

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

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

1. **Call to Order.**

2. **Pledge of Allegiance.**

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

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

A. Item from Idaho Falls Power:

- 1) Ratify Power Transactions with Shell Energy

B. Item from Public Works:

- 1) Bid Award – Well 1 Upgrades

C. Items from Municipal Services:

- 1) Bid IF-18-A, Replacement Ambulance for Fire Department
- 2) Bid IF-18-C, Road Salt for Public Works Department
- 3) Self-Insured Workers' Compensation Claims Management Contract

D. Items from the City Clerk:

- 1) Minutes from the September 25, 2017 Council Work Session; and September 28, 2017 Council Meeting.
- 2) License Applications, all carrying the required approvals.

RECOMMENDED ACTION: To approve, accept, or receive all items on the Consent Agenda according to the recommendations presented (or take other action deemed appropriate).

5. **Regular Agenda.**

A. Municipal Services

1) Bid IF-18-B, Purchase of Stryker Power Load Systems for Fire Department: Municipal Services and Fire Department requests authorization to make a sole source purchase for Stryker power load systems for a total purchase cost of \$126,889.56. Transition to this system has been a priority of the Fire Department over the last 2-3 years and reduces the risk of Fire personnel safety issues associated with lifting and loading patients in ambulances.

RECOMMENDED ACTION: To give authorization for Municipal Services and Fire Department to make a sole source purchase for Stryker power load systems for a total purchase cost of \$126,889.56 (or take other action deemed appropriate).

B. Fire Department

1) Entry Level Testing Agreement with Public Safety Testing: For consideration is an agreement with Public Safety Testing to administer our annual entry level Firefighter test and also subscribe to their out of region testing system.

RECOMMENDED ACTION: To approve the agreement with Public Safety Testing, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

C. Parks and Recreation

1) Festival of Lights Personal Services Agreement: For consideration is a Personal Services Agreement renewal between the City of Idaho Falls and Wilding Enterprises, LLC for set up and administration of a drive through winter light display at Freeman Park. The agreement has been reviewed and approved by the City attorney.

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

2) Ice Arena Concessions Agreement: For consideration is the Ice Arena Concessions Agreement between the City of Idaho Falls and Idaho Falls Youth Hockey IFYHA, Inc. for concession rights at the Joe Marmo and Wayne Lehto Ice Arena from October 1, 2017 through September 30, 2018. The agreement has been reviewed and approved by the City attorney.

RECOMMENDED ACTION: To approve the Ice Arena Concessions Agreement with the Idaho Falls Youth Hockey IFYHA, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

3) Tautphaus Park Arcade Concession Agreement: For consideration is an agreement renewal between the City of Idaho Falls and LOML , L.L.C. d/b/a Funland for the purposes of providing

arcade concessions at Tautphaus Park from February 1, 2018 through January 31, 2019. The agreement has been reviewed and approved by the City attorney.

RECOMMENDED ACTION: To approve the renewal agreement with LOML , L.L.C. d/b/a Funland, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

4) Veterinary Services Independent Contractor Agreement: For consideration is an independent contractor agreement renewal between the City of Idaho Falls and Dr. Rhonda Aliah for the purposes of providing veterinary services at the Idaho Falls Zoo at Tautphaus Park from October 1, 2017 through September 30, 2018. The agreement has been reviewed and approved by the City attorney.

RECOMMENDED ACTION: To approve the independent contractor renewal agreement with Dr. Rhonda Aliah, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

D. Community Development Services

1) Approval of FY2017/2018 BID (Business Improvement District) Management Agreement: For consideration is the BID Management Agreement for FY2017/2018. As part of the BID ordinance, the City approves the agreement with Idaho Falls Downtown Development Corporation (IFDDC) to manage the funds collected through the BID assessment. The agreement establishes the conditions, dates for payment, and outlines IFDDC's goals and objectives for the coming year. Staff recommends approval of the agreement.

RECOMMENDED ACTION: To approve the BID (Business Improvement District) Management Agreement, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Public Hearing - Rezoning to remove a PT-1 Overlay, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lots 19-24, Block 24, Lots 7-24, Block 37, Highland Park: For consideration is the application for Rezoning to remove a PT-1 Overlay, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lots 19-24, Block 24, Lots 7-24, Block 37, Highland Park. The Planning and Zoning Commission considered this item at its September 5, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

a. To approve the Rezoning Ordinance for Lots 19-24, Block 24, Lots 7-24, Block 37, Highland Park, 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 rezoning for Lots 19-24, Block 24, Lots 7-24, Block 37, Highland Park, and give authorization for the Mayor to execute the necessary documents.

3) Public Hearing - Sign Ordinance amendment to modify requirements for billboard locations:

For consideration is an ordinance amendment requested by YESCO Signs according to Local Land Use Planning Act (LLUPA) §67-6509 and §67-6511 to modify location requirements for billboards. The amendment would be applicable to entryways to the City and allow billboards to be closer to the Snake River and Riverwalk and measure distance between billboards with a linear measurement instead of a radial measurement. Planning and Zoning Commission considered this item at its September 5, 2017 meeting and recommended denial by a 9-1 vote. Staff concurs with this recommendation.

RECOMMENDED ACTION: To deny the Sign Ordinance amendment to modify requirements for billboard locations (or take other action deemed appropriate).

4) Public Hearing - Annexation and Initial Zoning of C-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 14.647 Ac., Sec. 22&23, T2N, R37E: For consideration is an application for Annexation and Initial Zoning of C-1, Annexation and Zoning Ordinances, and Reasoned Statement of Relevant Criteria and Standards, M&B: 14.647 Acres, Sections 22 & 23, T 2N, R 37E (Corner of Broadway and S. Bellin Road). The Planning and Zoning Commission considered this application at its September 5, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Ordinance annexing M&B: 14.647 Ac., Sec. 22&23, T2N, R37E, 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: 14.647 Ac., Sec. 22&23, T2N, R37E, and give authorization for the Mayor to execute the necessary documents.
- c. To approve the Ordinance assigning a Comprehensive Plan Designation of Employment Center and establishing the initial zoning for M&B: 14.647 Ac., Sec. 22&23, T2N, R37E as C-1 (Limited Business Zone), under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (*or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance*), that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office.
- d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-1 Residence Zone for M&B: 14.647 Ac., Sec. 22&23, T2N, R37E, and give authorization for the Mayor to execute the necessary documents.

6. Motion to Adjourn.

CONSENT AGENDA:



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, Assistant General Manager *BP*
DATE: October 3, 2017
RE: Consent Agenda – Ratify Power Transactions

Attached are three sales confirmation agreements for power transactions with Shell Energy. These agreements consist of selling forecast surplus energy for October 2017. The total value of the sales is \$164,240 dollars for 7,440 megawatt hours of energy.

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

BP/235

Cc: City Clerk
City Attorney
File



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

September 26, 2017

Deal No.

3205259

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

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on September 25, 2017, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 10/01/2017 through 10/31/2017 ✓

QUANTITY: 5 Mws of energy per hour ✓

PRICE: \$ 27/Mwhr Fixed ✓

DELIVERY POINT(S): MONA ✓

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

TIME ZONE: PPT ✓

TOTAL MWH: 2,080 ✓

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

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

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

Mobile-Sierra.

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

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


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

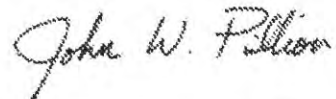
CITY OF IDAHO FALLS

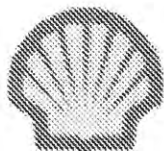
Shell Energy North America (US), L.P.

Deal No.

3205259

By: 
Name: Chad Poirie
Title: AGM
Date: 9-26-17

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 09/26/2017



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

September 26, 2017

Deal No.

3205260

CITY OF IDAHO FALLS

140 S CAPITOL AVENUE,

IDAHO FALLS, ID 83405

Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

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

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 10/01/2017 through 10/31/2017 ✓

QUANTITY: 5 Mws of energy per hour ✓

PRICE: \$ 22/Mwhr Fixed ✓

DELIVERY POINT(S): BPA ✓

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

TIME ZONE: PPT
TOTAL MWH: 2,080 ✓

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

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CITY OF IDAHO FALLS

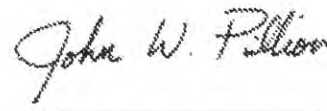
Shell Energy North America (US), L.P.

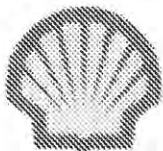
Shell Energy North America (US), L.P.

Deal No.

3205260

By: 
Name: Bear Prairie
Title: AGM
Date: 9-26-17

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 09/26/2017



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

September 26, 2017

Deal No.

3205261

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

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on September 25, 2017, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C ✓

PERIOD OF DELIVERY 10/01/2017 through 10/31/2017 ✓

QUANTITY: 10 Mws of energy per hour ✓

PRICE: \$ 19/Mwhr Fixed ✓

DELIVERY POINT(S): BPA ✓

SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400

TIME ZONE: PPT

TOTAL MWH: 3,280 ✓

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

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

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

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

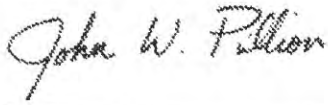
Deal No.

3205261

CITY OF IDAHO FALLS

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

By: 
Name: Bear Prairie
Title: ABM
Date: 9-26-17

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 09/26/2017



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: October 4, 2017

RE: Bid Award – Well 1 Upgrades

On Tuesday, October 3, 2017, bids were received and opened for the Well 1 Upgrades project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Eagle Rock Timber, Inc with a bid amount of \$970,858.00 and, authorization for the Mayor and City Clerk to sign contract documents.

2-38-19-4-WTR-2017-13
2017-94

City of Idaho Falls

Engineering Department Bid Tabulation

Project..... Well 1 Upgrades

Number..... 2-38-19-4-WTR-2017-13

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

Date..... October 3, 2017

				Engineer's Estimate		Eagle Rock Timber, Inc.		CR Clark Construction		RSCI	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
SPECIAL PROVISIONS											
SP - 1	Well 1 Upgrades	1	L.S.	\$825,000.00	\$825,000.00	\$970,858.00	\$970,858.00	\$985,442.00	\$985,442.00	\$1,008,000.00	\$1,008,000.00
TOTAL					\$825,000.00		\$970,858.00		\$985,442.00		\$1,008,000.00

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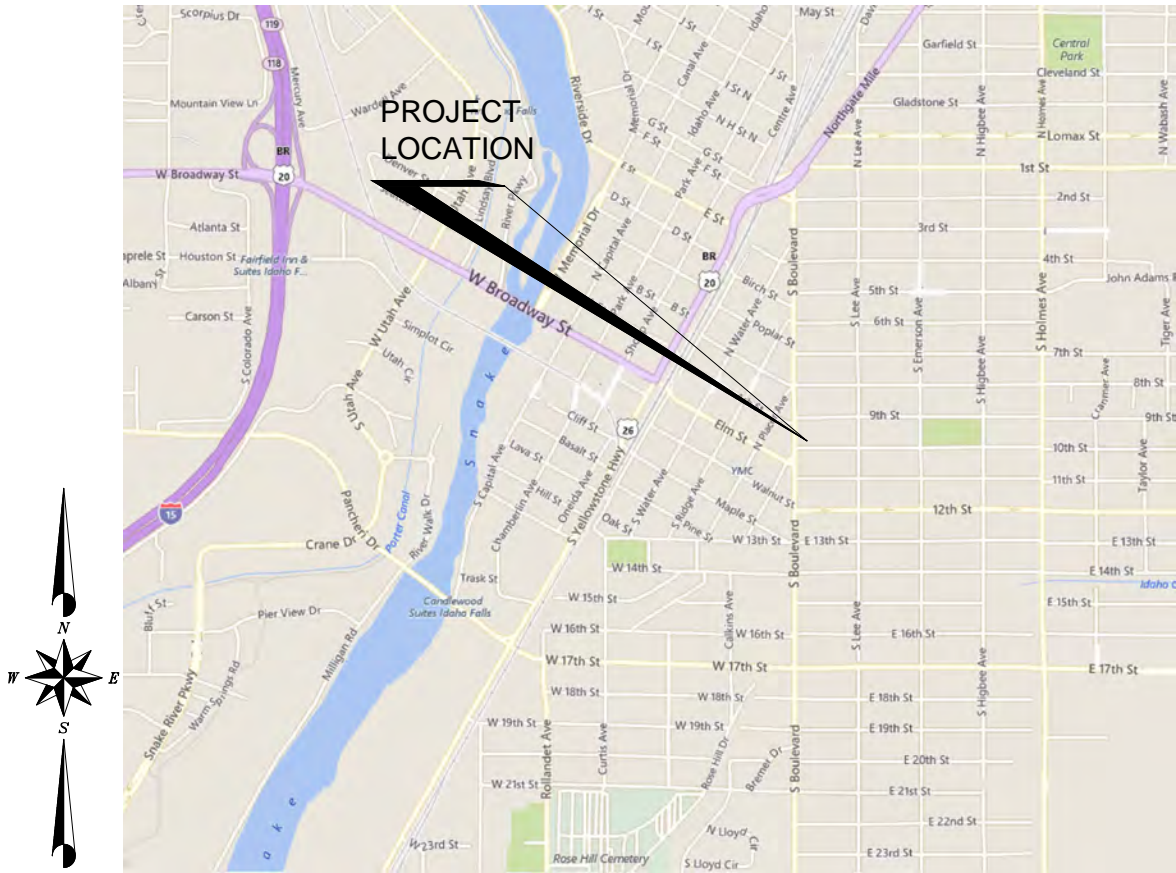
E-14

CONTROL PANEL ANALOG OUTPUTS

CITY OF IDAHO FALLS

WELL 1 UPGRADE

PROJECT #2-38-19-4-WTR-2017-13



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

JOHN RADFORD
THOMAS HALLY
MICHELLE ZIEL-DINGMAN

BARBRA DEE EHARDT
ED MAROHN
DAVID M. SMITH

CITY ENGINEERING DEPARTMENT

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

ASSISTANT PUBLIC WORKS DIRECTOR
CHRIS CANFIELD P.E.

2017



345 BOBWHITE COURT, SUITE 230
BOISE, IDAHO 83706
P 208.947.9033



CALL 811



DIGLINE
(1-800-342-1585)

CALL BEFORE YOU DIG
DIGLINE 1 (800) 342-1585

IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

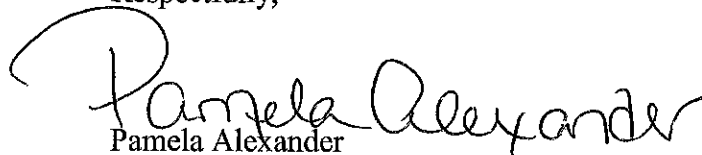
DATE: October 4, 2017

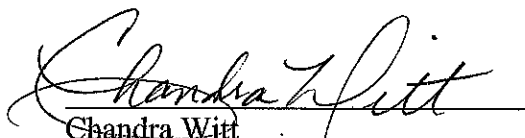
RE: Bid IF-18-A Replacement Ambulance for Fire Department


It is the recommendation of the Fire Department and Municipal Services Department to piggyback the Houston-Galveston Area Council (HGAC) purchasing program bid #AM10-16, through the authorized dealer, Braun Northwest Inc. Braun Northwest, Inc. will furnish one (1) 2018 North Star 153-1 Type I Module Ambulance for \$175,349.00.

The ambulance will replace the cab and chassis of City of Idaho Falls Unit #840, a 2010 Ford F450 with a McCoy Miller Ambulance Body. A total of \$180,000 was budgeted in the 2017/18 Municipal Equipment Replacement Fund (MERF) budget to replace this ambulance.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

BRAUN NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

PROPOSAL

OCTOBER 3, 2017

IDAHO FALLS FIRE DEPARTMENT
ATTN: ERIC DAY
343 E STREET
IDAHO FALLS, ID 83402

RE: 2018 NORTH STAR 153-1 TYPE I AMBULANCE

BRAUN NORTHWEST IS PLEASED TO OFFER THE FOLLOWING PROPOSAL WHICH IS BASED UPON HGAC CONTRACT AM10-16:

ONE (1) 2018 NORTH STAR 153-1 AMBULANCE ON A 2018 DODGE 4500 4X4 DIESEL AMBULANCE PREP CHASSIS PER ENCLOSED SPECIFICATIONS DATED 9/29/17 AND BEAVERHEAD COUNTY EMS UNIT #2346-1 AS BUILT DRAWINGS DATED 12/2/16.

BASE HGAC PRICE CE06.....	\$ 157,501.00
UNPUBLISHED/PUBLISHED OPTIONS TAKEN.....	\$ 16,848.00
HGAC FEE.....	\$ 1,000.00
TOTAL FOB CHEHALIS, WASHINGTON.....	\$ 175,349.00

Sales tax not included

F.O.B.: CHEHALIS, WASHINGTON

DELIVERY: APPROXIMATELY 280 DAYS ARO, LETTER OF INTENT IN PLACE

TERMS: NINETY PERCENT (90%) PAYMENT DUE UPON RECEIPT OF VEHICLE. BALANCE DUE IN THIRTY (30) DAYS.

Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.
Respectfully Submitted by
BRAUN NORTHWEST, INC.

We agree to accept the above proposal:
IDAHO FALLS FIRE DEPARTMENT

Tami McCallum, V. P. Sales

Signature

Date

Date:

Printed Name

Title

TM/sel
cc:PB

Enclosures, Specifications, drawings



EMERGENCY VEHICLES

www.braunbw.com

IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

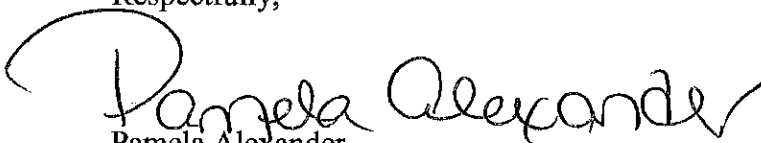
FROM: Municipal Services Department


DATE: October 6, 2017


RE: Bid IF-18-C, Road Salt for Public Works Department

It is the recommendation of the Public Works and Municipal Services Departments to piggyback the Idaho Department of Transportation's contract #ITB17000831 with Compass Minerals America Inc. The supplier will furnish the required annual road salt for \$36.93 per ton. Last fiscal year the Street Division purchased road salt for a total of \$69,851.00. Funding for this purchase is budgeted in the 2017/18 Street budget, Snow and Ice Control.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent



Idaho Transportation Department

PURCHASE ORDER**Purchase Order Summary**

Purchase Order Number: BPO172400729
Account Number: AC-1
Purchase Order Date: June 14, 2017
Service Start Date: June 14, 2017
Service End Date: June 13, 2018
Payment Method: Invoice

Supplier

Matt Beyers
 Compass Minerals
 9900 W. 109th St., Ste 100
 Overland Park, KS 66210
Phone: 913-344-9101

Fax: 913-433-9708**Email:** beyersm@compassminerals.com**Payment Terms:** NET30**Buyer Contact**

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

Currency: USD
FOB Instruction: Destination
Attachment(s):

Contract Number:**Bill To Address**

Idaho Transportation Department
 Various Locations
 See Below for Details on Locations
 Various, Idaho

Phone:**Fax:****Email:****Mail Stop:****Ship To Address**

Idaho Transportation Department
 Various Locations
 See Below for Details on Locations
 Various, Idaho

Phone:**Fax:****Email:****Mail Stop:****Instructions**


This Blanket Purchase Order is for Snow and Ice Chemical Control Products for the Idaho Department of Transportation. This Contract shall be for the period noted above and may be renewed for four (4) additional one (1) year renewal periods subject to mutual, written agreement between the parties.

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID (including any electronic bid submissions), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency within the Contract Documents, as outlined below, shall be resolved by giving precedence in the following order:

1. This Blanket Purchase Order document.
2. The state of Idaho's original solicitation document (including the State's Standard Terms and Conditions and the Solicitation Instructions to Vendors).
3. The Contractor's signed bid.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total

Item Description	#1	1.00	0	ANN	12,576,827.36	\$12,576,827.36
Delivery Date:	Category 8 Snow and Ice Control Chemical Product 					
Shipping Method:	June 14, 2017					
Shipping Instructions:	Delivery					
Ship FOB:	Destination					
Attachment(s)						
Special Instructions:	Shipping and Billing Instructions will be provided on an individual Purchase Order issued by ITD.					

Sub-Total (USD)	\$12,576,827.36
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$12,576,827.36

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : _____

Signed By :

Challis: US-93 MP 246	8B	1134	\$56.74	\$64,343.16
Driggs: 157 North Hwy 33	8B	1008	\$47.36	\$47,738.88
Idaho Falls: 1540 Foote Drive	8B	1764	\$36.93	\$65,144.52
Mackay: US-93 MP 108	8B	756	\$50.49	\$38,170.44
Rigby: 206 N Yellowstone	8A-R	1890	\$58.79	\$111,113.10
Gibbonsville: SH93 MP337	8B	1890	\$37.98	\$71,782.20
Salmon: SH93 MP269	8B	630	\$64.04	\$40,345.20
Salmon: 1015 Hwy 93 North	8A-R	882	\$73.39	\$64,729.98
Sugar City: 1750 East 4000 North	8B	1260	\$52.57	\$66,238.20
Sage Junction: I-15 MP 142	8B	252	\$60.91	\$15,349.32
Inwin: SH-26 MP 380	8B	882	\$40.06	\$35,332.92
Mud Lake: SH-33 MP 43	8B	882	\$42.15	\$37,176.30
Puzzle INL: Hwy 20 MP 279	8B	1638	\$45.27	\$74,152.26
Island Park: Hwy 20 MP 394	8B	504	\$42.15	\$21,243.60
Ririe: Hwy 26 MP 347	8B	630	\$43.19	\$27,209.70
Leadore: Hwy 28 MP 90	8B	1260	\$45.27	\$57,040.20
	8B	1260	\$44.23	\$55,729.80
	8B	756	\$56.74	\$42,895.44
District 6 Total Estimated Annual Quantity				24318
Total Price				\$12,576,827.36

Provide your fully burdened price increase, as a percentage, for each sliding scale field below.

Economies of Scale (see Section 7)

- 21% up to 50% greater than the ITD District Total Estimated Annual Quantity
- 51% up to 75% greater than the ITD District Total Estimated Annual Quantity
- 76% up to 100% greater than the ITD District Total Estimated Annual Quantity
- 101% or greater than the ITD District Total Estimated Annual Quantity

% Increase
10.00%
30.00%
30.00%
30.00%



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: September 26, 2017

RE: Self-Insured Workers' Compensation Claims Management Contract

Municipal Services Department is requesting the authorization to enter into a three-year renewal agreement with Intermountain Claims, Inc. for self-insured workers' compensation claims management. The contract term will begin October 1, 2017 and end on September 30, 2020.

Intermountain Claims has been providing third party administration and claims management services since October 2010. The annual fee of \$69,360 is for the processing of up to 124 claims per contract year, for a three-year contract total estimate of \$208,080. In the event more than 110 claims are received in a contract year, each additional new claim will be processed at \$510.00.

