 sleeves	\$7
b. 16-30 sleeves	\$11

c. CD/DVD/VHS case single	\$2
d. Cassette Case	\$3
12. DVD or CD cleaning	\$2 per cleaning
13. Torn Page in Book	\$2
14. Lost or Damaged Spine Label	\$1
15. Lost Individual Booklet from an Easy Reader Set	\$5
16. Lost or Damaged Magazine	Cover Price of the Magazine, no Processing Fee Assessed
17. Out of County Card Fee	\$62.54
18. Inter-Library Loan	\$10
19. Meeting Rooms:	
a. Bonneville County Non-Business Groups	\$15 first hour, \$10 each hour or part thereof after
b. All Other Groups	\$40 first hour, \$20 each hour or part thereof after
c. Cleaning Fee	Actual cost to clean and repair the room (Maximum fee of \$50)
d. Non-Refundable Food Fee	\$50
20. Copies and Printing	
a. Black and White	
i. One sided 8.5 by 11 inch copy	\$0.10 per page
ii. Two sided 8.5 by 11 inch copy	\$0.25 per page
iii. One sided 8.5 by 14 inch copy	\$0.15 per page
iv. Two sided 8.5 by 14 inch copy	\$0.30 per page
v. One sided 11 by 14 inch copy	\$0.20 per page
vi. Two sided 11 by 14 inch copy	\$0.40 per page
b. Color	
i. One sided 8.5 by 11 inch copy	\$0.25 per page
ii. Two sided 8.5 by 11 inch copy	\$0.50 per page
iii. One sided 8.5 by 14 inch copy	\$0.30 per page
iv. Two sided 8.5 by 14 inch copy	\$0.60 per page
v. One sided 11 by 14 inch copy	\$0.50 per page
vi. Two sided 11 by 14 inch copy	\$1 per page
21. Obituary look up on microfilm	\$5 per obituary

MUNICIPAL SERVICES DEPARTMENT

1. Liquor by the Drink:	
a. Liquor by the Drink Annual License Fee	\$562.50
b. Transfer of Liquor by the Drink License	\$100
c. Liquor Catering Permit	\$20
2. Beer:	
a. Beer Annual On or Off Premises Consumption License	\$200
b. Annual Bottled or Canned Beer Off Premises Consumption License	\$50
c. Transfer of Annual On or Off Premises Consumption License	\$100
d. Transfer of Annual Bottled or Canned Beer Off Premises Consumption License	\$25
e. License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
f. Multiple-Event License for Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
g. License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	Not to Exceed \$20
3. Building Contractors:	
a. Class A License	\$200
b. Class B License	\$200
c. Class C License	\$200
d. Class D License	\$125
e. Out of State Reciprocity License	\$50
f. In-State Reciprocity License	\$0
g. Late Renewal or Reinstatement of License Fee	\$75
h. Inactive Contractor's License Fee	\$100
i. Employee of non-reciprocal contractor continuing education course costs	\$50
j. Reciprocal contractor continuing education course cost	\$100
4. Public Right-of-Way Contractors:	
a. Public Right-of-Way Contractor's License Fee	\$50
b. Public Right-of-Way Work Bond	\$5,000
5. Wine:	
a. Annual Retail Wine License	\$200
b. Annual Wine-By-The-Drink License	\$200
c. License for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
d. Multiple-Event License for Wine Sold or Donated for Benevolent, Charitable, or Public Purposes	\$20
e. License Transfer Fee	\$100

f. License for Wine and Beer Sold or Donated for Benevolent, Charitable, or Public Purposes	Not to Exceed \$20
6. Private Patrol Services:	
a. Private Patrol Person Bond	\$1,000
b. Private Patrol Service Bond	\$2,000
c. Private Patrol Service License	\$100
d. Private Patrol Service License renewal	\$50
e. Private Patrol Person License	\$50
f. Private Patrol Person License renewal	\$25
7. Lawn Sprinkler and Water Conditioner Installers	
a. Lawn Sprinkler Contractor License	\$100
b. Water Conditioner/Water Softener Installer License	\$100
c. Water Condition/Water Softener/Law Sprinkler License renewal	\$35
8. Itinerant Merchants, Mobile Food Vendors, Door-to-Door Salesmen:	
a. Idaho Falls Resident Itinerant Merchant's License	\$25
b. Bonneville County Resident – Itinerant Merchant Investigation Fee	\$25
c. Outside of Bonneville County, Idaho Resident – Itinerant Merchant Investigation Fee	\$50
d. Outside of the State of Idaho – Itinerant Merchant Investigation Fee	\$250
e. Itinerant Merchant's Bond	\$1,000
f. Mobile Food Vender's License	\$20
g. Door-To-Door Solicitors	\$20
9. Pawnbroker's License	\$50
10. Secondhand Precious Metals Dealer License	\$30
11. Secondhand Storekeeper License	\$30
12. Scrap Dealer License	\$50
13. Adult Businesses:	
a. Fine – Operating without a valid permit	\$300
b. Application Fee	\$100
c. Annual Permit Fee	\$100
d. Sexually Oriented Business Employee License	\$100
e. License Renewal	\$25
14. Burglary and Robbery Alarms:	
a. Third False Alarm Public Nuisance Alarm System Permit	\$100
b. Fourth False Alarm Public Nuisance Alarm System Permit	\$200
c. Fifth False Alarm Public Nuisance Alarm System Permit	\$300
d. Sixth False Alarm Public Nuisance Alarm System Permit	\$400
e. Seventh and Subsequent False Alarm Public Nuisance Alarm System Permit	\$500
15. Dog Licensing and Control:	
a. Unneutered Dog and Cat License	\$12
b. Neutered Dog License	\$6
c. Duplicate Tag Fee	\$1
d. Non-Commercial Kennel License	\$50
e. Commercial Kennel License	\$50

f. Impound Daily Fee	\$22
g. Boarding Fee	\$19
h. Additional Dog License Fee	\$90
i. Dog License Appeal Fee	\$111
16. Day Care Licensing:	
a. Family Child Care License	\$75
b. Group Child Care License	\$150
c. Child Care Center	\$225
d. Child Care Worker Certification	\$20
e. On-Site Non-Provider Certification	\$20
f. Day Care Workers License, Criminal History Registry Check	\$20
17. Sign Licensing:	
a. Sign Contractor's License	\$25
b. Sign Contractor's Bond	\$1,000
c. Sign Erection Fee	\$60
d. Electric Sign Fee	\$30
e. Structural Plan Review Fee	\$30
18. Bus Stop Bench Permit Fee	\$10
19. Bus Stop Bench Permit Extension Fee	\$5
20. Bus Stop Bench Renewal Fee	\$5
21. Trees and Shrubbery:	
a. Private Tree Service Company License Fee	\$25
b. Fine for the Violation of the Provisions of Chapter 9 – Trees and Shrubbery	\$100
22. License Denial Appeal Filing Fee	\$50
23. Emergency Medical Services Licensing:	
a. EMS Class I Annual License	\$500
b. EMS Class II Annual License	\$500
c. EMS Class III Annual License	\$250
d. EMS Class IV Annual License	\$250
e. Attendant – Ambulance Driver License	\$25
24. Identification Badges:	
a. Public Conveyance Operator	\$8
b. Taxi Operator	\$8
c. Courtesy Vehicle Operator	\$8
d. Door-To-Door Solicitors	\$8
25. Civic Auditorium:	
a. Commercial:	
i. Performance Using Touring Performers (Admission)	
1. Main Performance	Greater of 10% or \$800
2. Each Matinee	Greater of 10% or \$400
ii. Performance Using Touring Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$175
iii. Performance Using Area Performers (Admission)	
1. Main Performance	Greater of 10% or \$600
2. Each Matinee	Greater of 10% or \$.300

iv. Performance Using Area Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$175
v. Meetings	
1. Main Session	\$800
2. Each Additional Session	\$400
b. Non-Profit:	
i. Performance Using Touring Performers (Admission)	
1. Main Performance	\$1,500
2. Each Matinee	\$1,000
ii. Performance Using Member as Performers (Admission)	
1. Main Performance	\$400
2. Each Matinee	\$200
iii. Performance Using Members as Performers (No Admission)	
1. Main Performance	\$300
2. Each Matinee	\$200
iv. Meetings for Organizations	
1. Main Session	\$300
2. Each Additional Session	\$200
v. Art or Band Room	
1. Art or Band Room Rental at same time as renting main Auditorium	\$100
2. Art or Band Room Cleaning Fee (each rental)	\$25
3. Art or Band Room Rental, 1 to 4 hours, without renting main Auditorium, per hour	\$125
4. Additional Hour, without use of Auditorium	\$25
vi. Miscellaneous Auditorium Fees	
1. Building Facility Fee	\$100
2. Building Rental	\$200
3. Additional Hours	\$20
4. Head Technicians Fee per hour	\$25
5. Assistant Technician Fee per hour	\$20
6. Stage Hand Fee per hour	\$15
7. Marley Floor Use (per installation)	\$60
vii. Concession Sales	
1. Beer and Wine Sales	10% of Total Sales
The Lessee is entitled to occupy eight (8) consecutive hours prior to performance at no additional charge on the day of performance. Any additional time will be based on charges in Paragraph IV.	
c. Bookings/Reservation Deposit Fees:	
i. 1 Day	\$100
ii. 2 Days	\$200
iii. 3 or More Days	\$300
Deposit will apply towards the facility rental fee. Refunds will be made if performance dates are cancelled 90 days prior to date of first reservation.	

d. Additional Fees:	
i. Additional Rehearsal Time and Setting Stage (First Three Hours)	\$90
ii. Each Additional Hour	\$15
<p>A minimum charge of three hours wages is required for all personnel listed above.</p> <p>All personnel must have a fifteen (15) hour notice of cancellation of their services or lessee will be required to pay at least the minimum charge.</p> <p>The cost of labor in arranging the stage must be paid by the lessee. The lessee may furnish its own labor for stage hands, box office manager, ticket takers, and ushers. Sound and lighting personnel will be furnished by the lessor but wages will be paid by lessee.</p>	

PARKS AND RECREATION

1. Sandy Downs – 2702	
a. Admission:	\$1
i. Parking:	\$1
ii. Parking (Event Holder)	\$1
iii. Parking (Events)	\$5
iv. RV Parking Monthly	\$150
v. RV Parking Daily	\$10
b. Rentals Daily:	
i. Grandstand Cleaning Deposit (Each Event \$100 non-refundable)	\$500
ii. Grandstand/Arena	\$700
iii. Fire Pit	\$20
iv. Arena	\$100
v. Water Truck (with operator)	\$200
vi. Tractor (with operator)	\$200
c. Rodeo Setup/Takedown	\$300
d. Stall Arena:	
i. Horseback Riding Permit – Annual Family	\$50 per Family
ii. Stall Daily (24 Hour)	\$10
iii. Stall Monthly	\$45
iv. Tack Room Monthly	\$20
v. Horse Walker Monthly	\$25
vi. Horseback Riding Permit Annual	\$20
2. Parks Rental – 2703	
a. Shelters/Decks Daily:	
i. Application Fee (Non-Refundable)	\$50
ii. Small Shelter	\$75
iii. 6 Hour Blocks for Shelter Rental Full Day (Two Blocks) (8am to 2pm and 2pm to 8am)	\$125
iv. Band Shell	\$200
v. Multi-Purpose Shelter (Per Event)	\$300
vi. Sportsman's Island Deck Area	\$75

vii. Sportsman's Park Reservations	\$500
viii. Jenson Overlook Deck Area	\$75
ix. Memorial Drive Vendor Half-Pad	\$50
x. Memorial Drive Vendor Full Pad	\$100
xi. Full Memorial Dr. Electric Use	\$30 a day
xii. Taylors' Rock Garden (Four Hour Block)	\$100
xiii. IF Resident camping for Special Events	\$50 per Resident
xiv. Non-Resident Camping Fees for Special Events	\$100 per Non-Resident
xv. Camping Fee for South Tourist Park	\$15 per night
b. Rentals:	
i. Picnic Table (6 Tables)	\$50
ii. Additional Picnic Table	\$5
iii. Trash Cans (Each)	\$4
iv. Volleyball Set Deposit	\$10
v. Water Spigot Deposit	\$100
vi. Bleacher (per Unit)	\$40
vii. Fencing for Ballfields	\$200
viii. Fencing (Up to 200 Feet)	\$200
ix. Additional Fencing (Beyond 200 Feet)	\$\$0.25 per foot
x. Canopy (15' X 15')	\$75
xi. Canopy (20' X 40')	\$250
c. Banners (Set of 10)	\$150
i. Additional Banner(s) (Each)	\$12
d. Special Event/Cleaning Deposit (Over 100 People \$100 non refundable)	\$500
e. Memorials	
i. Memorial Bench	\$600
ii. Remembrance Tree	\$400
3. Weed Control – 2705	
a. Tractor with Operator (Hour)	\$100
b. Hand Work per Operator (Hour)	\$35
c. Enforcement Administration Fee (Per Lien)	\$100
d. Lien Placement Fee (Per Lien)	\$25
4. Idaho Falls Raceway – 2706	
a. Admission	\$1
b. Parking	\$5
c. Parking (Event Holder)	\$1
d. Parking (Events)	\$1
e. Parking RV Daily	\$10
f. Practice Rider/Driver	\$20
g. Practice Rider 10 Punch Pass	\$150
h. Practice Season Pass	\$250
i. Event Rental	\$500
j. Concession Booth Rental (Event)	\$100
5. Horticulture/Forestry – 2707	
a. Tree Trimming/Removal Permit	\$10
b. Arborist (Hour)	\$50
c. Lift Truck with Operator (Hour)	\$100

d. Hand Work per Operator (Hour)	\$35
e. Enforcement Administration Fee (Per Lien)	\$100
f. Lien Placement Fee (Per Lien)	\$25
6. Activity Center – 2708	
a. Small Rental (East and West Rooms 2 Hour Minimum)	\$15
b. Large Rental (South Room 2 Hour Minimum)	\$20
c. Large Reception Rental (3 Hour Minimum or \$175 a Day)	\$35
d. Kitchen Rental (1/2 Day \$50)	\$90
e. Cleaning Deposit/Maintenance/Damage Fee For Large Rentals	\$200
7. Cemetery – 2901	
a. Burial	
i. Saturday/Holiday Burial	\$ 300
ii. After 4:30 p.m. Burial	\$ 300
iii. Opening/Closing Adult/Child	\$ 500
iv. Opening/Closing Infant	\$200
v. Opening/Closing Cremation	\$ 250
vi. Saturday/Late Notice (72 Hours)	\$300
b. Disinterment:	
i. Disinterment Adult/Child	\$1,500
ii. Disinterment Infant	\$ 420
iii. Disinterment Cremation	\$ 200
c. Burial Spaces:	
i. Adult/Child Up-Right Section	\$ 750
ii. Adult/Child Fielding Flat Section	\$ 600
iii. Infant (Under 1 Year)	\$ 300
d. Niche Wall	
i. Niche Wall Top	\$400
ii. Niche Wall Middle	\$300
iii. Niche Wall Bottom	\$200
e. Niche Wall Parkhurst	
i. Niche Wall Top	\$350
ii. Niche Wall Middle	\$400
iii. Niche Wall Bottom	\$350
iv. Memorial Wall Per Line (East and West Side)	\$125
v. Perpetual Grave Space Fee	\$175
vi. Cemetery Plot Ownership Certificate Fee	\$10
vii. Deed Transfer Fee (\$10 for one \$40 max)	\$ 20 - \$40
8. Melaleuca Field	
a. Melaleuca Field Rental	\$1,000 a day
b. Melaleuca Capital Surcharge	\$1 per Entry
c. Melaleuca Field Partial Rental	\$400
9. Tautphaus Park Zoo – 2704	
a. Admission	
i. Regular Admission – Adult	\$7.50
ii. Regular Admission – Child (4-12 Years)	\$4.50
iii. Regular Admission – Senior (62+)	\$6
iv. Regular Admission – 3 and under	Free

v. Educational/Group – Adult	\$6.50
vi. Educational/Group – Child (4-12 Years)	\$4
vii. Educational/Group – Senior (62+)	\$5
viii. Educational/Group – 3 and under	Free
ix. Non-Tax Group – Adult	\$6.17
x. Non-Tax Group – Child (4-12 Years)	\$3.81
xi. Non-Tax Group – Senior (62+)	\$4. 75
xii. Non-Tax Group – 3 and under	Free
xiii. City Rate – Adult	\$5.50
xiv. City Rate – Child (4-12 Years)	\$3.50
xv. City Rate – Senior (62+)	\$5
xvi. City Rate – 3 and under	Free
xvii. Local and Global Conservation Fund	\$0.50 per admission
b. Teacher Summer Continuing Education Classes (2 day class, 16 hours program)	\$75
c. Zumba in the Zoo and Yoga on the Green (Classes twice per week during open season)	\$5
d. Program Fees:	
i. 45 Minute Class – Tots	\$12 or \$10 for member
ii. 60 Minute Class – K through 2 nd	\$15 or \$12 for member
iii. 90 Minute Class – 3 rd through 5 th	\$20 or \$16 for members
iv. 3 Hour Class – 6 th through 8 th	\$25 or \$20 for members
v. 3 Hour Class – Week-long (7-9 Years)	\$85
vi. 3 Hour Class – Week-long (7-9 Years) Members	\$70
vii. 7 Hour Class – Week-long (10-12 Years)	\$140
viii. 7 Hour Class – Week-long (10-12 Years) Members	\$115
ix. Behind the Scenes Tours	\$30
x. Behind the Scenes Tours Members	\$25
xi. Overnight Safari	\$55
xii. Overnight Safari Members	\$45
xiii. Group Overnight Safari	\$50
xiv. Group Overnight Safari Members	\$40
xv. Junior Zoo Crew	\$105
xvi. Junior Zoo Crew Members	\$85
xvii. Late Pick-up Fee	\$5 every 15 minutes
xviii. Penguin Feeding Program (Fee for Fish to Feed Penguins)	\$3
xix. Keeper for a Day	\$100
e. Rental Fees	
i. Tent (2 Hour Minimum)	\$ 85 an hour
ii. Tent (Additional Hours)	\$ 45 an hour
iii. After Hours Fee (2 Hour Minimum)	\$ 175 an hour
iv. Animal Encounter Show	\$35
v. Animal Interaction (1 Person, 2 Animals, 30 Minutes)	\$ 50
vi. Costume Character Appearance (1/2 Hour)	\$ 40
vii. Tent (10' X 10')	\$ 35
viii. Tent (20' X 40')	\$ 120

ix. Large Tent (40' x 90') Rental	\$1,500 a day
x. Large Tent (40' x 90') 4-Wall Rental	\$500 a day
xi. Wagon/Stroller Rental	\$5
f. Parties and Gatherings:	
i. Birthday Package (only 10 a.m. or 2 p.m.)	\$ 90 (\$25 non-refundable deposit)
ii. Daytime Event	\$ 175 (\$25 non-refundable deposit)
iii. Private Evening Event	\$ 550
iv. Off Season Birthday Party	\$ 120
g. Penguin Interaction:	
i. Adult	\$ 30
ii. Child (4-12)	\$ 20
iii. Group Discount (6 or more people)	20% Discount
h. Volunteer Led Programs:	
i. Onsite Tours (Max 25 People)	\$15
ii. Offsite Outreach (40 people or more)	
1. Within Districts No. 91 and No. 93 (Non-Profit)	\$ 30
2. Within Districts No. 91 and No. 93 (Profit)	\$ 40
3. Outside Districts No. 91 and No. 93 (30 Mile Radius)	\$ 45
4. Any Group Between 30 and 50 Mile Radius of Zoo	\$ 55
5. Any Second Program on the Same Day as First	\$ 25
iii. Assembly Programs (40 – 100 People)	
1. Within Districts No. 91 and No. 93 (Non-Profit)	\$ 75
2. Within Districts No. 91 and No. 93 (Profit)	\$ 90
3. Outside Districts No. 91 and No. 93 (50 Mile Radius)	\$ 90
4. Assembly Programs (Over 100 People)	\$ 120
i. Staff Led Programs:	
i. 50-100 Miles	\$100
ii. 101-150 Miles	\$150
iii. 151-200 Miles	\$200
iv. Additional Programs Fees (Same Day up to 3)	\$50
v. Per Mile Fee (Round Trip Mileage)	\$0.50 a Mile
10. Recreation – 4801, 4802, 4806	
a. Temporary Concession Permit (One Day Per Site/Per Stand)	\$15
b. Special Event Dispensing Permit	\$50 plus 3% of Gross Sales on Dispensing
c. Ice Arena	
i. Ice Rental Fee	
ii. Ice Rental Fee (Practice)	\$100
iii. Ice Rental Fee (Tournament)	\$130
iv. Special Event Admission	\$10

v. Public Skate Admission	
1. Ages 4-12	\$3.50
2. Ages 13 +	\$4.25
3. Senior	\$3.50
vi. Stick, Shoot, and Freestyle	
1. Youth	\$4
2. Adult	\$5.25
3. Senior	\$4
vii. 10 Punch Pass	
1. Ages 4-12	\$28
2. Ages 13 +	\$38
3. Senior	\$28
viii. 30 Punch Pass	
1. Ages 4-12	\$78
2. Ages 13 +	\$100
3. Senior	\$78
ix. Annual Pass	
1. Ages 4-12	\$245
2. Ages 13 +	\$310
3. Senior	\$245
x. Ski Rental for Youth	\$5
d. Ice Skate Rentals/Lessons	
i. Skate Aide	\$2
ii. Ice Skates	\$3.50
iii. Ice Skating Lessons	\$48
iv. Ice Skating Lesson with Rentals	\$59
v. Adult Skating Lesson (Drop in)	\$13
vi. Adult Skating Lesson (Drop in with Rentals)	\$16
vii. Power Skating and edge control clinic	\$15
e. Special Event Admission	
i. Laser Light Skate Night	\$5
ii. Halloween Party	\$5
f. Recreation Center	
i. Special Event Admission	\$10
ii. Day use fee @ Rec Center – Youth/Senior Admission	\$2
iii. Day use fee @ Rec Center – Adult Admission	\$3
iv. 10-punch pass @ Rec Center – Youth/Senior	\$18
v. 10-punch pass @ Rec Center – Adult	\$25
vi. Year pass @ Rec Center – Youth/Senior	\$100
vii. Year pass @ Rec Center – Adult	\$125
viii. Yearly Businessmen's Basketball Pass (Noon Ball)	\$75
g. Fitness Class / 4801	
i. Youth/Seniors	\$3.75
ii. Adult	\$4.50
iii. 10-punch – Youth/Seniors	\$28
iv. 10-punch – Adults	\$38
h. Basketball	

i. Basketball Skills	\$33
ii. Summer Camp	\$63
iii. Jr. League Summer	\$45
iv. Jr. League Fall	\$45
v. Jr. League Winter	\$45
vi. Adult League Summer	\$380 Team
vii. Adult League Fall	\$425 Team
viii. Adult League Winter	\$425 Team
ix. Alumni Tournament	\$225 Team
x. Hispanic League	\$375 Team
xi. Women's League	\$375 Team
i. Softball/Baseball	
i. Adult Men's Slow-Pitch Fall	\$515 Team
ii. Fast Pitch Girls	\$515 Team
iii. Adult Softball Men's League	\$790 Team
iv. Adult Softball Comp Co-Ed Fall	\$600 Team
v. Adult Softball Co-Ed	\$515 Team
vi. Bobbie Sox Softball	\$40
vii. Knothole Baseball	\$40
viii. Baseball/Softball Field Use	\$20 per game
ix. Pitching Mound Re-Build	\$150
j. Flag Football	
i. Youth	\$40
ii. Adult	\$450
k. Recreation Program Fee	\$50
l. Specialized Recreation Program Fee (Excessive Resources Used)	\$150
m. T-Ball & Pitching Machine	\$40
n. Soccer	
i. Men's Soccer League	\$55
ii. Clinics 12 U	\$50
iii. Clinics 10 U	\$50
iv. Clinics 8 U	\$35
v. Soccer Field Use	\$20 per game
o. Tennis Lessons	\$20
p. Tennis Camp	\$10
q. Volleyball	\$30
r. Co-ed Sand Volleyball	\$300
s. Taiko Drumming	\$150
t. Dance Lessons	\$35
u. Running Program	\$43
v. Preschool Gym	
i. Single Child	\$1
ii. Family	\$2
w. Lil' Sports Programs	
i. Lil' Sports Programs	\$35
ii. Science Workshops	\$125
iii. Dirt Bike Clinic	

1. Youth	\$75
2. Adult	100
x. Cyclocross Bike Races	
i. Great Pumpkin Cross	\$20
ii. Blue Goose	\$20
y. Breakfast with Santa	\$8
z. Daddy Daughter Date	\$50
aa. Dinner and a Movie	\$30
bb. Skateboard Programs	
cc. Skateboard Competition	\$15
dd. Fishing Buddies Clinic	\$30
ee. Fishing Clinic	\$38
ff. Rentals	
i. Candle Stick Rental	\$2 a day
ii. Candle Stick Replacement	\$40
iii. –A Frame Rentals	\$5 a day
iv. A-Frame Replacement	\$60
v. Posse Program Fees	\$30 per rider
gg. City Market	
i. City Market Membership	\$50 a season
ii. City Market Member Rate	\$10 a week
iii. City Market Non-Member Rate	\$20 a week
11. Wes Deist Aquatic Center Fees – 4803	
a. Special Event Admission	\$10
b. Membership Fees	
i. 1-Month Senior	\$40
ii. 3-Month Senior	\$105.50
iii. 6-Month Senior	\$189
iv. 1-Year Senior	\$280
v. 1-Month Adult	\$45
vi. 3-Month Adult	\$118
vii. 6-Month Adult	\$211
viii. 1-Year Adult	\$312
ix. 1-Month Couple (Couple is 2 People from the Same Household)	\$78.50
x. Month Couple	\$213
xi. 6-Month Couple	\$312
xii. 1-Year Couple	\$400
xiii. 1-Month Family (Family is up to 5 people in the Same Household)	\$113
xiv. 3-Month Family	\$245
xv. 6-Month Family	\$400
xvi. 1-Year Family	\$668
xvii. 1-Month Family Add-On (Add 1 Extra Person to Family Pass, must live in Same Household)	\$17.50
xviii. 3-Month Family Add-On	\$23
xix. 6-Month Family Add-On	\$34
xx. 1-Year Family Add-On	\$56

c. Punch Cards (10-Time Punch Cards for Lap and Public Swims and Fitness Classes)	
i. Adult Everything Punch Card	\$38
ii. Senior/Child (62 + and 12 and Under) Everything Punch Card	\$25
d. Daily Fees	
i. Adult (13 +) Admission	\$4
ii. Senior/Child (62 + and 12 and Under)	\$3.50
iii. Pre-School (3 & Under) – Swim Diaper Included	\$2
e. Fitness Classes Daily	
i. Adult (13 +)	\$4.50
ii. Senior/Child (62 + and 12 and Under)	\$3.75
f. Birthday Parties	\$66
g. Group Rates (Pre-Arranged Groups Only)	
i. 10-19 in Group	\$3
ii. 20-29	\$2.75
iii. 30 +	\$2.50
h. Facility Rentals	
i. Up to 50 Swimmers (Per Hour)	\$120
ii. Up to 100 Swimmers (Per Hour)	\$130
iii. Up to 150 Swimmers (Per Hour)	\$180
iv. Up to 200 Swimmers (Per Hour)	\$230
v. Up to 250 Swimmers (Per Hour)	\$290
vi. Up to 300 Swimmers (Per Hour)	\$360
vii. Up to 350 Swimmers (Per Hour)	\$420
viii. Up to 400 Swimmers (Per Hour)	\$480
ix. Wading Pool Only (During Hours the Main Pool is Already Open)	\$50
x. Wading Pool Only (During Hours the Main Pool is Not Open)	\$60
xi. Room Rental	\$7.50
i. Lessons	
i. Full Size Lessons (8 Days)	\$40
ii. Half Size Lessons (8 Days)	\$74
iii. Private (One ½ Hour Class)	\$18
iv. Semi-Private (One ½ Hour Class)	\$24
j. Schools	
i. School Group Lessons	\$3.50
ii. High School PE Classes	\$1.50
iii. High School PE Aerobics	\$3
iv. Discount Nights (Monday and Junior High Night and Wading Pool and YMCA and Schools (Field Trips)	\$2
k. Kayaking	
i. Open Boat	\$6.50
ii. Group Instructor Fee	\$7.50
l. Triathlons	\$20
m. Late Fees for Programs (for those who register after the deadline)	\$5

n. Daily Themed Programs	\$15
o. Fitness Challenge	\$10
p. Lane Rentals (USA/High School/Non-Profit)	\$11
q. Swim Team Fees	
i. Rental (for a 4 Hour Session with set up and take down)	\$500 per team or \$5 per person
r. High School Swim Team Fees	
i. High School Swim Team Dual Meets (Per Team Per Hour)	\$120
ii. High School Regional Meets	\$3
iii. Junior High Swim Team	\$130
s. Swim Team Sessions (8 Weeks) 4 times a year New Format Sessions (8 Week Sessions) 4 times a year	
i. 3 Days per Week (Practices)	\$125
ii. 2 Days per Week	\$90
iii. 1 Day per Week	\$55
iv. Add on an Additional Day Session	\$35
t. Multi-Family Program Discounts	
i. (Discounts are for multi-family members living in the same household signing up for the same program – first person is regular price)	
ii. 2 nd Person	5% Discount
iii. 3 rd or More	10% Discount
u. Scouting	
i. Scout Instructor Fee	\$13
ii. Scout Class – CPR Component to Any Merit Badge	\$5
iii. 1 st and 2 nd Class & Cub Scout Aqua Badges	\$7.50
iv. Snorkeling and Scuba	14.50
v. Lifesaving Merit Badge, First Aid Merit Badge	\$30
v. Mermaid Experiences	\$25
w. Mermaid Birthday Parties	\$250
x. Swim Meet Use Fee (Per Swimmer)	\$5
12. Golf Course(s) Fees – 6001, 6002, 6003, 6004, 6005, 6006	
a. Non-Resident Green Fees	
i. Weekday 9 Holes	\$19
ii. Weekday 18 Holes	\$27
iii. Weekend 9 Holes	\$20
iv. Weekend 18 Holes	\$28
v. Out-of-State 9 Holes	\$20
vi. Out-of-State 18 Holes	\$36
b. Resident Green Fees	
i. Weekday 9 Holes	\$16
ii. Weekday 18 Holes	\$24
iii. Weekend 9 Holes	\$17
iv. Weekend 18 Holes	\$25
c. Make-Up Green Fees	
i. Make-Up One	\$7.25
ii. Make-Up Two	\$3

iii. Make-Up Three	\$1
d. Resident Season Pass*	
i. First Adult*	\$ 647.15
ii. Second Adult*	\$ 523.02
iii. First Senior 5-Day*	\$ 445.05
iv. Second Senior 5-Day*	\$ 400.05
v. First Senior 7-Day*	\$ 556.44
vi. Second Senior 7-Day*	\$ 511.88
vii. Young Adult Pass*	\$ 411.63
e. Non-Resident Season Passes*	
i. First Adult*	\$ 689.59
ii. Second Adult*	\$ 562.28
iii. First Senior 5-Day*	\$ 489.61
iv. Second Senior 5-Day*	\$ 439.74
v. First Senior 7-Day*	\$ 599.41
vi. Second Senior 7 Day*	\$ 551.14
f. Junior Season Pass*	
i. Full-Time Junior*	\$220
ii. Part-Time Junior*	\$150
g. Resident Punch Passes	
i. Punch 10-9 Hole	\$148.16
ii. Punch 10-18 Hole	\$217.85
iii. Punch 20-9 Hole	\$280.16
iv. Punch 20-18 Hole	\$411.49
h. Non-Resident Punch Passes	
i. Punch 10-9 Hole	\$176.13
ii. Punch 10-18 Hole	\$245.66
iii. Punch 20-9 Hole	332.69
iv. Punch 20-18 Hole	\$464.02
i. Locker	
i. Locker Fee Yearly	\$190.44
ii. Locker Fee	\$14.43
j. Medical Cart Usage Fee Yearly	\$ 229.94
k. Driving Range	
i. Small Bucket	\$4
ii. Large Bucket	\$5.50
iii. Small Bucket 10 Punch Pass	\$34
iv. Large Bucket 10 Punch Pas	\$46.75
l. Short Course	
i. Green Fees	\$4
ii. Punch Pass	\$34
iii. Yearly Pass (75)	\$84
iv. Yearly Pass (115)	\$126
m. Golf Cart Rentals	
i. Golf Cart Per Rider 9 Holes	\$ 7.50
ii. Golf Cart Per Rider 18 Holes	\$ 15
iii. Private Cart Trail Fee per Rider 9 Holes	\$ 7.50
iv. Private Cart Trail Fee per Rider 18 Holes	\$ 15

v. 11 Cart Punch Pass	\$ 74.38
vi. 22 Cart Punch Pass	\$ 143.60
n. Single Rider Cart Pass Annual	\$ 948.38
o. Two Rider (Family) Cart Pass Annual	\$ 1,220.56
p. Cart Pass 1 Rider 1 Course Annual	\$123.60
q. Club Rental 9 Holes	
i. High End Clubs	\$20
ii. Standard Clubs	\$7.95
iii. Push Cart	\$3
r. Club Rental 18 Holes	
i. High End Clubs	\$30
ii. Standard Clubs	\$10
iii. Push Cart	\$5
s. Golf Sponsorship Packages	
i. Eagle Pass/Punch Partner Sponsorship package	\$1650
ii. Birdie Pass/Punch Partner Sponsorship package	\$1095
iii. Par Partner Sponsorship package	\$795
iv. Junior Partner Sponsorship package	\$500
v. Tee Marker Sign Ad - all 3 courses	\$500
vi. Tee Marker Sign Ad #1 Request	\$200
vii. Tee Marker Sign Ad - Short Course	\$150
viii. Golf Cart Ad (June or July or August)	\$500
ix. Golf Cart Ad (May or September)	\$400
x. Golf Cart Ad (April or October)	\$250
xi. Golf Shop Monitor Ad (3 rotating months)	\$200
* All Season Pass Categories, are be subject to an additional \$1 per round USER FEE. Pass Holders will have the option to avoid this per round USER FEE by paying an annual USER FEE of \$60 per Pass Holder.	

POLICE DEPARTMENT

1. Public Parking Fees:	
a. Downtown Resident Parking Permit	\$15
b. Downtown Unlawful Parking Citation	\$20
c. Second Unlawful Parking Citation within 30 days of Prior Citation	\$35
d. Third or subsequent Unlawful Parking Citation within 30 days of Prior Citation	\$50
e. Unlawful Parking in a Spot Designated for Persons with Disabilities	\$50
f. Any other Violation of the Public Parking Ordinance	\$20
g. Violation of Snow Removal Ordinance	\$45
2. Abandoned Vehicle Reclamation – Processing Fee	\$15
3. Fingerprint Background Check Fee:	
a. Public Conveyance Operator	\$45
b. Taxi Operator	\$45

c. Courtesy Vehicle Operator	\$45
d. Child Care Worker Certification	\$45
e. On-Site Non Provider Certification	\$45
f. Door-To-Door Solicitors	\$45
4. On-Duty, Uniformed Extra-Duty Service	Actual Cost
5. City Code Violations	
a. Infraction fine, unless otherwise specified	\$300
b. Misdemeanor fine, unless otherwise specified	\$1,000

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION FEES

1. Subdivision Inspection Fees (Schedule based on the estimated total public improvement costs)	<p>If improvement costs are equal to or less than \$100,000, then 4% of improvement costs.</p> <p>If improvement costs are greater than \$100,000 but less than or equal to \$500,000 then \$4,000 plus 1% of improvement costs over \$100,000.</p> <p>If improvement costs are greater than \$500,000, then \$8,000 plus .5% of improvement costs over \$500,000.</p>
2. Right-of-Way Permit Fee	\$50 per permit

SANITATION DIVISION SERVICE FEES

1. Monthly Residential Sanitation Charge:	
a. Cart or Hand-load Container:	
i. Weekly Pickup	\$9.45
ii. Additional Cart, Weekly Pickup (3-Month Minimum Billing)	\$9.45
b. Shared Commercial Container	\$9.45
2. Additional Cart City Delivery Fee (Patron Pickup No Fee)	\$30
3. Monthly Commercial and Industrial Charges:	
a. Cart or Hand-load Container:	
i. Weekly Pickup	\$9.45
ii. Additional Cart, Weekly Pickup (3-Month Minimum Billing)	\$9.45
b. 1 ½ C. Y. Container:	
i. Base Charge	\$30.70

ii. Per Weekly Pickup	\$10.10
c. 3 C. Y. Container:	
i. Base Charge	\$35.80
ii. Per Weekly Pickup	\$13.90
d. 4 C. Y. Container:	
i. Base Charge	\$38.45
ii. Per Weekly Pickup	\$17.65
e. Large Uncompacted Container:	
i. Base Charge	\$35.70
ii. Per Solid Waste Pickup	\$141.75
iii. Per Construction Waste Pickup	\$164.85
iv. County Disposal Fee, Per Load	\$25
f. Large Compacted Container:	
i. Per Solid Waste Pickup	\$129.15
4. Curbside Recycling	
a. Cart Pickup once every two weeks (Monthly fee)	\$10
5. Short Term Suspension Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days. Container must remain on property and not be serviced	
a. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	No Charge
b. Requested without 5 business days' notice, or after business hours	No Charge

STREET DIVISION FEES

1. Candlesticks and Base replacement	\$50 Each
2. A-Frame replacement	\$65 Each
3. Cones replacement	\$50 Each
4. Sign and Stand replacement	\$300 Each
5. Emergency service/accident support (traffic control & sweeping)	Actual Costs
6. Patching/surface repair	Actual Costs
7. Street Variable Message Board Rental (per hour, 8 hour minimum charge)	\$25

WASTEWATER DIVISION SERVICE FEES

1. Wastewater Service Connection Fees:	
a. Single Family Dwelling Wastewater Fee, per sewer service connection	\$1,074.15
b. Mobile Home Courts or Mobile Home Subdivision Fee, per mobile home space	\$1,074.15
c. Motel, Hotels, Boarding Houses, Travel Courts Fee:	
i. Per Sewer Service Connection	\$1,074.15
ii. Plus per room or trailer space used independently for human habitation	\$63
d. Apartment Houses, Duplexes, Condominiums and similar Living Units Connection Fee:	
i. Per Sewer Service Connection	\$1,074.15
ii. Plus per living unit in excess of 1 unit	\$359.10
e. Commercial Buildings Connection Fee:	
i. Per Sewer Service Connection	\$1,074.15
ii. Plus per plumbing fixture in excess of 4 fixtures	\$35.90
2. Sewer Main Connection Charge, per front foot of property owned upon street or public right-of-way within which a sewer main is located	\$23.10
3. Monthly Non-metered Residential Wastewater Rates:	
a. Single Family Dwellings, including condominium units and mobile homes (excluding separate apartment units within such dwelling), per dwelling or unit	\$22.80
b. Duplex, per dwelling or unit	\$22.80
c. Apartment Unit (tenant pays bill), per unit	\$17.10
4. Monthly Non-metered Commercial Wastewater Rates:	
a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	\$17.10
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$22.80
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$41.40
d. Category 4 (Hall, Restaurant), per business	\$60.50
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$112.90
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$654.95
5. Monthly Non-metered School Wastewater Rates:	
a. Elementary Schools, per 50 students or fraction thereof	\$9.45
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$12.05
6. Monthly Metered Wastewater Rates:	
a. Base Charge	\$3.39
b. Plus per each 1,000 gallons of metered water	\$2.10
7. Outside of City Billing Rates	110% of Metered Rates or Non-metered Rates as Set Forth Above for City Residents

8. Industrial Rates for Certain Users:	
a. Ingredion Incorporated:	
i. Flow	\$ 0.6849 per 1,000 Gallons
ii. BOD	\$ 0.5772 per Pound
iii. TSS	\$ 0.3795 per Pound
b. Busch Agricultural Resources:	
i. Flow	\$ 0.4808 per 1,000 Gallons
ii. BOD	\$ 0.5633 per Pound
iii. TSS	\$ 0.3710 Per Pound
9. County and City Rates:	
a. City of Ammon	\$2.59 per 1,000 Gallons
b. Iona Bonneville Sewer District	\$2.59 per 1,000 Gallons
c. City of Ucon	\$1.90 per 1,000 Gallons
10. Violation Fees:	
a. Violation of Wastewater Code Fee	\$1,000
b. Civil Fine for Wastewater Code Violation	\$1,000
c. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Violation of Wastewater Code	\$1,000
d. Misdemeanor Penalty – Criminal Fine for Willful or Negligent Introduction of any Substance into POTW, which causes Injury or Damage	\$1,000
e. Misdemeanor Penalty – Criminal Fine for Knowingly Making False Statement in Any Wastewater Permit Application	\$1,000
11. Maximum Informant Reward	\$1,000
12. Septic Haulers Annual License:	\$105
Septic Hauler Dumping fees (based on truck tank capacity, not quantity hauled)	\$43.30
a. 0 ≥ 500 Gallons	
b. 501 ≥ 1000 Gallons	\$86.60
c. 1001 ≥ 1500 Gallons	\$129.90
d. 1501 ≥ 2000 Gallons	\$173.20
e. 2001 ≥ 2500 Gallons	\$216.50
f. 2501 ≥ 3000 Gallons	\$259.80
g. 3001 ≥ 3500 Gallons	\$303.10
h. 3501 ≥ 4000 Gallons	\$346.40
i. 4001 ≥ 4500 Gallons	\$389.70
j. 4501 ≥ 5000 Gallons	\$433
k. 5001 ≥ 5500 Gallons	\$476.30
l. 5501 ≥ 6000 Gallons	\$519.60
13. Maximum Fine for Violation of Wastewater Code	\$1,000
14. Maximum Penalty for Violation of Wastewater Code	\$1,000
15. Culvert/Pipe Clean Outs	Actual Costs
16. Jet-Vac Truck Usage	Actual Costs

WATER DIVISION SERVICE FEES

1. Water Service Connection Fees:	
-----------------------------------	--

a. 1" Service Connection	\$1,575
b. 1.5" Service Connection	\$3,545
c. 2" Service Connection	\$6,300
d. 3" Service Connection	\$14,175
e. 4" Service Connection	\$25,200
f. 6" Service Connection	\$56,700
g. 8" Service Connection	\$100,800
2. Short Term Suspension (Vacant for a minimum of 3 weeks or 21 calendar days, but not more than 6 months or 180 calendar days.)	
a. Requested within 5 business days, during regular business hours, 8:00 am to 5:00 pm	\$10 per request
b. Requested without 5 business days' notice, or after business hours	\$20 per request
3. Water Main Connection Charge, per front foot of property owned upon street or public right-of-way within which a water main is located	\$38.60
4. Service Call Charge	Actual Cost
5. Water Disconnection/Reconnection Fee (charged per service call)	\$25
6. Monthly Non-metered Residential Water Rates:	
a. Single Family Dwellings and Mobile Homes (excluding separate apartment units within such dwelling), per dwelling or unit	\$19.60
b. Duplex, per dwelling or unit	\$19.60
c. Apartment Unit (tenant pays bill), per unit	\$15.75
7. Monthly Non-metered Commercial Water Rates:	
a. Category 1 (Commercial Apartment Buildings where landlord pays bill) per apartment unit	\$15.75
b. Category 2 (Bar, Church, Gym, Office Space, Retail, Salon, Shop, Warehouse), per business	\$27.85
c. Category 3 (Big Box Retail, Car Sales, Convenience Store, Day Care, Fast Food, Medical Office), per business	\$34.80
d. Category 4 (Hall, Restaurant), per business	\$91.90
e. Category 5 (Grocery Store, Hotel or Rest Home with 20 rooms or less), per business	\$132.30
f. Category 6 (Hotel or Rest Home with more than 20 rooms), per business	\$275.65
8. Monthly Non-metered School Water Rates:	
a. Elementary Schools, per 50 students or fraction thereof	\$11.65
b. Junior High Schools, High Schools, Colleges, and Universities, per 50 students or fraction thereof	\$14.65
9. Monthly Non-metered Residential Irrigation Water Rate:	
a. Single Family Dwellings and Mobile Homes, per dwelling or separately owned landscape parcel	\$10.50
b. Duplex, per dwelling or unit	\$5.25
c. Apartment Unit (tenant pays bill), per unit	\$2.65
10. Monthly Non-metered Commercial Irrigation Water Rate (All Commercial Categories plus Private Parks, Privately Maintained	\$0.17

Common Area or Parcel), per 100 square feet of calculated landscape area	
11. Monthly Non-metered School Irrigation Water Rate, per acre or fraction thereof	\$10.80
12. Monthly Base Metered Water Rates, per size of water meter:	
a. 5/8" Meter	\$26.50
b. 3/4" Meter	\$26.50
c. 1" Meter	\$26.50
d. 1-1/4" Meter	\$35.25
e. 1-1/2" Meter	\$44.25
f. 2" Meter	\$53
g. 3" Meter	\$61.75
h. 4" Meter	\$88.25
i. 6" Meter	\$168.10
j. 8" Meter	\$265
13. Monthly Metered Water Volumetric Rate, per each 1,000 gallons used:	\$0.66
14. Monthly Idaho DEQ Water Primacy Fee (All Non-metered and Metered Categories), per dwelling, unit, business, or metered connection	\$0.25
15. Outside of City Billing Rates	200% of Metered Rates or Non-metered Rates as Set Forth Above for City Residents

UTILITY DELINQUENT ACCOUNT FEE

1. Fee for delinquent accounts	1% on 31-day balance, minimum of \$5
--------------------------------	---



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: July 28, 2017

RE: Idaho Falls Civic Auditorium Donation Memorandum of Understanding

Municipal Services respectfully requests Mayor and Council approval for the Idaho Falls Civic Auditorium donation memorandum of understanding. This memorandum of understanding stipulates the donation of a total of \$750,000 for the purpose of matching City funding for certain improvements, repairs and renovations to the Idaho Falls Civic Auditorium.

Additional terms and conditions outlined in the memorandum of understanding include:

- Donation installments
- Donation recognition within City resolution , Naming of City Facilities, Parks and Locations
- Use and restriction of use of donation funds

Thank you for your consideration.

Respectfully,


Pamela Alexander
Municipal Services Director

MEMORANDUM OF UNDERSTANDING
Idaho Falls Civic Auditorium Donation

MEMORANDUM OF UNDERSTANDING is made this ____ day of _____, 2017, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose mailing address is P.O. Box 50220, Idaho Falls, Idaho, 83405, hereafter referred to as the “City”, and William J. Maeck, an individual whose mailing address is c/o Terri Frickey, 432 Shoup Ave., Idaho Falls, Idaho, 83402, hereafter referred to as the “Donor.”

WITNESSETH

1. Donation by Donor. In consideration of the terms and conditions of this Memorandum of Understanding, Donor agrees to donate to the City the sum of seven hundred fifty thousand dollars (\$750,000) for the purpose of matching City funding of certain improvements, repairs and renovations to the Idaho Falls Civic Auditorium. Such improvements shall consist of, among other things, theater seat replacement, carpet replacement, marque replacement, lighting dimmer system replacement, physical facility acoustic improvements and sound shell and baffle replacement. Such donations may be made at the discretion of Donor in one (1) lump sum payable on or before June 30, 2018, or, alternatively, in two (2) installments with the first installment being paid not later than June 30, 2018, and the second installment not later than June 30, 2019. If made in two installments, the first installment shall be not less than of three hundred fifty thousand dollars (\$350,000). Each donation shall be contingent upon the City’s prior passage of a lawful appropriation ordinance which includes, as a specific line item, an amount equal to or greater than the amount of the donation for the budget year in which such donation is to be made.

2. Donor Recognition. In recognition of and in consideration of such donation and within sixty (60) calendar days after substantial completion of the Civic Auditorium improvements noted above, the City agrees to i) affix a plaque (the “Recognition Plaque”) in the Civic Auditorium foyer (in dimensions and content similar to the Idaho Falls Public Library plaque) honoring the community contributions and activities of William J. Maeck and his family, and ii) name the interior of the auditorium (i.e. the foyer, the general public seating areas, the stage and the orchestra pit) the “William and Shirley Maeck Auditorium.” Within the same time frame, the City shall also install a sign or plaque (the “Naming Sign”) in a prominent place in the Civic Auditorium foyer, which sign shall employ letters not less than six (6) inches in height. The Recognition Plaque shall also be placed in another prominent place in the Civic Auditorium foyer and content shall be in substantially the same form and design as set forth in Exhibit “A” attached hereto. The Recognition Plaque and Naming Sign shall be properly maintained and kept by the City at such locations for the entire useful life of the building. The design, location and content of the Recognition Plaque and Naming Sign shall be reviewed and approved by Donor or his family prior to their installation. Notwithstanding the foregoing, nothing herein shall restrict or preclude the City from appropriately recognizing other donors who make donations for the renovation or improvement of the Civic Auditorium, including without limitation, i) designation of rooms or exhibits therein with the names of such donors, sponsors or contributors, ii) constructing appropriate plaques or facilities within the interior of the facility which include the names of such other donors or iii) otherwise recognizing such donors, sponsors or contributors in exhibits, displays or other educational facilities operated or constructed within the Civic Auditorium.

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

4. Restriction on Uses of Earmarked Funds. City agrees that the donation contemplated herein, as well as any future donations made by private donors to the earmarked fund referenced in paragraph three (3) above, will not be used for the operational or and maintenance costs of the Civic Auditorium or any other public facility or enterprise operations of the City and will be used solely for the capital costs associated with the design, renovation, and improvement of the Civic Auditorium, as described above.

5. Defeasance of Donation.

A. If the City fails to appropriate, on a line item basis in the 2017-2018 General Fund budget, the sum of seven hundred thousand dollars (\$700,000) for Civic Auditorium improvements outlined in paragraph 1, Donor's commitment to make his donation for such budget year and the succeeding budget year shall become null and void. If prior to the expiration of such budget year the City fails to legally obligate itself to install, construct or otherwise make improvements of an aggregate cost in excess of Donor's donation for such budget year, then and in such event, the City shall, upon Donor's request, return the entire amount of Donor's donation for such budget year to Donor or another charitable trust or corporation designated by Donor and Donor shall be absolved from his obligation to make the donation contemplated for the subsequent budget year.

B. In the event that the City fails to appropriate on a line item basis in the 2018-2019 General Fund budget, the sum of i) eight hundred thousand dollars (\$800,000), plus ii) any unexpended/uncommitted fund balance from the previous budget year, as previously appropriated for the Civic Auditorium improvements outlined in paragraph 1, Donor's commitment to make his donation for such budget year shall become null and void.

C. If renovation of the Civic Auditorium has not substantially commenced before August 1, 2018, or if the Auditorium is not substantially completed and operable by September 30, 2019, City shall, upon written request of Donor, refund all donations made by Donor. Notwithstanding the foregoing, nothing herein shall obligate City to renovate the Civic Auditorium or otherwise require the expenditure of public funds for the design, renovation, or operation of the Civic Auditorium.