The City has been very satisfied by the claims management services provided by Intermountain Claims, Inc. and is therefore recommending the contract renewal.

Respectfully,


Pamela Alexander
Municipal Services Director

ADDENDUM #3

This Addendum #3 is to the "AGREEMENT FOR SELF-INSURED WORKERS' COMPENSATION CLAIMS MANAGEMENT IN IDAHO" entered into October 4, 2010 between the City of Idaho Falls and Intermountain Claims, Inc.

The purpose of Addendum #3 is to extend the term of the agreement for three additional years and to update the applicable Service Fees as of October 1, 2017, which will remain in effect through September 30, 2020.

Effective October 1, 2017, the parties mutually agree to the following amendments to Section 2 (Term) of the agreement and to the Service Fees schedule as follows:

2. TERM

This Agreement will become effective October 1, 2010 upon the signature of both parties, and shall expire on September 30, 2020 unless earlier terminated by either party in accordance with the terms of this Agreement. The parties may mutually agree to extend this Agreement for additional 12 month terms, through amendment to this Agreement signed by both parties.

Service Fees

MONTHLY SERVICE FEE

Client agrees to pay Intermountain each of the following fees:

- A flat fee of \$5,185.00 per month.
- If more than 110 claims are received in a contract year (October 1st through September 30th), Client shall also pay Intermountain \$510.00 for each additional new claim received.
- No cost of living fee increase is applicable during the remaining term of this agreement.

The following services are included in the monthly Service Fee:

Included Services	Fee	Allocation
Third Party Claims Administration. This includes set up and handling of all new claims received as well as the claims incurred after September 30, 2010.	Included	N/A
Account Management	Included	N/A
Claim/File Setup	Included	N/A
Index Bureau Reporting	Included	N/A
Records Retention/File Storage	Included	N/A
RMIS System Access	Included	2 users are included at no cost. Additional users will be charged at \$400.00/user/year
In-House Subrogation Investigation & Recovery	Included	N/A
Technical Training/Information Assistance	Included	N/A
Ad Hoc Reporting	<u>Typically Included</u>	Intermountain can create a variety of ad-hoc reports in Boise which typically meet all are client's reporting needs; However, if we are required to utilize the system developer their time will be charged at \$200.00/hour
Excess Carrier Reporting	Included	N/A
Monthly Loss Run Reporting	Included	N/A
Annual Stewardship & Claims Review	Included	N/A
Checking Account Administration/Registers	Included	N/A
State/Self Insured Reporting	Included	N/A
1099 Reporting Data	Included	N/A
MMSEA Reporting (SCHIP)	Included	Intermountain will provide Mandatory Insurer Reporting pursuant to the requirements Section 111 of the SCHIP Extension Act of 2007

Additional Services and Fees:

There may be additional claim fees that incur, as outlined in the chart below, depending on the circumstances and/or the need or request for such services. All such services are available but not included in the service fees listed above. Any below services subject to additional fees require Intermountain to obtain pre-approval from the client.

ICI Additional Services & Fees	Fee	Allocation
In-person attendance at legal proceedings or hearings, mediation, etc. or on-site accident investigation or special circumstance travel requested by the employer.	\$250.00 per half day \$500.00 per full day (plus mileage and expenses).	This is an additional service fee that can be recurring and depends on how often the service is incurred. If incurred, these charges are billed directly to the client as an additional service fee.
Employer Requested Priority or Overnight Mailings:	As Incurred:	Reimburse Intermountain for all employer requested priority or overnight mailings. This is an additional administrative cost that can be recurring and is billed directly to the client.

All other terms and conditions of the original agreement and prior addendums remain in effect unless otherwise amended in writing and executed by both parties.

City of Idaho Falls	Intermountain Claims, Inc.
Signature:	Signature:
Name:	Name: David Ward
Title:	Title: President
Date:	Date:

September 25, 2017 - Unapproved

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

Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Barbara Ehardt
Councilmember David M. Smith
Councilmember Ed Marohn
Councilmember Michelle Ziel-Dingman
Councilmember Thomas Hally
Councilmember John B. Radford (arrived at 3:06)

Also present:

Pamela Alexander, Municipal Services Director
Kenny McOmber, Treasurer
Lisa Farris, Grants Administrator
Chris Fredericksen, Public Works Director
Dave Hanneman, Fire Chief
Eric Day, Division Chief, Emergency Medical Services (EMS)
Dave Coffey, Deputy Chief, Paramedic
Jeff Parsons, Division Chief, Paramedic
Scott Grimmett, Fire Marshal
Ryan Tew, Human Resources Director
Eilene Horne, Human Resources Analyst
Kerry Hammon, Public Information Officer
Randy Fife, City Attorney
Michael Kirkham, Assistant City Attorney
Kathy Hampton, City Clerk

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

At the request of Mayor Casper, it was moved by Councilmember Marohn, seconded by Councilmember Hally, to amend the agenda to reverse the order of the Legal Services discussion item and the Fire Department discussion item to coordinate with the Municipal Services discussion items. Roll call as follows: Aye – Councilmembers Dingman, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

Calendar, Announcements and Reports:

September 27, Department of Energy (DOE) clean-up site tour
September 28, Idaho Falls Power (IFP) Board Meeting, and Council Meeting
September 29, Ribbon Cutting at Noise Park/Idaho Falls Raceway
October 2, Special Council Meeting for land transfer discussion

Mayor Casper stated a proclamation reading will be included on the September 28 Council Meeting agenda. Future proclamations will be included/read as needed.

Councilmember Hally had no items to report.

Councilmember Marohn stated the Idaho Falls Fire Department (IFFD) Fire Prevention Block Party will be held September 28.

Councilmember Smith had no items to report.

Councilmember Ehardt had no items to report.

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Councilmember Radford had no items to report.

Councilmember Dingman stated an Idaho Falls Police Department (IFPD) Commissioning for the recent promotions will be held September 29.

Grand Teton Council Property Leases Discussion:

Director Alexander stated per Council's request, she has met with the Grand Teton Council (GTC)/Boys Scouts of America (BSA) regarding viable options per the lease agreement. She indicated the GTC has requested a no-cost lease request for Toys for Tots, a community service project which allows collection, storage, and distribution of toys. This project is sanctioned by the BSA and the project would continue through the holidays. Director Alexander clarified per the lease agreement, any sublease requires City Council approval. She stated this request will be included on the September 28 Council Meeting agenda. She stated there is also a request for a no-cost lease for American Association of Retired Persons (AARP) for annual free tax service for seniors and low-income individuals. She stated although the services are not provided directly to the youth, the services are provided to the community. This no-cost lease period would be January 2018 until April 2018. Steve Hiltbrand, stated the AARP utilized the 4th Street location in the previous year as this location worked well for parking and allowed Americans with Disabilities Act (ADA) accessibility. Per Councilmembers request, Mr. Fife clarified the use of premise in the lease agreement as "solely for the purpose of providing services, programs, trainings and other youth activities associated with youth programs sponsored or sanctioned". He indicated the required Council approval is for use of the property. After brief discussion, there was consensus of the Council to include these items on the September 28 Consent Agenda. Following additional discussion, it was moved by Councilmember Dingman, seconded by Councilmember Smith, to amend the current agenda to include approval of Grant Teton Council lease use for these non-profit organizations. The Good Faith reason is the immediacy the Grand Teton Council is needing to work with these organizations to provide the community services. The motion passed following a unanimous vote. It was then moved by Councilmember Radford, seconded by Councilmember Dingman, to grant permission to the Boy Scouts of America/Grand Teton Council for Toys for Tots and AARP support. Roll call as follows: Aye – Councilmembers Hally, Dingman, Ehardt, Marohn, Radford. Nay – Councilmember Smith. Motion carried.

Proposed Ambulance Write-off Discussion:

Director Alexander recognized additional Ambulance Account Review and Management Committee members: Dave Hanneman, Eric Day, Kenny McOmber, Maria Escobar, and Jennifer Strong. She stated the purpose of the committee is: establish the process and to document roles and responsibilities; billing and collection procedures; committee guidelines; and, process oversight and coordination. She briefly reviewed the write-off process and policy. Division Chief Day reviewed the call volume by calendar year since 1980, stating the call volume is continually increasing by approximately 20%, which is mainly due to the population increase and demographics. Chief Hanneman stated inter-facility transports have also been increasing. Director Alexander reviewed EMS billing for the previous year, stating the total charges less the Medicare and Medicaid write-down is approximately 26%. The collectible amount is the difference what the customer owes after Medicare/Medicaid has paid. Brief discussion followed regarding charges allowed by Medicare/Medicaid and insurance companies. Director Alexander stated an additional collection agency, which is allowed to collect in all 50 states, has been retained through a Request for Proposal (RFP) to assist with collections. There is now a total of three (3) collection agencies in use of which two (2) agencies will be phased out. Chief Hanneman stated, per previous conversation with Council, there is 'robust' collections but not to the point of liens being placed on properties. Councilmember Marohn stated collections cannot be expected as a revenue stream. Director Alexander stated the committee continues to meet monthly to review accounts and quarterly meetings are anticipated to occur with the new collection agency. After brief discussion, there was consensus of the Council to place this item on the September 28 Council Meeting Consent Agenda.

2016-17 Budget Year in Review:

Chief Hanneman presented the following with general discussion throughout:

Fire Station 1 –

- Phase I (FY2014/2015) – Budget Amount: \$2.5m
Site Planning and Architecture total \$382,595.00
- Phase II (FY2015/2016) – Budget Amount: \$3.3m

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Design & Value Engineering total \$48,741.20

- Phase II (FY2016/2017) – Budget Amount: \$4.183m, Guaranteed Maximum Amount: \$4.3m
 - Phase III Change Orders (FY2016/2017) – Budget Amount: \$300,000
- 17 change orders total \$282,761.78

Chief Hanneman stated the majority of change orders were due to the reconfiguration of a proposed parking lot into a street scape per discussion with Community Development Services staff.

Furniture, Fixtures and Equipment total \$297,475.91

Chief Hanneman stated multiple items were donated from various companies and individuals, including Fire Department staff.

Fire Station 1 – Total Project Costs = \$5,194,573.89

Overtime Update (October 1, 2016 through September 8, 2017)

Chief Hanneman stated approximately 40 of 129 Fire Department employees are Ambulance Fund staff.

Budget Amount - \$680,547, Actual - \$1,202,259, Difference - \$521,712

Outstanding Revenue - \$571,014 (Wildland Deployment, FEMA Deployment, State reimbursed overtime, training and travel)

Overtime Unbudgeted –

Special events (Independence Day, Air Show, Eclipse) - \$105,985

Chief Hanneman stated the Eclipse also included staffing leading up to the actual event.

Accident on Duty/Sick Leave - \$391,289

Chief Hanneman stated back-fill of staff is required for any staff who may be on accident/sick leave. On-duty accidents and sick leave have not been budgeted as they are unknowns. He stated the Safety Committee is evaluating on-duty accidents, injuries, and training. Five-year trend and analysis from Municipal Services will also be occurring.

Retirement - Vacancies/Pay Outs (\$62k) - \$180,472

Chief Hanneman stated this category includes Firefighters and Medic personnel. He indicated there are currently seven (7) vacancies (3 retired, 4 resigned), of which five (5) of these positions have been replaced.

Overtime, Training & Travel Unbudgeted or Reimbursable –

State Training (reimbursable) - \$113,926

Deployments (reimbursable) - \$457,088

Total Overtime or Reimbursable by Type - \$1,248,760

Chief Hanneman stated overtime costs include personnel allocated in the Ambulance Fund and the General Fund. He indicated, per recommendation of Municipal Services, the General Fund can be balanced with the Outstanding Revenue. Chief Hanneman stated the Ambulance Fund continues to receive revenue funds and believes the Ambulance Fund should be considered a special Revenue Fund, not an Enterprise fund.

Chief Hanneman reviewed overtime categories by percentage, stating the majority of overtime (53.83%) occurs with staffing shortage (sick, accident on duty, holdover, emergency call, retirements).

General Fund - Operating Costs

Budgeted Amount - \$1,408,629, Expended Amount - \$1,269,520, Total - 90% (\$139,109)

Chief Hanneman stated Fire Station 5 remodeling was not allocated in the current budget. He indicated remodeling will need to occur in the near future to accommodate the additional staff.

Ambulance Fund

Budgeted Amount - \$1,779,447, Expended Amount - \$1,607,907, Total – 90%

Americans with Disabilities Act (ADA) Presentation:

Mr. Fife stated awareness for ADA was heightened in the previous year due to citizen concerns. He also stated the City is currently addressing ADA concerns and continues to address ADA concerns with consistency and diligence.

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Ms. Farris reviewed ADA Titles/Regulations applicable to City Departments. She also reviewed the history of ADA Compliance and the City, including current ADA Transition Plan; ADA Accessibility Commission; checklist used for previous assessments; criteria and priorities; and additional practice. She reviewed ADA items that have been, or will be addressed, with City budget to City Hall, the City Annex Building, the Civic Auditorium, and Tautphaus Park.

Previous years assessments and updates include:

Downtown intersections – projects improved with Public Works Division Funds

- Memorial Drive/Broadway (\$3300)
- Shoup/B Street (\$3200)
- Shoup/A Street (\$3600)
- Park Avenue/Constitution Way (\$2251.48)
- A Street/Park Avenue, A Street/Capital Avenue, B Street/Park Avenue (\$22,523.15)
- Broadway/Memorial Drive, Memorial Drive/B Street (\$10,450)

Projects scheduled for future include N. Capital Avenue/B Street and N. Capital Avenue/D Street

Director Frederickson stated funds were mainly utilized from the General Fund. Additional projects will be funded from the State of Idaho and grants.

Skyline Activity Center – completed projects and work orders planned with FY2018 Department Budgets

- Gym threshold (\$50)
- Multi Purpose Room (\$1000)
- Restroom projects

Hockey Shelter – projects planned with FY2018 Department Budgets

- North main entrance (~\$6000)
- ADA parking/signage
- West overhead doors
- Brail/signs within the building (~\$300)
- Area flooring

Tautphaus Park Zoo – projects planned with FY2018 Department Budgets

- Accessible route
- Existing ramps/paths
- Concession stand
- Flamingo exhibit
- Gift shop

Recent assessments (2017) tours with Department Directors and members from the National Federation of the Blind include City website (ADA page added); Memorial Drive and roundabout; downtown intersections; Boulevard and 15th Street; Airport; St. Clair Road/25th Street; 17th Street/Hitt Road; and Woodruff Avenue/17th Street.

Ms. Farris stated the City has committed \$100,000 towards ADA projects for FY2018. Method and criteria include: FY2018 ADA funds to be managed by Municipal Services; Space Utilization Committee to prioritize ADA facility/program projects; prioritize with input provided by new Checklist/Assessment; prioritize with input provided by new ADA Advisory Board.

City funded ADA projects include:

General Funds:

2018 - \$100,000 budgeted for ADA projects

2016-17 - \$106,623.50 spent on ADA projects

Annual CDBG (Community Development Block Grant) Funds:

2004-2016 - \$980,541.72 spent on ADA facility improvements

2017 - \$74,000 allocated for ADA facility improvements/single unit rehab

Additional Public Works Division Funds:

FY2007-2016 - \$214,660.07 spent on ADA projects

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Funds Summary:

\$1,301,825.29 – spent on ADA projects to date
\$100,000 – budgeted for ADA projects
\$74,000 – pending CDBG funds for 2017
\$1,475,825.29 – total of all ADA funded/budgeted/pending projects 2004-2018

Short/long term goals for ADA Compliance:

Continue to be proactive and transparent
Develop and deliver ADA orientation for Department Directors
Assist Department Directors in reaching and maintaining ADA compliance
Support the new City ADA Advisory Board
Complete and adopt the new ADA Transition Plan

Ms. Farris reviewed the tentative ADA compliance schedule for September 25, 2017 through June, 2018.

Mr. Fife indicated a brochure has been designed regarding service dogs. He stated changes to City Code will need to occur regarding ADA compliance, including: Accessibility Commission to Advisory Board; shared pathways, updating the GIS map, regulations of items allowed on sidewalks, and snow removal. Following general discussion, it was determined this item will be included on a future Work Session for additional discussion.

Employee/Student In-service Education Program Discussion:

Ms. Horne stated revisions to Employee-Student In-service Education Program include the removal of the Education Review Board; the number of credit hours allowed; tuition amount approved for educational assistance shall be determined by each Department Director; and employees are expected to schedule class attendance and completion of study assignments outside of the employee's regular working hours when possible. Brief discussion followed regarding reimbursement of classes relative to taxable/fringe benefit purposes and departmental budgets. Following additional comments, it was determined this item will be included on a future Council Meeting agenda.

There being no further business, it was moved by Councilmember Marohn, to adjourn the meeting at 5:57 p.m. which motion passed following a unanimous vote.

CITY CLERK

MAYOR

September 28, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, September 28, 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 Ed Marohn
Councilmember Michelle Ziel-Dingman
Councilmember Barbara Ehardt
Councilmember John B. Radford
Councilmember David M. Smith

Absent:

Councilmember Thomas Hally

Also present:

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

Pledge of Allegiance:

Mayor Casper invited Jay Hildebrandt, Local News 8 Anchorman, 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.

Mindy Ogden, Idaho Falls, appeared. Ms. Ogden stated two (2) of her children attend Sunnyside Elementary. She expressed her concern for the amount of traffic through the neighborhood.

Mayor Casper stated this concern is being addressed due to similar comments at the September 14, 2017 Council Meeting.

Joni Larsen, Stone Run Lane, Idaho Falls, appeared. Ms. Larsen stated is the leader of the volunteer crossing guards and is also a concerned parent in the Sunnyside Elementary area. She indicated approximately 200 cars travel through the school area in a 20 minute time frame with more than 80 students walking. Ms. Larsen requested enforcement in the area. She expressed her appreciation for these concerns being addressed by the City Council, the Traffic Safety Committee, and the School Board.

Jamie Braithwaite, Woodhaven Lane, Idaho Falls, appeared. Ms. Braithwaite stated she is one of the founding members of the Stonebrook Area Safety Committee and she is also serving as President for Stonebrook Home Owners Association (HOA). She stated the committee is working to resolve the ongoing safety issues for the children in the walk to school zone, specifically regarding traffic and enforcement. Ms. Braithwaite reviewed proposed safety solutions including properly trained and paid crossing guards, bus routes scheduling, signage, tree trimming, and school zone traffic enforcement. She requested Council agenda time for a future presentation.

Mayor Casper explained the process of the Work Session agenda setting. She indicated a presentation may be possible should the current process yield an unsatisfactory result.

Special Presentation:

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Proclamation Reading: Family History Month

Mayor Casper read the Proclamation, “proclaiming the month of October, 2017 to be Family History Month in Idaho Falls and encourage our citizens to learn more about genealogy, research their family histories, celebrate their heritage and embrace the bonds that tie one generation to another”. She then presented the proclamation to Ms. Loretta Evans, organizer of the Finding Connections on your Family Tree conference which will be held October 14, 2017. Ms. Evans presented, in conjunction with Family History Month, the family history of Rebecca Lee Casper to Mayor Casper and briefly shared some of her family articles.

Consent Agenda:

Office of the Mayor requested new appointment of Carrie Athay to the Historic Preservation Commission; and submitted official Proclamations from the preceding month.

Municipal Services requested approval of write-off of unpaid ambulance service accounts; Civic Auditorium balcony ADA (Americans with Disabilities Act) steps and railing; and, ICRMP (Idaho Counties Risk Management Program) annual member contribution for pre-paid insurance policy.

The City Clerk requested approval of the Treasurer’s Report for the month of August, 2017, minutes from the September 11, 2017 Council Work Session and Executive Session; and September 14, 2017 Council Meeting, and, license applications, all carrying the required approvals.

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

Regular Agenda:

Community Development Services

Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Grandview Storage Units, Division No. 1

For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Grandview Storage Units Division No. 1. This plat was approved by the Council in March 2016 but was never recorded. Staff sent the plat back to the Planning and Zoning Commission for re-consideration on September 5, 2017. The Commission recommended approval of the plat by unanimous vote. Staff concurs with this recommendation.

Councilmember Dingman stated the final plat includes approximately seven (7) acres. There has been no change to the plat following the original approval.

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

Idaho Falls Power

Subject: Service Allocation Agreement with PacifiCorp, dba Rocky Mountain Power

For consideration is a proposed Service Allocation Agreement that Idaho Falls Power has negotiated with Rocky Mountain Power. If approved, this agreement will govern customer requests to change service providers. The City Attorney has reviewed the document.

Councilmember Smith stated this item has been in the process for an extended length of time.

It was moved by Councilmember Smith, seconded by Councilmember Marohn, to approve the Service Allocation Agreement with PacifiCorp, dba Rocky Mountain Power, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Ehardt. Nay – none. Motion carried.

Subject: Agreement with Eastern Idaho Community Action Partnership (EICAP)

For consideration is a proposed agreement between Idaho Falls Power and Eastern Idaho Community Action Partnership (EICAP) with respect to administering funds for Bonneville Power Administration (BPA) approved energy efficiency measures to low income households in Idaho Falls Power's service territory. EICAP provides energy assistance from a variety of funding sources. Allowing EICAP to administer these funds in addition to other low income funding sources maximizes effectiveness and efficiency of the services to low income customers. EICAP has historically administered these low income funds for Idaho Falls Power. The City Attorney has reviewed the document.

Councilmember Smith stated this agreement is a two-year contract and partnering with EICAP is an efficient way to deliver conservation services.

It was moved by Councilmember Smith, seconded by Councilmember Marohn, to approve the agreement with Eastern Idaho Community Action Partnership (EICAP), and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman. Nay – none. Motion carried.

Fire Department

Subject: Idaho State University Paramedic Instruction Agreement

For consideration is the contract between Idaho State University and the City for providing paramedic instruction and clinical experience for Idaho State University's Paramedic program. This is the second year of the program and reflects a three (3%) increase from last year's agreement.

Councilmember Marohn stated City Fire and Emergency Medical Services (EMS) personnel are utilized for this agreement.

Eric Day, Division Chief, EMS, stated the program has been very successful and three (3) City employees has or is currently participating in program. Division Chief Day believes this agreement provides the City employees an opportunity to instruct, to share their knowledge, and to promote high standards of the Fire Department.

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

Municipal Services

September 28, 2017 - Unapproved

Subject: Amend City Code, Title 4, Chapter 2, Sale of Liquor by the Drink

The Municipal Services Department is requesting an amendment to City Code, Title 4, Chapter 2 to extend to the limits allowed by State Code. Idaho Code 23-1012 permits the City to allow the sale of liquor by the drink from 1:00 am to 2:00 am.

Councilmember Marohn stated the Council approved the ordinance to extend the hours of beer and wine and this amendment is a clean up to include liquor.

It was moved by Councilmember Marohn, seconded by Councilmember Smith, to approve the ordinance amending Title 4, Chapter 2 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 Smith, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

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

ORDINANCE NO. 3136

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING TITLE 4, CHAPTER 2, TO EXTEND THE HOURS OF SALE OF LIQUOR BY THE DRINK TO 2 AM; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

There being no further business, the meeting adjourned at 8:01 p.m.