D. In the event the City refunds all or any portion of Donor's donations, such funds shall be returned directly to Donor or to another non-profit corporation or trust designated by Donor. If Donor's commitment to make the donation or donations contemplated herein is terminated for any reason or if Donor's donation is refunded, the City shall be relieved of any Donor Recognition obligation or earmarking restriction as set forth in paragraphs two (2) through four (4), inclusive, of this Agreement.

6. Acknowledgment of Donation. City agrees that it will, upon request of Donor, execute a written acknowledgment of its receipt of the donation by Donor and will otherwise cooperate with Donor in making claims for appropriate and lawful deductions from Donor's income reported to the U.S. Internal Revenue Service or the State of Idaho Tax Commission for income tax purposes.

7. Binding Effect. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

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

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

CITY OF IDAHO FALLS

By: _____
Rebecca L. Noah Casper
Mayor

William J. Maeck,

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 WILLIAM J. MAECK known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

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

(seal)

STATE OF IDAHO)
)ss.
County of Bonneville)

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

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

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

(seal)

Exhibit “A”





MEMORANDUM

TO: Rebecca Casper, Mayor
FROM: Bryce Johnson/ Mark McBride, Chief of Police
DATE: August 16, 2017
RE: Council Agenda Item / SRO Agreement

The Police Department respectfully requests that the attached School Resource Officer Agreement between Idaho Falls School District #91 and the City of Idaho Falls Police be placed on the Council Agenda for 24 August 2017.

Agreement: The Idaho Falls Police Department has provided sworn officers to work as School Resource Officers within Idaho Falls School District #91 schools. This continued agreement provides for reimbursement by the School District for work performed by the School Resource Officers. This agreement is the same as approved by the Council last year with a change of dates to make it affective during school year 2017-2018.

The attached draft was verbally approved by the School Board on August 16, 2017.

ACTION: The Idaho Falls Police Department respectfully request that the City Council approve, the Mayor to sign the agreement, or take other action as deemed necessary.

/as

McBride-043.2017 MEMO Agenda Item / SRO Agreement



SCHOOL RESOURCE OFFICER AGREEMENT

AGREEMENT, made effective the day 31st of August 2017, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation, P.O. Box 50220, Idaho Falls, Idaho 83405, (hereinafter "CITY"), and IDAHO FALLS SCHOOL DISTRICT NO. 91, a public corporation organized pursuant to the laws of the State of Idaho, 690 John Adams Parkway, Idaho Falls, Idaho 83401, (hereinafter "DISTRICT");

WITNESSETH:

WHEREAS, CITY operates and maintains a Police Department within CITY limits and -employs a trained and certified staff of police officers to provide law enforcement services within CITY;

WHEREAS, DISTRICT has need of qualified and trained personnel to provide security and law enforcement services within the various schools of DISTRICT which are located within the boundaries of CITY;

WHEREAS, it is to the mutual interest of the parties that security and law enforcement services be readily available during school hours within such schools;

NOW· THEREFORE, it is hereby agreed as follows:

1. **CITY Police Officers:** Subject to the approval by DISTRICT on an officer-by-officer basis, CITY agrees to provide for the use and benefit of DISTRICT sworn police officers to work as School Resource Officers ("SROs") within the

schools operated by DISTRICT within the CITY provided CITY shall have no obligation to provide a substitute officer during times when an SRO is taking mandatory training, approved vacation, holiday, sick leave or other leave or absences beyond the control of the CITY. Such police officers shall be available during the time when school is in session during the term of this Agreement.

2. **Term of this Agreement.** The term of this Agreement shall commence on August 31, 2017 and shall terminate on August 31, 2018.
3. **Compensation.** In consideration for the services provided herein, DISTRICT agrees to pay CITY an amount equal to seventy percent (70%) of each SRO's wages and seventy percent (70%) of the cost of each SRO's benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY seventy percent (70%) of all compensation paid to all SRO's and seventy percent (70%) of each officer's FICA withholdings, PERSI withholdings and the premiums for workers' compensation, health and accident insurance and life insurance attributable to such SRO. DISTRICT will also pay 100% of overtime earned by the SROs for school related activities. Payment of DISTRICT's share of such wages and benefits shall be due no later than the 30th day of January and June during the term hereof, provided CITY sends an invoice to DISTRICT at least fifteen (15) days prior to such due date. Each invoice shall be for wages and benefits paid since August 31, 2017, or since the date of the last payment.

4. **Work Schedules.** DISTRICT shall have the right to establish and direct the work hours and work days for all SRO's, including the right, if necessary, to require work on holidays established by CITY Personnel Policy and the right to require work in excess of an eight (8) hour day, provided in such event, any overtime compensation paid to or accrued by an SRO and arising from such holiday pay or overtime work, shall be included within the compensation (comp time) in which DISTRICT is required to participate. DISTRICT can change the shift hours of the SRO to accommodate scheduled school-related events that require security or the presence of the SRO. Any overtime compensation for DISTRICT-related activities will be paid by DISTRICT at one hundred percent (100%) of time earned. If comp time is earned in lieu of overtime, comp time hours must be used by June 1st. If comp time accrued during the school year is not used within that time period, the comp time hours will be converted to overtime and paid by DISTRICT.
5. **Supervision and Direction of SROs.** DISTRICT shall have the right to generally assign work tasks to the SROs, provided the manner and means by which such work is performed shall be determined by CITY, in accordance with CITY's Personnel Policy, ordinances and regulations and any general orders promulgated by the Chief of Police and School District 91 Board policy. The right to make such work assignments shall be limited to the time when school is in session. In particular, CITY will be responsible for the education, training and disciplining of SROs. The SRO's assignments and work ethics will be continually evaluated by the DISTRICT, and concerns or issues will be presented to the Idaho Falls Police Department promptly. Quarterly meetings between the School and Police Administration should also be arraigned. CITY will try to make accommodations

to provide training outside of school hours. There may be mandatory training in which the officers will have to attend during school time. Officers will notify school principals of such training. It is the desire of CITY to provide DISTRICT with SROs; however, because of possible staffing shortages and officer interest, CITY does not guarantee that all SRO positions will be filled. DISTRICT has the right to reject any SRO candidate and if not satisfied at any time with the current SRO, DISTRICT may request a new SRO. Replacement of any personnel is not guaranteed by CITY. All wages, benefits and all terms and conditions of the SRO's employment shall be in accordance with and subject to the CITY Personnel Policy, regulations and procedures as established by the statute or CITY ordinance. Any transfers are in accordance with the Idaho Falls Police Department transfer policy. School personnel will be involved in the transfer process.

6. **Uniforms and Equipment.** CITY will provide each SRO with all equipment, uniforms, weapons, communications equipment and other accessories as necessary to perform his/her duties and as are customarily supplied for police officers generally. CITY will provide each SRO with a computer, network interface card and associated software capable of communicating with and through the CITY Records Management System.
7. **Equipment Provided by District.** DISTRICT shall provide an office, desk, telephone and necessary office supplies for use by each SRO. DISTRICT will also provide an internet connection for use by each SRO.
8. **Liability Insurance; Waiver of Indemnification and Contribution Rights.** DISTRICT and CITY shall each be separately responsible to obtain and maintain their own policy of liability insurance for claims arising against either of them

as a result of any act or omission by each SRO and neither shall have any obligation or duty to procure liability insurance for the other. To the fullest extent permitted by law and by the terms and conditions of both parties' general, police liability or errors and omissions insurance policies, each party waives, as against the other, any claim for indemnification or contribution arising out of any negligent act or omission by any SRO while acting within the course and scope of his duties whenever such act or omission causes property damage or personal harm, injury or death to a third party. To the extent such waiver is not allowed by any policy of one party, the waiver shall not be applicable to the other party.

9. **Complete Agreement.** This writing evidences the complete and final agreement of the parties and no prior statement, representation or understanding shall be

DATED this _____ day of August 2017.

CITY OF IDAHO FALLS, IDAHO

Rebecca Casper
Mayor

IDAHO FALLS SCHOOL DISTRICT NO. 91

By: _____
George Boland
Superintendent



MEMORANDUM

TO: Honorable Mayor and City Council

off

FROM: Jackie Flowers, General Manager

DATE: August 18, 2017

RE: Authorize Prequalification of 15th Street Substation General Contractor Bidders

The FY18 budget and Capital Improvement Plan includes upgrades to the 15th Street Substation. These upgrades include installation of new breakers and switches and reconstruction of structures. Given the complexities associated with project components and the coordination that will be required of subcontractors, it is critical that the general contractor have relevant experience with similar types of projects. The City Attorney has reviewed the prequalification document.

Idaho Falls Power respectfully requests authorization to prequalify potential bidders for general contractor work associated with completing the 15th Street Substation Rebuild.

C: City Clerk
City Attorney
File

JRF/901/cw



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: August 18, 2017

RE: Bid Award – Eastside Greenbelt Pathway Pancheri Drive to West Broadway

On Tuesday, August 8, 2017, bids were received and opened for the Eastside Greenbelt Pathway Pancheri Drive to West Broadway 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, HK Contractors with a bid amount of \$271,921.50 and, authorization for the Mayor and City Clerk to sign contract documents.

2-37-57-4-PRK-2016-26
2017-76

City of Idaho Falls

Engineering Department Bid Tabulation

Project..... Eastside Greenbelt Pathway Pancheri to Broadway

Number..... 2-37-24-4-PRK-2016-26

Submitted Kent J Fugal, P.E., PTOE

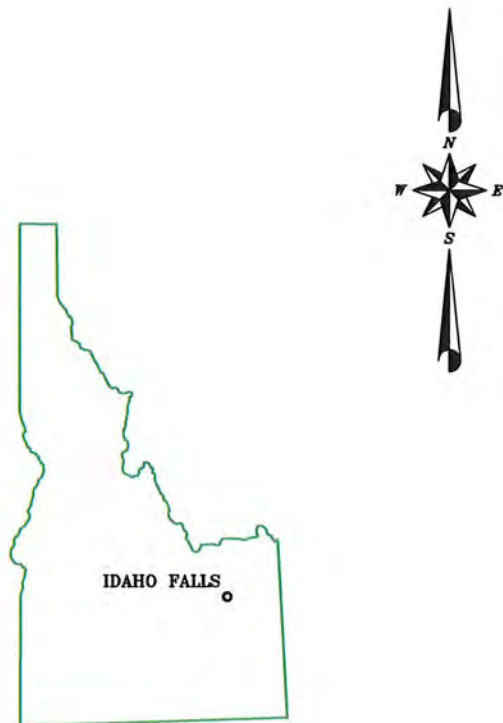
Date..... August 11, 2017

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		HK Contractors, Inc.		DL Beck, Inc.		TMC Contractors, Inc.		DePatco, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
BASE BID SCHEDULE													
EARTHWORK AND BASES													
209.02.2	Selective Removal of Tree - Size 18"	11	EACH	\$1,500.00	\$16,500.00	\$870.00	\$9,570.00	\$1,150.00	\$12,650.00	\$740.00	\$8,140.00	\$1,025.00	\$11,275.00
209.03.4	Removal of Curb and Gutter	522	L.F.	\$6.00	\$3,132.00	\$2.25	\$1,174.50	\$9.00	\$4,698.00	\$11.00	\$5,742.00	\$5.70	\$2,975.40
209.03.5	Removal of Sidewalk	300	S.Y.	\$10.00	\$3,000.00	\$3.65	\$1,095.00	\$14.00	\$4,200.00	\$11.00	\$3,300.00	\$7.90	\$2,370.00
209.08.4	Topsoil	118	C.Y.	\$30.00	\$3,540.00	\$39.00	\$4,602.00	\$50.00	\$5,900.00	\$40.00	\$4,720.00	\$39.25	\$4,631.50
SURFACE COURSES AND PAVEMENT													
309.07.2	12' Pathway	2272	L.F.	\$45.00	\$102,240.00	\$45.00	\$102,240.00	\$47.00	\$106,784.00	\$41.50	\$94,288.00	\$39.65	\$90,084.80
INCIDENTAL CONSTRUCTION													
409.03.2	Adjust Curb Stop Box	2	EACH	\$300.00	\$600.00	\$70.00	\$140.00	\$500.00	\$1,000.00	\$370.00	\$740.00	\$390.00	\$780.00
409.23.2	Handrail	372	L.F.	\$100.00	\$37,200.00	\$145.00	\$53,940.00	\$117.00	\$43,524.00	\$165.00	\$61,380.00	\$240.00	\$89,280.00
PORTLAND CEMENT CONCRETE													
509.02.2	Combination Curb and Gutter - Type STANDARD	522	L.F.	\$28.00	\$14,616.00	\$46.00	\$24,012.00	\$48.00	\$25,056.00	\$38.00	\$19,836.00	\$57.00	\$29,754.00
509.03.2	4" Flatwork	86	S.Y.	\$70.00	\$6,020.00	\$65.00	\$5,590.00	\$46.00	\$3,956.00	\$60.00	\$5,160.00	\$100.00	\$8,600.00
SPECIAL PROVISIONS													
SP - 1	Mobilization	1	L.S.	\$15,000.00	\$15,000.00	\$24,000.00	\$24,000.00	\$20,040.00	\$20,040.00	\$34,445.00	\$34,445.00	\$65,600.00	\$65,600.00
TOTAL BASE BID SCHEDULE				\$201,848.00		\$226,363.50		\$227,808.00		\$237,751.00		\$305,350.70	
ADDITIVE ALTERNATE BID SCHEDULE NO. 1													
INCIDENTAL CONSTRUCTION													
409.10.2	Sprinkler System	1	L.S.	\$2,000.00	\$2,000.00	\$1,350.00	\$1,350.00	\$12,350.00	\$12,350.00	\$2,625.00	\$2,625.00	\$3,200.00	\$3,200.00
409.13.2	Landscaping (Sod)	615	S.Y.	\$6.00	\$3,690.00	\$5.00	\$3,075.00	\$6.50	\$3,997.50	\$5.80	\$3,567.00	\$7.00	\$4,305.00
409.21.2	Repair Sprinkler Systems	1	L.S.	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$15,800.00	\$15,800.00	\$6,300.00	\$6,300.00	\$7,700.00	\$7,700.00
TOTAL ADDITIVE ALTERNATE BID SCHEDULE NO. 1				\$10,690.00		\$5,425.00		\$32,147.50		\$12,492.00		\$15,205.00	
ADDITIVE ALTERNATE BID SCHEDULE NO. 2													
EARTHWORK AND BASES													
209.03.5	Removal of Sidewalk	41	S.Y.	\$15.00	\$615.00	\$5.00	\$205.00	\$36.25	\$1,486.25	\$26.00	\$1,066.00	\$7.90	\$323.90
209.08.4	Topsoil	62	C.Y.	\$30.00	\$1,860.00	\$39.00	\$2,418.00	\$83.50	\$5,177.00	\$11.00	\$682.00	\$39.25	\$2,433.50
SURFACE COURSES AND PAVEMENT													
309.07.2	12' Pathway	486	L.F.	\$45.00	\$21,870.00	\$50.00	\$24,300.00	\$58.00	\$28,188.00	\$52.75	\$25,636.50	\$39.65	\$19,269.90
INCIDENTAL CONSTRUCTION													
409.03.2	Adjust Curb Stop Box	1	EACH	\$300.00	\$300.00	\$70.00	\$70.00	\$500.00	\$500.00	\$370.00	\$370.00	\$390.00	\$390.00
SPECIAL PROVISIONS													
SP - 1	Mobilization	1	L.S.	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$8,800.00	\$8,800.00	\$6,865.00	\$6,865.00	\$22,000.00	\$22,000.00
TOTAL ADDITIVE ALTERNATE BID SCHEDULE NO. 2				\$34,645.00		\$35,493.00		\$44,151.25		\$34,619.50		\$44,417.30	
ADDITIVE ALTERNATE BID SCHEDULE NO. 3													
INCIDENTAL CONSTRUCTION													
409.10.2	Sprinkler System	1	L.S.	\$8,000.00	\$8,000.00	\$1,300.00	\$1,300.00	\$4,950.00	\$4,950.00	\$7,350.00	\$7,350.00	\$8,950.00	\$8,950.00
409.13.2	Landscaping (Sod)	368	S.Y.	\$6.00	\$2,208.00	\$5.00	\$1,840.00	\$6.50	\$2,392.00	\$5.80	\$2,134.40	\$7.00	\$2,576.00
409.21.2	Repair Sprinkler Systems	1	L.S.	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$3,950.00	\$3,950.00	\$3,675.00	\$3,675.00	\$4,500.00	\$4,500.00
TOTAL ADDITIVE ALTERNATE BID SCHEDULE NO. 3				\$13,208.00		\$4,640.00		\$11,292.00		\$13,159.40		\$16,026.00	
TOTAL WITH ADDITIVE ALTERNATES				\$260,391.00		\$271,921.50		\$315,398.75		\$298,021.90		\$380,999.00	

EASTSIDE GREENBELT PATHWAY PANCHERI TO BROADWAY

PROJECT # 2-37-24-4-PRK-2016-26

PROJECT LOCATION



REVIEWED BY: PARKS DEPARTMENT

[Signature]

DATE: 6-15-17



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
DAVID M. SMITH

ED MAROHN
JOHN B. RADFORD
MICHELLE ZIEL-DINGMAN

ENGINEERING DIVISION

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

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

2017

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DIVISION			
EASTSIDE GREENBELT PATHWAY PANCHERI TO BROADWAY TITLE SHEET			
CHK BY:	Y.G.	DSG BY:	CW/G.C.
FILE NO. 2-37-24-4-PRK-2016-26	DATE PLOTTED:	SHEET NO.	
DWG NO. Titlepage	5-10-16	1 of 19	



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen

DATE: August 18, 2017

RE: Special Permit Issuance (Over Legal Truck) Agreement

Attached for your consideration is a Special Permit Issuance Agreement with the Idaho Transportation Department (ITD) and accompanying Resolution authorizing ITD to issue over-legal truck (size or weight) permits on state highways and City streets.

The agreement has been reviewed by the City Attorney and allows ITD to charge the permittee and retain the cost of permits as provided for within ITD rules.

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

2017-79

SPECIAL PERMIT ISSUANCE AGREEMENT

For the Issuance of Permits for Over Legal Size or
Weight Vehicles Operating on State Highways and Local
Highway Jurisdiction Highways and Streets

I. Introduction and Purpose

This agreement has been entered into on the date hereafter set forth between the State of Idaho by and through its Department of Transportation, hereafter referred to as ITD and City of Idaho Falls by and through its Governing Board hereafter referred to as the LHJ.

ITD and the LHJ have determined that it is in their mutual benefit to establish a system for issuance of permits for the operation of over legal size or weight vehicles which would authorize operation in more than one jurisdiction, hereafter referred to as multi-jurisdictional permits.

II. Covered Vehicles

This agreement shall authorize ITD to issue multi-jurisdictional permits which are valid on both state and LHJ highways if the sizes and weights do not exceed the maximum limitations in ITD rules.

III. Routes: LHJ Highway Network

The LHJ shall develop and supply ITD with network maps of approved highways. A multi-jurisdictional permit shall only authorize a permittee to travel on routes designated as part of the highway network, with the following exception:

ITD may issue a multi-jurisdictional permit authorizing travel off the highway network when express authorization is obtained from the LHJ.

The highway network maps shall provide ITD with the following information for each designated route on the map:

1. The weight capacity of the structures.
2. The vertical clearance restrictions.
3. The pilot car and time of travel restrictions.
4. The route designation for longer combination vehicles.

The LHJ shall be responsible for notifying ITD of all changes to the network, including detours due to construction and weight restrictions due to spring breakup. Notification of changes shall be made at least seven (7) days prior to the effective date of the proposed change, unless an emergency occurs which would not allow advance notice.

In the event of an emergency change in the network, the LHJ shall notify ITD by telephone or FAX of the change and shall immediately follow up with written notification.

This agreement applies only to the highways under the jurisdiction of ITD and the LHJ. When a permittee must use highways not under the jurisdiction of ITD or the LHJ, the permittee must contact the proper jurisdiction to obtain any necessary permit.

IV. Special Conditions

The LHJ shall provide ITD with any special conditions for travel on LHJ designated routes which are different than those in ITD rules. ITD shall note all special conditions for travel on LHJ designated routes on the permit. The special conditions shall be those specified by THE LHJ and those requirements in ITD rules.

The LHJ shall be responsible for notifying ITD of any modifications or changes to its special conditions within fourteen (14) days of the effective date of the proposed change. ITD shall be responsible for notifying the LHJ of any modifications or changes to its rules within fourteen (14) days of the effective date of the proposed change.

In the event of an emergency change in the special conditions the LHJ shall make reasonable efforts to notify ITD by telephone or FAX of the changes and immediately follow up with written notification. In the event of an emergency change to ITD rules, ITD shall make reasonable efforts to notify the LHJ by telephone or Fax of the changes and immediately follow up with written notification.

V. Period of Validity of Permit

A permit issued pursuant to this agreement may be a single trip permit or an annual permit as provided for by ITD rules. A single trip permit will be valid for a period of five days. One extension of up to five days may be granted by ITD upon a showing by the permittee that weather or road conditions or a mechanical failure of the vehicle precluded completion of the permitted trip during the five-day period. An annual permit will be valid for one year from the date of issuance.

VI. Enforcement and Revocation of Permit

It is the express intent of the parties to this agreement that State, City and County law enforcement agencies shall have the same authority to enforce a multi-jurisdictional permit as those law enforcement agencies have to enforce other types of transportation permits. The LHJ shall encourage local law enforcement agencies to enforce multi-jurisdictional permits in accordance with ITD policies.

ITD shall have the same authority to revoke multi-jurisdictional permits as is provided for in ITD rules.

VII. Fees

ITD shall charge the permittee the costs of multi-jurisdictional permits as provided for in ITD rules. ITD shall retain all fees charged for the permits.

VIII. Records

ITD shall produce a monthly summary report which shall identify all multi-jurisdictional permits issued for the LHJ. ITD shall maintain a copy of each multi-jurisdictional permit issued for a minimum of three years. Said documents shall be made available for review by the LHJ on request.

IX. Liability

ITD and the LHJ shall be liable for the actions of its employees and representatives in carrying out the provisions of this agreement to the extent permitted by the law. By entering into this agreement, ITD and the LHJ do not waive the protection offered by its own laws and constitution.

X. Withdrawal from Agreement

Either ITD or the LHJ may withdraw from this agreement by submitting to the other party a notice of withdrawal. Said notice of withdrawal shall be effective 30 days from the date of submission.

XI. Amendments

This agreement may be amended upon approval of ITD and the LHJ, acting through their authorized representatives. Any amendment shall be in writing and shall become a part of this agreement.

XII. Severability

If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law or otherwise unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

XIII. Contacts

ITD and the LHJ shall maintain a list of emergency contacts and their telephone numbers. ITD and the LHJ shall provide each other with the name and telephone number of emergency contact person(s). If a change occurs with a contact person or telephone number, the affected jurisdiction must immediately update the other jurisdiction.

XIV. Effective Date

This agreement shall become effective upon the latest date of signing by ITD and the LHJ.