CITY CLERK

MAYOR

REGULAR AGENDA:



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: October 4, 2017

RE: Bid IF-18-B, Purchase of Stryker Power Load Systems for Fire Department

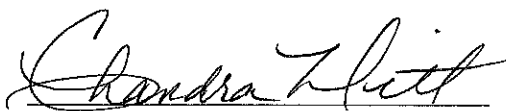
Municipal Services and Fire Department requests authorization to make a sole source purchase for Stryker power load systems for a total purchase cost of \$126,889.56. Transition to this system has been a priority of the Fire Department over the last 2-3 years and reduces the risk of Fire personnel safety issues associated with lifting and loading patients in ambulances.

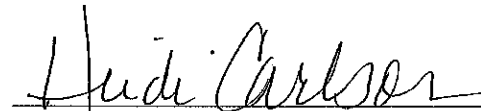
The Fire Department is requesting the authorization to purchase six (6) systems; of which four (4) will be installed into older ambulances currently, using the manual lift gurney and two (2) will be installed in two replacement ambulances (units #836 and #837) that were ordered in March of 2017. Replacement units for #836 and #837 are scheduled for delivery the last week in October. Funding to purchase the six (6) power load systems are as follows:

- \$85,243.80 for four (4) current ambulances in operation is within the 2017/18 Ambulance Fund, All Other Equipment line item, with a total budget available of \$109,021.
- \$41,645.76 for two (2) replacement ambulances, units #836 and #837 is within the 2017/18 Municipal Equipment Replacement Fund, with a total budget available of \$174,651.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent



Comprehensive Quotation

Sales Account Manager
ANNIE KOERNER
annie.koerner@stryker.com
Cell: 408-214-9548

Remit to:
P.O. Box 83308
Chicago, IL 60673-3308

End User Shipping Address
1123407
IDAHO FALLS FIRE DEPT
625 SHOUP AVE
IDAHO FALLS, ID 83405-0220

Shipping Address
1123407
IDAHO FALLS FIRE DEPT
625 SHOUP AVE
IDAHO FALLS, ID 83405-0220

Billing Address
1100875
CITY OF IDAHO FALLS
PO BOX 50220
IDAHO FALLS, ID 83406

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	5983639	09/28/2017	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	4	PowerLOAD	6390000000	\$21,310.95	\$85,243.80	
		Options				
	4	PowerLOAD	6390000000	\$21,310.95	\$85,243.80	
	4	Standard Comp 6390 Power Load	6390028000			
	4	English Manual	6390000000			
	4	1 year parts, labor & travel	7777881660			
	4	UNIVERSAL FLOORPLATE OPTION	6390028000			
	4	English Option, Manual	6390020000			

Note:
Pricing valid through 09.30.2018

Product Total	\$85,243.80
Freight	\$0.00
Tax	\$0.00
Total Incl Tax & Freight	\$85,243.80

☐ Signature: _____ Title/Position: _____ Date: _____

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 Days, FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

JORD102R KZO
Date: 8/16/17

S T R Y K E R M E D I C A L D I V I S I O N
Order Acknowledgement
As of 8/16/17

ONEMORLD
Page:
11:

Bill To #: 1109975
CITY OF IDAHO FALLS
PO BOX 50220

Ship To #: 1123407
BRAUN NORTHWEST
150 NORTH STAR DRIVE

Order #: 5855003 SO Entered By: JSDWMEN
Order Date: 8/16/2017
Customer PO: ERIC DAY
Terms: Net 30 days
Allow Partial: Y
Related Order:
FC/FOB: 3 SHP
OEM PO:

IDAHO FLS FIRE DEPARTMENT

IDAHO FALLS

ID 83405

CHEHALIS

ID 98532

Pricing valid through 09.30.2017

Eric Day 208 612-8173

Line Item	Description	Qty	MOT Salesman	Unit Price	Extended Price
1.000 6390000000	POWER LOAD	2	KLS 1284316	20,822.88	41,645.76
1.001 6390026000	STANDARD COMP 6390 POWER LOAD			.00	.00
1.002 6390600000	POWER LOAD ENGLISH OPTION NA			.00	.00
1.003 7777881660	1 YR PARTS, LABOR, & TRAVEL			.00	.00
1.004 6390028000	UNIVERSAL FLOORPLATE OPTION			.00	.00
1.005 6390020000	English Option, Manual			.00	.00

Order Total: 41,645.76



MEMORANDUM

TO: Mayor and Council Members
FROM: Dave Hanneman, Fire Chief
DATE: October 2, 2017
RE: Entry Level Testing Agreement with Public Safety Testing

Mayor and Council Members,

Attached for your consideration and approval is an agreement with Public Safety Testing to administer our annual entry level Firefighter test and also subscribe to their out of region testing system.

This agreement will provide a method for diversity recruitment whereby candidates that are interested in working for the Idaho Falls Fire Dept. may take the test that is administered locally or take the test that is administered regionally and nationally. This will provide a more diverse pool of candidates for the Dept. to choose from, with the goal of increasing diversity. Legal has reviewed the agreement and supports it.

I respectfully request approval of this agreement with Public Safety Testing and the City for entry level Firefighter testing..

A handwritten signature in black ink that reads "Dave W. Hanneman". The signature is written in a cursive style and is positioned above a horizontal line.



SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of pre-employment testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a Subscriber Agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and the City of Idaho Falls, a municipal corporation of the state of Idaho (hereinafter "Subscriber") do enter into this Subscriber Agreement under the terms and conditions set forth herein.

SUBSCRIBER: City of Idaho Falls, ID

POSITIONS: Firefighter written testing:

➡ **Check all that apply**

☐ Firefighter/EMT

☐ Firefighter/Paramedic

COMMENCEMENT DATE: _____, 2017

TERM & PROFESSIONAL FEES: ☒ Firefighter written testing @ \$2,500 annually

TERMINATION: ☒ This agreement expires December 31, 2018

➡ **Check one**

☐ This agreement expires December 31, 2019

☐ This agreement expires December 31, 2020

OUT OF REGION TESTING

➡ **Select one**

☒ SUBSCRIBER authorizes candidates who reside outside of Idaho Falls to take the written examination at an authorized location nearest where they reside.

☐ SUBSCRIBER **does not** authorize out-of-region testing.

1. Description of Basic Services. This Agreement begins on the date as noted on page one (1) of this Agreement. The Contractor will provide the following services to the Subscriber:
 - 1.1 Advertising and recruiting assistance, application processing, and administration of pre-employment written examinations and physical ability tests for those positions noted on Page One (1) of this Agreement.
 - 1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list, and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists. Contractor will report "raw" test scores to the Subscriber – no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws. Written examination scores will be reported to the Subscriber as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail". The passing score for written examinations is set by the test developer at 70%.
 - 1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process conducted by the Contractor pursuant to this Agreement and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

Provided, however, Contractor shall not be required to appear at its cost nor to defend in any administrative or court proceeding arising from or out of a claim or challenge relating to Subscriber's use of other testing process(es) or out of Subscriber's attempt to establish multiple or blended eligibility lists for the same position based in whole or in part on other testing process(es). "Other testing process(es)" means any test or testing process other than those provided by the Contractor under this Agreement.
 - 1.4 Term & Fees. The term of this agreement and the related professional fees are noted on page one (1) of this Agreement.
 - 1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment shall be made within 45 days of receipt of invoice.

1.5.1 Direct Deposit (ACH Enrollment). Subscribers are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).

1.5.2 Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such fee is to cover Contractor's credit card processing fees.

2. Additional Services. In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.

3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:

3.1 Because applicable civil service law prohibits having multiple eligibility lists for the same class of hire, this Agreement is an exclusive agreement for these services.

3.2 The written and physical agility scores of any applicant shall be valid for 24 months from the date of certification by the Contractor or 24 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.

3.3 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.

3.4 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable application fee from any and all applicants.

3.5 The Subscriber is encouraged to and may also conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.

3.6 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.

3.7 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on

the agency's PST website profile and the names of any candidates hired through these services.

- 3.8 If the Subscriber elects for the Contractor to conduct physical ability testing for firefighter candidates, the Subscriber agrees to complete a Candidate Physical Ability Test (CPAT) validity transportability study and successfully apply to the International Association of Firefighters (IAFF) for a CPAT License. The one-time fee for the validity transportability study is \$750. If the Subscriber is currently CPAT licensed, the Subscriber agrees to maintain a valid CPAT license throughout the term of this agreement.

3.8.1 CPAT Administration Requirements (select one)

- ☐ Subscriber requires candidates to successfully complete the CPAT administered only by the Contractor.
- ☐ Subscriber will accept CPAT results from any licensed CPAT provider under the following conditions:
 - a) The Subscriber understands that CPAT licensing rules require the Subscriber to have a CPAT Services Agreement with each CPAT provider from which the Subscriber will accept CPAT test results.
 - b) Contractor will report CPAT results for those candidates that take the Contractor's CPAT test and will not report results from other CPAT providers. The Subscriber is required to confirm the CPAT results from non-Contractor CPAT providers.
 - c) Subscriber understands and agrees that the Contractor cannot and will not defend or indemnify CPAT testing processes that were not conducted by the Contractor.
- ☒ This Section 3.8.1 does not apply as the Subscriber will be administering their own physical ability test.

4. Testing Standard and Warranty of Fitness for Use. The test utilized, the proctoring of the test and any and all other services attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation at the commencement of this Agreement. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. Any and all written materials shall comply with all applicable copyrights and laws. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws. If Subscriber uses or authorizes the use of other testing process(es) this warranty shall be null and void.

5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.
6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:
 - 6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:
 - 6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;
 - 6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;
 - 6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.
 - 6.1.4 This indemnity shall not apply to any administrative or court proceeding arising from or out of any process in which the Subscriber has utilized or authorized other testing process(es).
 - 6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.
7. Termination. This agreement terminates as noted in the *Fees & Term* section on Page 1 of this Agreement. The Contractor and/or the Subscriber may also withdraw from this Agreement at any time for any reason with 60 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber.
 - 7.1 If the Subscriber elects to terminate this Agreement prior to the termination date, Subscriber shall pay the Contractor an early termination fee. The purpose of this early termination fee is to cover the direct and indirect costs of refunding and or rescheduling applicants that had signed up to test for the Subscriber. The early termination fee is one-third (33%) of the annual subscriber fee as noted in the *Fees & Term* section on Page 1 of this Agreement. The early termination fee is in addition to any other fees agreed to by this Agreement.

8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 2017.

CITY OF IDAHO FALLS, ID

By: _____

Print: _____

Its: _____

Contact: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

Subscriber's Contact & Address for Billing:

(Please complete if different from contact information above)

Contact: _____

Title: _____

Agency: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

PUBLIC SAFETY TESTING, INC.

By:  September 15, 2017

Print: Jon F. Walters, Jr.

Its: President

Jon Walters

20818 – 44th Ave. W., Suite 160

Lynnwood, WA 98036

425.776.9615

jon@publicsafetytesting.com

Agency Recruiter:

Name: _____

Title: _____

Email: _____

Agency Hiring

Representative/Supervisor:

Name: _____

Title: _____

Email: _____

Chief or Agency Director:

Name: _____

Title: _____

Email: _____



MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: October 12, 2017

RE: FESTIVAL OF LIGHTS PERSONAL SERVICES AGREEMENT

Mayor and Council:

Attached for your consideration is a Personal Services Agreement renewal between the City of Idaho Falls and Wilding Enterprises, LLC for set up and administration of a drive through winter light display at Freeman Park. The agreement has been reviewed and approved by the City attorney.

The Department of Parks & Recreation respectfully requests authorization for the Mayor and City Clerk to execute the documents.

Respectfully,

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

Greg A Weitzel
Department of Parks and Recreation

cc: City Clerk
City Attorney

PERSONAL SERVICES AGREEMENT BETWEEN
CITY OF IDAHO FALLS, IDAHO, AND BRYCE WILDING
(FESTIVAL OF LIGHTS)

This Personal Services Agreement (hereinafter called "AGREEMENT"), made this _____ day of _____, 2017, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and WILDING ENTERPRISES, LLC, (hereinafter called "WILDING ENTERPRISES, LLC"), whose mailing address is 1096 Aspen, Brigham City, UT 84302.

WITNESSETH

WHEREAS, the 2017 holiday season is an important one for festivities, family activities, and enjoyment of the beautiful winter in the community; and

WHEREAS, WILDING ENTERPRISES, LLC, is the sole owner of WILDING ENTERPRISES, LLC, animated light park company, which includes establishing and operating light displays, stands, ornaments, connectors, chords, and other accessories that allow for family entertainment and attractions; and

WHEREAS, WILDING ENTERPRISES, LLC, is willing to provide certain entertainment services and attractions for the 2017 Festival of Lights ("Project"); and

WHEREAS, CITY wishes to engage in the services of WILDING ENTERPRISES, LLC, for the Project.

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

SECTION I:

A. SCOPE OF WORK

1. WILDING ENTERPRISES, LLC, shall do the following:

- a. More than fifty-five (55) still and animated light displays to be illuminated in various ways (e.g. multi-colored LED, auto-fade between colors, and spotlighted ornaments, etc.) to be displayed at Freeman Park in Idaho Falls, Idaho.
- b. A Santa's Hut, open every night but Sundays, will open on Friday, November 25, 2017, and continue through December 24, 2017.

- c. Optional horse and wagon rides will be made available along with broadcasted Christmas music, including the Mayor's message.
- d. WILDING ENTERPRISES, LLC, agrees to operate entrance gates and collect all revenue during the operation of the light park season.
- e. WILDING ENTERPRISES, LLC, and CITY may negotiate for closure due to inclement weather during the season.
- f. WILDING ENTERPRISES, LLC, shall be responsible for the rental, use, and payment for any generators required to produce power in support of the display.

2. CITY shall do the following:

- a. CITY agrees to provide electrical power that may be used to run lighted displays, audio systems, or other accessories essential to the park's operation for the duration of this and any future seasons through the existing electrical outlets present at Freeman Park's restrooms, band shelter, and pavilions. The cost of electrical power consumed from these existing outlets shall be borne by CITY Parks and Recreation Department.
- b. CITY agrees to provide snow removal services for the travel lanes throughout the light park during the operating season.
- c. CITY shall provide:
 - i. Two (2) CITY seasonal workers, from November 1, 2017, through December 24, 2017, for a total of two hundred (200) hours;
 - ii. Sixty (60) hours of bucket truck rental from November 1, 2017, through December 24, 2017;
 - iii. Sixty (60) hours of one (1) full-time bucket truck driver from November 1, 2017, through December 24, 2017;
 - iv. One hundred twenty (120) hours of a CITY full-time and a CITY seasonal worker to provide decoration at the Santa's Village area, as well as miscellaneous help.

SECTION II:

A. CONTRACTUAL REQUIREMENTS:

1. The display should be open to the public from Friday, November 24, 2017, through December 24, 2017. The display will operate from 6 p.m. to 10 p.m. seven (7) days a week.
2. WILDING ENTERPRISES, LLC, is responsible for setting up, lighting trees, troubleshooting, operating, maintaining, tearing down, removing tree decorations, and storing all light displays and other attractions associated with the holiday light park.
3. The parties may make a separate agreement regarding food and drink concessions.
4. Entrance fees shall be as follows:
 - a. Ten dollars (\$10) family-sized privately-owned vehicle (no limit of number of occupants)
 - b. Fifteen dollars (\$15) over-sized or commercial-sized vehicles
 - c. Twenty-five dollars (\$25) per bus
 - d. Active military discount of five dollars (\$5) per car with a military ID (excluding Wednesdays)
 - e. One dollar (\$1) off for at least one (1) community-wide promotion
 - f. Five dollars (\$5) discount per vehicle on Wednesdays and Sundays
5. If the Project is successful, CITY and WILDING ENTERPRISES, LLC, agree to discuss a possible long-term contract for future years under terms and conditions similar to those contained within this Agreement.

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the pricing schedule described in Section II.B.2. of this Agreement.
2. CITY to receive fifteen percent (15%) of all gross gate revenue for the entire display operating time period.
3. WILDING ENTERPRISES, LLC, shall pay for any additional electrical infrastructure, expansion of electrical service, or installation of additional electrical outlets necessary to run lighted displays, audio systems, or other accessories essential to the park's operation that are not already existing. If additional electrical infrastructure is built, the infrastructure shall become the property of CITY at the expiration of this Agreement.
4. If WILDING ENTERPRISES, LLC, constructs or expands any additional electrical infrastructure at Freeman Park, under II.B.3 of this Agreement, WILDING ENTERPRISES, LLC, shall pay for the cost of the energy.
5. If WILDING ENTERPRISES, LLC, requires electric power through electric generators, WILDING ENTERPRISES, LLC, shall be responsible for

purchase of such power at WILDING ENTERPRISES, LLC,'s own expense and risk.

SECTION III:

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between and CITY by the terms of this Agreement. It is understood by the parties hereto that WILDING ENTERPRISES, LLC, 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. Termination of Agreement.

This Agreement may be terminated by WILDING ENTERPRISES, LLC, upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of WILDING ENTERPRISES, LLC, CITY may terminate this Agreement with thirty (30) days' notice without cause and without further liability to WILDING ENTERPRISES, LLC, except as designated by this Section. In the event of termination, WILDING ENTERPRISES, LLC, 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.

C. Extent of Agreement.

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

D. Termination of Project.

If any portion of Project covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay WILDING ENTERPRISES, LLC, 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. Insurance.

WILDING ENTERPRISES, LLC, agrees to provide full insurance coverage, including general commercial liability coverage with limits of not less than five hundred thousand dollars (\$500,000) for claims made and for all action performed under this Agreement, and workers compensation coverage, consistent with Idaho State Law.

F. Indemnification.

WILDING ENTERPRISES, LLC, 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 WILDING ENTERPRISES, LLC, in the performance of professional services under this Agreement, to the extent that WILDING ENTERPRISES, LLC, is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between WILDING ENTERPRISES, LLC, and CITY. WILDING ENTERPRISES, LLC, shall not be obligated to indemnify CITY for CITY's sole negligence.

G. 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.

H. 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 this Agreement, 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.

I. Binding of Successors.

CITY and WILDING ENTERPRISES, LLC, 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.

J. 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. WILDING ENTERPRISES, LLC, 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.

K. 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.

L. Conflict of Interest.

WILDING ENTERPRISES, LLC, covenants that he presently has 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. WILDING ENTERPRISES, LLC,

further covenants that, in performing this Agreement, they will employ no person who has any such interest.

M. Ownership and Publication of Materials.

All reports, information, data, and other materials prepared by WILDING ENTERPRISES, LLC, pursuant to this Agreement shall be the property of CITY, which shall have the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials developed under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY. All reports, information, data, and other materials shall be subject to disclosure pursuant to Idaho Public Records Law, Chapter 1 of Title 74 of the Idaho Code.

N. Non-discrimination.

WILDING ENTERPRISES, LLC, 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

“WILDING ENTERPRISES, LLC”

By _____

Bryce Wilding

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, the municipal corporation that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said 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 Bryce Wilding, whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute 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 of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)



MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: October 12, 2017

RE: ICE ARENA CONCESSIONS AGREEMENT

Mayor and Council:

Attached for your consideration is the Ice Arena Concessions Agreement between the City of Idaho Falls and Idaho Falls Youth Hockey IFYHA, Inc. for concession rights at the Joe Marmo and Wayne Lehto Ice Arena from October 1, 2017 through September 30, 2018. The agreement has been reviewed and approved by the City attorney.

The Department of Parks & Recreation respectfully requests authorization for the Mayor and City Clerk to execute the documents.

Respectfully,

A handwritten signature in blue ink, appearing to read "Greg A. Weitzel", is written over a blue oval-shaped stamp or seal.

Greg A. Weitzel
Department of Parks and Recreation

cc: City Clerk
City Attorney

ICE ARENA CONCESSION AGREEMENT

THIS ICE ARENA CONCESSION AGREEMENT (hereinafter "AGREEMENT"), 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 83402 (hereinafter "CITY"), and Idaho Falls Youth Hockey IFYHA, Inc., an Idaho corporation, whose mailing address is P.O. Box 1592, Idaho Falls, Idaho 83403-1592 (hereinafter "IFYHA").

WITNESSETH:

For and in consideration of the mutual promises, covenants, conditions and obligations set forth herein, the parties agree as follows:

1) Grant of Right or License. CITY hereby grants and conveys to IFYHA the right or license to operate a food, beverage, confections and ice arena pro-shop concession facility within the Joe Marmo & Wayne Lehto Ice Arena ("Arena") at the location shown on Exhibit "A" attached hereto and by this reference made a part hereof. All concession rights granted to IFYHA herein may be exercised only during each Concession Season, as defined herein below. Nothing herein shall be construed or deemed to allow IFYHA to conduct any other business or activity, or to operate outside the Concession Season, without the prior written permission of CITY.

2) Concession. The term of this Concession Agreement shall be for one (1) year and shall commence on October 1, 2017, and shall terminate on September 30, 2018. During such term, IFYHA shall have the right to exercise the rights granted herein for one (1) Concession Season (hereafter referred to as "Concession Season").

3) Exclusive Concession Rights. During the Concession Season, CITY agrees that

it will not permit or allow any other private and or commercial food service enterprise to operate any other food, beverage, confection or pro-shop concessions within the location shown on Exhibit “A” within the Arena. Nothing in the paragraph shall prevent the CITY from operating or contracting with other entities for the operation of food and beverage vending machines.

4) Maintenance of the Building and Structures. During a Concession Season, CITY shall be responsible for the repairs and maintenance of the concession area to include, without limitation, the electrical, plumbing, HVAC or any parts of the walls, floor, ceiling, doors, windows, window gates and cabinets within the Arena. IFYHA shall maintain, at its cost, CITY kitchen equipment. IFYHA may provide additional kitchen equipment, as approved by CITY. All items of equipment owned by IFYHA, shall be the responsibility of the IFYHA.

5) Rules and Regulations and Compliance With Law. IFYHA agrees to abide by all rules and regulations promulgated by the City Director of Parks and Recreation, with respect to the operation of concessions at the Arena. CITY reserves the right to unilaterally create, amend, and promulgate such Rules and Regulations at any time, in its sole discretion.

IFYHA further agrees to abide by all ordinances of CITY and all applicable state or federal statutes or laws. IFYHA shall obtain and maintain all required permits, public health or restaurant or concession licenses for CITY and State of Idaho and shall abide by all rules and regulations applicable thereto. IFYHA agrees to pay all taxes required by any agency regulating its operation.

6) Rent and Franchise Fee. The IFYHA agrees to pay CITY as compensation for the rights granted herein, five percent (5%) of the gross season receipts as derived by the IFYHA from the conduct of its concessions business within the Arena during the Concession Season. For the purposes hereof, the term “gross receipts” shall mean all revenues and receipts from all

sources of any kind and nature derived from the operation of the concession facility as contemplated herein or from the grant of the rights and privileges hereunder, except monies collected for state sales tax. All compensation shall be payable on a monthly basis and shall be due on the 30th day of the month following the month in which the gross receipts are received by IFYHA. In the event that IFYHA fails to pay said compensation in full on or before the due date, IFYHA shall also pay a late payment of fifty dollars (\$50). Interest shall accrue at a rate of eighteen percent (18%) per annum on any amounts not paid when due. All fees shall be paid to the office of the City Treasurer, P.O. Box 50220, Idaho Falls, Idaho 83405-0220.

7) Operational Parameters.

- a) Hours: IFYHA shall operate its concessions business during the following hours of operation, from October 2017 through March 2018 and as mutually agreed upon by the parties in advance for special events:
1. Weekdays, between 4:30pm to 9:30pm,
 2. Saturdays during public skate times of 2:30-4pm and 7:30 - 9pm,
 3. Sunday public skate times of 2:30pm-4pm.

IFYHA shall also operate concessions business for all weekend tournaments and figure skating competitions (Approximately 15 weekends), except as otherwise approved by the Director of Parks and Recreation and/or the Recreation Superintendent, and, as mutually agreed upon.

IFYHA shall post its hours of operation for the concession at several places on the premises and maintain the same during all hours during which the concession is open to the public. In the event of a non-operational day or early closure, the Proposer must place a conspicuous notice indicating its closure.

A two hundred and fifty (\$250) dollars per day penalty will be charged to

IFYHA for each and every day that the hours in this paragraph are not observed October through March. IFYHA will have the option to suspend operations or close the concession area during periods of low attendance upon approval of the Manager of Ice Rink.

(b) General Operation:

1. IFYHA shall provide competent personnel required for a contract concessions operation. IFYHA will be responsible to respond to all guest complains or concerns about the quality of food, customer relations and the timeliness of service.
2. While employees of the IFYHA are NOT employees of CITY, their presence working at the Arena does hold them to CITY's standards of high quality customer service. If CITY receives complaints about the performance of any of IFYHA of the complaint in writing and IFYHA will promptly investigate the complaint and exert its best efforts to resolve the problem.
3. Prior to the commencement of the Concession Season, IFYHA will provide the Arena Manager with a primary contact number that can be reached in the event of an emergency. CITY shall provide the similar contact information.
4. Prior to the commencement of the Concession Season, IFYHA shall provide the Arena Manager with a plan to address guest complaints about food quality and customer service.
5. IFYHA shall provide foods and beverages. IFYHA shall not provide any food or beverages which would violate CITY's agreement with Pepsi, unless they have Pepsi's written agreement. CITY shall provide IFYHA a copy of CITY'S agreement with Pepsi.
6. CITY reserves the right to designate where IFYHA's marketing materials may be displayed on CITY property.
7. IFYHA shall make arrangement to accept credit/debit cards from customers.
8. IFYHA shall supply uniforms or work clothing for all concession workers that identify them as its employees.
9. IFYHA shall be solely responsible for the purchase of all food, beverages, paper products, and Supplies, including office supplies to be used in its

operations.

10. IFYHA may not display or sell merchandise outside of the defined exterior walls and permanent doorways of the Premises. IFYHA shall not install any exterior lighting, amplifiers, or similar devices or use in or about the premises any advertising medium which may be heard or seen outside the premises, such as flashing lights, searchlights, loudspeakers, phonographs, or radio broadcasts IFYHA shall not install any window displays without prior approval of the Manager of the ice Rink.
11. IFYHA shall provide daily housekeeping, cleaning, preventative maintenance and sanitation service and will provided all necessary commercial equipment and supplies for the designated food service area. In addition, IFYHA will maintain trash removal, wiping down tables, cleaning up spills and keeping the area neat, clean and free of clutter and debris. Housekeeping, cleaning and maintenance duties shall include, but not be limited to production and serving areas and refrigerators. IFYHA shall also maintain the flooring in the concession for the life of the lease as directed by the CITY.

10) Beer and Alcoholic Beverages Prohibited. During each Concession Season, the IFYHA agrees that it will not sell, distribute or offer for sale beer, wine or other alcoholic beverage within the Arena.

11) Examination of Books and Records. IFYHA shall keep complete, accurate and up-to-date financial records, in accordance with generally accepted accounting practices, reflecting all revenues derived and costs expended in the operation of the concession during each Concession Season. CITY shall have the right to examine all such books and financial records at reasonable times and places, during regular business hours.

12) Insurance. Prior to the commencement of the Concession Season during the term hereof, IFYHA agrees to furnish CITY with a current Certificate of Insurance evidencing General Liability Insurance coverage for not less than the following limits of liability:

Bodily Injury by Accident	\$500,000
Bodily Injury by Disease, each employee	\$500,000

Bodily Injury by Disease, each policy limit	\$500,000
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The City of Idaho Falls, Idaho shall be added as an Additional Named Insured on IFYHA's General Liability policy. IFYHA shall keep and maintain such insurance at full force and effect during each Concession Season during the term hereof.

13) Utilities. During the Concession Season, CITY shall provide at its own cost and expense all water, sewer, refuse control and electrical power utility services used at the Arena. Should IFYHA desire a telephone line, IFYHA shall be responsible for the costs of installation, maintenance, and service of a telephone line. CITY shall provide and pay for the legal collection and disposal of all garbage and refuse generated by the operation. IFYHA must take the garbage out of the arena building and place it in the garbage receptacle provided by CITY.

14) Insurance of the Premises. IFYHA shall have no obligation to maintain property damage, fire, and hazard insurance for the concession facility or Arena, nor shall CITY have any obligation to provide insurance for loss or damage to IFYHA's personal property stored, kept or maintained at the Arena.

15) Facility Improvements. IFYHA agrees that it shall not install, replace, or remove any fixture within the concession area, without prior written approval of CITY's Director of Parks and Recreation. If IFYHA installs permanent, fixed improvements to the concessions area, those improvements shall become the property of CITY, upon termination or expiration of the terms of this Concession Agreement.

16) Removal of Debris and Trash. During each Concession Season, CITY will remove, at its own expense, trash deposited in CITY approved waste containers located in the Arena. IFYHA shall be responsible for transporting and depositing all of its packaging as it

relates to the resupply of the Arena concession area, in the large waste containers located on the south side of the Arena.

17) Termination. In the event IFYHA fails to adhere to all of the terms of this Concession Agreement in any material way, this Concession Agreement may be terminated by CITY provided that CITY has first given ten (10) days' notice to IFYHA to cure any perceived violation of this Concession Agreement.

Notwithstanding the above, the CITY may, on at least thirty (30) days advanced notice to IFYHA, may terminate this Concession Agreement for any reason without incurring any penalty, expense, or liability to IFYHA. In the event of any termination of this Concession Agreement, whether under this paragraph or otherwise, or upon the expiration thereof, IFYHA agrees to restore the concession area to the same condition as existed upon the commencement of this Concession Agreement, except for reasonable wear and tear in the normal course of business.

18) Default. In the event IFYHA fails to fully keep and perform all of its covenants and obligations set forth herein, and fails to remedy and breach hereof within thirty (30) days after written notice has been delivered to IFYHA, then CITY may terminate this Concession Agreement, and IFYHA shall immediately vacate the concession area. Such remedy shall be deemed to be cumulative and CITY may pursue any other remedies at law to which it may be entitled.

19) Notices. All notices required or permitted by this Concession Agreement shall be mailed to the parties at the following addresses:

City of Idaho Falls
P.O. Box 50220
Idaho Falls, Idaho 83405

IFYHA
P.O. Box 1592
Idaho Falls, Idaho 83403-1592

All notices shall be deemed delivered upon the deposit thereof in the U.S. Mail, certified mail, return receipt requested, postage paid, addressed to the receiving party at the address set forth above or such other address which has been given in writing to the sending party.

20) Attorney's Fees. In the event it becomes necessary to enforce the terms and provisions hereof by legal action or suit, the defaulting party agrees to pay the reasonable attorney's fees and costs of the prevailing party.

21) Indemnification. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, IFYHA shall indemnify, defend and hold harmless CITY, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any actor omission, which is in any way connected or associated with this contract, by IFYHA or anyone acting on IFYHA's behalf under this contract. IFYHA shall not be responsible to indemnify CITY for losses or damages caused by or resulting from CITY'S sole negligence.

22) Assignments. IFYHA agrees not to assign any part of this Agreement without the written consent of CITY. Any unauthorized assignment may subject the Vendor(s) to immediate termination.

23) Independent Contractor. This Concession Agreement shall in no way be construed as creating an employer-employee relationship between City and IFYHA or those hired by IFYHA.

24) Venue and Jurisdiction. This Concession Agreement shall be governed by the internal laws of the State of Idaho, without reference to conflicts of law principles. The venue for any action arising out of this Concession Agreement shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, Bonneville County or in the United States District

Court for the District of Idaho.

25) Complete Agreement. This writing evidences the complete and final agreement between the parties regarding this subject matter, and no other representation, covenant, promise or statement of the parties shall be binding except as expressly set forth herein.

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

ATTEST:

“CITY”
City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

“IFYHA”
Idaho Falls Youth Hockey Association, Inc.

By _____
John Rifelj III, President

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, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this _____ day of _____, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared John Rifelj III, known or identified to me to be one of the President of Idaho Falls Youth Hockey Association, Inc., a corporation, whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same for and on behalf of said corporation.

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

(Seal)



MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: October 12, 2017

RE: TAUTPHAUS PARK ARCADE CONCESSION AGREEMENT

Mayor and Council:

Attached for your consideration is an agreement renewal between the City of Idaho Falls and LOML, L.L.C. d/b/a Funland for the purposes of providing arcade concessions at Tautphaus Park from February 1, 2018 through January 31, 2019. The agreement has been reviewed and approved by the City attorney.

The Department of Parks & Recreation respectfully requests authorization for the Mayor and City Clerk to execute the documents.

Respectfully,

A handwritten signature in blue ink, appearing to read "Greg A. Weitzel", is written over a horizontal line.

Greg A. Weitzel
Department of Parks and Recreation

cc: City Clerk
City Attorney

**TAUTPHAUS PARK ARCADE CONCESSION AGREEMENT BETWEEN
CITY OF IDAHO FALLS, IDAHO AND LOML, L.L.C.**

THIS TAUTPHAUS PARK ARCADE CONCESSION AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND LOML, L.L.C. (hereinafter "Agreement"), is made and entered into this _____ day of _____, 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 LOML, L.L.C. d/b/a Funland, a limited liability company, 253 West 16th St., No. 1, Idaho Falls, Idaho (hereinafter "COMPANY").

WITNESSETH:

For and in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. Grant of Right or License. CITY hereby grants and conveys to COMPANY the right or license to operate an outdoor amusement park and concession facility within the area shown on Exhibit "A" attached hereto and by this reference made a part hereof. COMPANY shall also have the exclusive right to operate outdoor amusement devices and equipment and other appurtenant machinery, and to sell and purvey food, soft drinks, and confections within such area. Nothing herein shall be construed or deemed to allow COMPANY to conduct any other business or activity without prior written permission of the CITY.
2. Term. The term of this Agreement is for one (1) year commencing on February 1, 2018, and terminating on January 31, 2019.
3. Hours of Operation. COMPANY shall operate its business during the following hours and season.
 - a. Pre-season: COMPANY agrees to operate the amusement park and log building concessions on the weekends beginning the first full weekend in May through Memorial weekend from 12:00 p.m. until 7:00 p.m., each day. COMPANY agrees to open during the week by reservation only.
 - b. Regular Season: COMPANY agrees to operate the amusement park and log building concessions beginning Memorial Day weekend through Labor Day weekend from 11:30 a.m. until 7:00 p.m. Monday through Saturday and 12:00 p.m. until 7:00 p.m. on Sunday.

- c. Post Season: COMPANY agrees to operate the amusement park and log building concessions on the weekends beginning Labor Day weekend through the last weekend in September from 12:00 pm. until 7:00 p.m. local time each day. COMPANY agrees to open during the week by reservation only.
 - d. Inclement Weather: Due to inclement weather or other unforeseen emergency, or related circumstances, and in the application of best business practices, COMPANY may decide to close operations temporarily or for the day, at any time during the season. In the event such a decision is made by COMPANY, COMPANY shall contact Parks and Recreation Division at (208) 612-8480 to inform CITY of COMPANY's decision.
4. Operation of Business. COMPANY agrees to operate its business in a lawful and courteous manner, keep its equipment in a safe and good operating condition, and keep the premises in a clean, orderly and sanitary condition. Without in any way limiting the foregoing, COMPANY shall:
- a. Keep the entire premises free of unsecured trash, debris and graffiti at all times during operating hours.
 - b. Ensure the chain-link and other fencing surrounding the premises is properly maintained and kept free of rust, tears, rips and cracks. All fabric, top rails, top caps, hinges and gates shall be kept in good working condition and not allowed to become unsightly
 - c. Ensure the interior and exterior of all structures upon the premises are regularly painted and kept free of flaked, peeling or chipped paint, loose boards, protruding screws or nails.
 - d. Keep the miniature golf course and appurtenant score boards free of debris, trash, trip hazards, tears, rips in putting services, flaked, peeling or chipped paint, loose boards, protruding screws or nails, shall be promptly repaired.
 - e. Keep all walking paths or areas open to the public free of trash, debris, and other clutter.
 - f. Regularly maintain all amusement rides, equipment or machinery used in conjunction therewith and ensure their safe operating condition and neat and attractive appearance.

- g. Keep the roof, exterior walls, lighting and interior improvements of the half- dome train storage building clean and in a good state of repair, free from flaked, peeling or chipped paint, loose board, rotting wood, protruding screws and nails.

All of such work shall be completed prior to the commencement of the Pre-season and shall be continued thereafter, as necessary, throughout the remainder of the operating season (including the Post Season).

- 5. Covenant Against Competition: Amusements. CITY agrees that it does not permit or allow any other private commercial enterprise or non-profit organization to install, construct, or operate any other mechanical outdoor amusement devices or equipment of a kind substantially similar to the outdoor amusement devices now utilized by COMPANY, within the public park known as Tautphaus Park. Nothing herein shall be deemed to prevent or prohibit CITY from installing or permitting others to install any playground equipment or amusement device for use by the general public without charge.
- 6. Covenant Against Competition: Food and Drink Concessions. With the exceptions noted below, CITY agrees that it will not permit nor allow any other private commercial enterprise or non-profit organization to construct or operate any food, beverage, or confection concession-stand or facility within the area shown in Exhibit "A" (excluding the Ice Rink/Picnic Shelter and Zoo) from the first Saturday in April through the last Sunday in September of each year during the term of this Agreement.

Nothing herein shall preclude or prohibit any baseball team, athletic organization, religious, benevolent or charitable entity, civic organization, or other youth or business group or organization from catering or selling food, beverages, drinks, or confections to persons affiliated with, employed by, or directly associated with the business, group, or organization sponsoring an event within Tautphaus Park, including sport tournaments within the area shown in Exhibit "A," nor shall anything herein preclude the charging of a fee for general admission to such events.

Nothing herein shall preclude the sale or dispensing of food, beverages or confections to persons attending or participating in any special event approved by CITY Director of Parks and Recreation and sponsored by or for the benefit of any religious, charitable, benevolent organization, youth group or civic organization or public entity or association, including CITY, provided such event does not exceed a period of three (3) consecutive days.

- 7. Rules and Regulations, and Compliance With Law. COMPANY agrees to abide by all reasonable rules and regulations promulgated by the Director of Parks and Recreation, all ordinances of the CITY, and all applicable state or federal statutes, regulations or laws, including best practices provided by ASTM, IAPA and ANSI standards. COMPANY shall not permit nor allow any illegal action, practice or enterprise to be conducted on the premises. COMPANY further agrees to abide by all laws and ordinances of CITY and the State regulating the sale of alcoholic beverages within CITY, as the same now exist or as

may be lawfully adopted hereafter. Nothing herein shall be deemed to grant the COMPANY a CITY license under such laws or ordinances.

8. Rent. COMPANY agrees to pay CITY as a use fee or compensation for the rights granted herein the sum of five percent (5%) of the gross receipts derived by COMPANY from the conduct of its business and use of the rights granted herein. For the purposes hereof, the term "gross receipts" shall mean all revenues and receipts from all sources of any kind and nature except for the state sales tax. All rent shall be due and payable on the 10th day of the month following the month in which the gross receipts are received by COMPANY. All rent shall be paid to the offices of the City Treasurer, P.O. Box 50220, Idaho Falls, Idaho, 83405. Simultaneously with the delivery of such rent payment, COMPANY shall deliver a copy of reports filed with the Idaho State Tax Commission reflecting the daily gross receipts collected and derived from the operation of the business for each operating day during the month for which such rent is payable.
9. Installation of New Devices. COMPANY agrees that it shall not install, replace, or remove any ride, amusement device or equipment without prior written approval of CITY Director of Parks and Recreation.
10. Record Keeping.
 - a. COMPANY shall keep records for all attractions as follows:
 1. Any maintenance or rehabbing of the attractions or facilities, plus all documentation of daily preventive maintenance checks preformed;
 2. Any medical injuries (whether the injury is considered a minor to major injury);
 3. All health codes are being followed and being maintained in the concessions operations;
 4. Calendar of events and groups to assist in coordinating park traffic needs.
 - b. CITY reserves the right to hire a third party organization to inspect COMPANY facilities, records and equipment during operating season. COMPANY will participate in costs associated with inspection and pay up to fifty percent (50%) of associated costs. CITY further reserves the right to require no less than two (2) inspections per operating season.
11. Examination of Books and Records. CITY shall have at all reasonable times and places, the right to examine all financial records of the COMPANY reflecting COMPANY's daily gross receipts or otherwise containing supporting data upon which the report submitted to the Idaho State Tax Commission is based.

12. Company Staff.

- a. COMPANY shall provide and supervise an adequate number of trained employees to render good service and perform necessary maintenance on attractions and on the operations. COMPANY shall provide and supervise an adequate number of trained employees to clean, mop, sanitize, stock, empty trash cans and place trash can liners in cans at the park seating area located on agreed upon the property. COMPANY agrees that it shall not hire or retain any employee who has been convicted of any crime of violence, or crime involving theft, or any felony, within the ten (10) previous years.
- b. COMPANY shall designate one (1) member of their staff as the Facility Manager with whom CITY may communicate with on a daily basis. The Facility Manager shall devote substantial time and attention to the operation and be directly involved in all operations. In addition, the Facility Manager shall be fully acquainted with all operations and be familiar with the terms and conditions of this Agreement.
- c. COMPANY shall furnish courteous, efficient and quality service to meet the reasonable demands of CITY and all COMPANY customers. COMPANY shall control, and is responsible for, the conduct, demeanor and appearance of its officers, agents, employees, representatives, guests, contractors and others while doing business as provided herein.
- d. CITY may at any time give COMPANY written or verbal notice to the effect that the conduct or action of any designated employee of COMPANY is, in the reasonable belief of CITY, detrimental to the interest of the public patronizing. COMPANY will meet with CITY to consider the appropriate course of action with respect to such matter, and COMPANY shall take reasonable measures to assure CITY that the conduct and activities of COMPANY employees will not be detrimental to the interest of the public.
- e. COMPANY shall provide an alcohol, smoking, and drug free zone, which includes employees being alcohol, smoking and drug free at all times.

13. City Staff.

- a. CITY will support COMPANY where practicably providing courteous and professional assistance when requested. CITY will communicate with COMPANY regarding birthday parties, group events and after-hour events at the park, where practicable.
- b. CITY will attempt to address any issues presented to CITY by COMPANY regarding needs and will work with COMPANY to resolve issues in a timely manner.

- c. CITY will endeavor to meet with COMPANY on a bi-monthly basis to discuss general COMPANY related items, events, parties and review operations.
- 14. Health Inspections. CITY may contact the Bonneville County Health Department and request an inspection of the log concessions building at any time or for any reason.
- 15. Insurance and Indemnification.
 - a. CITY shall be responsible for the following:
 - 1. CITY may, at its sole discretion, maintain fire and property damage insurance for the log concession hut exclusive of the contents.
 - 2. CITY shall have no obligation to maintain any property damage, fire or hazard insurance of any kind on any ride, amusement device or other equipment owned or operated by COMPANY.
 - b. COMPANY shall be responsible for the following:
 - 1. COMPANY may, at its sole discretion, maintain fire and property damage insurance for the contents of the log concession hut and for the concession-stand and its contents.
 - 2. COMPANY shall secure and maintain throughout the term hereof public liability insurance with a reliable insurance company authorized to do business within the State of Idaho, in an amount of not less than one million dollars (\$1,000,000) single limit liability for personal injury, death and property damage. CITY shall be named as an additional insured under such policy. COMPANY further agrees to indemnify, save and hold harmless CITY from any and all claims, actions, suits, attorney fees, costs and expenses arising from or in any way connected with the COMPANY's operation of its business or use of the premises. COMPANY shall deliver to CITY a copy of a certificate of liability evidencing such insurance coverage prior to April 1 of each contract year during the term hereof. Notwithstanding the foregoing, nothing herein shall require COMPANY to indemnify or hold CITY harmless from any claim, action or suit arising from or in any way related to any act or omission of CITY or its agents, officers or employees.
 - c. Indemnification:
 - 1. CITY, and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers shall have no liability to COMPANY, or any other person or entity, and COMPANY shall indemnify, defend, protect, and hold harmless CITY from and against, any and all liabilities, claims,

actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which CITY may suffer or incur or to which CITY may become subject by reason of, or arising out of, any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise occurring as a result of, or allegedly caused by, COMPANY's performance of, or failure to perform, any services under this Agreement, or by the neglect or willful acts or omissions of COMPANY, its agents, officers, directors, or employees, committed in performing any of the services under this Agreement.

2. If any action or proceeding is brought against CITY by reason of any of the matters against which COMPANY has agreed to indemnify CITY as provided above, COMPANY, upon notice from CITY, shall defend CITY at its expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. CITY need not have first paid for any of the matters to which CITY are entitled to indemnification in order to be so indemnified. The limits of the insurance required to be maintained by COMPANY in this Agreement shall not limit the liability of COMPANY hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.
 3. The provisions of this section do not apply to Claims occurring as a result of CITY's active negligence or acts of omission.
16. Utilities. CITY shall furnish all exterior security lighting for the premises; provided, however, COMPANY shall pay for all other electrical, gas, water, sewer, telephone, garbage or other utilities associated with the use by COMPANY of the premises and equipment thereon.
17. Pest Control. COMPANY shall maintain a valid contract from a certified pest control vendor to provide adequate pest control service for the inside of the log concession hut during the term of this Agreement. A copy of the pest control services agreement will be delivered to CITY on or before April 1 of each contract year.
18. Maintenance of the Premises and Improvements.
- a. CITY shall be responsible for the following:
 1. CITY shall be responsible for the maintenance of the roof, exterior walls, heating and cooling system and the ventilation hood on the fryer of the log concession hut located on the premises during off-season, pre-season and post-season.