XV. Signatures

Local Highway Jurisdiction

By and through the Board of Commissioners/Council

By: CITY OF IDAHO FALLS

ATTEST:

Rebecca L. Noah Casper, Mayor

Date: _____

Kathy Hampton, City Clerk

STATE OF IDAHO)
)ss.
County of Bonneville)

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

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

(Seal)

Notary Public of Idaho

Residing at:

My Commission Expires: _____

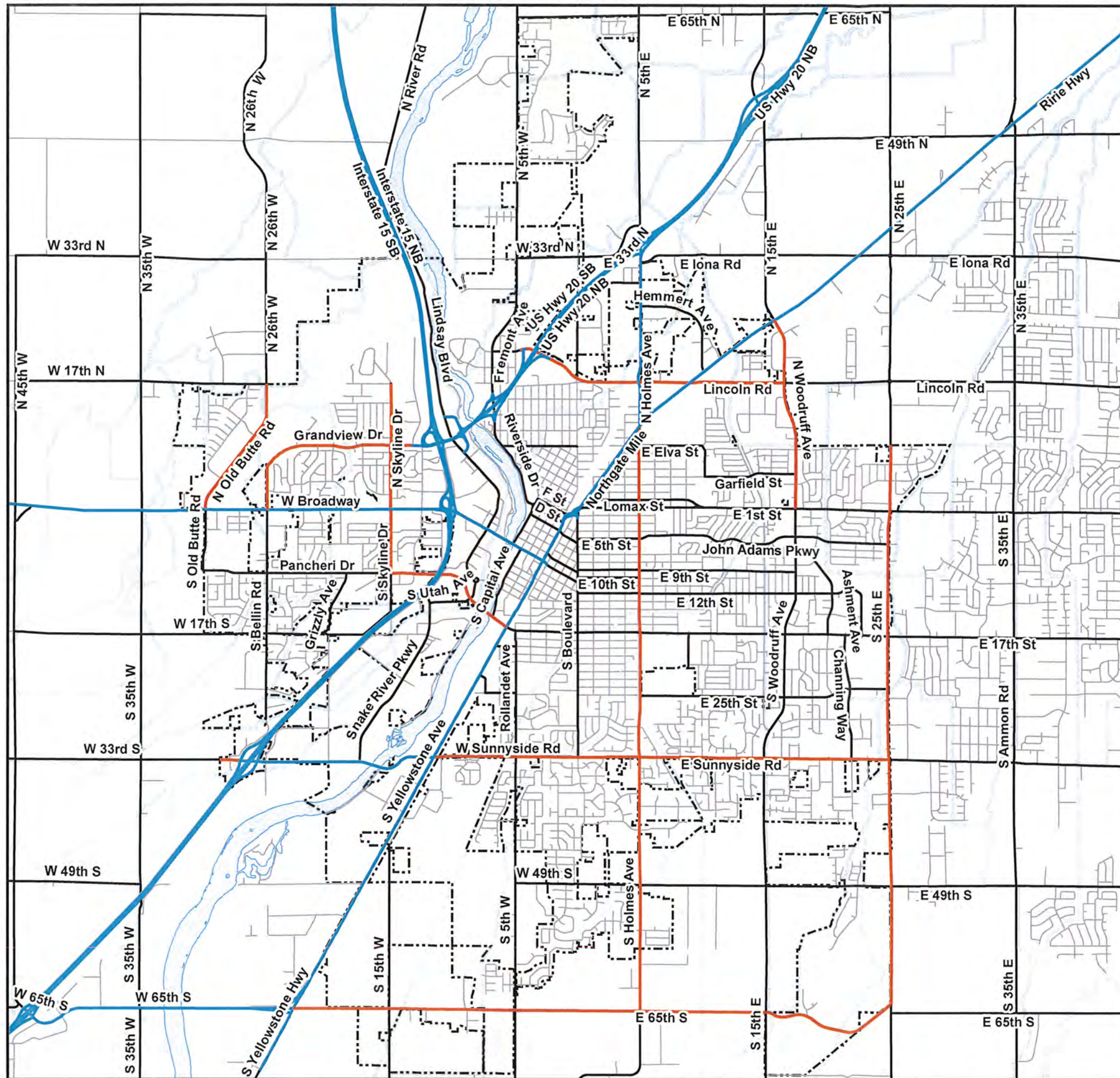
State of Idaho

By and through the Idaho Transportation Department

By: (Name and Title)

Approved as to form:

Date:



CITY OF IDAHO FALLS TRUCK ROUTES MAP

- Local Truck Routes
- State System
- Major Streets
- Local Streets
- Idaho Falls City Limit Edge
- ~ Snake River
- Waterway
- Idaho Falls City Limit

LOCAL TRUCK ROUTE CAPACITY

Single Axle - 27,000 LBS
 Two-Axle Tandem - 46,000 LBS
 Three-Axle Tandem - 57,000 LBS

HEIGHT RESTRICTION

15' 6"

WIDTH RESTRICTION

8' 6"

LENGTH RESTRICTION

Vehicle Combinations not exceeding
 115' Overall Length
 Maximum Off-Track Combinations
 not exceeding 6.5'



1" = 4,500'



Resolution

RESOLUTION NUMBER:

WHEREAS, the 2013 Idaho Legislature passed bills that authorize Idaho Local Highway Jurisdictions (LHJ) to issue permits for truck carriers to operate trucks up to 129,000 pounds gross vehicle on designated routes; and

WHEREAS, the City of Idaho Falls has received a request for a 129,000 Pound Truck Route within the City Limits; and

WHEREAS, the City of Idaho Falls has reviewed the proposed route for engineering and safety standards; and

WHEREAS, the City of Idaho Falls has presented their findings and preliminary recommendations to the governing body in a public meeting; and

WHEREAS, the proposed route meets engineering and safety standards, the City of Idaho Falls has published notice and held a public hearing in accordance with Idaho Code 49-1004A(3) including the ability to provide a transcript of oral testimony; and

WHEREAS, the City of Idaho Falls has issued findings in the form of a decision and order;

NOW THEREFORE BE IT RESOLVED, the Idaho Transportation Department is approved to issue permits per the attached Truck Route Map.

WHEREUPON the route is approved, the Idaho Transportation Department shall issue permits authorizing travel on the designated route to the owner or operator of each vehicle which qualifies for loads accordingly.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed as a regular meeting of the City Council, City of Idaho Falls, held on _____, 2017.

Kathy Hampton, City Clerk

(Seal)



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: August 18, 2017

RE: Supplemental Environmental Project Agreement with Department of Energy Grant

Attached for consideration is a agreement with the Department of Energy for a grant to support a franchise curbside recycling program, stormwater education and water conservation measures.

The proposed grant is for \$90,000 and has been reviewed by the City Attorney.

Public Works recommends approval of this Agreement and authorization for the Mayor and City Clerk to sign the documents.

**Agreement between the City of Idaho Falls
and the
U.S. Department of Energy Idaho Operations Office**

The U.S. Department of Energy Idaho Operations Office (DOE) and the City of Idaho Falls, hereinafter the "Project Team", voluntarily enter into this agreement to support the Recycling Franchise & Stormwater/Water Conservation Public Education Project to encourage curbside recycling, water conservation, and to increase awareness of potential stormwater impacts to the Snake River as well as good stormwater pollution prevention practices.

DOE agrees to provide funding to the City in the amount of \$90,000 as a Supplemental Environmental Project (SEP). This SEP was developed by DOE in connection with the settlement of an enforcement action taken by the Idaho Department of Environmental Quality (DEQ) for alleged violations of the requirements of the Hazardous Waste Management Act.

The City and DOE agree to comply with the terms set forth in this agreement and the attached project proposal.

In accordance with their respective authorities, the parties agree as follows:

1. DOE will provide \$90,000 to the City to support the Project as described below and in the attached proposal provided to DEQ.
2. The City shall be responsible for overseeing and managing the tasks described in the project proposal.
3. The funding from this SEP supports the three tasks below that are further described in the attached proposal.
 - a. Establish a voluntary curbside recycling franchise program within the Idaho Falls city limits.
 - b. Provide public outreach for stormwater awareness through training, public service announcements, and distributing educational material to the public.
 - c. Provide public outreach for water conservation through the development of public outreach materials and a plan for water conservation education.
4. Activities with SEP funding are planned for completion by July 1, 2018. If any changes to the schedule or proposed SEP activities in the proposal are necessary, the City shall contact Teresa Perkins, (208) 526-1483, or at the address below, as soon as possible since renegotiation by DOE with the DEQ may be necessary.
5. The City shall submit invoices to the DOE through the Vendor Inquiry Payment Electronic Reporting System (VIPERS) electronic payment system.
 - a. VIPERS is accessed through the following URL <https://vipers.doe.gov>. Assistance is available online through the VIPERS webpage. The City may also contact Shannon Schmidt, (208) 526-1939, for assistance with registering and submitting invoices through this system.

6. The City shall provide DOE a project status report every three months beginning October 10, 2017, and 10 calendar days after the end of each calendar quarter until the Project is completed. The reports shall contain status of activities completed during the previous 3 months and projected to be completed during the next 3 months.
7. A project completion report shall be submitted to DOE within 30 days of completion of activities funded through this Agreement, but no later than July 31, 2018. The report shall include information documenting the work completed, the costs incurred, and other documentation to verify completion of activities in accordance with this Agreement.
8. Any public statement, oral or written, making reference to DOE involvement in this Project shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the Idaho Department of Environmental Quality for alleged violations of the requirements of the Hazardous Waste Management Act."
9. Reports and correspondence regarding this Agreement shall be submitted to the following address, electronic submittal is encouraged to perkintl@id.doe.gov, with a copy to Curtis Roth (rothca@id.doe.gov):

Teresa Perkins
U.S. Department of Energy
Idaho Operations Office
1955 Fremont Ave., MS-1216
Idaho Falls, ID 83415

10. Termination:

- a. Either party may cancel this Agreement at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination. Termination of the Agreement by either party shall cancel the obligation or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.
- b. Upon receipt of a termination notice, The City shall promptly discontinue all affected work, unless the notice directs otherwise.

11. Indemnification and insurance:

- a. The City shall indemnify, defend, and save harmless the United States Government and DOE, its officers, agents, and employees, from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the City caused by or arising out of the City's negligent performance, act, or omission of any term of this Agreement.
- b. Nothing in this section shall extend the liability of the DOE beyond that provided in paragraph 1 above.

12. Appropriation required:

DOE represents that the funds specified in this Agreement have been approved for this project. This Agreement shall in no way or manner be construed so as to bind or obligate the DOE beyond the particular appropriation of those funds.

The effective date of this Agreement shall be the date of the signature by the Deputy Manager, Idaho Cleanup Project for the U.S. Department of Energy Idaho Operations Office.

DATED this ____ day of _____, 2017

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By: _____
Rebecca L. Noah Casper, Mayor

U. S. DEPARTMENT OF ENERGY IDAHO OPERATIONS OFFICE

DATE _____ SIGNED _____

John P. Zimmerman
Deputy Manager
Idaho Cleanup Project

DATE _____ SIGNED _____

Maria M. Mitchell-Williams
Contracting Officer

**Agreement between the City of Idaho Falls
and the
U.S. Department of Energy Idaho Operations Office**

The U.S. Department of Energy Idaho Operations Office (DOE) and the City of Idaho Falls, hereinafter the "Project Team", voluntarily enter into this agreement to support the Recycling Franchise & Stormwater/Water Conservation Public Education Project to encourage curbside recycling, water conservation, and to increase awareness of potential stormwater impacts to the Snake River as well as good stormwater pollution prevention practices.

DOE agrees to provide funding to the City in the amount of \$90,000 as a Supplemental Environmental Project (SEP). This SEP was developed by DOE in connection with the settlement of an enforcement action taken by the Idaho Department of Environmental Quality (DEQ) for alleged violations of the requirements of the Hazardous Waste Management Act.

The City and DOE agree to comply with the terms set forth in this agreement and the attached project proposal.

In accordance with their respective authorities, the parties agree as follows:

1. DOE will provide \$90,000 to the City to support the Project as described below and in the attached proposal provided to DEQ.
2. The City shall be responsible for overseeing and managing the tasks described in the project proposal.
3. The funding from this SEP supports the three tasks below that are further described in the attached proposal.
 - a. Establish a voluntary curbside recycling franchise program within the Idaho Falls city limits.
 - b. Provide public outreach for stormwater awareness through training, public service announcements, and distributing educational material to the public.
 - c. Provide public outreach for water conservation through the development of public outreach materials and a plan for water conservation education.
4. Activities with SEP funding are planned for completion by July 1, 2018. If any changes to the schedule or proposed SEP activities in the proposal are necessary, the City shall contact Teresa Perkins, (208) 526-1483, or at the address below, as soon as possible since renegotiation by DOE with the DEQ may be necessary.
5. The City shall submit invoices to the DOE through the Vendor Inquiry Payment Electronic Reporting System (VIPERS) electronic payment system.
 - a. VIPERS is accessed through the following URL <https://vipers.doe.gov>. Assistance is available online through the VIPERS webpage. The City may also contact Shannon Schmidt, (208) 526-1939, for assistance with registering and submitting invoices through this system.

6. The City shall provide DOE a project status report every three months beginning October 10, 2017, and 10 calendar days after the end of each calendar quarter until the Project is completed. The reports shall contain status of activities completed during the previous 3 months and projected to be completed during the next 3 months.
7. A project completion report shall be submitted to DOE within 30 days of completion of activities funded through this Agreement, but no later than July 31, 2018. The report shall include information documenting the work completed, the costs incurred, and other documentation to verify completion of activities in accordance with this Agreement.
8. Any public statement, oral or written, making reference to DOE involvement in this Project shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the Idaho Department of Environmental Quality for alleged violations of the requirements of the Hazardous Waste Management Act."
9. Reports and correspondence regarding this Agreement shall be submitted to the following address, electronic submittal is encouraged to perkintl@id.doe.gov, with a copy to Curtis Roth (rothca@id.doe.gov):

Teresa Perkins
U.S. Department of Energy
Idaho Operations Office
1955 Fremont Ave., MS-1216
Idaho Falls, ID 83415

10. Termination:

- a. Either party may cancel this Agreement at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination. Termination of the Agreement by either party shall cancel the obligation or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.
- b. Upon receipt of a termination notice, The City shall promptly discontinue all affected work, unless the notice directs otherwise.

11. Indemnification and insurance:

- a. The City shall indemnify, defend, and save harmless the United States Government and DOE, its officers, agents, and employees, from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the City caused by or arising out of the City's negligent performance, act, or omission of any term of this Agreement.
- b. Nothing in this section shall extend the liability of the DOE beyond that provided in paragraph 1 above.

12. Appropriation required:

DOE represents that the funds specified in this Agreement have been approved for this project. This Agreement shall in no way or manner be construed so as to bind or obligate the DOE beyond the particular appropriation of those funds.

The effective date of this Agreement shall be the date of the signature by the Deputy Manager, Idaho Cleanup Project for the U.S. Department of Energy Idaho Operations Office.

DATED this ____ day of _____, 2017

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By: _____
Rebecca L. Noah Casper, Mayor

U. S. DEPARTMENT OF ENERGY IDAHO OPERATIONS OFFICE

DATE _____ SIGNED _____

John P. Zimmerman
Deputy Manager
Idaho Cleanup Project

DATE _____ SIGNED _____

Maria M. Mitchell-Williams
Contracting Officer



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: August 18, 2017

RE: Iona Bonneville Sewer District – Request for Sewer Service Area Expansion for School District 93

Public Works is in receipt of a request from the Iona Bonneville Sewer District (IBSD) to increase the District's Sewer Service Area boundary by 42.96 acres for School District 93. The proposed expansion area is for inclusion of the property at 3497 North Ammon Road, Idaho Falls, in Ridgeview Division No. 2 as depicted in the attached map.

In February of this year the IBSD Board requested that nearly 360 acres be removed from the existing sewer service area to allow for annexations. This exclusion was in addition to nearly 147 acres that was removed in October of 2016. These exclusions and subsequent annexations totaling approximately 272 acres were approved, leaving 235 acres for future annexations.

The IBSD Board is also requesting the proposed 42.96 acres for the School District 93 expansion not be counted against the 235 acres available for future annexations.

This matter is being presented for your consideration.

PETITION

To: Iona Bonneville Sewer District

The undersigned do hereby Petition the Board of Directors of the Iona Bonneville Sewer District, a quasi-municipal corporation of the State of Idaho, located within Bonneville County, Idaho and do state and represent as follows:

1. That the Petitioners are the owners of the property described.

a) Owner: Bonneville Joint School District #93

Address: 3497 North Ammon Road
Idaho Falls, Idaho 83401

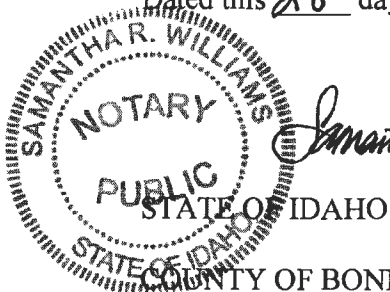
Property Description: See Exhibit A

2. That the undersigned as owners have given consent to the inclusion of the property described herein from said District.

3. That the petitioners have submitted the filing fee of \$800.00.

WHEREFORE, the undersigned do request that notice be given and published stating the filing of the Petition, the names of the Petitioners, the description of the lands and the request to be included in the District: that the Board set a time, and give notice, that at the office of the Board at said time that any and all persons interested may appear and show cause in writing, if any they have why the Petition should not be granted and that the failure of any person to appear and show cause shall be deemed as a consent on his part to the inclusion of such lands in the District.

Dated this 28th day of June, 2017.



Samantha R. Williams

)
) S.S.
)

Jeff Bird

On this 29th day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared, Jeff Bird, known to me or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Dated this 29th day of June, 2017

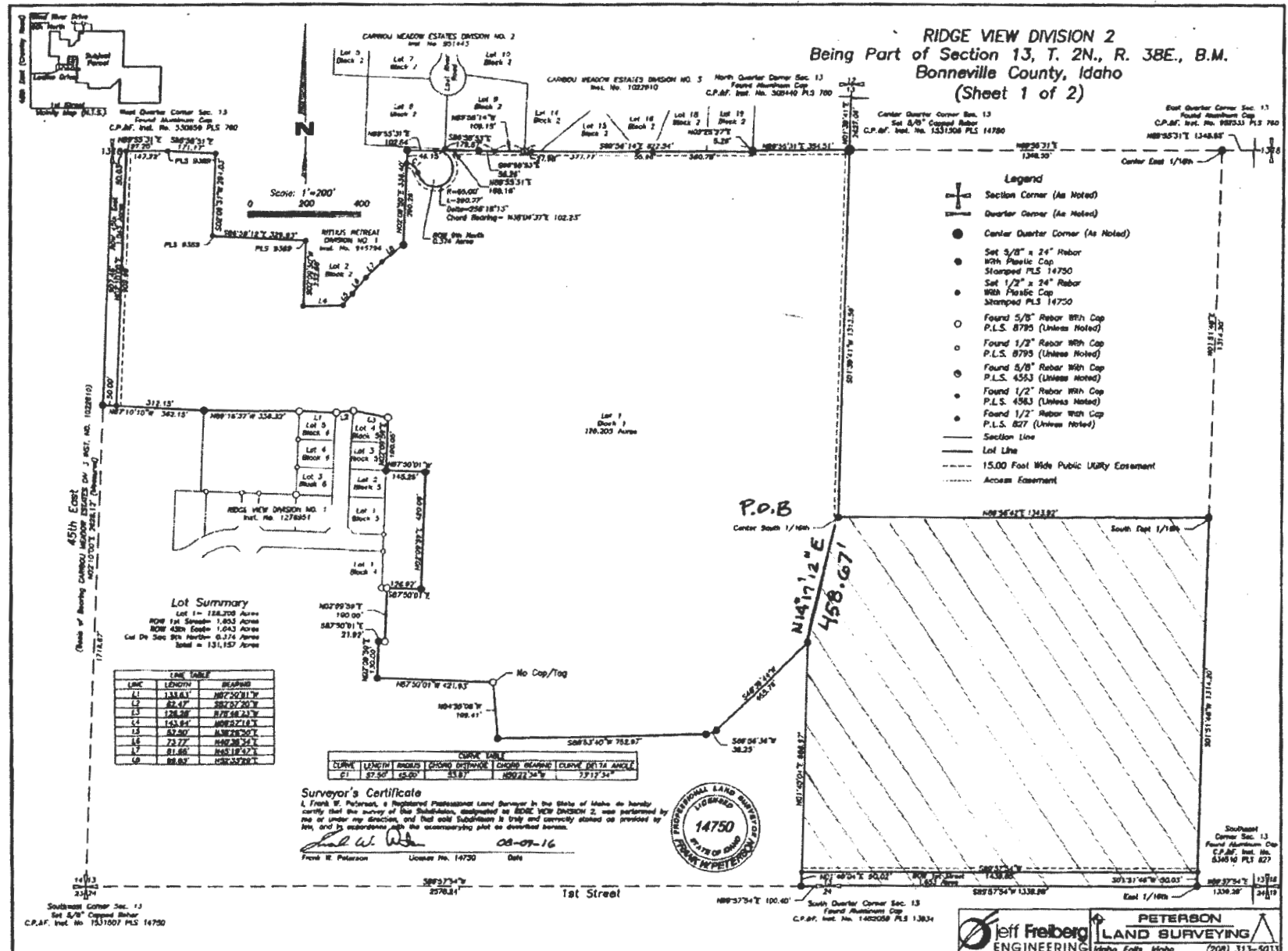
Exhibit A

A parcel of land being part of the south half of Section 13, Township 2 North, Range 38 East, Boise Meridian, Bonneville County, Idaho also a part of Ridge View Division 2 recorded as Instrument 1532218 described as follows;

Beginning at the Center South 1/16th Corner as shown on said Ridge View plat and running thence N89°56'42"E, 1343.92 feet; thence S01°51'46"W, 1314.20 feet; thence S89°57'54"W, 1439.68 feet; thence N01°40'04"E, 868.97 feet; thence N14°17'12"E, 458.67 feet to the POINT OF BEGINNING.

Parcel Contains 42.96 Acres

RIDGE VIEW DIVISION 2
Being Part of Section 13, T. 2N., R. 38E., B.M.
Bonneville County, Idaho
(Sheet 1 of 2)





MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: August 14, 2017

RE: Professional Services Agreement for Materials Testing with Strata

Attached for consideration is a Professional Services Agreement for materials testing with Strata. The agreement, if approved, will be used by the Water Division to ensure that construction within the public right-of-way adheres to City Standards. This agreement has been reviewed by the City Attorney.

Public Works recommends approval of this Professional Services Agreement; and, authorization for the Mayor and City Clerk to sign the document.

2017-77

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
WATER DEPARTMENT TESTING SERVICES FOR THE
CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE CITY OF IDAHO FALLS, IDAHO, WATER DEPARTMENT TESTING SERVICES (hereinafter "Agreement"), is made and entered into this 4th day of August, 2017, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Strata, 1652 Woodruff Park, Idaho Falls, ID (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H:

WHEREAS, CITY desires to accept a proposal to provide Construction Materials Testing Services associated with roadway maintenance and construction support for the Idaho Falls Water Division; and

WHEREAS, CITY Public Works Department has selected the above-referenced firm to complete the Scope of Work identified herein; and

Whereas, CITY wishes CONSULTANT to complete the Scope of Work pursuant to this Agreement.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I: SCOPE OF WORK

Scope of Work shall include Scope of Work described in CONSULTANT's response to CITY's Request for Proposal dated June 14, 2017, in its Water Department Testing Services Proposal (all incorporated herein and made a part of this Agreement by this reference), and as follows:

1. General Scope of Work: Density testing of subgrade, trench backfill, subbase, and base materials; concrete sampling and testing; density testing of hot mix asphalt (HMA); and sampling and laboratory testing of soils, concrete, and HMA.
2. Project Team: CONSULTANT will provide a project manager to provide supervision and technical oversight of services.
3. Earthwork Observation and Testing:
 - a. CONSULTANT shall provide a field professional to perform compaction testing services during site earthwork activities.

- b. CONSULTANT shall not enter a trench without proper shoring/benching.
- 4. Testing of Concrete: CONSULTANT shall provide an American Concrete Institute or Western Alliance for Quality Transportation Construction certified field professional to provide testing during concrete placement. CONSULTANT's personnel will perform sampling and field testing of concrete including testing for: slump, temperature (concrete and ambient), entrained air content, unit weight (if required), and casting compressive strength cylinders.
- 5. Hot Mix Asphalt Testing: CONSULTANT will provide a field professional to perform periodic field testing during placement and compaction of hot mix Asphalt paving.
- 6. Laboratory Testing: CONSULTANT anticipates that compliance testing of soil, concrete and hot mix asphalt will be required during this construction.
- 7. Technical Management Reports: Consultant's field professional will generate a preliminary daily field report (DFR) documenting the testing activities performed by the individual, observations, results of tests performed, and status (incomplete, compliant, non-compliant, etc.).

SECTION II:

A. Independent Contractor.

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

B. Fees and Conditions for Professional Services.

- 1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.
- 2. The cost for CONSULTANTS' services for Project as described in Section I, Scope of Work, is a total estimated amount "not-to-exceed" thirty-five thousand dollars (\$35,000) billed as shown in CONSULTANT's response of June 14, 2017, attached.
- 3. Payment is due upon receipt of CONSULTANT's statement(s).
- 4. CITY and CONSULTANT may mutually agree to re-allocate tasks, providing the "not-to-exceed" price described in Section II.B.2. of this Agreement is unchanged.
- 5. This proposal excludes the cost of any equipment (e.g. ladders, trench shoring) to gain access to any area requiring inspection or sampling of materials.

C. Right to Use Images and Published Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use the results of the Project and its image(s), including any portion of its image(s). The use of image(s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs and functions. Image(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONSULTANT for use of such image(s).

Nothing in this section shall constrain CONSULTANT from using the PROJECT materials for other trainings or projects with other entities.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to CONSULTANT except as designated by this section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

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

C. Project Timeline.

CITY and CONSULTANT shall agree upon a start date. The projected date of Project completion is November 2017, unless adjusted by mutual agreement between the parties. CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including financial, operations, and other information necessary for Project.

D. Termination of Project.

If any portion of Project covered by this Agreement shall be suspended, abated, abandoned or terminated, CITY shall pay CONSULTANT for the services rendered to the date of such suspended, abated, abandoned or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. Standard of Care.

In performance of professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONSULTANT's services.

F. CONSULTANT's Additional Insurance.

CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and CONSULTANT shall cause CITY to be named as an additional insured under said policy.

G. Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONSULTANT in the performance of professional services under this Agreement, to the extent that CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONSULTANT and CITY. CONSULTANT shall not be obligated to indemnify CITY for CITY's sole negligence.

H. Costs and Attorney Fees.

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

I. Jurisdiction and Venue.

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

J. Binding of Successors.

CITY and CONSULTANT each bind themselves, their partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partner, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement.

K. Modification and Assignability of Agreement.

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

L. CITY's Representatives.

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

M. Conflict of Interest.

CONSULTANT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in Project which would conflict in any manner or degree with the performance of services hereunder. CONSULTANT further covenants that, in performing this Agreement, they will employ no person who has any such interest.

N. Ownership and Publication of Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain CONSULTANT from using Project Materials for other trainings or projects with other entities.

O. Non-discrimination.

CONSULTANT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

"CITY"
City of Idaho Falls, Idaho

By

Kathy Hampton, City Clerk

By

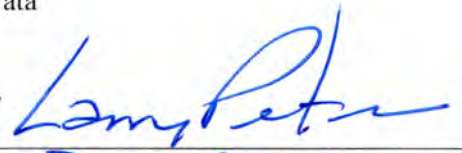
Rebecca L. Noah Casper, Mayor

(Seal Here)

"CONSULTANTS"
Strata

By

Its:



Regional Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 201____, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

(Seal)

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

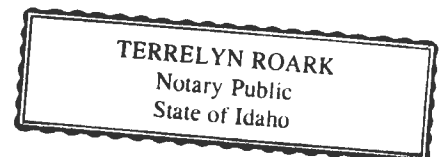
STATE OF IDAHO)
) ss:
County of Ada ~~Bonneville~~)

On this 4 day of Aug 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Larry Peterson, or identified to me to be the Regional Manager of Strata, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Strata.