2. Performance of adequate pest control on the outside of the log concession hut during the term of this agreement
3. Maintenance of the existing asphalt located within the boundaries of the COMPANY's chain link fence and along the perimeter of the log concession building. This does not preclude CITY from developing and implementing a landscaping plan outside of COMPANY's amusement park boundaries.
4. Maintenance of the roof, exterior walls, lighting, and other interior improvements of the log storage building located just west of the log concession building.
5. Watering and care of all trees adjacent to and within the perimeter of the amusement park. CITY will coordinate all tree trimming with COMPANY in order to minimize or avoid interruption to COMPANY's operations.
6. Maintenance of all access roads and sidewalks entering and exiting the immediate vicinity of the amusement park area.
7. Maintenance and repair of the overhead lighting.
8. Regularly maintain all picnic tables and benches free from broken boards, flaked, peeling or chipped paint and all bolts securely fastened.

b. COMPANY shall be responsible for the following:

1. COMPANY shall be responsible for maintenance of the roof, exterior walls, lighting, plumbing and other interior improvements of the concession hut during regular season.
2. Removal of all debris, waste, garbage generated from COMPANY's operations.
3. Maintenance of the roof, exterior walls, lighting, and other interior improvements of the half-dome miniature train storage building located just east of the log concession building.
4. COMPANY shall perform maintenance of any rides, amusements or other equipment owned or operated by the COMPANY. No deficient ride, amusement, or equipment shall be used prior to correction or repair if such use is reasonably likely to cause injury to any person.

19. CITY Maintenance Inspections. CITY may conduct inspections of the amusement park premises at any time and shall provide COMPANY a copy of each inspection report within forty-eight (48) hours after the completion of the inspection. Such inspection report shall be in substantially the same form as Exhibit "B" attached hereto.
20. Vendors/Supplies. COMPANY shall be responsible for selecting COMPANY's own vendors. All such COMPANY-selected vendors shall be reputable and shall be selected not only because of price but also for quality and overall customer service. COMPANY shall provide CITY with a vendor list that includes contact information, once agreements with the vendors are signed.
21. Non-Exclusive Agreement. This Agreement is not an exclusive contract for such services between CITY and COMPANY. CITY may, at its sole option, contract with other entities for similar services at other CITY venues.
22. Signs, Advertisements and Marketing.
 - a. COMPANY shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon property, any sign or other similar advertising device without having first obtained prior written consent from CITY. COMPANY, at its own expense, shall install a new design type or style of signage that shall be mutually agreed upon by COMPANY and CITY. Any such sign or similar advertising device erected, installed, or operated during the term of this Agreement must be removed, at the sole cost of COMPANY, immediately upon termination or expiration of this Agreement. COMPANY will not advertise offsite businesses without prior, written approval of CITY.
 - b. COMPANY will develop a marketing campaign that references Tautphaus Park with CITY'S prior written consent.
 - c. With the exception of park and food or beverage carts located in the areas shown in Exhibit "A," COMPANY shall not display or sell merchandise outside of the defined exterior walls and permanent doorways of the areas shown in Exhibit "A." COMPANY shall not install any exterior lighting, amplifiers, or similar devices or use in or about the areas shown in Exhibit "A," any advertising medium which may be heard or seen outside the areas shown in Exhibit "A," such as flashing lights, searchlights, loudspeakers, phonographs, or radio broadcasts. COMPANY shall not install any window displays in the areas shown in Exhibit "A," without prior approval of CITY.
23. Quality of Products and Services.
 - a. In the course of discharging its responsibilities under the terms of this Agreement, COMPANY shall at all times ensure maintenance of the highest standards of quality in both the products offered for sale and in the service provided.

- b. COMPANY shall offer for sale only foods and beverages of such quality as judged acceptable by CITY. All products shall be appealing in appearance. CITY shall have the right, at all times when employees or representatives of COMPANY are present, and whether facility is in operation or not, to inspect products to be sold by COMPANY, and approve or reject them if they do not meet the requirements of this Agreement.
 - c. COMPANY shall furnish prompt, courteous, efficient, inoffensive, and quality service to meet the reasonable demands of CITY, and the public and patrons visiting facility. COMPANY shall furnish all authorized and/or required services on a fair, equal and non-discriminatory basis to all patrons.
 - d. COMPANY shall conduct its business in an orderly, cooperative and proper manner so as not to annoy, disturb, disrupt, offend or otherwise interfere with the on-going operation of the park and/or CITY's patrons and employees.
24. Non-Exclusive Agreement. This Agreement is not an exclusive contract for such services between CITY and COMPANY. CITY may, at its sole option, contract with other entities for similar services at other CITY venues.
25. Uniforms. COMPANY employees shall be in uniform, or other clothing or markings, that adequately identifies COMPANY employees at all times during operating hours. COMPANY shall consult with, and obtain prior approval from, CITY regarding any proposed uniform.
26. Subcontracting, Delegation and Assignment.
- a. COMPANY shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to COMPANY from CITY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:
 - 1. The amount involved, together with COMPANY's analysis of such cost or price;
 - 2. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY; and
 - 3. The requirement to hire only those persons authorized by federal law to work in the United States.

- b. Any assignment, delegation or subcontract shall be made in the name of COMPANY and shall not bind or purport to bind CITY and shall not release COMPANY from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to COMPANY under this Agreement.
27. Right of First Refusal. During the term of this Agreement, CITY shall have a Right of First Refusal for the purchase of the amusement devices and concession equipment utilized by COMPANY on the licensed premises. If COMPANY receives a *bona fide* offer from a third party for the purchase of all or any portion of the amusement devices or concession equipment, within ten (10) days of receiving said offer, COMPANY shall give CITY written notice thereof and will send to CITY a copy of the offer and proposed purchase agreement outlining the terms of sale to said third party. COMPANY further agrees that it will not accept such offer without full and complete compliance with the terms and conditions of this section. CITY shall have ten (10) days following the date COMPANY first physically delivers such proposed purchase agreement to decide whether to purchase the amusement devices and concession equipment from COMPANY at the same price and on the same terms as contained in the proposed purchase agreement.
- If CITY desires to purchase such devices and equipment in accordance with the terms and conditions of such offer, CITY shall, within said ten (10) day period deliver to COMPANY written notice of its intend to exercise this Right of First Refusal. Within thirty (30) days after delivery of such notice, the parties shall mutually execute a written agreement memorializing the terms and conditions of such agreement. If CITY fails to so exercise this Right of First Refusal, COMPANY shall be at liberty to enter into a contract for the sale of the amusement devices and concession equipment with the original offering party on the same terms and conditions set forth in the offer delivered to CITY.
28. Termination. In the event COMPANY shall file a petition for bankruptcy or have filed against it any such petition, undertake any reorganization of creditors, or fail to substantially conduct business upon the leased premises for ten (10) or more consecutive days during the summer season (April through September, inclusive), excluding CITY authorized closures or closures due to weather or other circumstances not in COMPANY's control, this Agreement may be terminated by CITY upon three (3) days written notice delivered to COMPANY.
29. Removal of Personal Property Upon Termination. In the event this Agreement is terminated by CITY or upon the expiration of the original term of this Agreement, COMPANY shall promptly surrender possession of the premises to CITY on or before midnight of the day of such termination and shall, within one hundred twenty (120) days

after such termination date, remove all personal property, equipment and appurtenant machinery owned by COMPANY.

30. Default. If COMPANY fails to abide by contract and/or line items identified in this Agreement, COMPANY will be considered to have defaulted on this Agreement. CITY will communicate with twenty-four (24) hours of notice of any default. COMPANY will have forty-eight (48) hours to comply by curing the breach of this Agreement.
31. Assignment Prohibited. COMPANY shall not sell, convey, lease, sub-lease, encumber or transfer this Concession Agreement, or any of the rights granted herein, to any other party or entity without the express written consent of CITY, which consent shall not be unreasonably withheld. Nothing herein shall be construed as or deemed to be consent on the part of CITY to the filing of any lien or encumbrance by any third party against the premises which are the subject of this Agreement.
32. Relationship between the Parties. Nothing herein shall be construed as or be deemed to create any partnership, joint enterprise or undertaking between the parties and the parties shall be deemed to be independent contractors with respect to each other. Neither party shall have any right or authority to act as an agent or representative of the other.
33. Notices. All notices required or permitted by this Agreement shall be mailed to the parties at the following addresses:

City of Idaho Falls
Attn: Parks & Recreation Director
P.O. Box 50220
Idaho Falls, Idaho 83405

LOML, L.L.C. d/b/a Funland
Ann: Ann Jernigan
253 West 16th St., No. 1
Idaho Falls, Idaho 83402

All notices shall be deemed delivered upon the deposit thereof in the U.S. Mail, certified mail return receipt requested, postage prepaid, addressed to the receiving party at the address set forth above or such other address which has been given in writing to the sending party.

34. Attorney Fees. In the event it becomes necessary to enforce the terms and provisions hereof, the defaulting party agrees to pay the reasonable attorney's fees and costs of the prevailing party.
35. Complete Agreement. This writing evidences the complete and final agreement between the parties, and no other representation, covenant, promise or statement of the parties shall be binding except as expressly set forth herein.

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

“COMPANY”

LOML, L.L.C. d/b/a Funland

By _____
Ann Jernigan, Owner

STATE OF IDAHO)
) ss.
County of Bonneville)

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

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this _____ day of _____, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Ann Jernigan, known or identified to me to be the Owner of LOML, L.L.C. d/b/a Funland, an Idaho company, and whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same for and on behalf of said _____.

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

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

(Seal)



MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: October 12, 2017

RE: VETERINARY SERVICES INDEPENDENT CONTRACTOR AGREEMENT

Mayor and Council:

Attached for your consideration is an independent contractor agreement renewal between the City of Idaho Falls and Dr. Rhonda Aliah for the purposes of providing veterinary services at the Idaho Falls Zoo at Tautphaus Park from October 1, 2017 through September 30, 2018. The agreement has been reviewed and approved by the City attorney.

The Department of Parks & Recreation respectfully requests authorization for the Mayor and City Clerk to execute the documents.

Respectfully,

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

Greg A. Weitzel
Department of Parks and Recreation

cc: City Clerk
City Attorney

**VETERINARY SERVICES INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN CITY OF IDAHO FALLS, IDAHO
AND RHONDA ALIAH, D.V.M.**

THIS VETERINARY SERVICES INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND RHONDA ALIAH, D.V.M. (hereafter "Agreement"), is made this _____ day of _____ 2017, by and between the City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Rhonda Aliah, D.V.M., whose address is 2561 Genevieve Way, Idaho Falls, Idaho 83402 (hereinafter "CONTRACTOR").

RECITALS:

WHEREAS, CITY is the owner and operator of Idaho Falls Zoo at Tautphaus Park and is in need of veterinary services for the animals in the Zoo (hereinafter referred to as the "Animals in the Collection");

WHEREAS, CONTRACTOR is a veterinarian licensed to practice veterinary medicine in the state of Idaho; and

WHEREAS, CITY desires that CONTRACTOR provide veterinary services at the Idaho Falls Zoo at Tautphaus Park as an independent CONTRACTOR and CONTRACTOR desires to provide CITY with said veterinary services for the animals at the Idaho Falls Zoo at Tautphaus Park as an independent CONTRACTOR on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties, in consideration of the mutual promises herein contained, hereby agree as follows:

1. Services. CITY hereby engages CONTRACTOR to perform veterinary services as described herein, and CONTRACTOR accepts such engagement commencing October 1, 2017, and terminating on September 30, 2018.

2. Description of Work. CITY hereby engages CONTRACTOR for the practice of veterinary services as an independent CONTRACTOR. The CONTRACTOR's duties under this Agreement are as follows:

- A. CONTRACTOR shall tour the Zoo a minimum of once (1 x) per week and shall evaluate the health of the animals in the collection.

- B. CONTRACTOR shall review Zookeeper daily reports concerning health matters, treatments, illnesses, or injuries of the animals in the collection.
- C. CONTRACTOR shall provide any and all necessary medical treatment and care to the animals in the collection.
- D. CONTRACTOR shall, in accordance with federal law governing controlled substance, hold, supervise the administering of, and assume all legal responsibility for the use of any controlled substance or medication used at the Zoo in the care and treatment of the animals in the collection.
- E. CONTRACTOR, or an in-house staff veterinarian, shall perform regular rounds at the Zoo and perform routine veterinary services when needed or appropriate. CONTRACTOR or such staff veterinarian, shall also respond to emergency calls at the Zoo and treat sick or injured animals at the Zoo or at any other facility where CONTRACTOR has privileges, whenever CITY or CONTRACTOR deems necessary.
- F. CONTRACTOR, and such staff veterinarian, shall at all times keep and maintain a cell phone or pager on their persons and shall keep the Zoo Superintendent apprised of CONTRACTOR's cell phone/pager number and the name and cell phone/pager number of such staff veterinarian, one of whom will at all times be available to respond to calls from CITY. The on-call veterinarian will be familiar with any and all current medical concerns or on-going treatments of the animal collection at the Zoo.
- G. CONTRACTOR shall assist the Zoo Superintendent and the General Curator in planning routine and preventative medical protocols for the animal collection.
- H. CONTRACTOR shall, in accordance with the United States Department of Agriculture laws and regulations governing licensed exhibitors, assume responsibility as the attending veterinarian and provide all services and information required by U.S.D.A. regulations of the attending Veterinarian.
- I. CONTRACTOR shall be a member in good standing of the American Association of Zoo Veterinarians.
- J. CONTRACTOR shall provide at least six (6) articles per year regarding the veterinary care of the animal collection for publication in CITY materials, the Tautphaus Park Zoological Society materials, and/or professional (veterinarian or zoological) publications.

- K. CONTRACTOR shall, along with the City Parks and Recreation Director and the Zoo Superintendent, approve all animal acquisitions and dispositions by initializing animal transaction forms.
- L. CONTRACTOR shall have access to the Zoo grounds, the Zoo hospital and administrative offices. Keys will be issued to CONTRACTOR, as necessary to facilitate performance of CONTRACTOR's duties. Such keys shall be promptly returned upon termination of this Agreement.

CONTRACTOR shall perform all services pursuant to this Agreement in a competent and efficient manner and in strict accordance with the currently accepted methods and practices of the profession described herein in compliance with any applicable code of ethics.

CONTRACTOR shall not disclose any information concerning CITY, CITY's employees, or the business which CONTRACTOR may learn as a result of the relationship created by this Agreement.

3. Independent Contractor. The parties to this Agreement agree that CONTRACTOR is a professional person, that CONTRACTOR is self-employed, and that the relationship created by this Agreement is that of a CITY contracting with an independent contractor and is not that of employer-employee. CITY is interested only in the results to be achieved, and the time spent, manner, details, conduct, and control of the work will lie solely with CONTRACTOR. CITY will not provide CONTRACTOR with any training. CONTRACTOR agrees that CONTRACTOR is solely responsible for the quality of CONTRACTOR's work, and CONTRACTOR agrees to indemnify and hold CITY and the employees of CITY harmless from any professional liability, including defense costs, which may be imposed upon CITY or the employees of CITY as a result of a professional act or omission of CONTRACTOR. CONTRACTOR may generally set CONTRACTOR's own hours, and is not required to work a set number of hours or days. The CONTRACTOR is not an agent or employee of CITY for any purpose, and is not authorized to incur any obligations or charges on behalf of the CITY. It is further understood that CONTRACTOR is free to contract with others during the term of this Agreement.

CONTRACTOR agrees to carry Worker's Compensation and to pay all Old Age Benefit, Self-Employment, Unemployment Compensation, and any other taxes required to be paid by self-employed persons by the United States Government, the State of Idaho, Bonneville County and CITY. CITY shall issue a Form 1099 to CONTRACTOR at the end of each calendar year during the term of this Agreement.

CONTRACTOR shall have no authority to enter into any contract or other agreement or commitment binding upon CITY. CONTRACTOR shall not have any interest in CITY's tangible or intangible assets.

4. Expenses.

4.1 CONTRACTOR shall maintain, at CONTRACTOR's sole cost and expense, professional liability coverage with limits of not less than two hundred fifty thousand dollars (\$250,000) for claims made and for all actions performed by CONTRACTOR during the term of this Agreement, whether or not a claim is actually made following the termination of this Agreement.

Upon execution of this Agreement CONTRACTOR shall provide CITY with proof of coverage.

4.2 CONTRACTOR shall pay for all of CONTRACTOR's dues pertaining to professional societies and shall pay for all of CONTRACTOR's professional education expenses. Any use by CONTRACTOR of CONTRACTOR's own vehicle in connection with the Business shall be without reimbursement by CITY.

5. Payment for Services. CITY's payment to CONTRACTOR for services rendered to CITY pursuant to this Agreement shall be as follows:

5.1 CITY shall pay to CONTRACTOR during the term of this Agreement, three thousand one hundred fifty dollars (\$3,150) per month. Such amount shall be due and payable in arrears at the end of each month during the term hereof.

5.2 CITY shall pay to CONTRACTOR the sum of twenty-five dollars (\$25) per article in excess of the six (6) articles per year which are set forth in Section 2 above, which are authored by CONTRACTOR and published in the CITY publications, the Zoological Society's publications and/or other professional publications. Payment shall be made for the published articles identified herein within forty-five (45) days of the date of publication. CONTRACTOR shall have the duty to bring any and all publications of any such articles to the attention of CITY, and shall provide CITY with a copy of said published article, identifying the title, publisher, date of publication, page numbers upon which article appears and any further identifying information.

5.3 In addition to the above payments, CITY will also reimburse CONTRACTOR for direct, out-of-pocket expenses incurred by CONTRACTOR for independent outside consultations, medications, specialized surgical equipment, supplies or outside veterinary services beyond CONTRACTOR's expertise required for the care of the Zoo animals, regardless of the time when rendered.

CONTRACTOR shall provide CITY with a billing statement within five (5) days after the end of each month for services provided hereunder, which billing statement shall list the services rendered during each such month in each of the categories listed in Section 5.1 through 5.3 above. CITY

shall pay CONTRACTOR the amount determined above and as set forth in CONTRACTOR's billing statement for the prior month on or before the 10th day of the month following the month in which CONTRACTOR rendered the services. If this Agreement terminates for any reason while the total payments made to CONTRACTOR exceed CONTRACTOR's earned payment (as determined in the manner set forth above), CONTRACTOR shall promptly repay any such excess to the CITY.

CONTRACTOR is not entitled to participate in any retirement plan or other deferred compensation plan which may be provided by CITY. CONTRACTOR is not entitled to participate in any of CITY's employee plans or benefits, including, but not limited to, accident and health insurance, sick leave, group life insurance, medical expense reimbursement, and disability income or wage continuation plans.

6. Right to Second Opinions. CITY reserves the right to seek second opinions from qualified professionals regarding any diagnosis of disease, disorder, ailment, malady, physical condition and treatment relating to animals in the collection. Upon being directed to do so by CITY, CONTRACTOR shall abide by CITY's instructions regarding diagnosis for disease, disorder, ailment, malady, physical condition and treatment relating to animals in the collection.

7. Indemnification. CONTRACTOR shall indemnify CITY against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to animals, persons or property caused by or sustained in connection with the performance of this Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation, and the defense of any such claim or actions.

8. Termination of Agreement.

8.1 This Agreement may be terminated by either party for any reason whatsoever upon the giving of thirty (30) days written notice to the other party. Upon termination of this Agreement, all animals for whom CONTRACTOR provided services shall remain animals of CITY, and all records of all such animals for whom CONTRACTOR provided services shall remain the sole property of CITY, and CONTRACTOR shall have no right to copy such records.

8.2 This Agreement may be terminated in the sole discretion of CITY upon the occurrence of any of the following:

(a) CONTRACTOR engages in fraud, dishonesty, misappropriation of funds, embezzlement, or other act of misconduct in the rendering of services pursuant to this Agreement;

(b) CONTRACTOR continues to engage in personal or professional misconduct or to violate rules of professional ethics after written notice thereof from CITY;

(c) CONTRACTOR fails or refuses, after written notice, to faithfully or diligently perform any of the duties, terms, conditions, or provisions of this Agreement;

(d) CONTRACTOR makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or is involuntarily adjudicated bankrupt;

(e) CONTRACTOR becomes disabled for a period of thirty (30) days. CONTRACTOR shall be considered disabled if, CONTRACTOR is unable to personally perform the services required of CONTRACTOR under the terms of this Agreement, or, if under the terms of a disability income policy insuring CONTRACTOR, the insurance company which writes the insurance shall determine CONTRACTOR is disabled. If a disability income policy is not in force, CONTRACTOR shall be considered disabled on the certificate of a physician licensed to practice medicine in the state of Idaho. CITY shall choose the examining physician and may require CONTRACTOR's attendance and exam with such physician provided CITY has reasonable grounds to believe CONTRACTOR is incapable of meeting his professional duties required hereunder. CONTRACTOR shall pay for the cost of such examination;

(f) CONTRACTOR ceases to be licensed to practice veterinary medicine, the profession called for by this Agreement, by the State of Idaho or any governing body of such profession in charge of licensing veterinarians in the State of Idaho.

8.3 Upon termination of this Agreement under the provisions of this paragraph 8, or expiration of this Agreement, CONTRACTOR shall purchase a "tail" professional liability insurance policy with limits of not less than two hundred fifty thousand dollars (\$250,000) at CONTRACTOR's sole cost and expense.

9. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed first class, postage prepaid.

If to City: City of Idaho Falls
 P.O. Box 50220
 Idaho Falls, Idaho 83405

If to Contractor: Dr. Rhonda Aliah
2561 Genevieve Way Idaho
Falls, Idaho 83402

10. Controlling Law. This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Idaho.

11. Miscellaneous.

11.1 Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered an original.

11.2 Integration. This Agreement supersedes all prior agreements or understandings, written or oral, of the parties hereto and incorporates the entire understanding of the parties with respect to the transactions contemplated hereby. This Agreement may not be modified without the prior written agreement of both parties to this Agreement.

11.3 Attorney Fees. Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other or prevailing party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

11.4 Severability. If any term or provision of this Agreement or application to any circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.5 Waiver. All waivers to any of the terms or conditions of this Agreement shall be in writing, signed by the party waiving the performance of such term or condition. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

11.6 No Assignment. This Agreement shall not be assigned by CONTRACTOR or CITY or by operation of law without the prior written consent of all parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below:

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By: _____
Rebecca L. Noah Casper, Mayor

(Seal)

By: _____
Rhonda Aliah, DVM

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, the municipal corporation that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said 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 Rhonda Aliah, whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute 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 of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: October 6, 2017

RE: Approval of FY2017/2018 BID Management Agreement

Attached is the BID Management Agreement for FY2017/2018. As part of the BID ordinance, the City approves the agreement with Idaho Falls Downtown Development Corporation (IFDDC) to manage the funds collected through the BID assessment. The agreement establishes the conditions, dates for payment, and outlines IFDDC's goals and objectives for the coming year. Staff recommends approval of the agreement.

Attachments: BID Management Agreement

**IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION BUSINESS
IMPROVEMENT DISTRICT (BID) MANAGEMENT AGREEMENT**

THIS IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION BUSINESS
IMPROVEMENT DISTRICT (BID) MANAGEMENT AGREEMENT, made this _____ day
of _____ 2017, by and between the CITY OF IDAHO FALLS, State of Idaho, a
municipal corporation, P. O. Box 50020, Idaho Falls, Idaho 83405, hereinafter referred to as the
“CITY,” and the IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION, an Idaho
non-profit corporation, 425 N. Capital Ave., Idaho Falls, Idaho, 83402, hereinafter referred to as
the “CORPORATION”.