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

(Seal)

Terrelyn Roark
Notary Public of Idaho
Residing At: 8653 Hackamore, Boise, ID
My Commission Expires: 2-28-18





MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: August 18, 2017

RE: Easement Vacation – Lot 1 Block 1 KJs Sunnyside Division No. 1

As earlier authorized, the City Attorney has prepared the attached document to vacate a portion of the utility easement on Lot 1 Block 1 KJ's Sunnyside Division 1. The property owner has requested the vacation of the easement in order to make better use of the property.

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

2017-82

ORDINANCE NO. 2016-

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

WHEREAS, there is a platted public utility easement on the west side of Lot 1, Block 1, of KJ's Sunnyside Div. 1; and

WHEREAS, Developer would like the City to vacate the easement to better facilitate the use of the property; and

WHEREAS, the City department that supply utilities have agreed that the vacation is not likely to interfere with the use of any utilities within the easement to be vacated.

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

SECTION 1. Vacation. The following portion of the public utility easement in the Lot 1, Block 1, of KJ's Sunnyside Div. 1 to the City of Idaho Falls, Bonneville County, Idaho, as shown in Exhibit "A" attached hereto.

SECTION 2. Exceptions from Vacation. Vacation of property described in Section 1 of this Ordinance shall not include other easements, or franchise rights and utilities, including public utilities, existing as of the effective date of this Ordinance.

SECTION 3. Right-of-Way Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the property described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety, and shall revert to property owners as follows:

Vacation of property incorporated herein as follows, shall be to Hansen and Hansen, LLP, P.O. Box 50106, Idaho Falls, ID 83405.

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this ____ day of August, 2017.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled:
“AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF AN EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENT SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW”

Kathy Hampton
City Clerk

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

Part of an easement running along the easterly 10 feet of Lot 1, Block 1, KJ'S Sunnyside, Division No. 1, An Addition to the City of Idaho Falls, being in the NW1/4NW1/4 of Section 33, Township 2 North, Range 38 East, B.M., Bonneville County, Idaho described as:

Commencing at the Northwest corner of said Section 33; Thence S 89°24'03" E 405.62 feet along the section line; Thence S 00°08'07" W 72.01 feet to the Point of Beginning and a point on the West Line of said easement; Thence S 89°24'03" E 10.00 feet to a point on the East Line of said easement; Thence along the East Line of said easement S 00°08'07" W 53.61 feet; Thence N 79°39'16" W 10.16 feet to a point on the West Line of said easement; Thence along the West Line of said easement N 00°08'07" E 51.89 feet to the Point of Beginning.

Also:

Commencing at the Northwest corner of said Section 33; Thence S 89°24'03" E 405.62 feet along the section line; Thence S 00°08'07" W 136.79 feet to the Point of Beginning and a point on the West Line of said easement; Thence S 84°23'42" E 10.05 feet to a point on the East Line of said easement; Thence along the East line of said easement S 00°08'07" W 214.91 feet to the South Line of said Lot 1; Thence along the South Line of said Lot 1 N 89°24'35" W 10.00 feet to a point on the projected West Line of said easement; Thence along the West Line of said easement

N 00°08'07" E 215.78 feet to the Point of Beginning.

Submitted by:

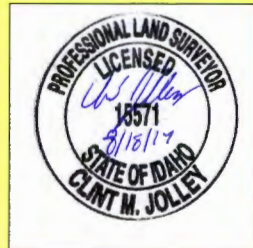
Eng/Survey Firm Name: _____

Contact Name: Clint Jolley

Phone Number: _____

Email: clintj@hileinc.com

PLS Seal:



Page ____ of ____

CITY OF IDAHO FALLS
BONNEVILLE COUNTY
NW 1/4NW 1/4 SEC. 33, T. 2 N., R. 38 E.B.M.



NW COR SEC 33
FOUND ALUMINUM CAP
C.P.&F. NO. 1215655

W 1/4 COR SEC 33
FOUND CITY OF I.F. MONUMENT
C.P.&F. NO. 49926

LEGEND

- SECTION CORNER CONTROL
- SURVEYED BOUNDARY LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- P.O.B. POINT OF BEGINNING
- VACATED AREA

ST. CLAIR ROAD

SUNNYSIDE ROAD

BLOCK 1
LOT 2
2.743 AC.

N 1/4 COR SEC 33
FOUND CITY OF I.F. MONUMENT
C.P.&F. NO. 1215653

P.O.B. VACATED EASEMENT 1

NOT VACATED
P.O.B. EASEMENT 2

10' P.U.E.
TO BE VACATED

EASEMENT DESCRIPTIONS

EASEMENT 1
PART OF AN EASEMENT RUNNING ALONG THE EASTERLY 10 FEET OF LOT 1, BLOCK 1, KJS SUNNYSIDE, DIVISION NO. 1, AN ADDITION TO THE CITY OF IDAHO FALLS, BEING IN THE NW1/4NW1/4 OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M., BONNEVILLE COUNTY, IDAHO DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE S 89°24'03" E 405.62 FEET ALONG THE SECTION LINE; THENCE S 00°08'07" W 72.01 FEET TO THE POINT OF BEGINNING AND A POINT ON THE WEST LINE OF SAID EASEMENT; THENCE S 89°24'03" E 10.00 FEET TO A POINT ON THE EAST LINE OF SAID EASEMENT; THENCE ALONG THE EAST LINE OF SAID EASEMENT S 00°08'07" W 53.61 FEET; THENCE N 79°39'16" W 10.16 FEET TO A POINT ON THE WEST LINE OF SAID EASEMENT; THENCE ALONG THE WEST LINE OF SAID EASEMENT N 00°08'07" E 51.89 FEET TO THE POINT OF BEGINNING.

ALSO:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE S 89°24'03" E 405.62 FEET ALONG THE SECTION LINE; THENCE S 00°08'07" W 136.79 FEET TO THE POINT OF BEGINNING AND A POINT ON THE WEST LINE OF SAID EASEMENT; THENCE S 84°23'42" E 10.05 FEET TO A POINT ON THE EAST LINE OF SAID EASEMENT; THENCE ALONG THE EAST LINE OF SAID EASEMENT S 00°08'07" W 214.91 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 N 89°24'35" W 10.00 FEET TO A POINT ON THE PROJECTED WEST LINE OF SAID EASEMENT; THENCE ALONG THE WEST LINE OF SAID EASEMENT N 00°08'07" E 215.78 FEET TO THE POINT OF BEGINNING.



DRAWN BY	DESIGN BY	CHECK BY
TD		CMJ
JOB NO:	2016-673	
DATE:	DECEMBER, 2016	
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 OF 1 SHEETS

LAND & DESIGN SURVEYING | MATERIALS TESTING
CIVIL & STRUCTURAL ENGINEERING | 3D SCANNING
HLINC.COM

985 N. Capital Avenue • Idaho Falls, Idaho 83405 • Phone: 208.524.0212 • Fax: 208.524.0229
800 W. Judicial Street • Blackfoot, Idaho 83221 • Phone: 208.785.2977 • Fax: 208.785.2990
460 Lincoln Street • American Falls, Idaho 83211 • Phone: 208.226.5764 • Fax: 208.226.5767



MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: August 24, 2017

RE: Agreement for Professional Services for Heritage Park Development

Mayor and Council:

The Parks and Recreation Department respectfully requests to enter into a Professional Services Agreement with Design Workshop, Inc. for the purposes of constructing the new Heritage Park for a "not-to-exceed" price of one hundred ninety seven thousand eight hundred and thirty nine dollars (\$197,839) for Tasks 1-5; a price of twenty-one thousand seven hundred thirty (\$21,730) dollars for Task 6 – Construction Administration; and a fixed "not-to-exceed" price of twenty-four thousand and three dollars (\$24,003) for reimbursables or as is more particularly described in Exhibit "B" to this Agreement. The attached Agreement has been reviewed and approved by the City Attorney.

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

Respectfully,

A handwritten signature in blue ink, appearing to read "G. Weitzel", is written over a light blue circular stamp.

Greg A Weitzel
Department of Parks and Recreation

cc: City Clerk
City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES FOR
HERITAGE PARK DESIGN DEVELOPMENT FOR THE
CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO HERITAGE PARK DESIGN DEVELOPMENT FOR THE CITY OF IDAHO FALLS, IDAHO (hereinafter "Agreement"), is made and entered into this ____ day of August, 2017, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Design Workshop, Inc., a Colorado Company, 120 E. Main Street, Aspen, Colorado 81611 (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, the acquisition of over fourteen (14) acres comprising Heritage Park was made possible by a land donation and strong commitments by private and non-profit partners; and

WHEREAS, the donation of Heritage Park is intended to showcase the natural, cultural, and historical heritage of Idaho Falls and the surrounding community; and

WHEREAS, the Park's wonderful location along the Snake River presents an opportunity to add significantly and meaningfully to the Idaho Falls parks system; and

WHEREAS, Heritage Park's development will play an important role in connecting children and families to nature while blending the richness of the area's culture; and

WHEREAS, the Park must be designed for longevity in the Intermountain West, understanding seasonality, highlighting the unique heritage of Idaho Falls and eastern Idaho, restoring the ecological value inherent in the location, and becoming a choice destination of the community members of all ages; and

WHEREAS, in order to effectuate such goals the City of Idaho Falls issued a Request for Qualifications and performed a selection based process whereas the consultant team led by the Design Workshop was chosen to complete the Scope of Work identified herein to design and develop construction documents and permitting required to develop Heritage Park;

WHEREAS, CITY wishes CONSULTANT to complete the Scope of Work, pursuant to this Agreement and for the compensation set out in this Agreement; and

NOW, THEREFORE, be it agreed that for and in consideration of the mutual covenants and promises between the parties hereto, that:

SECTION I: SCOPE OF WORK

A. TASKS provided by CONSULTANT, and its associates, shall be as follows and as are more particularly described in Exhibit "A" of this Agreement and made a part of this Agreement:

1. Task 1: Base Information. General objective is to produce all relevant base information necessary to prepare detailed construction drawings for the park.
 - a. Review and verify site survey; and
 - b. Prepare soils, geotechnical report, and rock surface profile.
2. Task 2: Schematic Design. The objective is to establish the final site plan for the park and establish the design intent for Phase 1 components to be furthered to Contract Documents.
 - a. Review all codes, current entitlements, conditions of approvals of property, the survey and geotechnical report, field-verify surveyed information, and study the site to become familiar with existing site conditions; and
 - b. Landscape Site Analysis: summarize major influences of the property that will shape landscape-based design decisions; and
 - c. Schematic Design: including hardscape, planting, grading, and specialty features integrating input of the CITY and CONSULTANT team; and
 - d. Civil Engineering: Specific tasks include
 - i. Site analysis plan and schematic design
 - ii. Park access, roads, and parking areas
 - iii. Water and wastewater
 - iv. Cable utilities
 - e. Electrical: In conjunction with Idaho Falls Power (“IFP”), CONSULTANT will create construction documents for the IFP design to locate a 12, 500 Volt underground distribution power line along the west boundary of the Heritage Park parking lot; and
 - f. Irrigation Master Plan: To create a master plan detailing preliminary site water concepts for the project; and
 - g. Cost Opinion: This is based upon the Schematic Design package and it is anticipated that CITY will provide assistance.
 - h. Schematic Design Presentation
3. Task 3: Site Plan Approvals.

General objective is to produce the relevant site plan information necessary to receive approval by utilizing the CITY site plan template by compiling the construction documents produced in Task 4 into a formal site plan submittal.

4. Task 4: Design Development and Construction Documents.

The objective for this phase of the work is to develop the detail of the proposed plan and to prepare final documentation drawings and specifications. Based on the City-approved Schematic Design Plan, the Design Workshop team will prepare Design Development and Construction Document Plans. For the Civil Engineering work, the Consultant team will include the development of a fifty percent (50%) Design Development.

- a. Electrical: The electrical raceway design planned during phase I will now be utilized for the installation of street lighting, parking lot lighting, pathway lighting, bridge lighting, electrical and lighting design for restrooms and lighting of the entry sign(s).
- b. Irrigation: The irrigation controller location, electrical power source location and water tap information (available pressure, meter requirements, etc.) will be documented as part of this scope.

5. Task 5: Bidding Support.

The objective for this phase of the project will be to provide support to CITY as they issue the drawings for bid, answer questions during bidding and review contractor submittals.

6. Task 6: Construction Observation.

The objective for this phase of the work is to provide observation of the construction process and ensure a high quality final product. The Design Workshop team will make periodic visits to the site to become familiar with the progress and quality of construction and to determine whether the construction of the work is proceeding in accordance with the design intent and contract documents.

B. TASKS provided by CITY:

The parties agree that CITY will provide access to the Project site and documents that may be necessary to assess the Project and estimate Project costs.

SECTION II:

A. Independent Contractor.

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

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.
2. The cost for CONSULTANTS' services for Project as described in Section I, Scope of Work, is a fixed "not-to-exceed" twenty-four thousand and three dollars (\$24,003) as is more particularly described in Exhibit "B" to this Agreement and is made part of this Agreement.
3. Payment is due upon receipt of CONSULTANT's statement(s).
4. CITY and CONSULTANT may mutually agree to re-allocate tasks, providing the fixed "not-to-exceed" price described in Section II.B.2. of this Agreement is unchanged.

C. Right to Use Images and Published Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use the results of the Project and its image(s), including any portion of its image(s). The use of image(s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs and functions. Image(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONSULTANT for use of such image(s).

Nothing in this section shall constrain CONSULTANT from using the PROJECT materials for other trainings or projects with other entities.

The parties acknowledge that any published materials or images received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 2 of Title 74 of the Idaho Code.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to CONSULTANT except as designated by this section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

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

C. Project Timeline.

CITY and CONSULTANT agree that the start date for this Project is August 24, 2017. The projected date of Project completion is October 1, 2018, unless adjusted by mutual agreement between the parties. CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including financial, operations, and other information necessary for Project.

D. Termination of Project.

If any portion of Project covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay CONSULTANT for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. CONSULTANT's Insurance.

In performance of professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONSULTANT's services.

F. CONSULTANT's Additional Insurance.

CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and CONSULTANT shall cause CITY to be named as an additional insured under said policy.

G. Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONSULTANT in the performance of professional services under this Agreement, to the extent that CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONSULTANT and CITY. CONSULTANT shall not be obligated to indemnify CITY for CITY's sole negligence.

H. Costs and Attorney Fees.

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

I. Jurisdiction and Venue.

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

J. Binding of Successors.

CITY and CONSULTANT each bind themselves, their partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partner, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement.

K. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning Project, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. CONSULTANT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express

authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

L. CITY's Representatives.

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

M. Conflict of Interest.

CONSULTANT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in Project which would conflict in any manner or degree with the performance of services hereunder. CONSULTANT further covenants that, in performing this Agreement, they will employ no person who has any such interest.

N. Ownership and Publication of Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain CONSULTANT from using Project Materials for other trainings or projects with other entities.

O. Non-discrimination.

CONSULTANT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical or mental handicap, gender identity/expression, sexual orientation, or national origin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

“CITY”
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

“CONSULTANTS”
Design Workshop, Inc.

By _____
Its: _____

STATE OF IDAHO)
) ss.
County of Bonneville)

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

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

Notary Public of Idaho
Residing at: _____

My Commission Expires: _____

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this _____ day of _____, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared _____, known or identified to me to be the _____ of Design Workshop, Inc., a Colorado Company, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said Design Workshop, Inc.

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

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

EXHIBIT “A”

SCOPE OF SERVICES

The following scope of services is for the design of Heritage Park. Tasks 1 & 2, are comprehensive and include the entire park, both access roads and parking. Tasks 3-6 will be prepared for Phase 1 of the proposed design which includes the following:

1. Site grading
2. Utilities
3. Electrical and conduits
4. Irrigation and pump station
5. Revegetation
6. 12' paved trail
7. Some foot paths
8. One paved entry road with curb and gutter and sidewalks
9. One paved parking lot with curb and gutter
10. Stormwater detention areas

TASK 1 | Base Information The general objective for this phase to produce all the relevant base information necessary to prepare detailed construction drawings for the park.

Task 1.1 Review and Verify Site Survey

We will review the site survey prepared by Badger Aerial Mapping to confirm utilities, contours and elevations, property boundaries, easements, vegetation, etc. are included. We will review Snake River Landing Master Storm Drainage Plan. The master plan identifies a storm pond located on the Heritage Park parcel and our team will review the pond storage requirements that need to be provided for Snake River Crossing and Heritage Park so that the volume of detention can be incorporated in the park plan. This survey is expected to include a legal description and boundary line for the area of Heritage Park.

Task 1.2 Prepare Soils, Geotechnical Report and Rock Surface Profile

This task will include: a detailed review of the mapped geology, review of all available aerial imagery, a site visit(s) to determine further field information to collect, determining the best locations to collect the information, and performing subsurface explorations. To complete the desired Rock Surface Profile, we are proposing to use a Ground Penetrating Radar (GPR) consultant to assist with the rock molding data.

Task 1 Deliverables:

Final Site Survey Review

Soils / Geology / Rock Profile Report

Task 2 | Schematic Design

The Schematic Design objective is to establish the final site plan for the park and establish the design intent for the phase 1 components to be furthered to Contract Documents. Specific tasks include:

Task 2.1 Review

Review all pertinent codes, current entitlements, and conditions of approval of the property, which may impact the site development concepts. Review the survey and geotechnical report, field-verify surveyed information, and study the site to become familiar with existing site conditions. Thoroughly review the Heritage Park Master Plan and the desired goals for the park. Attend a site visit to assess existing site conditions. Meet with City of Idaho Falls to review and develop design principles and site program. Define the roles and responsibility of the project team, schedule, phasing, funding, responsibility, Rotary Club support and water supply for irrigation and (Visit 1).

Task 2.2 Landscape Site Analysis

Prepare a Landscape Site Analysis, summarizing major influences of the property that will shape landscape-based design decisions. These influences include authority setbacks and boundaries, existing vegetation communities, specimen trees, as well as natural features, such as solar exposure and views to be enhanced and/or edited. This will be completed during Site Visit 1, (Task 2.1).

Task 2.3 Schematic Design

Prepare Schematic Design Plans, including hardscape, planting, grading and specialty features, integrating the input of the City and consultant team. Plans include a landscape plan and associated perspective renderings. Prepare image character boards to convey the landscape design intent and establish a common language. The proposal includes an initial schematic submission and one revision. We anticipate coordination with the city during the SD process.

Task 2.4 Civil Engineering

The Schematic Design will establish the final site plan for the park and identify Phase 1 components to be furthered to Contract Documents. Vehicle access points and roads, parking areas, stormwater detention areas, mass grading, and water and sewer service connections will be finalized horizontally. Enough work will be completed vertically to confirm that no conflicts exist, grading is feasible, and work extents remain within the park property boundaries. Specific tasks include:

Site Analysis Plan and Schematic Design

Provide input on site plan including Grading and Storm Drainage Management. Based upon the schematic grading we will calculate storm drainage detention required for the park and requirements based upon the Snake River Landing Master Storm Drainage Plan and identify required retention/detention volumes to be incorporated in the grading plan. The storm drainage plan will be subject to review and approval by the City of Idaho Falls. Includes earthwork volumes calculations.

Park Access, Roads, and Parking Areas

Provide technical engineering input on schematic and establish the final horizontal alignment geometry.

Water and Wastewater

Provide horizontal layouts to water and wastewater services for the future restroom facilities. Mainline connections will be coordinated with the City of Idaho Falls and line sizing and routing will be coordinated with Snake River Landing to ensure their future development needs are met.

Cable Utilities

Coordinate with Electrical to ensure there are no conflicts with water and wastewater services.

Task 2.5 Electrical

Working in conjunction with Idaho Falls Power, the consultant team will create the construction documents for the Idaho Falls Power design to locate a 12,500 Volt underground distribution power line along the west boundary of the Heritage Park parking lot. Idaho Falls Power will provide the design for the 46,000 Volt overhead transmission line that will also include co-located Rocky Mountain Power 12,500 Volt distribution power line. Idaho Falls Power will construct the new overhead facilities, install conductor, and make terminations in the underground facilities and demolish the existing overhead facilities. The heritage park construction team will be responsible to provide and install the underground raceway system, trenching, utility vaults, and backfill. The Heritage Park construction team will be responsible to install Idaho Falls Power provided bases and pads for transformer and sectionalizing switches

The consultant team will also provide electrical raceway design, and electrical engineering services to prepare the park to meet the requirements of the master plan. This will require a comprehensive understanding for all devices, structures, and exact locations requiring power. The most economical time to install these electrical raceways would be concurrently during the major earth moving effort.

This phase includes conduit for future power for irrigation controls, pathway lights, parking lot lights, the band shell, restrooms, shelters, lighting under the Sunnyside Bridge, over looks, viewpoints, the promontory, future transformers and panelboards for events and connections of primary power to Idaho Falls Power primary power structures on Snake River Parkway.

Task 2.6 Irrigation Master Plan

The water source is assumed to be non-potable supplied by an adjacent, existing body of water. The purpose of this task will be to provide a Master Plan detailing preliminary site water concepts for the project including: non-potable water source development irrigation pumping & distribution approach. Required infrastructure, capacity, electrical requirements, & locations will be outlined. Site landscape data will be verified and utilized to develop estimated site landscape water use estimates.

A comprehensive site irrigation water balance will be developed to determine estimate future annual water usage for the project site. Water use information will be organized to detail the following:

Summary of landscape types & quantities for the project site organized by area;

Project phase;

Peak season, monthly, & annual water use estimates for the project site itemized by plant type;

Water use estimates delineated by project phase or development schedule as communicated by the Design Team;

Format will facilitate the easy cross-reference of the above items.

The Master Plan will detail the site & irrigation water source type & location, site storage, pumping & filtration infrastructure, piped distribution, & phased implementation of specific infrastructure. Preliminary infrastructure locations, sizes, distribution mainline pipe control wire routing, as well as the controller location and power requirements, will be coordinated. Major pipe routing will be coordinated with the project Design Team.

An Engineer's Memorandum of Design will be developed to include a review of raw water withdrawals, pumping system, controls, and distribution piping throughout the park. The memorandum will include a Preliminary Opinion of Probable Estimated Costs for primary pieces of irrigation infrastructure.

Task 2.7 Cost Opinion

Prepare one (1) cost opinion based on the Schematic Design package for the project and for Phase 1 work. It is anticipated that the City of Idaho Falls will provide assistance with pricing for items intended to be conducted by the City.

Task 2.8 Schematic Design Presentation

Meet with City of Idaho Falls to review the Schematic Design (Visit 2).

Task 2 Deliverables:

Landscape site analysis plan

Site Analysis Plan at 1"= 20' scale.

Initial Schematic Landscape Design Package, including:

- a. Schematic Hardscape and Softscape Plans/Parking Lots/Road and Trail Network/Utilities
- b. Schematic Site Grading Plans
- c. Landscape Character Board, portraying the envisioned material and planting palette.
- d. Two (2) Perspectives or Three-Dimensioned Studies, illustrating the basic landscape intent.

Revised Schematic Landscape Design Package, including:

a. Schematic Hardscape and Softscape Plans/Parking Lots/Road and Trail Network/Utilities

b. Schematic Site Grading Plan

Schematic level construction budget for entire park and Phase 1

Electrical drawings and coordination

Irrigation master plan

Irrigation engineers report

Meetings:

One (1) City Kick-Off Meeting and Site Visit

One (1) City Initial Schematic Review

Task 2A | FEMA

Establish Base Flood Elevation (BFE)

The Heritage Park parcel lies within a FEMA flood zone designation of Zone A. These are areas of the 100-year flood where base flood elevations and flood hazard factors have not been determined, and flood inundation is only approximated. The Bonneville County Floodplain Administrator will likely require a certification that improvements on the parcel of more than one foot. This task includes cross sectional surveys of the Snake River and parcel and hydraulic modeling to determine the BFE, and analysis to confirm the BFE will not be increased by more than one foot. An initial part of this task will be a meeting with the Floodplain Administrator to confirm requirements. This task will run concurrently with the schematic Design Processes.

Task 3 | Site Plan Approvals

Site plan approvals will be conducted on a time and materials (T&M) basis. A fee estimate is for budgeting purposes only. We will not exceed the estimate without prior written authorization to do so.

The general objective for this phase is to produce the relevant site plan information necessary to receive approval by utilizing the City of Idaho Falls site plan template by compiling the construction documents produced in Task 4 into a formal site plan submittal.

Once the site plan has been reviewed and comments are received by the City's Community Development Services Department and all other pertinent City departments and divisions, consultant team will review comments received and re-submit site plan package for additional review and final approval. In addition, Consultant team will work with the City to acquire all environmental permitting needed to complete the project including 401/404 permit acquisition and flood/no-rise certification and other permits as required. We will support, provide documents and assistance, as is needed, to obtain FEMA and Storm Water final approvals.

Task 3 Deliverables:

Site Plan

Re-submittals, to produce Final Approved Site Plan

Permitting

Task 4 | Design Development and Construction Documents

The objective for this phase of the work is to develop the detail of the proposed plan and to prepare final documentation drawings and specifications. Based on the City-approved Schematic Design Plan, the Design Workshop team will prepare Design Development and Construction Document Plans.

For the Civil Engineering work, the Consultant team will include the development of a 50% Design Development. This work is a key component to ensure that the project layout and details are represented and understood by the development team. To complete this work, we will need to work closely with all stakeholders and the Idaho Public Works Department to provide a preliminary project designs that can be approved by the project team. This work will clearly illustrate the locations, size, elevations, and functions of all major project components. The Design Development plans, will be advanced to a 50% level of completion. Included with that advancement will include layouts, defined locations of project elements and horizontal / vertical alignments of:

- Access, Roads, parking lots, pathways, curb and gutter, walkways, trails, drive isles and associated elements

- Grading and drainage plans for the site

- Detailed designs to insure all ADA standards can be achieved

- Plan and profiles of water and sewer systems.

- Layout plans will be prepared identifying dimensions and key point coordinates for project layout.

- Cut and fill volume calculations

- Construction Estimate: An Engineer's Opinion of Probable Construction Cost (EOPC) will be prepared for site civil elements Preliminary cost estimates

- A preliminary SWPP Plan.

These 50% Construction Design Development Documents will be submitted to the City of Idaho Falls Public Works Department for completion of Design Development and Contract Documents. Jorgensen will be available to respond to questions regarding the 50% Design Development Documents however it is the responsibility of the city to complete construction documentation.

Construction drawings and specifications will be prepared including the following:

- Site Demolition and Tree and Landscape Protection Plan: Prepare site demolition plans illustrating existing areas that will be demolished or preserved. Develop tree protection plans illustrating trees and other plant materials to be protected during the construction.

- Site Materials Plan: Prepare plans, cross sections and elevations for vehicular pavements, pedestrian walks and/or site walls that are a part of the proposed landscape

development and not a part of building structures. This will include paths, walkways, parking lots, roadways and activity areas.

Site Layout Plans: Horizontal control plans locating hardscape improvements including roads, pavements, walls and other site elements, by City.

Site Grading and Drainage: Develop a detailed grading plan based on the landscape design for all areas of the park including contouring, retaining structures, swales, flow lines and drainage features. Indicate alignments, elevations, dimensions, materials and details for areas within the scope of work, by City.

Site Details: Prepare plans, cross sections and elevations for fencing, pedestrian pavements, entries and other site elements of the above-described landscape materials with information required for construction, installation, and finishing of landscape components of the project, in conjunction with City.

Tree, Shrub and Groundcover Planting Plans: Prepare planting plans for all landscape areas to illustrate planting composition, plant species, locations and sizes of major planting features. Special attention shall be given to ensure that views, solar orientation, erosion control, and snow storage are accommodated in the solution. Investigate plant availability.

Irrigation Plans: Prepare full engineered irrigation plans including a pump station, main lines and irrigation distribution. Anticipates utilizing water from the Snake River.

Technical Specifications: An initial draft and final technical specifications will be prepared. This scope assumes the Idaho Public Works Standard Specifications will be utilized adapted to the City of Idaho Falls Public Works preferences for infrastructure construction.

Stormwater Pollution Prevention Plan (SWPP), by City.

Construction Estimate: An Engineer's Opinion of Probable Construction Cost (EOPC) will be prepared. The City of Idaho Falls Public Works bid summaries maintained on the City's website will be referenced for historical cost data.

Three submittals are anticipated as part of phase three:

Design Development

50% Construction Documents. The Design Development plans, specifications, and estimates will be advanced to a 50% level of completion. Included with that advancement will be:

- Roadway horizontal alignments refinement and establish vertical alignments.

- Road, parking, and pathway structural sections will be shown in accordance with the Geotechnical Report recommendations.

- A layout plan will be prepared identifying dimensions and key point coordinates for project layout.

- Cut and fill volume calculations.

100% Construction Documents. The 50% Documents will be advanced to final documents.

Task 4.1 Electrical

The electrical raceway design planned during phase I will now be utilized for the installation of street lighting, parking lot lighting, pathway lighting, bridge lighting, electrical and lighting design for restrooms and lighting of the entry sign(s). While the major earthwork effort used a broad brush to get electricity to rough locations, Phase II will require a finer level of detailing to ensure the result shows purposeful placement. Includes:

Parking Lot Lighting Design

Pathway Lighting Design

(BE) Roadway Lighting Design in conjunction with City

Bridge, Restroom, and Entry Sign Lighting Design

Construction Administration

Electrical Rough-in inspections

The electrical raceway design planned during phase I and the site lighting and buildings installed in phase II will be further enhanced by adding feature lighting and convenience power for events. As Heritage stops, the promontory, the band shell, shelters, overlooks and platforms are added, power and lighting will be carefully added to be incorporated into the landscaping design to elevate the overall experience of Heritage Park. This phase will require the finest detail for the electrical design. Includes:

Band Shell Electrical and Lighting Design

Shelter Electrical and Lighting Design

Overlook, and Platform Electrical and Lighting Design

Construction Administration

The electrical raceway design planned during phase I and the site lighting and buildings installed in phase II will be further enhanced by adding feature lighting and convenience power for events. As Heritage stops, the promontory, the band shell, shelters, overlooks and platforms are added, power and lighting will be carefully added to be incorporated into the landscaping design to elevate the overall experience of Heritage Park. This phase will require the finest detail for the electrical design. Includes:

Band Shell Electrical and Lighting Design

Shelter Electrical and Lighting Design

Overlook, and Platform Electrical and Lighting Design

Construction Administration

Task 4.2 Irrigation

Irrigation Plan Design The irrigation controller location, electrical power source location and water tap information (available pressure, meter requirements, etc.) will be documented as part of this scope. Design will comply with City or local equipment specification and design standards, as applicable. Detailed irrigation design will include; sprinkler layout, mainline and lateral pipe routing and sizing, drip irrigation valves and diagrammatic routing of drip laterals and remote-control valve locations. Preparation of Irrigation details in the required format. Preparation of Irrigation specifications in CSI format.

Irrigation Pumping Station Design

This task will include CAD generated pre-fabricated pump station construction drawings and specifications for the irrigation pumping station prepared in the required project format. We will communicate with the project Design Team the required irrigation system annual, instantaneous peak, and peak daily and monthly water usage for river withdrawal requirements, as well as water quality and suction piping parameters. It is assumed that the irrigation wet well, mechanical equipment, & pump station will be in a pre-fabricated building adjacent to the site water source. The pump station construction documents will detail the wet well, building and access requirements, suction piping and intake screen in the pond, manifolds, pump, all valves and filtration required, pipe size and material, & all controls. All discharge piping, valves, and connections will be sized and shown. Building layout, space requirements, wall penetrations, & access requirements will be provided assuming a pre-fabricated pump station building meeting City code requirements. It is assumed that the geo-technical report will address structural slab requirements & building aesthetic design or custom architecture will be provided by others. HVAC and sump pumps will be engineered for the space and completely specified on the plans. Filtration for the irrigation system and stream feature will be detailed and call out on the construction documents. Coordinate with the project Electrical Engineer to provide equipment information, electrical loads, clearance requirements, etc. for inclusion in electrical design.

Not included in this scope-of-work: Building architectural and structural design, design of electrical service to pump station(s), electrical design inside pump station vault, pond design, pond aeration design, raw water turn-out structure design, water rights inventory/evaluation.

Task 4 Deliverables

The following deliverables will be provided at each submittal:

- L1 Series – General Information and Notes.
- L2 Series – Site Demolition and Tree Protection/Removal Plan at 1"=20' scale.
- L3 Series – Materials Plan at 1"=10' scale.
- L4 Series – Layout Plan at 1"=10' scale.
- L5 Series – Grading/Drainage Plan at 1" = 10' scale.
- L6 Series – Exterior Lighting at 1" = 10' scale.
- L7 Series – Details and reference sections, drawn at appropriate scales.
- L8 Series – Tree, Shrub and Groundcover Planting Plan at 1"=10' scale.

L9 Series – Irrigation Plan at 1”=20’ scale.

L10 Series – Planting Details, drawn at appropriate scales.

Construction Estimate and Schedule

Technical specifications for improvements described by the above listed drawings in standard CSI format. General Conditions, Special Requirements and Bidding Documents shall be provided by the City of Idaho Falls.

Electrical drawings and coordination

Task 5 | Bidding Support

The objective for this phase of the project will be to provide support to the City as they issue the drawings for bid, answer questions during bidding and review contractor submittals. Based on the City’s approval of Construction Documents, we shall assist the City and with reviewing bids. The specific tasks to be completed are as follows:

Participate in one (1) Pre-Bid meeting with bidders.

Support the City of Idaho Falls in the preparation of addenda to the Construction Documents.

Support the City of Idaho Falls in the response to related RFI’s.

Review Bid Documents to assure that there are no major errors or omissions.

Review substitutions and alternatives as requested by the bidders and make recommendations.

Task 5 Deliverables

One (1) Pre-Bid Meeting with Bidders

One (1) Addendum, if necessary

Task 6 | Construction Observation

The objective for this phase of the work is to provide observation of the construction process and ensure a high quality final product. The Design Workshop team will make periodic visits to the site to become familiar with the progress and quality of construction and to determine whether the construction of the work is proceeding in accordance with the design intent and contract documents.

During such visits and based on observations while at the site, the consultant will keep the City of Idaho Falls informed of the progress of construction. The specific tasks to be completed are as follows:

1. Attend a pre-construction meeting and two (2) construction observation meetings with contractor and his subcontractors. Provide construction observation reports for items designed by the consultant indicating the progress of the project, quality of construction, specific problem areas and state of completion. Civil engineer will attend three (3) construction observation meetings.

2. Respond to requests for clarifications, prepare and submit landscape architecture field orders. Review and approve shop drawings, samples, mock-ups, and other submissions of the contractor for compliance with construction documents.
3. Observe quality of workmanship of site related items, layout and installation of irrigation systems and specified coverage tests, location and quality of plant material, and landscape fine grading.

EXHIBIT “B”

FEE ESTIMATE

Fees Kick Off – Bidding

TASK 1 Base Information	\$11,665
Task 2 Schematic Design	\$36,869
Task 2A FEMA Flood Analysis	\$17,400
Task 3 Site Plan Approvals	\$8,360 (Budget, T&M)
Task 4 DD & CD	\$115,999
Task 5 Bidding Support	\$7,546
Fee Kick Off - Bidding	\$197,839

Fees

Task 6 Construction Observation	\$21,730
Construction Administration	\$21,730

Expenses

Travel Expense Budget	\$19,003
Printing Budget	\$5,000
Expenses	\$24,003

Travel and printing expenses are billed at cost.



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Mr Brad Cramer, Director

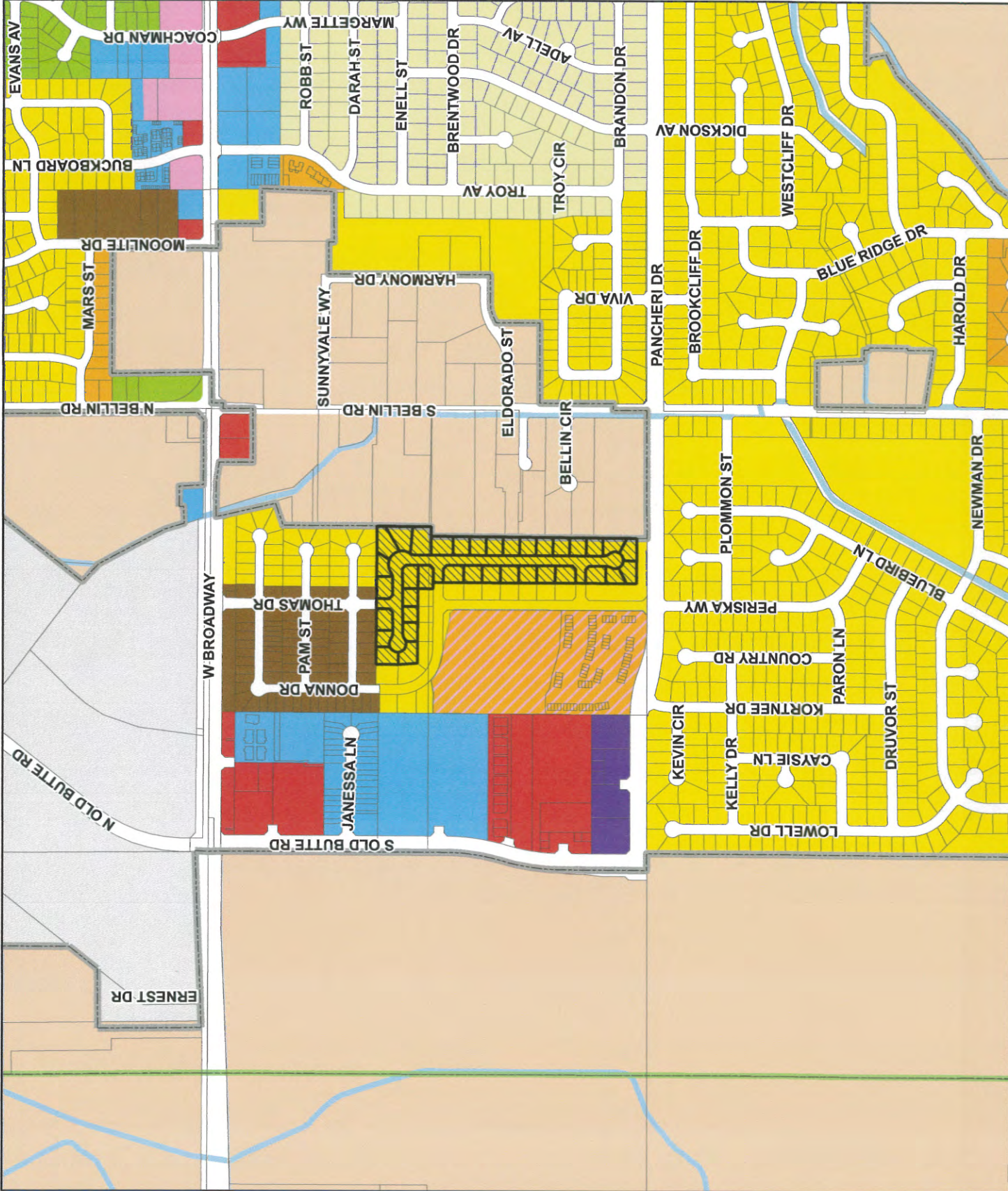
DATE: August 22, 2017

RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Division No. 2

Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Linden Trails Division No. 2. The Planning and Zoning Commission considered this items at its January 3, 2017 meeting and recommended approval. 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, January 3, 2017
- P&Z Commission Minutes, January 3, 2017
- Development Agreement
- Reasoned Statement of Relevant Criteria and Standards



Legend

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

IDAHO FALLS

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

N



W Broadway

S Old Butte Rd

Pancheri Dr

Constellation Dr

Janessa Ln

Donna Dr

Linda St

Pam St

Vesta St

Thomas Dr

Linda Cir

Pam Cir

Vesta Cir

Sunnyvale Way

Harmony Dr

Eldorado St

Meikle Ct

Bellin Cir

Viva Dr

Brandon Dr

Troy Ave

Moonlite Dr

Ernest Dr

Kevin Cir

Kelly Dr

Lowell Dr

Caysie Ln

Kortnee Dr

Country Rd

Periska Way

Plommon Cir

Plommon St

S Bellin Rd

Bluebird Ln

Appian Ct

Blue Canyon Dr

Blue Ridge Dr

Westcliff Dr

Brookcliff Dr

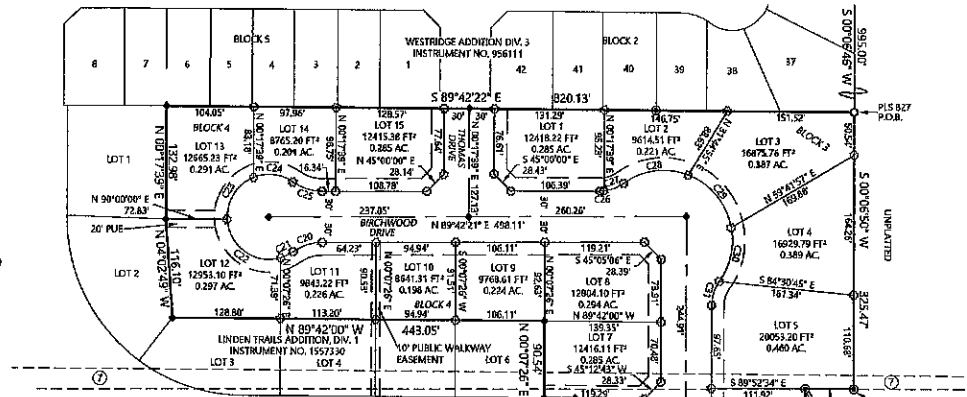
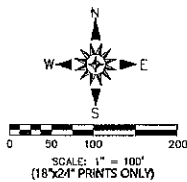
15
22
1/4 CORNER SECS. 15 & 22
FOUND 5/8" IRON ROD
CORN INST. NO. 864718
BY E.S. 4784 (TOM. E. COLL)

N 89°42'22" W
1935.53'

2629.05'

BASIS OF BEARINGS
CITY OF IDAHO FALLS CONTROL 2004

693.52'
15
22
23
CORNERS SECS. 14, 15, 22 & 23
FOUND 1/2" BRASS CAP
CORN INST. NO. 865518
BY P.E.L.S. 1488 (DONALD L. MECHAN)



LINDEN TRAILS ADDITION, DIVISION NO. 2

AN ADDITION TO THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
PART OF THE NE 1/4 OF SECTION 22, T. 2 N., R. 37 E., B.M.

BOUNDARY DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 22, BEING MARKED BY A BRASS CAP REFERENCED AS CORNER PERPETUATION AND PLUMB RECORD INSTRUMENT NO. 865818, FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION, MARKED BY A 5/8" IRON ROD IS 4734, AND REFERENCED AS CORNER PERPETUATION AND PLUMB RECORD INSTRUMENT NO. 864718, BEARS N 89°42'22" W 2629.05 FEET CITY OF IDAHO FALLS CONTROL 2004, THE BASIS OF BEARINGS FOR THIS DESCRIPTION:

THENCE N 89°42'22" W 693.52 FEET ALONG THE NORTH LINE OF SECTION 22 FROM THE NORTHEAST CORNER THEREOF;

THENCE S 00°06'46" W 995.00 FEET TO THE SOUTHWEST CORNER OF LOT 37 BLOCK 2 OF WESTRIDGE ADDITION, DIVISION NO. 3, RECORDED AS INSTRUMENT NUMBER 895811, BEING MARKED BY A 5/8" IRON ROD WITH CAP STAMPED PLS 827, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S 00°06'46" W 325.47 FEET TO A POINT MARKED BY A 1/2" IRON ROD WITH CAP STAMPED PLS 827;

THENCE N 89°53'10" W 57.63 FEET TO A POINT BEING MARKED BY A 1/2" IRON ROD WITH CAP STAMPED PLS 8252;

THENCE S 89°52'34" W 268.13 FEET TO A 5/8" IRON ROD WITH ALUMINUM CAP STAMPED PLS 12222, SAID POINT BEARING N 00°24'58" E 61.26 FEET FROM A 1/2" IRON ROD WITH CAP STAMPED PLS 8252;

THENCE N 89°52'34" W 268.13 FEET TO A 5/8" IRON ROD WITH ALUMINUM CAP STAMPED PLS 12222;

THENCE N 00°07'26" E 1220.09 FEET TO A 5/8" IRON ROD WITH ALUMINUM CAP STAMPED PLS 12222;

THENCE N 89°42'00" W 36.85 FEET TO A 5/8" IRON ROD WITH ALUMINUM CAP STAMPED PLS 12222;

THENCE N 00°07'26" E 69.54 FEET TO A 5/8" IRON ROD WITH ALUMINUM CAP STAMPED PLS 12222;

THENCE N 89°42'00" W 44.05 FEET TO A 5/8" IRON ROD WITH ALUMINUM CAP STAMPED PLS 12222;

THENCE N 00°02'49" W 116.10 FEET TO A 5/8" IRON ROD WITH ALUMINUM CAP STAMPED PLS 12222, SAID POINT BEING ON THE SOUTH BOUNDARY OF WESTRIDGE ADDITION, DIVISION NO. 3;

THENCE S 89°42'22" E 628.13 FEET ALONG SAID SOUTH BOUNDARY TO THE POINT OF BEGINNING.

CONTAINING 567,672.20 SQUARE FEET OR 13.018 ACRES, MORE OR LESS.

EXISTING EASEMENTS SHOWN HEREON

⑦ EXISTING (NO WIDTH DESCRIBED) PUBLIC UTILITY EASEMENT PURSUANT TO INSTRUMENT NO. 261938 (BOOK 17 OF LEASES AND CONTRACTS, PAGE 441) DATED APRIL 22, 1958

DEDICATED RIGHT OF WAY AREA

142,066.70 SQUARE FEET OR 3.261 ACRES, MORE OR LESS, IS CONTAINED WITHIN PUBLIC ROAD RIGHT OF WAY

LEGEND

- PLACED 5/8" X 24" IRON ROD WITH ALUMINUM CAP
- PLACED 5/8" X 24" IRON ROD WITH PLASTIC CAP STAMPED PLS 12222
- PLACED 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED PLS 12222
- CALCULATED POSITION - NOTHING ROUND OR PLACED
- FOUND 5/8" IRON ROD AS NOTED
- FOUND 1/2" IRON ROD AS NOTED
- SECTION CORNER CONTROL
- SECTION LINE
- LINDEN TRAILS, DIVISION NO. 1 BOUNDARY
- 15' PUBLIC UTILITY AND SIDEWALK EASEMENT UNLESS DESCRIBED OR DIMENSIONED OTHERWISE
- EXISTING EASEMENT AS NOTED
- CENTERLINE OF ROAD
- PUE PUBLIC UTILITY EASEMENT (WIDTH AS NOTED)

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C20	60.00'	36.75'	35°05'48"	N 72°07'27" E	36.19'
C21	50.00'	16.29'	18°35'55"	S 63°55'50" W	16.22'
C22	50.00'	60.34'	109°31'26"	S 54°57'52" E	78.54'
C23	50.00'	42.44'	71°12'59"	S 32°34'18" W	58.46'
C24	50.00'	49.27'	50°37'23"	S 89°52'34" E	67.39'
C25	60.00'	36.75'	35°05'48"	N 72°07'27" W	36.19'
C26	48.00'	4.71'	5°37'22"	N 86°54'40" E	4.71'
C27	48.00'	25.16'	30°01'42"	N 69°04'05" E	24.87'
C28	82.00'	61.24'	55°49'55"	S 52°29'10" W	78.04'
C29	82.00'	53.81'	58°33'40"	N 59°59'00" W	69.21'
C30	82.00'	65.59'	46°31'51"	N 12°42'39" E	64.77'
C31	48.00'	30.83'	35°50'58"	N 18°00'50" E	29.55'
C32	80.00'	42.13'	40°14'01"	N 19°59'34" W	41.27'
C33	50.00'	61.48'	75°53'02"	N 03°10'01" W	69.10'
C34	50.00'	52.75'	59°52'21"	N 63°42'43" E	49.90'
C35	50.00'	52.75'	59°52'21"	S 56°29'55" E	49.90'
C36	50.00'	48.69'	55°48'02"	N 01°25'15" E	48.79'
C37	60.00'	36.58'	29°11'56"	S 14°42'22" W	36.25'

SURVEYOR'S CERTIFICATE

I, SHANE C. REMER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS LINDEN TRAILS ADDITION, DIVISION NO. 2, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

SHANE C. REMER, P.L.S., 12222



SHEET
1 OF 2
SHEETS

DATE
07/12/07

PROJECT NO.
0118

REVISIONS

DRAWN BY
CHECKED BY
PROJECT NO.
DATE



CORNERSTONE GEOMATICS
A Professional Land Surveying Company
(208) 380-6543 • 1582 N. 775 E., Shelley, ID 83274 • shane@cornerstonegeomatics.org
www.cornerstonegeomatics.org

Commit to the land whatever you do, and we will establish your plans.

LINDEN TRAILS ADDITION,
DIVISION NO. 2
PART OF NE 1/4, SEC. 22, T. 2 N., R. 37 E., B.M.

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
Linden Trails, Division No. 2
January 3, 2017



Applicant: Connect Engineering

Location: Generally south of Broadway, west of S Bellin Rd., north of Pancheri Dr. and east of S Old Butte Rd.

Size: 13.044 acres

Single-family Lots: 36

Avg. Lot size: 11,821 sq ft

Existing Zoning:

Site: R-1

North: R-3 & R-1

South: R-1

East: County A-1

West: R-1

Existing Land Uses:

Site: Agricultural

North: Residential

South: Residential

East: Residential

West: Residential

Future Land Use Map:

Low Density Residential

Attachments:

1. Maps and aerial photos

Requested Action: To **recommend** to the Mayor and City Council approval of the final plat for Linden Trails, Division No. 2.

History: The Planning Commission recommended approval of this plat in a different configuration in September of this year. Since that recommendation was given the applicant needed to adjust the layout slightly in order to accommodate an existing overhead Rocky Mountain Power line. The applicant had hoped that the line could be moved to accommodate the proposed subdivision layout, but RMP has determined that won't be possible. The adjustment in layout will also cause the jog that was supposed to be in Periska Way to be moved to the east and will function more as a loop to connect with Thomas Drive on the north.

Staff Comments: The property was annexed and zoned R-1 in August of this year. The plat includes 36 single-family lots and will complete single family portion of this development. All of the proposed single family lots meet the minimum requirements of the R-1 Zone.

Main access to the development will come from Pancheri Drive on the south side. This second phase will make the connection between Periska Way and Thomas Drive on the north. The 10-foot path on the west side of Thomas Drive will also be extended to the west and then south along Periska Way to Pancheri providing a connection to existing and proposed pathways in the area.

The proposed development supports many Comprehensive Plan Policies as noted in this report.

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

Traffic Study:

The applicant completed a traffic study for the development. The study concluded that project traffic from the development will not cause any issues with excessive delay or queueing. The study recommended a right-turn lane at the Pancheri Drive access may be added. This will be determined by Public Works as they work through the design and construction of the subdivision. The City Engineer concurred with the findings of the study.