WITNESSETH:

WHEREAS, CITY, pursuant to its Ordinance No. 2245 (the “ORDINANCE”), as
authorized by Idaho Code Section 50-2601, *et seq.*, did establish a Business Improvement District,
hereinafter referred to as the “DISTRICT,” and

WHEREAS, CORPORATION was organized and established for the purpose of
revitalizing the Idaho Falls Downtown area and operates primarily within the boundaries of the
DISTRICT as established by the ORDINANCE, and

WHEREAS, CORPORATION is willing to and is capable of providing certain
administration and management services to CITY regarding operation of DISTRICT;

NOW, THEREFORE, for good and valuable consideration set forth herein, the parties
agree as follows:

1. Pursuant to Idaho Code Section 50-2611, CITY hereby retains the CORPORATION to
provide certain management services as set forth in Exhibit A attached hereto, regarding the

management and operation of DISTRICT. CORPORATION warrants it has adopted By-Laws
BID MANAGEMENT AGREEMENT

necessary to fulfill the terms of this Agreement and further covenants such administration complies with all applicable provisions of state and local law including, but not limited to, Chapter 26, Title 50 and Chapters 1 and 2, Title 74, of the Idaho Code.

2. The principal office of the CORPORATION and registered agent thereof is presently located at 425 N Capital Ave., Idaho Falls, Idaho 83402, and all notices required by this Agreement to be sent to CORPORATION shall be mailed to such office or such other address designated in writing by CORPORATION to CITY.

3. On or before May 1, 2018, CORPORATION shall hold a public meeting for the purpose of allowing public comments and input regarding proposed projects, goals, objectives, and expenditures of the DISTRICT for the 2017/2018 fiscal year. Such meeting shall be open to all persons against whom assessments are levied under the ORDINANCE and all persons who own or operate businesses within the DISTRICT. CORPORATION shall mail a written notice of the meeting stating the date, time, place, and purpose of the meeting to all such businesses not less than fifteen (15) days prior to the date of the meeting.

4. On or before June 1, 2018, CORPORATION shall provide to the CITY a projection of anticipated revenues and recommended expenditures of DISTRICT for the 2017/2018 fiscal year of the CITY. CORPORATION shall also establish and identify goals, objectives, projects, and marketing and advertising campaigns for which BID revenues are to be utilized and shall simultaneously submit such information to the CITY. The CITY Council shall thereafter review such reports and recommendations and provide any comments or exceptions to CORPORATION.

5. Upon receipt by CITY of any appeal of any BID member of the assessment pursuant to Section 30 of the ORDINANCE, CITY may forward the same to the CORPORATION. Upon

MANAGEMENT AGREEMENT

receipt of such appeal, CORPORATION shall forthwith review the appeal and make recommendations to the CITY Council regarding an appropriate disposition of the appeal.

6. CORPORATION shall keep correct and complete books and records of accounts, shall keep minutes of the regular and special meetings of the Board of Directors of CORPORATION and shall keep at the principal office a record of the names and addresses of all BID members. All books and records of CORPORATION may be inspected by CITY or its agents for any proper purpose at any time during normal business hours. All public records shall be subject to and disclosed pursuant to Title 74, Chapter 1, of the Idaho Code (the Idaho Public Records Act).

7. In consideration of the management services provided to CITY by CORPORATION, CITY agrees to pay CORPORATION the sum of sixty thousand dollars (\$60,000), due and payable as follows:

- a. The sum of fifteen thousand dollars (\$15,000), due and payable on or before October 1, 2017; and
- b. The sum of thirty thousand dollars (\$30,000), due and payable on or before January 1, 2018; and
- c. The sum of fifteen thousand dollars (\$15,000), due and payable on or before June 1, 2018.

Notwithstanding the foregoing, in the event the total amount of the assessments collected by CITY under the ORDINANCE as of any of such due dates is insufficient to make such installment payments, CITY shall have the obligation to remit only such amounts for which it has received sufficient revenues from assessments against business owners within the DISTRICT. If CITY thereafter receives further assessment payments, it shall thereafter remit, from time to time and as

frequently as practical, amounts sufficient to cure such shortfalls. Further, in the event a court of competent jurisdiction holds the ORDINANCE to be invalid or unenforceable in any respect, then CITY and CORPORATION shall be released from any and all monetary obligations hereunder and this Agreement shall be deemed null and void.

8. CORPORATION shall hire staff as determined by its Board of Directors to coordinate and assist in the administration of the operation of the DISTRICT.

9. CITY shall be responsible for billing and collecting all BID assessments and accounting for all revenues to and expenditures of the DISTRICT.

10. All public meetings shall be noticed, held, and documented pursuant to Title 74, Chapter 2, of the Idaho Code (the Idaho Open Meetings Law).

11. The term of this Agreement shall commence on October 12, 2017, and shall terminate on September 30, 2018. The parties may renew this Agreement by mutual consent provided notification of the desire to renew this contract shall be given not less than one hundred twenty (120) days prior to the execution of this proceeding contract term.

12. Whenever used in this Agreement and when required by the context, the singular number shall include the plural, gender shall include the masculine, feminine and/or neuter genders, as may be applicable, and persons shall include corporations, trusts, partnerships or other lawful associations of any kind.

13. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

MANAGEMENT AGREEMENT

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on this _____ day of _____, 2017.

CITY OF IDAHO FALLS

IDAHO FALLS DOWNTOWN
DEVELOPMENT CORPORATION

By: _____
Rebecca Casper, Mayor

By: _____
Greg Crockett, Chair

EXHIBIT A

Idaho Falls Downtown Development Corporation

Mission:

Idaho Falls Downtown Development Corporation (IFDDC) advances our historical downtown as the regional center for commerce, culture and leisure activities for residents and visitors.

Organization:

The Idaho Falls Downtown Development Corporation is a non-profit 501 (c) (6) organization.

A Board of Directors of thirteen has volunteered to implement the goals to achieve the mission. General board meetings are open to the public and held the first Tuesday of every month at 8:30 a.m.

Objectives:

Idaho Falls Downtown Development Corporation Objectives:

1. **Promotion:** Enhance commercial district image development, work with special events and retail promotions, and work with the media.
2. **Economic restructuring:** Conduct a yearly market analysis, focus on business retention and recruitment, encourage real estate development.
3. **Organization:** Fund raising, volunteer recruitment, staff support, financial accounting and program promotion.
4. **Design:** Design education, architectural services, develop incentives for rehabilitation, and plan public improvements.
5. **Executive:** Consists of president, vice-president, secretary and treasurer from the Board of Directors whom oversees the budgeting, staffing, grants and operations of the corporation.

Goals:

The Idaho Falls Downtown Development Corporation has the following goals:

- Branding Downtown
- Gateway Signage
- Business Recruitment & Retention
- Increase Downtown Visitors & Shoppers
- Community Feel Among Merchants & Building Owners
- Improve Broadway Corridor
- Identify Infrastructure Improvements

MANAGEMENT AGREEMENT

Downtown Projects:

The Idaho Falls Downtown Development Corporation has identified the following projects:

- Planter boxes upgraded throughout downtown
- Stamped concrete at crosswalks
- Broadway - new trees and sidewalk
- Merchant sign at Memorial & B and Memorial & A
- Lighted crosswalk signs at Memorial & B (like at EIRMC)
- Murals on buildings
- Alley improvements

Marketing and Advertising Campaigns:

The Idaho Falls Downtown Development Corporation is promoting downtown by increasing the events held downtown. These events market the downtown businesses and area to those who attend. We have launched a Downtown Gift Certificate which can be used throughout downtown. We are also partnering with the Museum of Idaho to market their new exhibits while they in turn market the downtown to their customers. The events planned for 2017 - 2018 are:

- October – Zombie Pub Crawl, Boo at the Zoo
- November – Fall Brew, Tree Lighting Ceremony
- December – Find Santa’s Puppy, Saturday Free Trolley Rides, Tree Lighting Ceremony
- January – Winterbrew
- March – Find the Golden Egg, Find the Easter Bunny
- April – Springbrew
- May – Family Day Downtown, Autism Awareness
- July – Taste of Downtown
- August – Rodeo Kick-off Party



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: October 6, 2017

RE: Rezoning to remove a PT-1 Overlay, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lots 19-24, Block 24, Lots 7-24, Block 37, Highland Park

Attached is the application for Rezoning to remove a PT-1 Overlay, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lots 19-24, Block 24, Lots 7-24, Block 37, Highland Park. The Planning and Zoning Commission considered this item at its September 5, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and Council for consideration.

Attachments:

Vicinity Map

Aerial Photo

Staff Report, September 5, 2017

P&Z Minutes, September 5, 2017

Zoning Ordinance

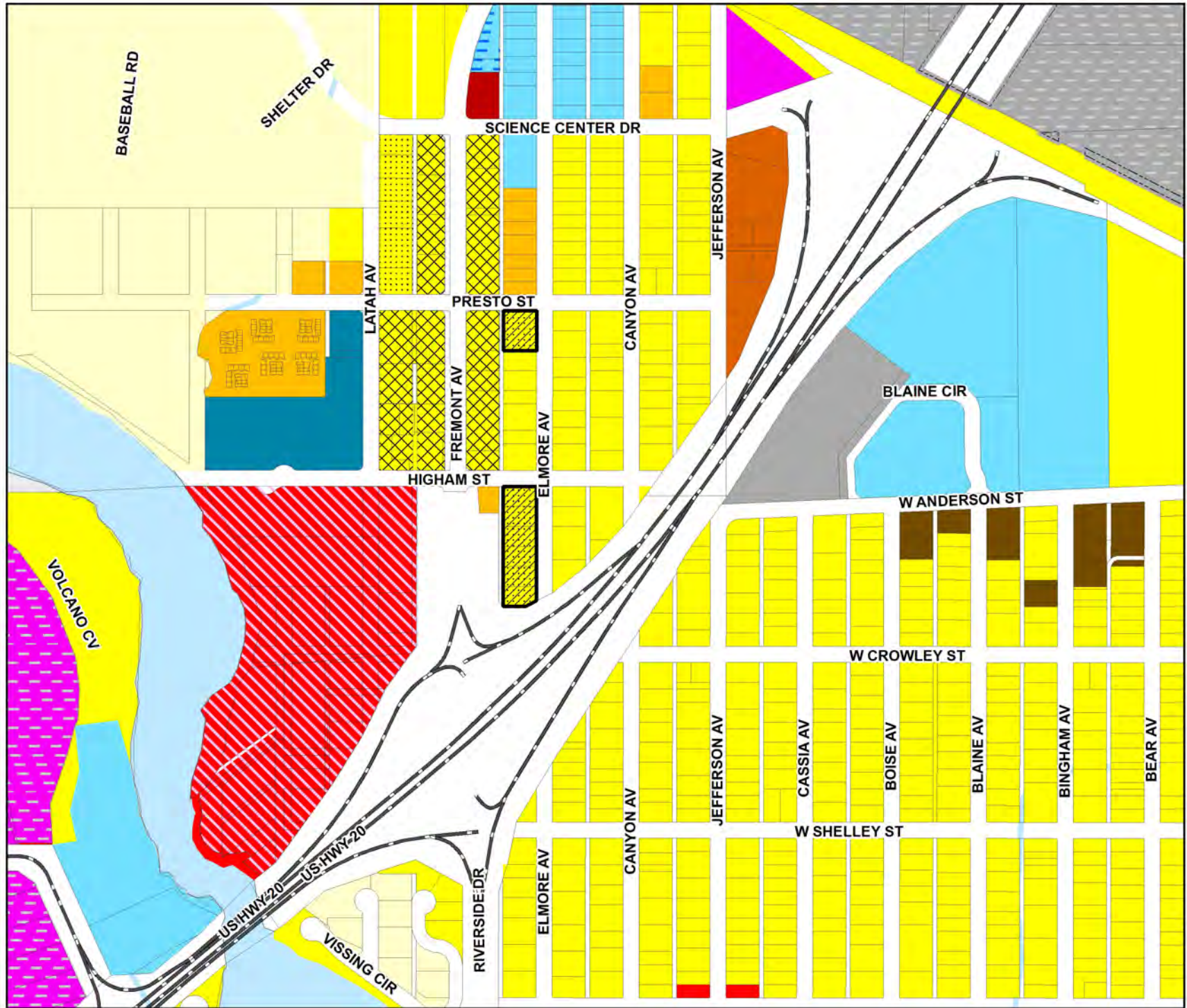
Reasoned Statement of Relevant Criteria and Standards

Rezone

Lots 19-24, Block 24 & Lots 7-24, Block 37, Highland Park

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





Presto St

Latah Ave

Fremont Ave

Higham St

Elmore Ave

Canyon Ave

Jefferson Ave

US Hwy 20 SB

US Hwy 20 NB

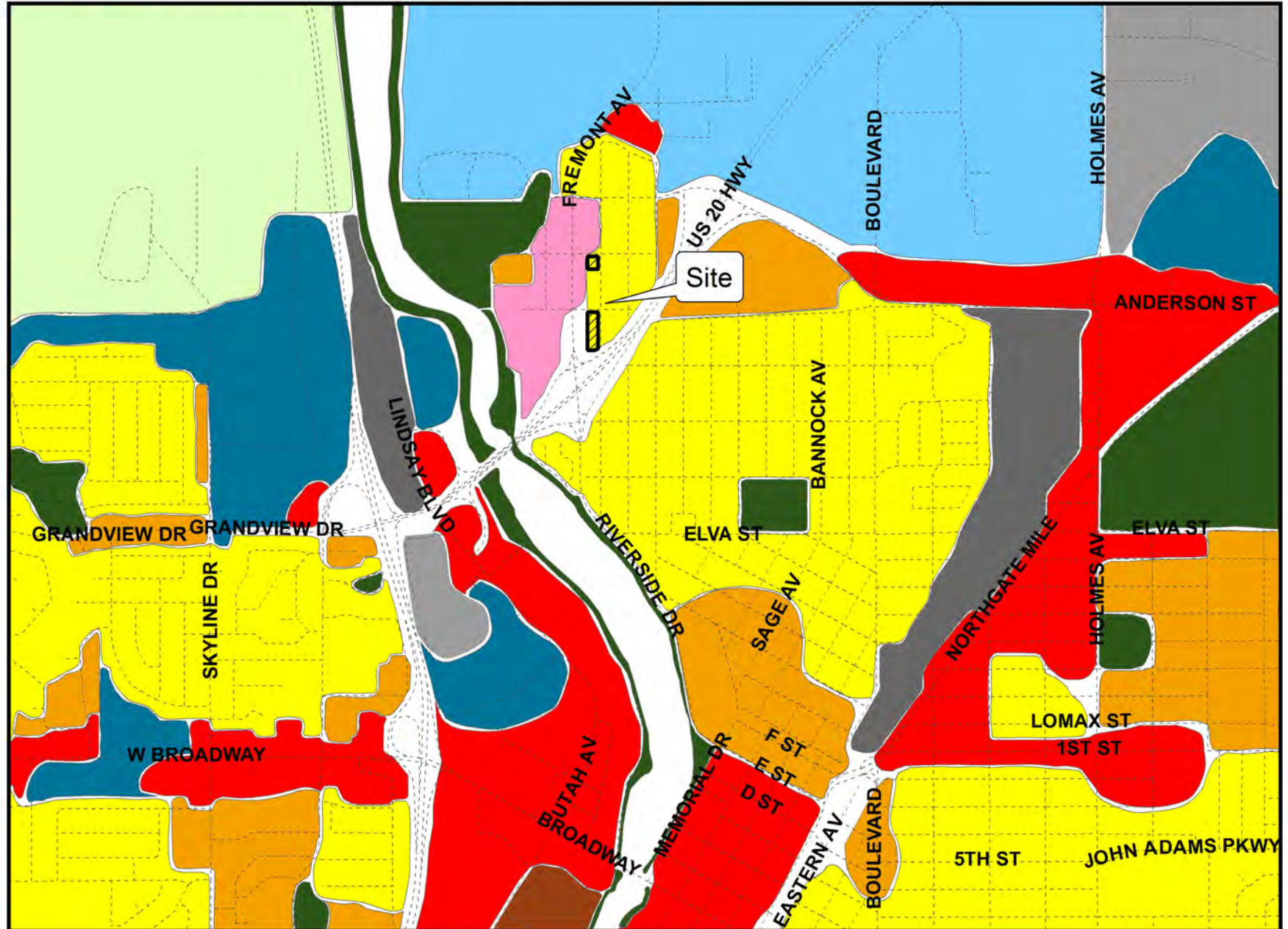
Jefferson Ave

Rezone

Lots 19-24, Block 24 & Lots 7-24, Block 37, Highland Park

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

Comprehensive
Plan



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

Rezone from R-1/PT-1 to R-1 for

Lot 19-24, Block 24 & Lots 7-24, Block 37, Highland Park Addition

September 5, 2017



Community
Development
Services

Applicant: City of Idaho Falls

Location: Generally south of Science Center Dr., west and north of US Hwy 20 & east of Fremont Ave.

Existing Zoning:

Site: R-1/PT-1

North: R-2

South: R-1

East: R-1

West: R-1/PT-2

Existing Land Use:

Site: Residential/Vacant

North: Residential

South: Residential

East: Residential

West: Residential

Future Land Use Map:

Low Density Residential,

Attachments:

1. Maps, Aerial

Requested Action: To **recommend** to the Mayor and City Council rezoning to remove the PT-1 Overlay Zoning designation from the property.

Staff Comments: These properties are currently zoned R-1 with the PT-1, Planned Transition Overlay designation. The overlay zoning was placed on these properties in 1987 as part of a larger overlay zoning project that also included areas along South Boulevard and 17th Street.

The intent of the PT Overlay Zones is to maintain land use compatibility and enhance the functioning of arterial streets. Fremont Ave. is classified as a minor arterial. In the Transitional Areas planning study done in 1986 the Fremont Ave. area was identified as an area to watch for possible implementation of the overlay zone. This area, however, was included in the 1987 ordinance adoption of the overlay.

The creation of the PT Zones was to find an organized way to protect property owners along parallel and side streets adjacent to arterial streets that were transitioning from residential to commercial land uses. The PT Zones have also allowed the City a way to address redevelopment and access reduction along major roadways.

Uses allowed in the PT-1 Overlay Zone include high density residential uses. The PT Zones require a minimum of 30,000 sq ft before a property can be developed. This has discouraged the development of single unit dwellings and the development of individual properties. The properties that were vacant in the 1984 aerials continue to be vacant today.

Staff continues to receive inquiries regarding the development of single unit homes in this area and has seen new homes be constructed on properties that do not have the restriction of the overlay. The long range plan and current R-1 zoning of the area encourage the development of single unit homes.

Staff Recommendation: Staff recommends removal of the PT-1 Overlay Zoning designation.

Rezoning Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Rezoning Application Responses	Staff Comment
Explain how the proposed change is in accordance with the City's Comprehensive Plan.	The long range plan identifies this area for low density residential development. Removal of the overlay will promote that type of development.
What changes have occurred in the area to justify the request for a rezone?	The City placed the overlay on these properties in 1987. Development under the PT-1 designation has not materialized.
Are there existing land uses in the area similar to the proposed use?	Block to the immediate east have been developed for single unit residential.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Single unit residential can be accommodated on the properties.
Criteria for Rezoning Section 3-4 of Ordinance	Staff Comment
The potential for disruption of agricultural irrigation and drainage systems	Staff is unaware of and potential for disruption of irrigation or drainage systems with the proposed change to the property.
The potential for damage to neighboring properties or public facilities (including streets, culverts, bridges, and existing storm drains) from accelerated storm water or snow melt run-off	Staff is unaware of damage from accelerated storm runoff as a result of the zone change.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	Removal of the PT-1 will reduce the potential greater traffic generation than would be encouraged with high density residential.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	Removal of the PT-1 will not have impact on infrastructure in the area.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties.	Staff is unaware of specific nuisances or hazards.
Recent changes in land use on adjoining parcels or in the neighborhood or the proposed zoning map amendment.	New homes have been constructed on properties that do not have the overlay restriction.

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.

10-3-25: PT-(x) PLANNED TRANSITION ZONE

(A) Purpose of Zone.

The Planned Transition Zone (hereinafter referred to as the "PT Zone") is designed to maintain land use compatibility and enhance the functioning of arterial streets by requiring conformity to the performance standards set forth herein with respect to land use changes in areas experiencing transition. Such transitional areas have been identified in the Comprehensive Plan.

(C) Permitted Uses.

The following uses shall be permitted in the PT Zone:

- (1) PT-1 All high density residential uses, and any accessory buildings and public utilities used in conjunction therewith.

2. RZON 17-008: REZONE. Removal of PT-1 Zone, East Half Blocks 24 & 37 Highland Park. Beutler presented the staff report, a part of the record. Dixon clarified and Beutler agreed that with the PT-1 Overlay, until you have 30,000 sq. ft. no development can occur, even in an R-1 Zone. Black asked if the property owners are aware of the rezone on this property. Beutler indicated that the property owners were notified. Black asked the reasoning for bringing this application. Beutler stated that as people come in and inquire about a vacant piece of property this is a road block to the requested development, so staff is determining what areas this overlay should be removed. Black asked if the two lots on the application are the only lots in the area with the PT overlay. Beutler stated that PT-1 only exists on the two outlined properties. Beutler added that there is a PT-2 Overlay that allows for commercial uses and that is still appropriate along Fremont. Dixon asked if there is a reason that PT-1 was in the two sections with the section in between with no overlay. Beutler stated that it is difficult to speak to specifics of the area, but the concept at the time was to organize areas of undeveloped property and how to get the whole block to redevelop. Dixon asked if anything has developed since the overlay was put in place. Cramer stated that since the PT overlays have been in place is on the western side of Fremont in the commercial center, including Pit Master BBQ, Eagle Rock Engineering, dental office, etc. Cramer stated that all development has been on Fremont and not on the back lots that are the subject properties. Cramer stated that a property owner on the south came to staff and wanted to develop, but couldn't because of the restriction, and Habitat for Humanity has looked in this area for lots and the ones that are vacant have the overlay.

Dixon opened the public hearing.

No one appeared in support or in opposition of the application.

Dixon closed the public hearing.

Morrison stated that it is always good to add more R-1.

Swaney commended staff on recognizing a past error and removing the overlay. Wimborne agreed.

Josephson asked about the widening of Science Center as there are vacant lots on the south side of Science Center. Beutler stated that those lots do not have the overlay that is restricting development. Beutler stated that the unimproved streets in the area have restricted development. Beutler stated that the Public Works office will be putting in the budget each year to begin paving the unpaved streets in the City. Beutler stated that a repaving project will be starting next summer and Habitat for Humanity is looking to develop some properties along Science Center and they will be required to put in curb and gutter.

Morrison moved to recommend to the Mayor and City Council approval of the Rezone from R-1/PT-1 to R-1 for Lot 19-24, Block 24 & Lots 7-24, Block 37, Highland Park Addition, Wimborne seconded the motion and it passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF LOTS 19-24, BLOCK 24, AND LOTS 7-24, BLOCK 37, HIGHLAND PARK ADDITION AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R-1 ZONE WITH A PT-1 OVERLAY ZONE TO R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on September 5, 2017, and recommended approval of zoning the subject property to R-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on October 12, 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 following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

All of Lots 19-24, Block 24 and Lots 7-24, Block 37, Highland Park Addition

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

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2017.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF LOTS 19-24, BLOCK 24, AND LOTS 7-24, BLOCK 37, HIGHLAND PARK ADDITION AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R-1 ZONE WITH A PT-1 OVERLAY ZONE TO R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM R-1/PT-1 to R-1 FOR LOTS 19-24, BLOCK 24 & LOTS 7-24, BLOCK 37, HIGHLAND PARK ADDITION

WHEREAS, the applicant filed an application for rezoning from R-1/PT-1 to R-1 on July 17, 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on September 5, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on October 12, 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 located generally south of Science Center Dr., west and north of US Hwy 20 & east of Fremont Ave.
3. These properties are currently zoned R-1 with the PT-1, Planned Transition Overlay Zone.
4. The overlay zoning was placed on these properties in 1987 as part of a larger overlay zoning project that also included areas along South Boulevard and 17th Street.
5. The PT Zones require a minimum of 30,000 sq ft before a property can be developed. This has discouraged the development of single unit dwellings and the development of individual properties.
6. The Comprehensive Plan designates this area as Low Density Residential.
7. The R-1 Zoning designation would encourage the development of single unit homes if the overlay zone were removed.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the rezoning from R-1/PT-1 to R-1 for Lot 19-24, Block 24 & Lots 7-24, Block 37, Highland Park Addition.

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: October 6, 2017

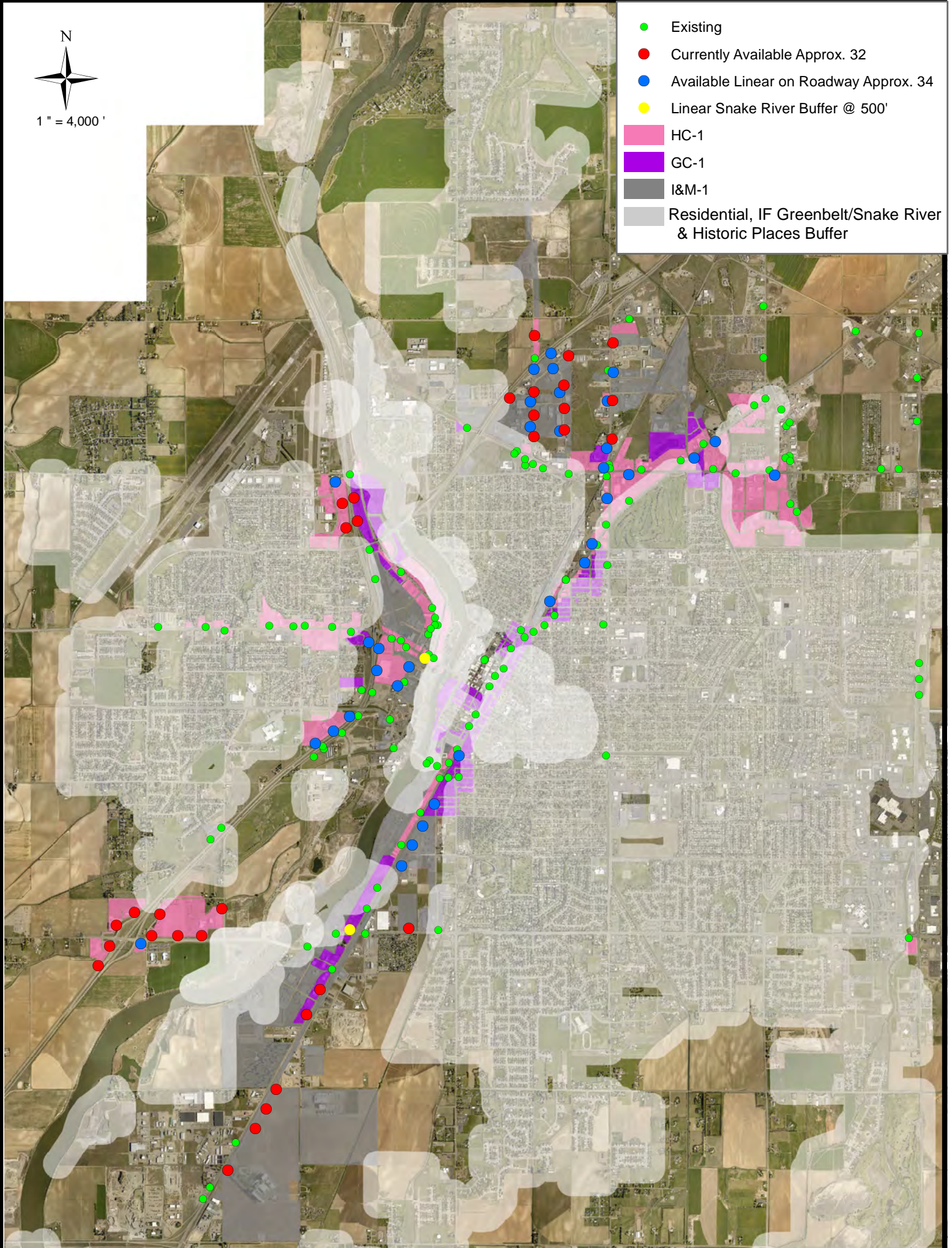
RE: Sign Ordinance amendment to modify requirements for billboard locations

Attached is an ordinance amendment proposed by YESCO Signs to modify location requirements for billboards. The amendment would be applicable to entryways to the City and allow billboards to be closer to the Snake River and Riverwalk and measure distance between billboards with a linear measurement instead of a radial measurement. Planning and Zoning Commission considered this item at its September 5, 2017 meeting and recommended denial by a 9-1 vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and Council for consideration.

Attachments: Map Showing Existing and Proposed Billboard Locations
 Staff Report, September 5, 2017
 P&Z Minutes, September 5, 2017



- Existing
- Currently Available Approx. 32
- Available Linear on Roadway Approx. 34
- Linear Snake River Buffer @ 500'
- HC-1
- GC-1
- I&M-1
- Residential, IF Greenbelt/Snake River & Historic Places Buffer



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Sign Ordinance Amendment (Billboards)
September 5, 2017



Community
Development
Services

Applicant:
YESCO

Attachments:

1. Proposed Amendment Language
2. Billboard Identification Map

Staff Recommendation: To recommend to the Mayor and City Council denial of the amendment language to the Sign Ordinance because it conflicts with the policies and implementation strategies of the Comprehensive Plan.

Staff Comments: The current sign ordinance allows billboards within the HC-1, GC-1 and I&M-1 Zones. The ordinance requires a 750-foot separation between billboards. YESCO is requesting that the 750-foot buffer be modified from a radial distance to a separation from other billboards on the same side of the road. Their request also provides that this linear separation would only apply along designated gateways. Those designated gateways include Broadway (from I-15 to Yellowstone Ave.) and Sunnyside Road (from I-15 to Yellowstone Ave.). The intent of this modification is to allow a billboard to be placed on YESCO's property located at 1530 W Sunnyside Road. YESCO estimates that this modification would open the possibility of two new billboard locations, one on Broadway and one on Sunnyside.

In order to place a billboard on the YESCO property a modification would also have to be made to the 750-foot buffer requirement from the Snake River, greenbelt and property owned by the City. YESCO's property is approximately 300-feet from the greenbelt and City owned property next to the river and approximately 415-feet from the Snake River. The eastern edge of YESCO's property, the furthest point from a sign could be placed from the greenbelt, is a little over 500 feet.

With no change to the ordinance language there is currently the availability of 5 additional billboard locations along Sunnyside Road. A change in the code language to allow a linear separation and reduction in the buffer from the greenbelt to 500 feet it would allow one additional sign along Sunnyside and one additional sign on Broadway.

The requested ordinance change is in conflict with the Comprehensive Plan. With regard to entryways the plan indicates the desired image for entryways is one of landscaped roadways, uncluttered by open storage and signs (p. 10). The implementation strategies within the plan include controlling the type, location and number of signs. The plan states "Signs are important in directing residents and visitors to goods and services. However, when commercial and industrial properties become cluttered with signs, the messages are lost. A review of the sign code should assure needed signs are provided without compromising the attractiveness of the entryways to the city" (p.13).

The sign code was most recently revised in February 2016. At that time staff worked with a sign committee to update the sign ordinance to create standardization according to sign types and address new technologies. YESCO had asked staff to consider similar changes as part of the 2016 amendments. At that time there was no desire by the committee to adjust the separation and buffering requirements related to billboards. The committee did recommend changes to the size of billboards to reflect standard industry sizes. Billboards within 100 feet of I-15 were changed from 680 sq ft to 672 sq ft. All other billboards were increased from 250 sq ft to 300 sq ft.

Staff recognizes the need for YESCO to be able to display their product and services in the area. Staff's review of the city shows that there are currently 32 available locations for billboards along entryways to the city. Additionally, the current ordinance would allow YESCO to convert up to 75% of their freestanding sign to electronic message center that could display their products and services. If the suggested ordinance language was broadened beyond just YESCO's request, to take a more comprehensive approach and include all entryways within the City, staff estimates that there would be an additional 34 billboard locations for a total of 66 possible locations. This would exclude the two additional locations that would occur if the buffer from the greenbelt was reduced.

HC-1 Zone

300 sq. ft., Within 100 of I-15: 672 sq. ft., LED billboards and tri-vision: 300 sq. ft. in all locations except 672 sq. ft. within 100 feet of I-15, 45 ft. from grade to top of sign, 750 feet from nearest billboard, [unless located along a designated gateway in which case spacing shall be 750 feet from the nearest billboard on the same side or the road](#), Snake River nearest boundary of Idaho Falls Greenbelt and land owned by the City of Idaho Falls adjacent to the River, [unless located along a designated gateway in which case spacing shall be 500 feet](#), or from properties/ districts listed on National Register of Historic Places, 500 feet from nearest residential zone. No stacking or side by side billboards. See Section 7-9- 50 for additional restrictions.

GC-1 Zone

480 sq. ft., Within 100 of I-15: 672 sq. ft., LED billboards and tri-vision: 300 sq. ft. in all locations except 672 sq. ft. within 100 feet of I-15, 45 ft. from grade to top of sign, 750 feet from nearest billboard, [unless located along a designated gateway in which case spacing shall be 750 feet from the nearest billboard on the same side or the road](#), 750 feet from the Snake River nearest boundary of Idaho Falls Greenbelt and land owned by the City of Idaho Falls adjacent to the River, [unless located along a designated gateway in which case spacing shall be 500 feet](#), or from properties/ districts listed on National Register of Historic Places, 500 feet from nearest residential zone. No stacking or side by side billboards. See Section 7-9-50 for additional restrictions.

[Designated gateways include Broadway, from I-15 to Yellowstone Avenue, and Sunnyside Road, from I-15 to Yellowstone Avenue.](#)

3. RZON 17-009: REZONE. Amend Table 6, Billboards, Chapter 9, Sign Code of Title 7.

Beutler presented the staff report, a part of the record. Dixon asked if there is any place else that gateways to the City have been designated or have differentiated a gateway from any other type use in the same zone. Beutler stated that nothing specific to gateways and when they made changes to electronic signs code they used corridors in the City, such as Sunnyside, Channing, 17th and 1st Street.

Dixon opened the public hearing.

Applicant: Eric Ensign, 2401 Foothill Drive, Salt Lake City, Utah. Ensign stated that for 3 years YESCO has tried to get a billboard on their property on Sunnyside. Ensign stated that most states that YESCO deals with from Colorado to California, look at lineal view rather than a radial view. Ensign stated that the Greenbelt is the defining thing of Idaho Falls, but there are mitigating factors. Ensign stated that he stood at the bridge on Sunnyside and could not hit the YESCO property with a golf ball so it must be more than 750'. Ensign stated that the turn in the road acts as a natural buffer, and a canal also acts as a natural buffer. Ensign stated that they could put up a big sign that advertises YESCO, but they cannot afford it as the high-resolution signs are expensive and so they need other advertisers to help pay for it. Ensign stated that there are 5 other spots along Sunnyside that a billboard could go, but that doesn't mean that 5 property owners want a sign on their property. Ensign stated that the signs help in the gateways to the community. Ensign stated that Las Vegas Nevada has the strictest sign ordinance. Ensign stated that they think the two minor changes, changing the lineal vs. radial and change the setback would be beneficial. Black asked if most of the business is from local traffic or from visitors. Ensign stated that most of the business is local businesses advertising that are targeting people from outside of the City. Swaney commended YESCO for their participation on the Sign Ordinance in 2016.

No one appeared in support or opposition.

Dixon closed the public hearing.

Dixon stated that billboards are directed at people from out of town.

Morrison doesn't believe it is wise to change the ordinance for a specific company and would set a bad precedent.

Black agreed with Morrison that changing the ordinance to accommodate one company is not a good idea. Black indicated that they only recently changed the sign ordinance and she does not agree with making more changes.

Josephson stated that he doesn't see a negative to the changes being requested. Josephson stated he is open to the idea of the changes.

Dixon pointed out that they are not only asking for a specific change for their property, but rather a general change to the Ordinance and could increase the density of signs on the roads.

Morrison stated that the negative to the change is changing an ordinance for a special interest.

Foster stated that it is not consistent with the Comprehensive Plan for the City.

Wimborne moved to recommend to the Mayor and City Council denial of the Amendment to the Sign Ordinance (Billboards) because it conflicts with policies and implementation strategies of the Comprehensive Plan, Morrison seconded the motion and it passed 9-1.

Josephson opposed the motion. Josephson stated that he doesn't see a negative effect of changing the Ordinance and as time goes on the City will have to continue to fine tune the ordinance.

Dixon asked Staff about adding information or descriptions of "gateways".

Dixon stated that there is nothing that covers mobile signs in the Sign Code, and multiple times that has become an issue, and there is a gap that needs to be addressed.



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: October 6, 2017

RE: Annexation and Initial Zoning of C-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 14.647 Ac., Sec. 22&23, T2N, R37E

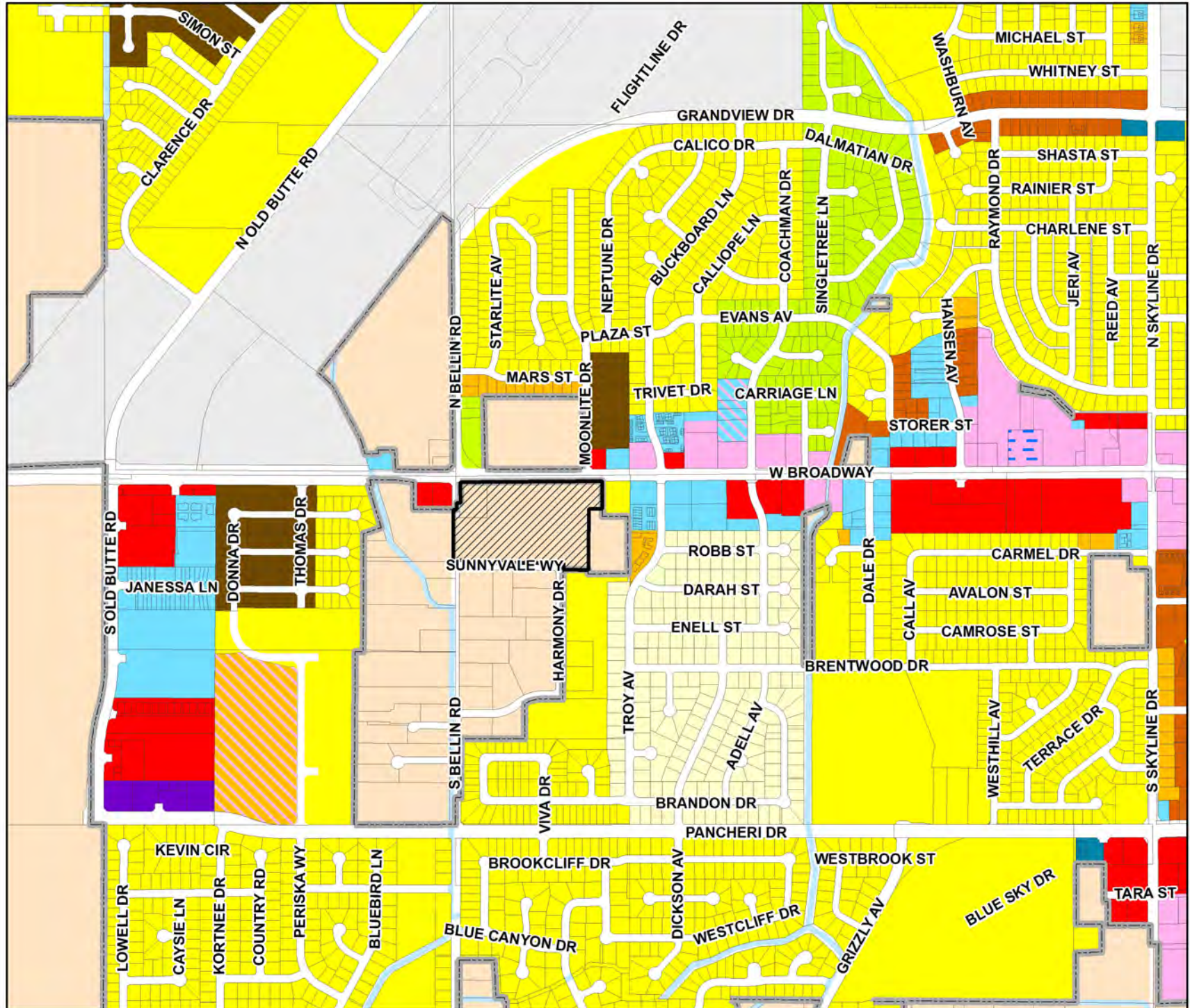
Attached is the application for Annexation and Initial Zoning of C-1, Annexation and Zoning Ordinances, and Reasoned Statement of Relevant Criteria and Standards, M&B: 14.647 Acres, Sections 22 & 23, T 2N, R 37E (Corner of Broadway and S. Bellin Road). The Planning and Zoning Commission considered this application at its September 5, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

- Vicinity Map
- Aerial Photo
- Staff Report, September 5, 2017
- P&Z Minutes, September 5, 2017
- Annexation Ordinance
- Zoning Ordinance
- Reasoned Statements 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





W BROADWAY

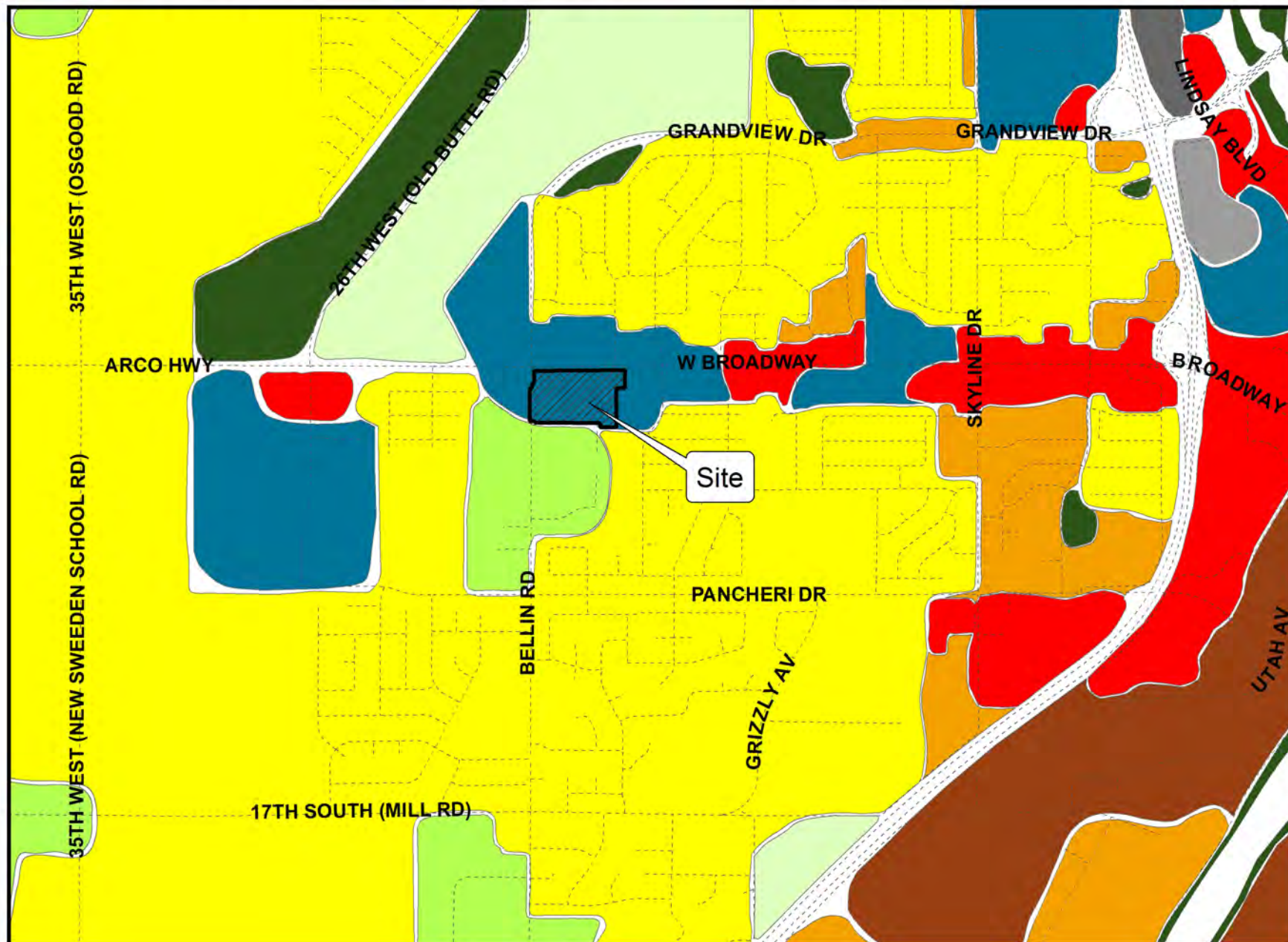
BELLIN RD

Annexation & Initial Zoning

M&B: Approx. 14.647 Acres Sections 22 & 23, T 2N, R 37E

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

Comprehensive
Plan



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 C-1
M&B: Approximately 14.647 Sections 22 & 23 T 2N, R 37E
July 11, 2017



Community
Development
Services

Applicant: Jeff Freiberg
Engineering

Location: Generally south
of W Broadway, west of S
Troy Ave., north of
Pancheri Dr., and east of S
Bellin Rd.