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.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Periska Way, Portions of Donna and Boxwood Drives – Residential Collector, all other rights-of-way local

**Comprehensive
Plan Policies:**

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

Walkways shall be provided from schools and parks to those portions of residential subdivisions in which homes back such facilities. By providing such facilities, children will have access to parks and schools without walking around residential blocks. (p.43)

Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street. Apartments and townhouses are located adjacent to arterial and collector streets for two reasons. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. If apartments and townhouses are located close to arterial streets, traffic from apartments will not move through neighborhoods. However, higher density housing should still be clustered: it should not be used to line arterial streets. (p.43)

Bikeways should tie residential neighborhoods to schools, shopping, and employment. Bikeways offer an alternative to the automobile and provide transportation facilities for those unable to drive, primarily the youth of the City. (p.43)

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.

issues out with the irrigation district. Jolley clarified that this plat does have access to Saratoga that is a public street.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Valencia Park Addition, Division No. 2, as presented, Josephson seconded the motion and it passed 5-2. Black and Swaney opposed the motion.

Black stated that she still cannot recommend this development as per her previous comments on the PUD.

Swaney stated that he is opposed due to the lack of any street markings on the plat as he believes that practice needs to change. Swaney stated that on this single plot plan they are more concerned with the easements than the layout of the roads and the layout of the plat and Swaney disagrees with that.

2. PLAT 16-039: FINAL PLAT. Linden Trails Division No. 2. Beutler presented the staff report.

Applicant:

Blake Jolley, Connect Engineering, 1150 Hollipark, Idaho Falls, Idaho. Jolley stood for questions.

Hicks asked why the same area is in 3 plats. Dixon indicated it is the order in which they will be developed to create the access as needed. Dixon stated that they brought the 3 pieces all together so they can develop the property as they desire without having to come back to the Commission. Dixon indicated that Division 1 and 2 will finish the single-family area, and Divisions 3 and 4 will complete the town home development. Beutler stated that Division 1 included the single family lots along Pariska and Donna and the 1st phase of the townhomes in the southern area next to Pancheri. Hicks asked if the primary access will be Pancheri. Beutler indicated that Pariska will be constructed as a residential collector to take traffic to Pancheri.

Swaney moved to recommend to the Mayor and City Council approval of the Final Plat for Linden Trails Division No. 2., Black seconded the motion and it passed unanimously.

3. PLAT 16-040: FINAL PLAT. Linden Trails Division No. 3. Beutler presented the staff report. Dixon stated that one picture in the staff notes shows Elmwood dead ending. Beutler stated that some of the ways to deal with emergency access into the development is to provide for an all-weather surface that the fire department or emergency officials can use to get into that development. Beutler stated that because there are over 30 units on some of the dead-end streets, the fire department will require a secondary access. Dixon asked if they will have bollards. Beutler stated that it will be asphalt surface to Pariska and then gated for emergency response situations. Dixon asked about the north side of Blackwood that has parking spaces and a hatched rectangle. Beutler indicated that the hatched areas on the drawings are the garages that are provided and it shows parking up against the garage. Beutler stated that it would constitute tandem parking, but the development is over parked, so they do not necessarily need to utilize tandem parking to meet the parking requirements.

Applicant:

Blake Jolley, Connect Engineering, 1150 Hollipark, Idaho Falls, Idaho. Jolley stood for questions. Dixon asked how they will prevent the emergency access from becoming a defacto street. Jolley indicated that they will require a gate with a knox box. Dixon asked if there would be an opening for pedestrians to get through. Jolley indicated there is an open area for pedestrians to walk through and utilize the path going north and south.

Cantu moved to recommend to the Mayor and City Council approval of the Final Plat for Linden Park Trails Division No. 3, Black seconded the motion and it passed unanimously.

4. PLAT 16-041: FINAL PLAT, Linden Trails Division No. 4. Beutler presented the staff report. Dixon asked about the dotted lines near the tot lot. Beutler deferred to applicant. Dixon commented about the private roadways being shown on the plat.

Applicant:

Blake Jolley, Connect Engineering, 1150 Hollipark Drive, Idaho Falls, Idaho. Jolley indicated that the odd shape that overlaps the tot lot is the outer boundary of the storm pond. Dixon asked if it will be shallow. Jolley indicated it will have a French drain in the bottom and will act as a bubble up catch basin and will spill into the pond. Jolley stated that the westerly edge will be the deep end of the pond so the tot lot will not have a lot of water near it. Jolley stated that the other dash line that runs through the park is an existing easement that is not shown and he will show that to the surveyor. Dixon asked what will preclude people from parking on Donna. Beutler indicated that they do want people to park on Donna.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Linden Park Trails Division No. 4, Denney seconded the motion and it passed unanimously.

Miscellaneous:

Nominating Committee for 2017 Officers. Morrison read the nomination report for the 2017 calendar year as follows:

Brent Dixon – Chairman

Margaret Wimborne – Vice-Chairman

Julie Foster- Treasurer/Secretary

Swaney moved to accept the nomination report prepared by the sub-committee, as read, for the calendar year 2017, and move that the report be enacted as the new officers for the calendar year 2017, Morrison seconded the and it passed unanimously.

Cramer asked the Commissioners to put on their calendar the Area of Impact Meeting for January 18, 2017 at 6:30.

Dixon stated that the last time he spoke with Doyle Beck, that Beck would be meeting to discuss having a proposal from the County. Dixon stated that looking more at what the State says, even though they went through the process of agreeing on the map, the State Statute is not being

DEVELOPMENT AGREEMENT
LINDEN TRAILS ADDITION SUBDIVISION NO. 2

This DEVELOPMENT AGREEMENT, LINDEN TRAILS ADDITION SUBDIVISION NO. 2, (hereinafter called "AGREEMENT"), is made this _____ day of August, 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 NEW EARTH DEVELOPMENT, INC., (hereinafter called "DEVELOPER"), P.O. Box 14856, Jackson, WY 83002.

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 – LINDEN TRAILS ADDITION SUBDIVISION NO. 2 PAGE 1 OF 11

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.

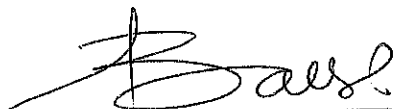
ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

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

DEVELOPER

By  _____
Ottilia Ballo, 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: _____

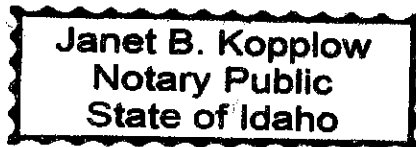
STATE OF IDAHO)
) ss:
County of Bonneville)

On this 4th day of August, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Ottilia Ballo, 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.

Janet Kopplow
Notary Public of Idaho
Residing at: Idaho Falls
My Commission Expires: 4/11/23

(Seal)



"EXHIBIT A"

Property Legal Description

**LINDEN TRAILS ADDITION, DIVISION NO. 2 – BOUNDARY
JANUARY 30, 2017**

Part of the northeast 1/4 of Section 22, Township 2 North, Range 37 East of the Boise Meridian, City of Idaho Falls, Bonneville County, Idaho, more particularly described as:

Commencing at the northeast corner of Section 22, being marked by a brass cap referenced as *Corner Perpetuation and Filing Record Instrument No. 805818*, from which the north 1/4 corner of said section, marked by a 5/8" iron rod LS 4734 and referenced as *Corner Perpetuation and Filing Record Instrument No. 904718*, bears N 89°42'22" W 2629.05 feet (City of Idaho Falls Control 2004), the basis of bearings for this description;

Thence N 89°42'22" W 693.52 feet along the north line of Section 22 from the northeast corner thereof;

Thence S 00°06'50" W 995.00 feet to the southeast corner of Lot 37 Block 2 of *Westridge Addition, Division No. 3*, recorded as *Instrument Number 0956111*, being marked by a 5/8" iron rod with cap stamped PLS 827, said point being the POINT OF BEGINNING;

Thence S 00°06'46" W 325.47 feet to a point being marked by a 1/2" iron rod with cap stamped PLS 827;

Thence N 89°53'10" W 57.83 feet to a point being marked by a 1/2" iron rod with cap stamped PLS 8252;

Thence S 00°24'58" W 1232.98 feet to a 5/8" iron rod with aluminum cap stamped PLS 12222, said point bearing N 00°24'58" E 61.28 feet from a 1/2" iron rod with cap stamped PLS 8252;

Thence N 89°52'34" W 268.13 feet to a 5/8" iron rod with aluminum cap stamped PLS 12222;

Thence N 00°07'26" E 1220.09 feet to a 5/8" iron rod with aluminum cap stamped PLS 12222;

Thence N 89°42'00" W 36.85 feet to a 5/8" iron rod with aluminum cap stamped PLS 12222;

Thence N 00°07'26" E 90.54 feet to a 5/8" iron rod with aluminum cap stamped PLS 12222;

Thence N 89°42'00" W 443.05 feet to a 5/8" iron rod with aluminum cap stamped PLS 12222;

Thence N 04°02'49" W 116.10 feet to a 5/8" iron rod with aluminum cap stamped PLS 12222;

Thence N 00°17'39" E 132.98 feet to a 5/8" iron rod with aluminum cap stamped PLS 12222, said point being on the south boundary of *Westridge Addition, Division No. 3*;

Thence S 89°42'22" E 820.13 feet along said south boundary to the POINT OF BEGINNING.

Containing 567,072.20 square feet or 13.018 acres, more or less.

EXHIBIT "B"

SPECIAL CONDITIONS FOR LINDEN TRAILS ADDITION DIVISION NO. 2

S-C 1.00. Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Seven Thousand Two Hundred Dollars (\$7,200) (36 lots R-1 at \$200 per lot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 720.00
December 1, 2017	\$ 1,620.00
March 1, 2018	\$ 1,620.00
June 1, 2018	\$ 1,620.00
September 1, 2018	\$ 1,620.00
TOTAL	\$7,200.00

S-C 2.00. Surface Drainage Fees. The surface drainage fee for this Subdivision is Three Thousand One Hundred Eighty-Seven Dollars and 61/100 (\$3,187.61) (425,015 square feet net area at \$.0075 per square foot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 318.76
December 1, 2017	\$ 717.21
March 1, 2018	\$ 717.21
June 1, 2018	\$ 717.21
September 1, 2018	\$ 717.22
TOTAL	\$ 3,187.61

S-C 3.00 Storm Drainage. Storm Drainage will be designed and constructed to accommodate drainage of the roads and lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY Storm Drainage policy.

S-C 4.00 Participation in Arterial Street Section and Connections. The Development Agreement for Linden Trails Division No. 1 defined the participation in the Arterial Street costs and the temporary right turn lane to be constructed on Pancheri Drive. This Subdivision will be subject to the accepted completion of the Special Conditions 6.00 and 7.00 of the Development Agreement of Linden Trails Addition, Division No. 1.

S.C. 5.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY Right-of-Way, DEVELOPER will coordinate such activities with the applicable owner, e.g. poles owned by PacifiCorp dba Rocky Mountain Power. Any existing electrical infrastructure owned by PacifiCorp dba Rocky Mountain Power will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out is to be initiated by DEVELOPER only after annexation.

S.C. 6.00 Thomas Drive Pathway Extension. The ten (10') foot wide shared use pathway along Thomas Drive to the north of this development shall be extended through this Subdivision.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF LINDEN TRAILS DIVISION NO 2 LOCATED GENERALLY SOUTH OF BROADWAY, WEST OF S BELLIN RD., NORTH OF PANCHERI DR. AND EAST OF S OLD BUTTE RD.

WHEREAS, the applicant filed an application for a final plat on December 6, 2016; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on January 3, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 24, 2017 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 13.044 acre parcel located generally south of Broadway, west of S Bellin Rd., north of Pancheri Dr. and east of S Old Butte Road.
3. The subdivision includes 36 single-family lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R-1 Zone.
5. The proposed development complies with and supports many principles of the Comprehensive Plan.
6. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Linden Trails, Division No. 2.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: August 22, 2017

















RE: Annexation, Initial Zoning of R-1, Annexation & Zoning Ordinances, Reasoned Statement of Relevant Criteria & Standards, M&B: Approx. 14.113 Acres Section 31, T 3N, R 38E

Attached is the application for Annexation Initial Zoning of R-1, and Reasoned Statement of Relevant Criteria and Standards, M&B: Approx. 14.113 Acres Section 31, T 3N, R 38E. This is a Category "A" Annexation. The Planning and Zoning Commission considered this item at its February 7, 2017 meeting and recommended approval. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

- Vicinity Map
- Aerial Photo
- Comprehensive Plan Map
- Staff Report, February 7, 2017
- P&Z Minutes, February 7, 2017
- Annexation Ordinance
- Zoning Ordinance
- Reasoned Statement of Relevant Criteria and Standards

Legend

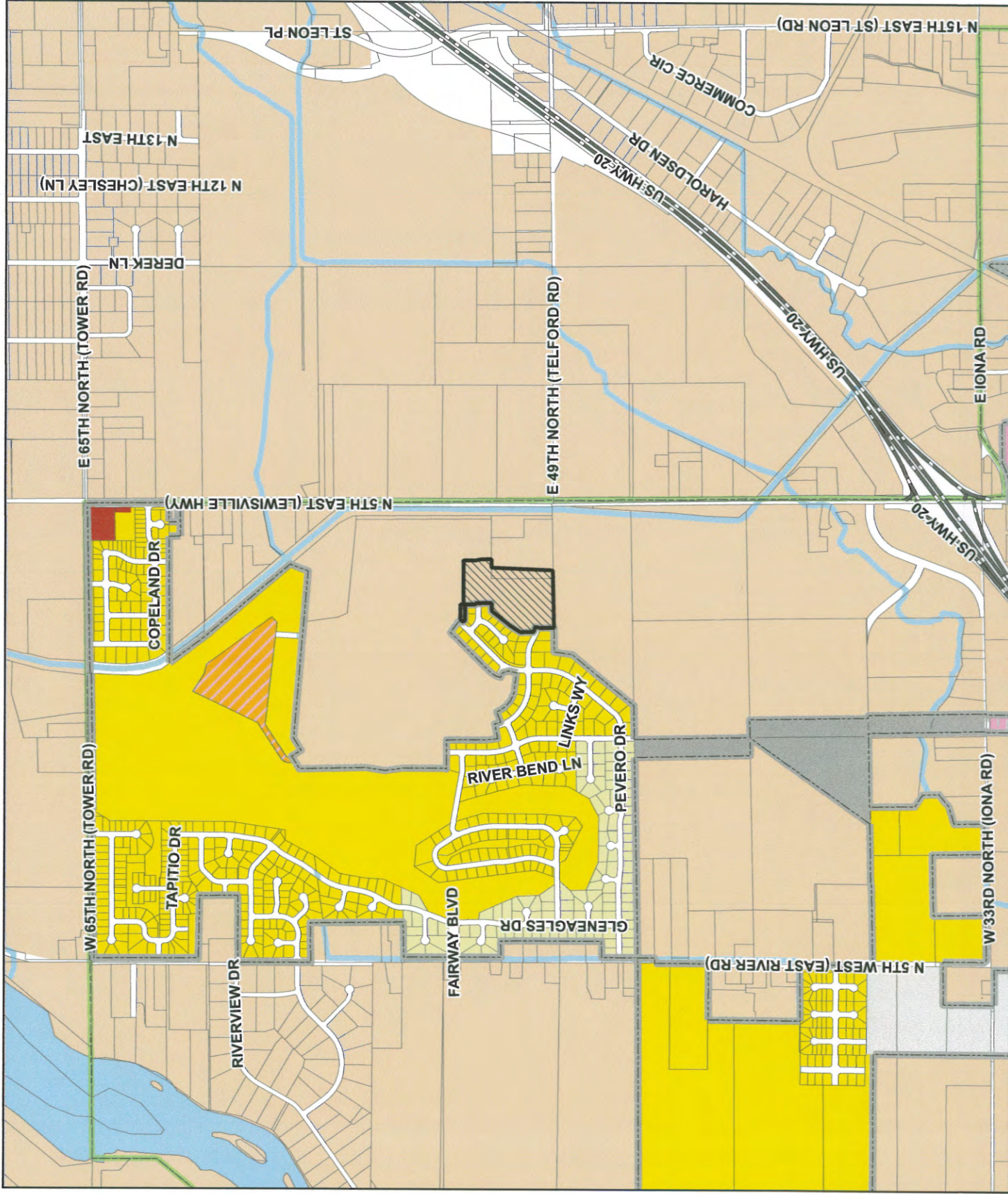
-  Site
-  RP
-  RP-A
-  R-1
-  R-2
-  R2A
-  R-3
-  R-3A
-  PB
-  MS
-  RSC-1
-  C-1
-  HC-1
-  CC-1
-  GC-1
-  R&D-1
-  M-1
-  I&M-1
-  I&M-2
-  RMH
-  PT-1
-  PT-2
-  PT-2 & T-1
-  PUD
-  T-1
-  T-2
-  30' Setback
-  50' Setback
-  City Limits
-  Area of Impact

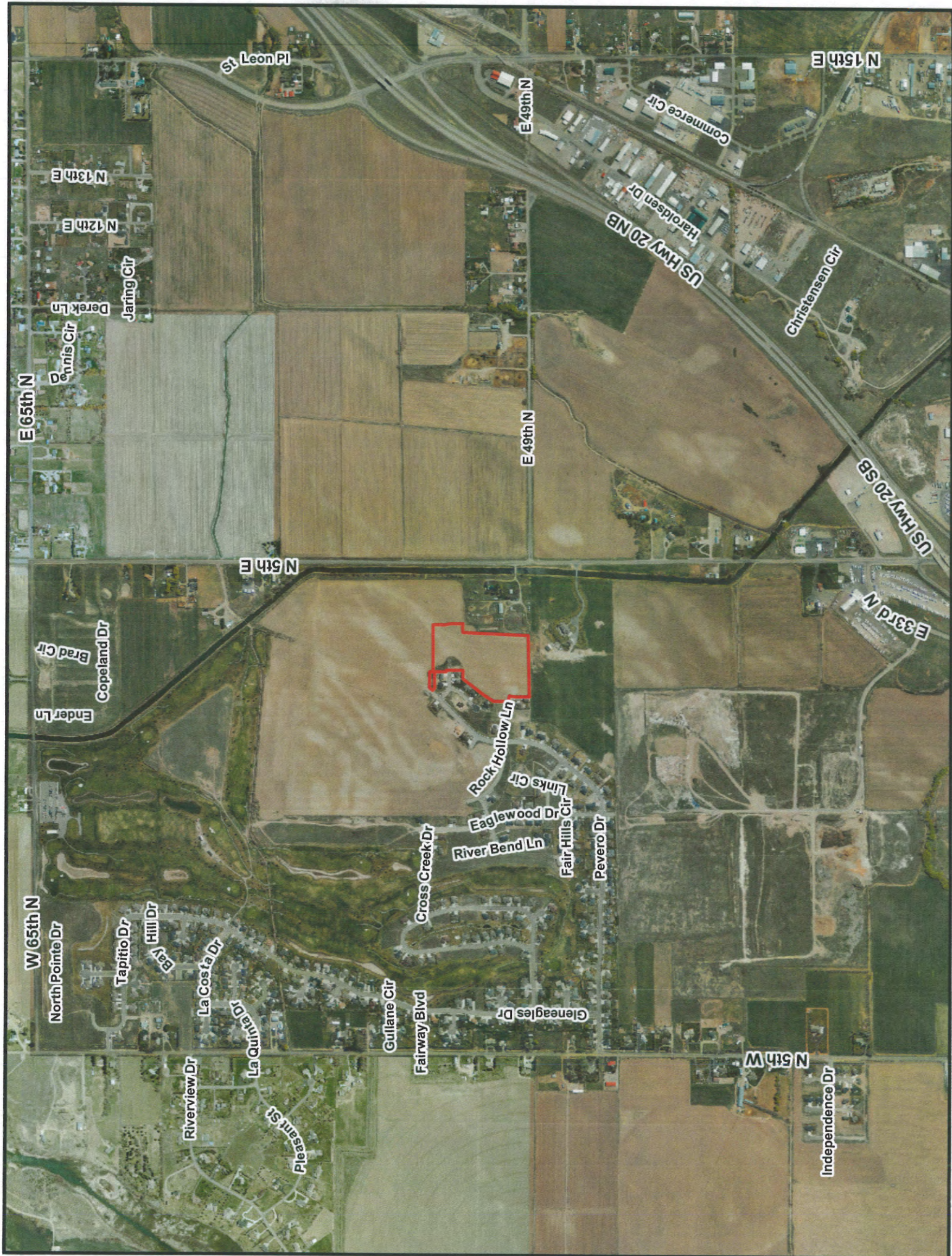
IDAHO FALLS

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



1" = 1,500'





St Leon Pl

N 15th E

E 49th N

Commerce Cir

Christensen Cir

US Hwy 20 NB

US Hwy 20 SB

E 33rd N

E 49th N

N 5th E

E 65th N

N 13th E

N 12th E

Jaring Cir
Derek Ln
Dennis Cir

Brad Cir
Copeland Dr
Ender Ln

W 65th N

North Pointe Dr

Tapatio Dr

Hill Dr

La Costa Dr

La Quina Dr

Riverview Dr

Pleasant St

Gullane Cir

Fairway Blvd

Cross Creek Dr

River Bend Ln

Eaglewood Dr

Links Cir

Fair Hills Cir

Pevero Dr











Gleneagles Dr

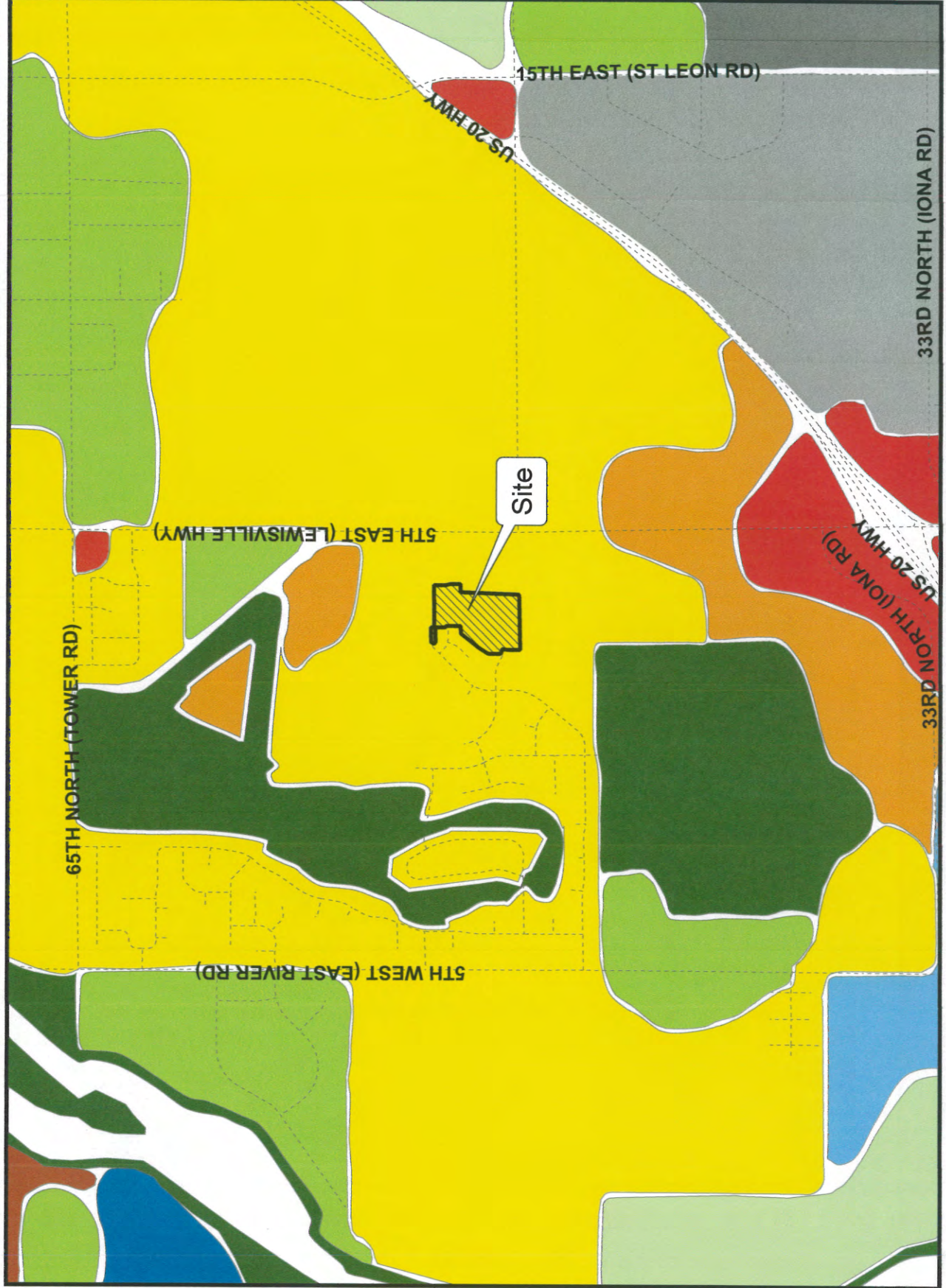
N 5th W

Independence Dr

Annexation & Initial Zoning

M&B: Approx. 13.921 Acres Section 31, T 3N, R 38E

	Estate		Commercial		Higher Education Centers		Railroad-related industrial
	Low Density		Employment Centers		Planned Transition		
	Higher Density		Medical Services Center		Highway-related industrial		



Comprehensive
Plan

IDAHO FALLS

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



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

ANNEXATION AND INITIAL ZONING OF R-1

Section 31, T3N, R38E (Fairway Estates)

February 7, 2017



Community
Development
Services

Applicant: HLE

Location: Generally south of E 65th N, west of N 5th E, north of E 49th N extended and east of N 5th W.

Size: 13.921 acres

Existing Zoning:

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

Proposed Zoning: R-1

Existing Land Uses:

Site: Agricultural
North: Agricultural
South: Residential
East: Residential
West: Residential

Future Land Use Map:

Low Density Residential

Attachments:

1. Maps and aerial photos

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

Staff Comments: This area is part of the master plan that was approved for Fairway Estates in 2005. The applicant is requesting annexation to continue with two more phases of the development.