Size: 14.647 acres

Existing Zoning:

Site: RMH, County A-1
North: County C-2
South: County A-1
East: R-1, R-3A, R-2
West: C-1, County C-2

Proposed Zoning:

C-1 Limited Commercial

Existing Land Uses:

Site: Agricultural
North: Commercial,
Residential
South: Residential
East: Assembly
West: Commercial,
Residential

Future Land Use Map:

Employment Center

Attachments:

1. Maps and aerial photos
2. C-1 Zoning Standards
3. Letters

Requested Action: To **recommend** to the Mayor and City Council approval of the annexation and initial zoning of C-1 for M&B: Approximately 14.647 Sections 22 & 23 T 2N, R 37E1

Staff Comments:

The property is proposed to be zoned C-1. When a development in the C-1 Zone adjoins land zoned RP, RP-A, R-1, or RMH or unincorporated land designated for single-family residential use in the Idaho Falls Comprehensive Plan, either a minimum ten foot (10') foot landscape buffer with trees spaced at twenty foot (20') intervals or a six foot (6') opaque fence shall be provided.

A landscaped strip of lawn, ground cover, shrubbery, and trees at forty foot (40') centers at least fifteen feet (15') in width shall be provided and maintained along the entire length of any street bordering a development except for permitted driveways.

Annexation: This is a Category "A" annexation. The parcel is contiguous with the City boundary to the east and west. It is also within the City's Area of Impact.

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

10-3-17: C-1 LIMITED BUSINESS ZONE

(A) General Objectives and Characteristics.

The C-1 Limited Business Zone has been established as a district in which the primary use of the land is for retail stores and service establishments of a kind which sell the types of goods and services needed to fill the daily household and personal service requirements of the people living in the surrounding area. This Zone is usually located at specific locations along major streets and is characterized by buildings having a wide variety of architectural forms and shapes.

The objectives in establishing this Zone are to:

- (1) Encourage the development and continued use of the land within the zone for business purposes.
- (2) To promote the development of serviceable and convenient retail and service facilities.
- (3) To provide appropriate areas for the development of business uses within the City and to prevent the scattering of business uses into surrounding Zones.
- (4) To prohibit industrial uses within the Zone and to discourage any other use which tends to thwart or militate against the continued use and development of the land within the Zone for its primary purposes.

In order to accomplish the objectives and purposes of this Zoning Code, the following regulations shall apply in the C-1 Limited Business Zone.

(B) Use Requirements.

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

- (1) Any use permitted in the RSC-1 Residence Shopping Zone.
- (2) Appliance Shops and appliance service establishments.
- (3) Bakeries.
- (4) Motels.
- (5) Beer Parlors, and taverns, as a secondary use only, when incidental to such uses as clubs, lodges and restaurants.
- (6) Commercial garages, but NOT including the storage of wrecked or dismantled automobiles.
- (7) Dwellings and Home Occupations.
- (8) Radio and T.V. studios and antennas.
- (9) Glass cutting and installation.
- (10) Public buildings and public utility buildings and structures.
- (11) Plumbing and carpenter shops and similar craft shops.
- (12) Drive-in restaurants, or restaurants with drive-up windows.
- (13) Signs identifying the buildings and signs advertising products sold on the premises as permitted by the City's Sign Code.
- (14) Enclosed rental storage facilities.
- (15) Other uses ruled by the Council to be similar to the above listed uses and in harmony with the objectives and characteristics.

(C) Area Requirements.

There shall be no lot area requirements for commercial buildings and structures constructed in accordance with adopted building codes of Idaho Falls, except as may be required for off-street parking, yards and the requirements of the Effect of Street Plan subsection of this Zoning Code. Dwellings shall comply with the R-3A Residence Zone's area requirements and width requirements.

(D) Width Requirements.

There shall be no lot width requirements for commercial buildings and structures constructed in accordance with the Building Code of Idaho Falls. For dwellings, the minimum width of lots shall be fifty feet (50').

(E) Location of Buildings and Structures.

- (1) Setback. All buildings shall be set back a minimum of thirty feet (30') from any public street, except as herein provided and required under the provisions of this Zoning Code.
- (2) Side Yards. There shall be no side yards required for any commercial buildings or structures. For dwellings, there shall be a side yard at least six feet (6').
- (3) Rear Yards. There shall be no rear yards required for any commercial buildings or structures. For dwellings, there shall be a rear yard of at least twenty-five feet (25') for all main residential buildings. For accessory residential buildings, no rear yard shall be required except where an alley is located at the rear of the lot, in which case a three foot (3') rear yard is required.

(F) Special Provisions.

- (1) Off-street parking shall be provided as required in this Zoning Code and shall be hard-surfaced.
- (2) All merchandise, equipment, and other materials, except seasonal merchandise such as nursery stock, fruits and vegetables, and vehicles in running order shall be stored within an enclosed building.
- (3) No dust, odor, smoke, vibration or intermittent light, glare or noise shall be emitted which is discernible beyond the premises, except for normal movement of automobile traffic.
- (4) Residential developments shall comply with Location of Parking Facilities subsection of this Zoning Code and the Lot Coverage and Landscaping requirements of the R-3A Residence Zone.^{81 82}
- (5) When a development in the C-1 Zone adjoins land zoned RP, RP-A, R-1, or RMH or unincorporated land designated for single-family residential use in the Idaho Falls Comprehensive Plan, either a minimum ten foot (10') foot landscape buffer with trees spaced at twenty foot (20') intervals or a six foot (6') opaque fence shall be provided.
- (6) A landscaped strip of lawn, ground cover, shrubbery, and trees at forty foot (40') centers at least fifteen feet (15') in width shall be provided and maintained along the entire length of any street bordering a development except for permitted driveways.

(G) See Supplementary Regulations to Zones.

1. ANNEX 17-005: ANNEXATION/INITIAL ZONING OF C-1 (LIMITED RETAIL BUSINESS). M&B 14.647 Acres Secs 22 & 23 T 2 N, R 37E (Shively).

McLane presented the staff report, a part of the record. Morrison asked if the property near the south-east corner is County. McLane indicated that property is County and owned by the church. Black asked about the landscaping requirements. McLane stated that Broadway and the other right of ways will require a 15' landscape buffer with trees every 40' on center. Dixon asked what the buffering is between the commercial property and the residential that is located east of the subject property. Cramer indicated that the buffering is an 8' cinderblock wall that was developed prior to the current landscaping standards. Black asked about the property across the street (north) of the subject property. McLane indicated that it is a county property. McLane stated that most of Broadway was developed prior to the landscape standards so this property will be one of the better-looking properties due to the standards. McLane indicated that there was a letter received from one of the neighbors that is included in the packet.

Dixon opened the public hearing.

Applicant:

Jeff Freiberg, 946 Oxbow Lane, Idaho Falls, Idaho. Freiberg stated that they are aware of the landscape and buffer requirements and the property will be developed per the City Ordinances. Hicks asked what they want to build on the property. Freiberg stated that they are discussing an INL Bus Lot.

Chris Bargelski, Gethsemane Baptist Church, 2345 West Broadway, Idaho Falls, Idaho.

Bargelski stated that they are concerned with the buffering as there is a playground and there have been drainage issues with the City piling snow. Bargelski stated that they are concerned about the 300' buffer for alcohol sales and added that the property across the street is less than 300' that sells alcohol.

McLane stated that the licensing for alcohol sales goes through the City Clerk's Office and the Clerk will verify with the police department that all the requirements are met if a license is requested. McLane stated that the property across the street has been in that location for decades and the history of the license is unknown. McLane suggested having them talk to the City Clerk regarding the requirements. McLane stated that the entrance of a facility that sells alcohol must be 300' away from the nearest, church, school and playground. Dixon asked how many feet of frontage is on Broadway. McLane was unsure of the frontage. Dixon asked if the parking lot would be required to be paved with curb and gutter. McLane stated that they would have to pave and have curb and gutter, as well as retain storm water and 10% interior landscaping.

Lorraine Szulczewski, 260 S. Belin, Idaho Falls, Idaho. Szulczewski sent a letter that is included in the record. Szulczewski asked if the public would have any input after the meeting for zoning as to what is going to be built on the property. Dixon stated that this meeting is to make a recommendation to the Mayor and City Council, and then there will be another meeting at that level, to determine if they will annex the property. Dixon stated that once a zone is established someone can develop anything that is allowed in that zone and there would not be a public hearing. Szulczewski stated that there are things that should be addressed (that are included in her letter) that would ensure that whatever is developed on the property is not a nuisance to the residential property surrounding it.

Steven Herman, 2487 Sunnyvale Way, Idaho Falls, Idaho. Herman read portions of a letter he was going to submit but did not. Herman stated that his property is located south of the parcel. Herman stated that they enjoy the peace and quiet, except for the City dumping snow on the property at night, that is accompanied by loud banging. Herman stated that they have been awakened by the noise. Herman stated that he has complained to the City about the noise from 10 p.m. – 6 a.m. Herman stated that he is leery of the proposed annexation and would like the Commission to access and enforce the noise ordinances. Herman requested that the City extend the buffer zone beyond the minimum requirements and consider noise and light abatements. Herman requested that lighting on the property be directed down with limited height on the poles. Herman requested that access to the property on Sunnyvale Way be restricted. Herman requested a traffic study be performed on Bellin Rd. Morrison asked Herman to submit the letter.

Daniel Kingston, Venture One Properties, (developer), 4885 Glenn Eagles Drive, Idaho Falls, Idaho. Kingston stated that they are looking forward to the property moving forward with the INL for Park and Ride. Kingston indicated that she is taking the thoughts of the neighbors and things that would be important to them and will give them feedback as to the design of the project to ease the mind of the neighbors. Morrison asked if they have had public meetings with the neighbors. Kingston indicated they have not as they are still working with the project with the INL. Hicks asked if the bus lot will be a parking lot for people coming to get the bus. Kingston stated it is called Park and Ride Project and will include private cars and INL busses.

Chelsea Searle, 447 S. Belin Rd., Idaho Falls, Idaho. Searle is not in favor of the annexation. Searle stated she is concerned about the increase of traffic and the safety of her family.

Dixon asked staff how they will determine if a traffic study will be needed. McLane stated it will be based on trip generation. McLane stated that they will review the proposal and then determine if the site will need a traffic study based on the trip generation. McLane stated that he assumes that they will need a traffic study. Dixon asked what type of road Belin is. McLane indicated that Belin road is a minor arterial. Dixon asked if a commercial use would get access to all streets. McLane stated that Sunnyvale would not be an option for the property and Broadway would be determined by the State if they can have an access. Belin would be the access point and that would have to be improved to City standards with curb and gutter along the east side of Belin.

Lorraine Sczulczewski, 260 S. Belin, Idaho Falls, Idaho. Sczulczewski stated that Belin is now an arterial connection to Sunnyside and I-15. Sczulczewski stated that the traffic has increased due to that connection and a traffic study should be performed. Sczulczewski stated that the lot is shorter on Belin than it is on Broadway. Sczulczewski stated that the intersection is busy and has a lot of accidents.

Doyle Stokes, 386 S. Harmony, Idaho Falls, Idaho. Stokes stated that they moved to get away from City lights and noises. Stokes requested along the southern boundary to increase the buffer to 30' with berms and increase the density of trees and shrubbery to mitigate the noise, dust and light that would come from a parking area. Stokes expressed his support for the traffic study. Stokes suggested the lights being lower poles and qualify for the dark sky rules. Stokes stated that with proper buffering that this could possibly work.

John Szulczewski (Ski), 260 S. Belin, Idaho Falls, Idaho. Ski stated that when he annexed his property he had to give detailed instructions on what he was doing on his building and now with this hearing there is no indication of what is going to happen with this parcel if it is annexed. Ski expressed his concern about his property value if a bus lot is built across the street from his house. Ski stated that Maverick is contemplating a Super Maverick, but if the bus lot comes in and has an exit/entrance on Belin Rd. then it

might be too much traffic and the \$4.5 million investment could disappear. Ski stated that there are a lot of accidents on Broadway and Belin Road is in terrible condition.

McLane stated that traffic studies will be based upon the development and the trip generation. McLane stated he anticipates that a traffic study will be performed just based on the size of the property.

Dixon asked when the traffic study would be done. McLane stated that the traffic study would come with the site plan submittal. Black asked if the property stays in the County what requirements would the County have. McLane stated that the County would not allow it to develop as it is an enclave. Dixon clarified that if the City denies annexation, then they can go to the County. McLane is unsure what the county would require for road improvements. McLane stated that the City is better at moving traffic and addressing traffic issues. Dixon informed the people in the audience about the Area of Impact and the agreement between City and County to not have the County develop property that is adjacent to the City unless the City has rejected the annexation.

Dixon closed the public hearing.

Hicks asked if the property is annexed and zoned C-1 then they can put in whatever they want if it is allowed in C-1. Dixon indicated that they would have the right to develop under C-1. Hicks stated that this item might not be ready to be presented until more details are ready for how the property will develop. Wimborne stated that the application before the Commissioners is the proposal to annex, that allows them to build anything within the C-1, but not without abiding by the City's rules and regulations and development processes.

Dixon reopened the public hearing so the applicant can have rebuttal.

Applicant: Jeff Freiberg, 946 Oxbow Ln., Idaho Falls, Idaho. Freiberg stated that there are clear instructions in R-1 Zoning about buffering, including a 10' landscape buffer with trees every 20' along the boundary to the east and then along the right of ways there is a 15' landscape strip with trees every 40' on center. Freiberg stated that there would be landscape buffering all the way around the property. Freiberg stated that Danielle Kingston has already indicated that she wants to be a good neighbor and would consider upgrading the landscaping requirements. Freiberg stated that the landscaping requirements as they stand are good landscaping requirements and when they are done they look nice. Freiberg stated that the parking lot will have 10% landscaping within. Freiberg stated that all the storm water will be retained on site, which will be an improvement to what is currently the situation. Freiberg stated that this development will not have snow dumping in the middle of the night and no heavy equipment in the night. Freiberg stated that the site lighting will be pointed down pursuant to the City requirements. Freiberg stated that there is access management to determine where the driveways will be placed. Freiberg stated that ITD will control the access onto Broadway. Freiberg stated that Belin will be improved with curb and gutter to City standards and based on access management determine where the access onto Belin will go. Freiberg stated that there will be no access onto the County Rd to the south. Freiberg stated that there are issues that will be worked through with the City once they get the C-1 Zoning, and it will be an improvement for the corner.

Black asked if this INL park and ride would replace another park and ride. Frieberg stated that the park and ride to the west would be replaced by this area. Dixon asked if they can use the storm pond that is next to the property. Freiberg indicated that they must have onsite storage. Dixon asked if they have ideas on how to limit the impact of headlights on residential properties. Freiberg stated that trees and grass make a better landscape buffer than an opaque fence, so they could increase the tree spacing or add some shrubbery to offset the lights. Dixon suggested when they go to City Council they have a better definition on what they are doing regarding mitigating problems with the residential neighbors.

Dixon closed the hearing.

Morrison pointed out that they are only approving an annexation and a rezone and the discussion about the bus lot is a moot point. Morrison suggested splitting the application into two pieces by passing the annexation and give the applicant a chance to meet with the neighbors regarding the C-1 zoning. Dixon stated that they need to determine if it makes sense for this property that is next to a major highway to be a commercial property.

Swaney stated that the testimony from the public was focused on the lack of management of the property and the abuse of the agriculture use to store snow in the winter. Swaney stated that however this property is developed in terms of the C-1 zone it will be beneficial to the property owners because the City will manage the property better than the County has in the past. Swaney encouraged the Commissioners to consider favorably the request of the application for annexation and C-1 zoning.

Wimborne referred the Commissioners to the land use map that show the area along Broadway is commercial and employment center and this C-1 zoning would be consistent. Wimborne stated that the neighbors have raised concerns about the INL Bus lot, but this zoning doesn't commit anything to a bus lot. Wimborne stated that they need to determine if C-1 is appropriate for the area, and then trust that the City's Community Development Department will work through to address the issues regarding traffic and access, and trust that the developer will follow through with her commitment to work with the neighbors.

Black agreed that this area makes sense to be annexed into the City and the zoning of C-1 makes sense. Black asked if there is a zone that includes specifically park and ride. Black stated that the property will be improved by being annexed into the City, and her preference would be to not have a park and ride.

McLane stated that park and ride is an allowed use pursuant to *#1. Any use permitted in the RSC-1.*

Swaney moved to recommend to the Mayor and City Council approval of the annexation and initial zoning of C-1 for M&B Approximately 14.647 Acres, Sections 22 & 23, T 2N, R 37E, Denney seconded the motion and it passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 14.647 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Employment Center”; and

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

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

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

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

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

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

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

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

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

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

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 14.647

ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE,
AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE
APPROPRIATE COUNTY AND STATE AUTHORITIES; AND
PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

(SEAL)

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 14.647 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS C-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 C-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Employment Center"; 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 September 5, 2017, and recommended approval of zoning the subject property to C-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on October 12, 2017.

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

SECTION 1: Legal Description. The lands described in Exhibit A are hereby zoned as C-1 Zone.

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

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

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

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its

passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho,
this _____ day of _____, 2017.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING
FOR THE INITIAL ZONING OF APPROXIMATELY 14.647 ACRES
DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS C-1 ZONE; AND
PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF PROPERTY LOCATED GENERALLY SOUTH OF WEST BROADWAY, WEST OF S. TROY AVE., NORTH OF PANCHERI DR., AND EAST OF S. BELLIN RD.

WHEREAS, the applicant filed an application for annexation and initial zoning of C-1 on July 26 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on September 7, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on , 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 14.647 acre parcel located generally south of West Broadway, west of S. Troy Ave., north of Pancheri Dr., and east of S. Bellin Rd.
3. The Comprehensive Plan designates this area as Employment Center.
4. The property is contiguous with the City boundary to the east and west, and is in the City's Area of Impact.
5. 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 West Broadway, west of S. Troy Ave., north of Pancheri Dr., and east of S. Bellin Rd.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF C-1 OF PROPERTY LOCATED GENERALLY SOUTH OF WEST BROADWAY, WEST OF S. TROY AVE., NORTH OF PANCHERI DR., AND EAST OF S. BELLIN RD.

WHEREAS, the applicant filed an application for annexation and initial zoning of C-1 on July 26, 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on September 7, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on , 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 14.647 acre parcel located generally south of West Broadway, west of S. Troy Ave., north of Pancheri Dr., and east of S. Bellin Rd.
3. The Comprehensive Plan designates this area as Employment Center.
4. The proposed C-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 C-1 for property located generally south of West Broadway, west of S. Troy Ave., north of Pancheri Dr., and east of S. Bellin Rd.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor

RECEIVED

AUG 28 2017

CITY OF IDAHO FALLS

August 28, 2017

From: John and Lorraine Szulczewski
Szulczewski Family Trust
260 S. Bellin Rd
Idaho Falls, ID 83402
(208) 521-6030

To: Idaho Falls Planning Commission

Subject: ANNEX 17-005: Annexation/Initial Zoning of C-1 Limited Retail Business

The attached letter was received on August 21, 2017. On August 22, we personally visited the Planning Commission Office to review the plan that was indicated to be available for review. As of that date there was no plan filed or available.

As a result we contacted Jeff Freiburg Engineering and he indicated that the plan would not be submitted for approximately ten days. The plan was to be for the initial boundary only. We inquired as to what the potential use might be for the 14 acres and he indicated that it possibly could be for INL Bus and employee parking.

At this point we would like to make it a matter of record of potential concerns that need to be addressed if the above is correct.

1. The 14 acres are bordered on three sides by residential property. The homes would be substantially decreased in value if such use is permitted.
2. Law provides that if commercial zoning is permitted which borders residential that a buffer must be provided.
3. Entrances and exits need to be away from the front of homes and located on Broadway St.
4. In regards to Bellin Rd: The traffic has already increased substantially due to the connection to Sunnyside Road and I15. The road is narrow and there is constant speeders. The road needs to be widened with turn lanes and sidewalks.
5. The lot will need to be paved to eliminate the extreme dust that will be created.
6. If lighting is to be installed it must be of the type that will not create glare for the surrounding homes.
7. Will there be bus storage and how much, maintenance buildings and fuel tanks?
8. Will there be litter control of some kind such as trash receptacles?

9. The most important item is has anyone considered the potential diesel fumes created by the buses mixing with the local agricultural fumes??

10. The buses run 24/7 and will create an unacceptable noise level near the residential areas.

Finally, there is currently parking provided further west of town. Years ago the INL had approximately 13,000 employees plus the Navy was stationed here. Currently we believe there is about 5,000 employees and no Navy. What is requiring the additional parking? There is some anticipated growth but not to the extent the site previously had.

Please make this letter a "Matter of Record". This info will be presented at the September 5th meeting.

Thank You,


John Szulczewski


Lorraine Szulczewski

Steven Herrmann
2487 Sunnyvale Way
Idaho Falls, ID 83402

RECEIVED
SEP 08 2017
CITY OF IDAHO FALLS

September 8, 2017

Idaho Falls Planning Commission
680 Park Avenue
Idaho Falls, ID 83402

Dear Commissioners,

At the request of Commissioner Brent Dixon, attached is a copy of the notes for my testimony given to the Idaho Falls Planning Commission regarding ANN17-005 on September 5, 2017. Please let me know, if you need any additional information

Sincerely,



Steven Herrmann

Testimony Given to Idaho Falls Planning Commission Regarding ANN17-005

September 5, 2017

- Name: Steven Herrmann
- Address: 2487 Sunnyvale Way
- My wife and I built our home 25 years ago on Sunnyvale Way primarily for the peace and quiet that this location provided.
- Indeed, we have enjoyed peace and quiet here except for the last several years, when the City of Idaho Falls started dumping snow on the property that is now being proposed for annexation.
 - The dumping of snow has primarily occurred during the night and has been accompanied by a loud banging noise as the trucks slam their tailgates to dislodge their loads.
 - My family and I have been awakened numerous times by this noise, as well as the sound of the trucks traversing our road (Sunnyvale Way) at times to access their dumping location. (Note: I have video evidence of such an occurrence at 2:40 a.m. on December 24, 2015)
 - I have contacted the City of Idaho Falls every year for the last several years to complain about the noise (particularly during the hours of 10 pm to 6 am) and about the use of our street by heavy equipment to no avail.
- Given this track record with the City of Idaho Falls, I am naturally leery of the proposed annexation of the property across from us.
- I plead with the commission to help the adjacent property owners preserve their peace and quiet.
- Specifically,
 - I request that the city assess and enforce its ordinances on noise to avert disturbances of the peace for adjacent property owners.
 - I request that the city consider extending the buffer zone between the annexed property beyond the minimum requirements for noise and light abatement, e.g., more than a 15' minimum distance, an increased density/spacing of trees, or a suitable fence.
 - I request that lighting on the annexed property be directed down and away from adjacent properties, and that lighting poles be limited in height.
 - I request that access to the annexed property from Sunnyvale Way for commercial purposes be restricted, especially by heavy equipment. (Note: Sunnyvale Way now has numerous cracks since the City's heavy equipment started using it.)
 - Lastly, I request that a traffic study be performed on Bellin Road, which would undoubtedly see an increase in traffic from a commercial use of the annexed property, and, which is woefully inadequate for the traffic load it currently receives.
- Thank you for your attention and hearing my concerns.


Steven Herrmann