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

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

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

**Comprehensive
Plan Policies:**

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

Zoning Ordinance:

10-3-10: R-1 RESIDENCE ZONE

(A) General Objectives and Characteristics.

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

(B) Use Requirements.

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

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

(C) Area Requirements.

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

(D) Width Requirements.

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

(E) Location of Buildings and Structures.

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

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

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

(F) Height Requirements.

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

(G) Size of Building.

No requirement.

(H) Lot Coverage.

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



February 7, 2017

7:00 p.m.

Planning Department
Council Chambers

MEMBERS PRESENT: Commissioners, Margaret Wimborne Natalie Black, George Morrison, Arnold Cantu, George Swaney, Gene Hicks, Lindsey Romankiw, Darren Josephson.

MEMBERS ABSENT: Joanne Denney, Brent Dixon.

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

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

CHANGES TO AGENDA: None.

Minutes: Morrison moved to approve the minutes for January 3, 2017, Black seconded the motion and it passed unanimously.

Public Hearings:

1. ANNEX 17-001: ANNEXATION/INITIAL ZONING OF R-1. (Fairway Estates). Beutler presented the staff report, a part of the record.

Wimborne opened the public hearing.

Applicant: Kevin Alcott, 533 W 2600 S., Suite 275, Bountiful, UT. Alcott stated that staff covered the application and stood for questions from the Commission. Josephson asked if there will be a bridge off Fairway Blvd, and will that be part of the development now. Alcott stated that in the future there will be a bridge, but it is further north from this current application.

No one appeared in support or opposition.

Wimborne closed the public hearing.

Morrison moved to recommend to the Mayor and City Council approval of the Annexation with Initial Zoning of R-1 for Fairway Estates as presented, Josephson seconded the motion and it passed unanimously.

2. PLAT 17-001: PRELIMINARY PLAT. Fairway Estates, Division 21 & 22. Beutler presented the staff report, a part of the record. Wimborne clarified that the Commission is approving the red section which is a revision to the plat. Hicks asked if the two open sections are unplanned sections. Beutler stated that in the master plan those sections will be large lots for higher density residential development. Hicks asked if there are any supporting businesses in the area. Beutler indicated that currently there are no businesses in the area. Hicks asked if there is

ORDINANCE NO. _____

AN ORDINANCE ANNEXING APPROXIMATELY 13.542 ACRES LOCATED GENERALLY SOUTH OF E 65TH N, WEST OF N 5TH E, NORTH OF E 49TH N EXTENDED AND EAST OF N 5TH W TO THE CITY OF IDAHO FALLS AS DESCRIBED IN EXHIBIT A; AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall without exceptions or conditional exceptions contained in Idaho Code Section 50-222; and
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

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

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

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

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

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

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

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

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

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

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

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance

ORDINANCE – FAIRWAY ESTATES DIV. 21 - ANNEXATION PAGE 2 OF 4

should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2017.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE ANNEXING APPROXIMATELY 13.542 ACRES LOCATED GENERALLY SOUTH OF E 65TH N, WEST OF N 5TH E, NORTH OF E 49TH N EXTENDED AND EAST OF N 5TH W TO THE CITY OF IDAHO FALLS AS DESCRIBED IN EXHIBIT A; AMENDING THE CITY MAP; AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Part of the SE1/4 of Section 31, Township 3 North, Range 38 East, B.M., Bonneville County, Idaho, described as;

Commencing at the SE corner of said Section 31, a brass cap, C.P. & F. Instrument No. 1081353; Thence S 88°43'16" W 747.89 feet along the section line to the Point of Beginning; Thence S 88°43'16" W 643.62 feet along said section line to the East Boundary of Fairway Estates, Division No.16, Instrument No.1226379; Thence along said Easterly boundary the following Thirteen (13) courses: 1) N 00°19'17" W 152.18 feet to a point on the Southerly Right of Way of Rock Hollow Lane; 2) Thence N 10°09'43" E 60.00 feet to a point of curve on the Northerly Right of Way of Rock Hollow Lane; 3) Thence Northwesterly 59.90 feet along said curve to the right, Curve Data (Radius = 241.57 feet, Delta = 14°12'26") Chord Bears N 72°37'21" W 59.75 feet; 4) Thence N 00°18'50" W 147.07 feet; 5) Thence N 31°41'54" E 129.94 feet; 6) Thence N 37°38'49" E 269.95 feet; 7) Thence N 89°39'46" E 90.03 feet; 8) Thence N 00°19'11" W 179.97 feet; 9) Thence S 89°44'17" W 14.98 feet; 10) Thence N 00°18'37" W 119.95 feet; 11) Thence S 89°43'27" W 173.75 feet; 12) Thence N 48°50'25" W 29.92 feet to a point of curve on the Easterly Right of Way of Pevero Drive; 13) Thence Northeasterly 42.83 feet along said curve to the right, Curve Data (Radius = 725.14 feet, Delta = 03°23'03") Chord Bears N 39°05'56" E 42.82 feet; Thence S 52°52'32" E 5.03 feet; Thence N 37°02'57" E 3.84 feet; Thence N 89°44'34" E 162.67 feet; Thence S 00°18'37" E 52.85 feet; Thence N 89°41'23" E 480.00 feet; Thence S 00°18'37" E 180.00 feet; Thence S 89°41'23" W 30.04 feet; Thence S 00°18'37" E 118.99 feet to a point on the North line of Deed Instrument No. 1488147; Thence along said Deed Instrument No. 1488147 the following Two (2) courses; 1) S 89°40'33" W 40.21 feet; 2) Thence S 02°11'23" W 690.20 feet to the Point of Beginning.

Parcel contains 13.542 acres, more or less.

Submitted by:

Eng/Survey Firm Name: HLE

Contact Name: Clint Jolley

Phone Number: 208-524-0212

Email: clintj@hleinc.com

PLS Seal:

Page ____ of ____

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF PROPERTY LOCATED GENERALLY SOUTH OF E 65TH N, WEST OF N 5TH E, NORTH OF E 49TH N EXTENDED AND EAST OF N 5TH W.

WHEREAS, the applicant filed an application for annexation and initial zoning of RP-A on January 3, 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on February 7, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on August 24, 2017

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Idaho Falls City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 14.113 acre parcel located generally south of E 65th N, west of N 5th E, north of E 49th N extended and east of N 5th W.
3. The Comprehensive Plan designates this area as Low Density Residential.
4. The application is a Category "A" annexation with the property owner requesting incorporation into the City.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the annexation for property located generally south of E 65th N, west of N 5th E, north of E 49th N extended and east of N 5th W.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 13.542 ACRES, DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on February 7, 2017, and recommended approval of zoning the subject property to R-1; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on August 24, 2017.

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

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the lands described in Exhibit A.

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

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2017.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 13.542 ACRES, DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Part of the SE1/4 of Section 31, Township 3 North, Range 38 East, B.M., Bonneville County, Idaho, described as;

Commencing at the SE corner of said Section 31, a brass cap, C.P. & F. Instrument No. 1081353; Thence S 88°43'16" W 747.89 feet along the section line to the Point of Beginning; Thence S 88°43'16" W 643.62 feet along said section line to the East Boundary of Fairway Estates, Division No.16, Instrument No.1226379; Thence along said Easterly boundary the following Thirteen (13) courses: 1) N 00°19'17" W 152.18 feet to a point on the Southerly Right of Way of Rock Hollow Lane; 2) Thence N 10°09'43" E 60.00 feet to a point of curve on the Northerly Right of Way of Rock Hollow Lane; 3) Thence Northwesterly 59.90 feet along said curve to the right, Curve Data (Radius = 241.57 feet, Delta = 14°12'26") Chord Bears N 72°37'21" W 59.75 feet; 4) Thence N 00°18'50" W 147.07 feet; 5) Thence N 31°41'54" E 129.94 feet; 6) Thence N 37°38'49" E 269.95 feet; 7) Thence N 89°39'46" E 90.03 feet; 8) Thence N 00°19'11" W 179.97 feet; 9) Thence S 89°44'17" W 14.98 feet; 10) Thence N 00°18'37" W 119.95 feet; 11) Thence S 89°43'27" W 173.75 feet; 12) Thence N 48°50'25" W 29.92 feet to a point of curve on the Easterly Right of Way of Pevero Drive; 13) Thence Northeasterly 42.83 feet along said curve to the right, Curve Data (Radius = 725.14 feet, Delta = 03°23'03") Chord Bears N 39°05'56" E 42.82 feet; Thence S 52°52'32" E 5.03 feet; Thence N 37°02'57" E 3.84 feet; Thence N 89°44'34" E 162.67 feet; Thence S 00°18'37" E 52.85 feet; Thence N 89°41'23" E 480.00 feet; Thence S 00°18'37" E 180.00 feet; Thence S 89°41'23" W 30.04 feet; Thence S 00°18'37" E 118.99 feet to a point on the North line of Deed Instrument No. 1488147; Thence along said Deed Instrument No. 1488147 the following Two (2) courses; 1) S 89°40'33" W 40.21 feet; 2) Thence S 02°11'23" W 690.20 feet to the Point of Beginning.

Parcel contains 13.542 acres, more or less.

Submitted by:

Eng/Survey Firm Name: HLE

Contact Name: Clint Jolley

Phone Number: 208-524-0212

Email: clintj@hleinc.com

PLS Seal:

Page ____ of ____

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF R-1 OF PROPERTY LOCATED GENERALLY SOUTH OF E 65TH N, WEST OF N 5TH E, NORTH OF E 49TH N EXTENDED AND EAST OF N 5TH W.

WHEREAS, the applicant filed an application for annexation and initial zoning of R-1 on January 3, 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on February 7, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on August 24, 2017

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

I. RELEVANT CRITERIA AND STANDARDS

1. The Idaho Falls City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 14.113 acre parcel located generally south of E 65th N, west of N 5th E, north of E 49th N extended and east of N 5th W.
3. This is a Category "A" annexation in which the property owner is requesting incorporation into the City.
4. The Comprehensive Plan designates this area as Low Density Residential.
5. The proposed R-1 Zone is consistent with the principles and policies of Comprehensive Plan designation.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of RP-A for property located generally south of E 65th N, west of N 5th E, north of E 49th N extended and east of N 5th W.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Mr Brad Cramer, Director

DATE: August 22, 2017

RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 21

Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Fairway Estates Division No. 21. The Planning and Zoning Commission considered this items at its July 11, 2017 meeting and recommended approval. 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 Commission Minutes, July 11, 2017
- Development Agreement
- Reasoned Statement of Relevant Criteria and Standards

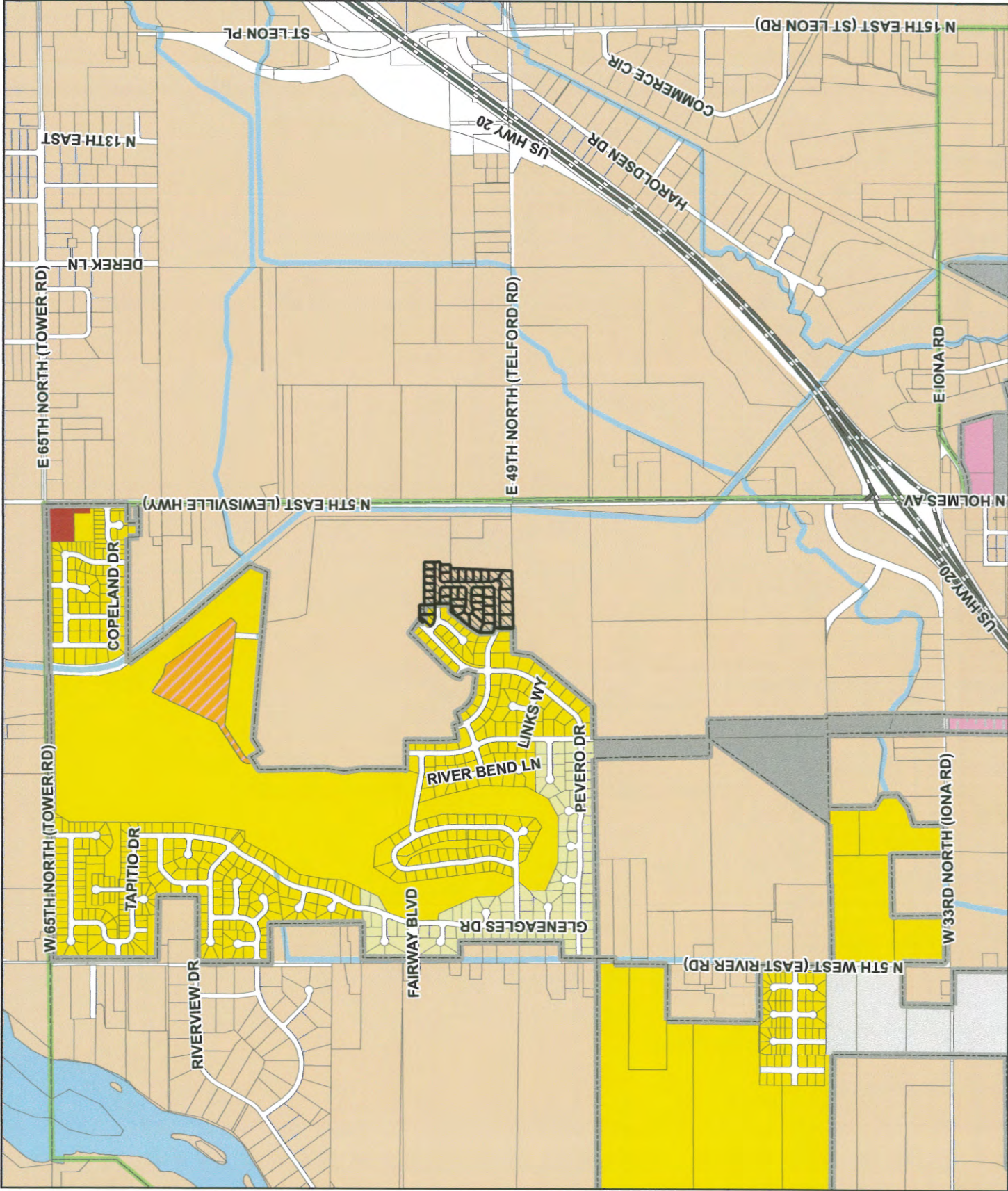
Legend

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

IDAHO FALLS

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

1" = 1,500'





Links Way

Rock Hollow Ln

Cypress Ck

Pevero Dr

Rock Hill Cir

Rock Hill Ln

N 5th E

E 49th N

DIVISION NO. 21,
AND A REPLAT OF LOTS 2 AND 3, BLOCK 18,
FAIRWAY ESTATES, DIVISION 16,
AN ADDITION TO THE CITY OF IDAHO FALLS,
AND IN THE SE 1/4 OF SECTION 31, T3N, R38 E1B
AND --- BONNEVILLE COUNTY, IDAHO

PART OF THE SE1/4 OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 38 EAST, E1M., BONNEVILLE COUNTY, IDAHO,
DESCRIBED AS:

[illegible]

PARCEL CONTAINS 14.116 ACRES, MORE OR LESS.

QUINT M. JOLLEY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS FAIRWAY ESTATES, DIVISION NO. 21, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

01. S. 15571

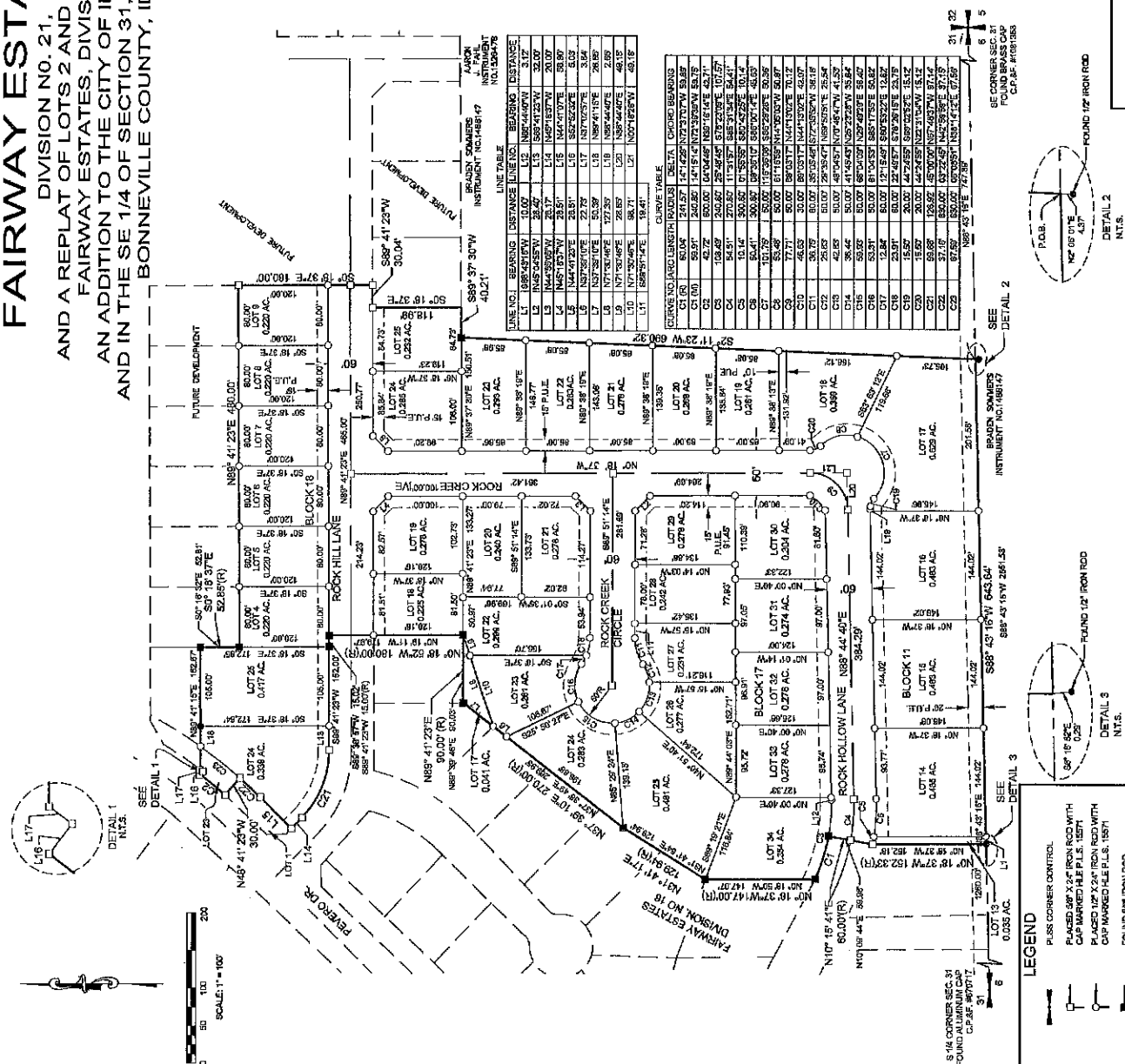
BASIS OF BEARINGS
CITY OF IDAHO FALLS 2004 CONTROL



**LAND & DESIGN SURVEYING | MATERIALS TESTING
CIVIL & STRUCTURAL ENGINEERING | 3D SCANNING**

PHENIX.COM

985 N. Capital Avenue - Idaho Falls, Idaho 83405 • Phone: 208.534.0212 • Fax: 208.524.0229
860 W. Tudal Street • Blackfoot, Idaho 83221 • Phone: 208.785.2977 • Fax: 208.785.2960
400 Lincoln Street • American Falls, Idaho 83211 • Phone: 208.276.5757 • Fax: 208.224.5757



NOTE:

PUBLIC RIGHT-OF-WAY DEDICATION = 2.725 TOTAL ACRES.

PUBLIC UTILITY EASEMENT (P.U.E.)

POINT OF BEGINNING

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
Fairway Estates Division 21
July 11, 2017



Community
Development
Services

Applicant: HLE

Location: Generally south of E 65th N, west of N 5th E, north of E 49th N extended and east of N 5th W

Size: 14.116 acres

Single-family Lots: 37

Unbuildable Lots: 3

Net Density: 3.28

Average Lot Size: 12,401 sq ft

Existing Zoning:

Site: Proposed R-1

North: County A-1

South: County A-1

East: County A-1

West: R-1

Proposed Zoning:

R-1 Residential

Existing Land Uses:

Site: Agricultural

North: Agricultural

South: Residential

East: Residential

West: Residential

Future Land Use Map:

Low Density Residential

Attachments:

1. Maps and aerial photos
2. Subdivision Plat
3. Preliminary Plat

Requested Action: To **recommend** to the Mayor and City Council approval of the final plat for Fairway Estates Division 21.

History: A revised preliminary plat was approved for this area in February 2017, attached. The Planning and Zoning Commission also recommend annexation and initial zoning of R-1 for this area at the same time. The annexation will be forwarded onto City Council at the same time as the final plat.

Staff Comments: The property is proposed to be zoned R-1. The final plat includes 37 single-family lots. All of the proposed lots will meet the minimum requirements of the R-1 Zone and be similar to those developed in previous phases of the development. The final plat is consistent with the approved preliminary plat.

Access to the development will initially come from the west through the existing subdivision. Subsequent phases will include a bridge over the canal and a connection with 5th East. All of the streets within this division will be constructed as local streets with a 60-foot right-of-way. Rock Hollow Lane will be extended to the east and north, connecting with Rock Hill Lane. This will create a loop connecting back with Pevero Drive, a residential collector. A traffic study for the development was completed in 2005. Staff concluded that there is no warrant for a new traffic study.

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.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	All rights-of-way will be local streets

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

Zoning Ordinance:

10-3-10: R-1 RESIDENCE ZONE

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

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

(B) Use Requirements.

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

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

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

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

(E) Location of Buildings and Structures.

- (1) Setback. All buildings shall be set back a minimum distance of thirty feet (30') from any public street, except as herein provided and required under the provisions of this Zoning Code.
- (2) Side Yards. For main buildings there shall be a side yard of not less than eight inches (8") for each foot of building height, except that no side yard shall be less than seven feet (7') six inches (6"). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building. Single-family attached dwellings shall have no side yard setback requirement at the property line separating the attached or party wall or walls; however, all accessory buildings shall comply with the setback requirements set forth above.
- (3) Rear Yards. For main buildings there shall be a rear yard of not less than twenty-five feet (25') on both interior and corner lots. For accessory buildings, no rear yard shall be required, except where an alley is located at the rear of a lot, in which case a three foot (3') rear yard is required.

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

(G) Size of Building. No requirement.

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

when they only have half of the street, and so they need to annex all the street, so sometimes it gets delayed until they have development on both sides of the road. Dixon asked if this will complete annexation from York all the way north, or are there still gaps. Beutler indicated there are still gaps and showed the zoning map that showed some areas of County.

Applicant: City is the Applicant.

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

2. PLAT 17-012; FINAL PLAT. Final Plat Fair Way Estates Division No. 21. Beutler presented the staff report, a part of the record. Dixon asked if there is a secondary emergency access in case there is a blockage at the intersection. Beutler stated they have had those discussions with the Fire Marshall's Office, and the initial plan is to utilize the bridge across the canal to 5th East and will construct a temporary access road to lead over that canal. Beutler indicated that the applicant has the easement through that property. Hicks clarified that it will be only an emergency road, and not become a standard road. Beutler agreed that it would just be used for emergency and would be an all-weather surface (gravel). Beutler stated that once the next phases are developed there will be a connection and there is a proposal for a bridge and a right of way connection to 5th East. Hicks asked about the time frame for the next phase. Beutler deferred to the applicant.

Applicant: Kevin Alcott, 606 Progressive Way, UT 84010. Alcott indicated that this is Division 21 out of 26 divisions and this is the first time that the fire department is requiring 2 access points. Alcott stated that there is an exception in the Fire Code that indicates if you can demonstrate to the Fire Marshall that future roads will be built, they can grant an exception and that has always been done. Alcott stated that they were forced to spend thousands of dollars to show where all the future roads will be and the access patterns and now the fire department won't recognize any of that. Alcott stated that the City asked them to extend the water line out across the canal. Alcott stated that they are getting road blocks, and having issues with the City as to what they want done with access. Hicks stated that the access is not necessarily related to an accident, but rather there are a lot of people that live in the area, and they must ensure that there is access. Alcott indicated that the road is a residential collector and its purpose is to take the traffic out of the subdivision to the main road. Alcott stated that the subdivision does not create a lot of load for a residential collector. Swaney asked if there is something in the proposal for the final plat that the applicant wants changed. Alcott stated that he is satisfied as to what is before the Commission to be approved.

Dixon asked Staff about access to the property that is east of Bavaro and south of Rock Hollow, and if it develops later, will it be hard to access because of the estate property along 5th East. Beutler stated that they had that conversation and it was determined that there were other ways to access the area if it were to redevelop and that they do not need to provide access.

Black stated that she is happy to see that in this final plat there is not a long-extended road, but unhappy about the lack of parks in the area.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Fair Way Estates Division No. 21 as presented, Hicks seconded the motion and it passed unanimously,

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.

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

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

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

Dixon asked if the plat includes a cross access agreement between the lots. Beutler indicated that it does not, but each lot has frontage onto Vassar Way so it is not necessary. Beutler

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF FAIRWAY ESTATES DIVISION NO 21 GENERALLY SOUTH OF E 65TH N, WEST OF N 5TH E, NORTH OF E 49TH N EXTENDED AND EAST OF N 5TH WEST

WHEREAS, the applicant filed an application for a final plat on June 1, 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 September 24, 2017 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 14.116 acre parcel generally located south of E 65th N, west of N 5th E, north of E 49th N extended and east of N 5th West.
3. The subdivision includes 37 single-family 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 Fairway Estates, Division No. 21.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor