

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 Office of the Mayor:

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

Nolan Taylor – Traffic Safety Committee, Reappointment

B. Items from Municipal Services:

- 1) Comprehensive Annual Financial Audit Services Professional Contract
- 2) Cayenta Managed Services Plan (CMS)
- 3) Renaming of the Civic Auditorium to Idaho Falls Civic Center for the Performing Arts

C. Items from the City Clerk:

- 1) Treasurer's Report for the month of September, 2017.
- 2) Minutes from the October 23, 2017 Council Work Session; and October 26, 2017 Council Meeting.
- 3) License Applications, including Beer Licenses to Bigs Bar LLC and Chinese Garden, 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. Public Works

1) Environmental Systems Research Institute (ESRI) Small Enterprise Agreement for Geographic Information Systems (GIS): For consideration is a Small Enterprise Agreement with ESRI for GIS software and services. This agreement will provide GIS software licensing and services to serve GIS needs of the City. The agreement is for three (3) years and consists of an annual cost to the City of \$51,000.00. The cost of the agreement will be shared by Public Works GIS (73.6%), Idaho Falls Power (16.00%), and Community Development Services (10.4%).

RECOMMENDED ACTION: To approve the Environmental Systems Research Institute (ESRI) Small Enterprise Agreement for Geographic Information Systems, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. Community Development Services

1) Public Hearing - Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 91.09 Acres, Sec. 25&36, T3N, R37E: For consideration is the application for Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statement of Relevant Criteria and Standards, M&B: 91.09 Acres, Sections 25 & 36, T3N, R37E (NW Corner of N 5th West and E 65th North). The Planning and Zoning Commission considered this application at its October 3, 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: 91.09 Acres, Sections 25 & 36, T3N, R37E (NW Corner of N 5th West and E 65th North), 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: 91.09 Acres, Sections 25 & 36, T3N, R37E (NW Corner of N 5th West and E 65th North), and give authorization for the Mayor to execute the necessary documents.
- c. To approve the Ordinance assigning a Comprehensive Plan Designation of "Parks, Recreation" and establishing the initial zoning for M&B: 91.09 Acres, Sections 25 & 36, T3N, R37E (NW Corner of N 5th West and E 65th North) as R-1 (Residence Zone), under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance), that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office.

- d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R-1 Residence Zone for M&B: 91.09 Acres, Sections 25 & 36, T3N, R37E (NW Corner of N 5th West and E 65th North), and give authorization for the Mayor to execute the necessary documents.

2) Public Hearing - Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project:

For consideration is the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project. The Council adopted a resolution on July 13, 2017 determining that the area is eligible for an urban renewal project. The Idaho Falls Redevelopment Renewal Agency reviewed the Urban Renewal Plan at its September meeting and approved a plan with a \$4 million cap and a 13-year time limit by a vote of 5-2. The Planning and Zoning Commission considered the plan at its October 3, 2017 meeting and found it to conform to the City's Comprehensive Plan.

RECOMMENDED ACTION: To approve the Ordinance approving the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or take other action deemed appropriate).

6. Motion to Adjourn.

CONSENT AGENDA:



MEMORANDUM

TO: City Council

FROM: Rebecca Casper

DATE: November 6, 2017

RE: Appointments/Reappointments to City Boards, Commissions and Committees

Attached please find communication from the appropriate Department Director(s) for the citizen volunteer I would like to appoint to serve on the following City of Idaho Falls Boards, Committees and Commissions.

| Name | Commission (City code citation) | Sponsoring Department | Term Expires | Status |
|--------------|---------------------------------|--------------------------|--------------|---------------|
| Nolan Taylor | Traffic Safety Committee | Idaho Falls Police Dept. | 12/31/19 | Reappointment |

The applicant has been screened and subsequently recommended by the respective Department Director. I am confident that this individual meets the criteria set forth in the city code. Furthermore, I believe he will make a positive contribution to the good work of the city.

I request your confirming vote to ratify this reappointment at the regular Council Meeting on Thursday evening November 9, 2017.

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



MEMORANDUM

TO: Mayor Casper

FROM: Chief Bryce Johnson

DATE: November 6, 2017

RE: Re-appoint Traffic Safety Committee Members

I respectfully request that the following appointment to the Traffic Safety Committee be placed on the City Council Agenda on November 9 2017; and if appropriate be placed on the Consent Agenda.

Reappoint Nolan Taylor, INL Fleet Safety Engineer to replace Ralph Frost, School Dist. 91, to the Traffic Safety Committee to a two-year term from January 1, 2018 through December 31, 2019.

Action: Request the City Council approve the appointments to the Traffic Safety Committee.

Thank you

C: City Clerk
Memo File

/as
JohnsonMEMO-011-2017



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: November 2, 2017

RE: Comprehensive Annual Financial Audit Services Professional Contract

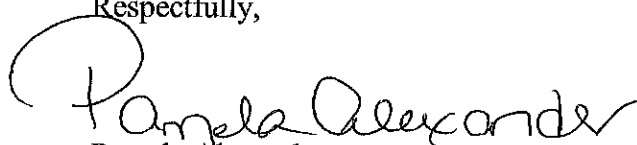
The Municipal Services Department requests authorization to enter into a professional services contract with Moss-Adams, LLP to provide comprehensive financial audit services for fiscal year ending September 30, 2017 for contract quote of \$114,925.00, not to include travel costs. Travel costs are estimated at \$10,575 for a total estimated contract award of \$125,500. The external audit contract quote of \$114,925 includes:

- Report of independent auditors on internal controls over financial reporting;
- Report of independent auditors on compliance with major federal programs, internal controls and uniform guidance;
- Report of independent auditors on the passenger facility charges collected and expended;
- Report of independent auditors for the City of Idaho Falls Electric Light financial statements;
- Single audit;
- Independent audit and internal controls over the new Cayenta system conversion for the 2017/18 fiscal year

During the May 8, 2017 city council work session, City staff received the concurrence to move forward with entering into a second year contract with Moss Adams for the fiscal year ending September 30, 2017. Funding for the comprehensive external audit estimated amount of \$125,500 is within the approved 2017/18 budget general fund and enterprise funds as follows:

| | |
|-------------------|----------------|
| General Fund: 20% | Sanitation: 4% |
| Airport: 12% | Ambulance: 5% |
| Water: 3% | Electric: 53% |
| Wastewater: 3% | |

Respectfully,


Pamela Alexander
Municipal Services Director

May 19, 2017

Mayor Rebecca Casper
City of Idaho Falls, Idaho
PO Box 50220
Idaho Falls, ID 83405-0220

Re: Audit Services

Dear Mark:

Thank you for the opportunity to provide services to the City of Idaho Falls, Idaho. This engagement letter ("Engagement Letter") and the attached Professional Services Agreement, which is incorporated by this reference, confirm our acceptance and understanding of the terms and objectives of our engagement, and limitations of the services that Moss Adams LLP ("Moss Adams," "we," "us," and "our") will provide to the City of Idaho Falls ("you," "your," and "City").

Scope of Services – Audit

You have requested that we audit the City's financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the related notes to the consolidated financial statements. We will also report on whether the schedule of expenditures of federal awards, the combining and individual nonmajor fund financial statements, the budgetary comparison schedules, and the schedule of passenger facility charges collected and expended, presented as supplementary information, is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole. We have not been engaged to report on whether the introductory and statistical sections, presented as supplementary information, is fairly stated, in all material respects, in relation to the financial statements as a whole.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, the schedule of employer's share of net pension liability, and the schedule of employer contributions, to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. We will not express an opinion or provide assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide assurance.

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Timing

Julie Desimone is responsible for supervising the engagement and authorizing the signing of the report. We expect to begin our audit at the beginning of December 2017, complete fieldwork by the end of December 2017, and issue our report no later than March 31, 2018. As we reach the conclusion of the audit, we will coordinate with you the date the audited financial statements will be available for issuance. You understand that (1) you will be required to consider subsequent events through the date the consolidated financial statements are available for issuance, (2) you will disclose in the notes to the financial statements the date through which subsequent events have been considered, and (3) the subsequent event date disclosed in the footnotes will not be earlier than the date of the management representation letter and the date of the report of independent auditors.

Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

Fees

Our fees for the services will be \$114,925. You will also be billed for expenses.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the Company's records, and, for example, the number of general ledger adjustments required as a result of our work. To assist you in this process, we will provide you with a Client Audit Preparation Schedule that identifies the key work you will need to perform in preparation for the audit. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance will result in an increase of our fees.

Reporting

We will issue a written report upon completion of our audit of the Company's consolidated financial statements. Our report will be addressed to the City Council of the Company. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. Our services will be concluded upon delivery to you of our report on your consolidated financial statements for the year ended September 30, 2017.

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We also will issue written reports on the following upon completion of our audit:

- 1) Report of independent auditors on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
- 2) Report of independent auditors on compliance for the major federal program; report on internal control over compliance; and report on the schedule of expenditures of federal awards required by the uniform guidance.
- 3) Report of independent auditors on the schedule of passenger facility charges collected and expended.
- 4) Report of independent auditors for the City of Idaho Falls Electric Light Fund financial statements.

At the conclusion of the engagement, we will complete the auditor section of the Data Collection Form and electronically sign the Data Collection Form that summarizes our findings. We will provide electronic copies of our reports to you; however, it is management's responsibility to electronically submit the reporting package (including consolidated financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan, as applicable) along with the Data Collection Form to the Federal Audit Clearinghouse. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period. At the conclusion of the engagement, we will make arrangements with management regarding Data Collection Form submission procedures.

Additional Services

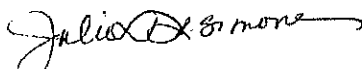
You may request that we perform additional services not contemplated by this Engagement Letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. It is our practice to issue a separate agreement covering additional services. However, absent such a separate agreement, all services we provide you shall be subject to the terms and conditions in the Professional Services Agreement.

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We appreciate the opportunity to be of service to you. If you agree with the terms of our engagement as set forth in this Agreement, please sign the enclosed copy of this letter and return it to us with the Professional Services Agreement.

Very truly yours,



Julie Desimone, for
Moss Adams LLP

Enclosures

ACCEPTED AND AGREED:

This Engagement Letter and the attached Professional Services Agreement set forth the entire understanding of the City of Idaho Falls, Idaho with respect to this engagement and the services to be provided by Moss Adams LLP:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Client: #603351
v. 10/28/2016

PROFESSIONAL SERVICES AGREEMENT

Single Audit Version (Uniform Guidance)

This Professional Services Agreement (the "PSA") together with the Engagement Letter, which is hereby incorporated by reference, represent the entire agreement (the "Agreement") relating to services that Moss Adams will provide to the Company. Any undefined terms in this PSA shall have the same meaning as set forth in the Engagement Letter.

Objectives of the Audit

The objective of our audit is the expression of an opinion on the financial statements and supplementary information. The objective also includes reporting on the following:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.
- Internal control related to major federal programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and the audit requirements contained in OMB Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The reports on internal control and compliance will each include a statement that the purpose of the report is solely to: describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of the entity's internal control over financial reporting or on compliance; describe the scope of testing internal control over compliance for major federal programs and major federal program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance; that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control over financial reporting and compliance and the OMB Uniform Guidance in considering internal control over compliance and major federal program compliance; and, accordingly, it is not suitable for any other purpose.

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the audit provisions of the OMB Uniform Guidance. It will include tests of your accounting records, a determination of major program(s) in accordance with the OMB Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion we may decline to express an opinion or to issue a report as a result of this engagement.

Procedures and Limitations

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain receivables and certain other assets, liabilities and transaction details by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. The supplementary information will be subject to certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves. At the conclusion of our audit, we will require certain written representations from management about the financial statements and supplementary information and related matters. Management's failure to provide representations to our satisfaction will preclude us from issuing our report.

An audit includes examining evidence, on a test basis, supporting the amounts and disclosures in the financial statements. Therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free from material misstatement. Such material misstatements may include errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that are attributable to the entity or to acts by management or employees acting on behalf of the entity that may have a direct financial statement impact. Pursuant to *Government Auditing Standards*, we will not provide reasonable assurance of detecting abuse. As required by the Single Audit Act Amendments of 1996 and the audit provisions of the OMB Uniform Guidance, our audit will include tests of transactions related to major federal award programs for compliance with applicable federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements and noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the OMB Uniform Guidance. An audit is not designed to detect immaterial misstatements or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that do not have a direct and material effect on the financial statements or noncompliance with the provisions of federal statutes, regulations, and the terms and condition of federal awards that do not have a direct and material effect on major federal programs. However, we will inform you of any material errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with the provisions of laws, federal statutes, regulations, contracts grant agreements and federal awards that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any time period for which we are not engaged as auditors.

We may assist management in the preparation of the Company's financial statements and supplementary information. Regardless of any assistance we may render, all information included in the financial statements and supplementary information remains the representation of management. We may issue a preliminary draft of the financial statements and supplementary information to you for your review. Any preliminary draft financial statements and supplementary information should not be relied upon, reproduced or otherwise distributed without the written permission of Moss Adams.

Procedures and Limitations—Internal Control

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the Company's financial statements and on its compliance with requirements applicable to major federal programs.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with the provisions of laws, regulations, contract and grant agreements and other noncompliance matters that have a direct and material effect on the financial statements.

An audit is not designed to provide assurance on internal control or to identify deficiencies in the design or operation of internal control and accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. However, if, during the audit, we become aware of any matters involving internal control or its operation that we consider to be significant deficiencies under standards established by the American Institute of Certified Public Accountants, we will communicate them in writing to management and those charged with governance. We will also identify if we consider any significant deficiency, or combination of significant deficiencies, to be a material weakness.

As required by the audit provisions of the OMB Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the OMB Uniform Guidance.

Procedures and Limitations—Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled "Objectives of the Audit." As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we will perform tests of the Company's compliance with the provisions of laws, regulations, contracts, and grant agreements that may have a direct and material effect on the financial statements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The audit provisions of the OMB Uniform Guidance require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major federal program. Our procedures will consist of the applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major federal programs. The purpose of those procedures will be to express an opinion on the Company's compliance with requirements applicable to each of its major federal programs in our report on compliance issued pursuant to the OMB Uniform Guidance.

Management's Responsibility for Financial Statements, Internal Control, and Federal Award Compliance

As a condition of our engagement, management acknowledges and understands that management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. We may advise management about appropriate accounting principles and their application and may assist in the preparation of your financial statements, including the schedule of expenditures of federal awards, but management remains responsible for the financial statements and the schedule of expenditures of federal awards. Management also acknowledges and understands that management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. This responsibility includes the maintenance of adequate records, the selection and application of accounting principles, and the safeguarding of assets.

You are responsible for informing us about all known or suspected fraud affecting the Company involving: (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Company received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the Company complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud or noncompliance with the provisions of laws, regulations, contract, and grant agreements, that we may report.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

Management is responsible for establishing and maintaining internal control and for compliance with federal statutes, regulations, and the terms and conditions of federal awards and for identifying and ensuring that the Company complies with such provisions. Management is also responsible for informing us of any significant contractor relationships in which the contractor is responsible for program compliance.

Management is also responsible for addressing the audit findings and recommendations, establishing and maintaining a process to track the status of such findings and recommendations, and taking timely and appropriate steps to remedy any fraud and noncompliance with federal statutes, regulations, and the terms and conditions of federal awards or abuse that we may report. Additionally, as required by the OMB Uniform Guidance, it is your responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management agrees that as a condition of our engagement management will provide us with:

- access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
- additional information that we may request from management for the purpose of the audit; and
- unrestricted access to persons within the Company from whom we determine it necessary to obtain audit evidence.

Management's Responsibility for Supplementary Information

Management is responsible for the preparation of the supplementary information in accordance with the applicable criteria. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. Management is responsible to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon. For purposes of this Agreement, audited financial statements are deemed to be readily available if a third party user can obtain the audited financial statements without any further action by management. For example, financial statements on your Web site may be considered readily available, but being available upon request is not considered readily available.

Dissemination of Financial Statements and Reports

We will provide copies of our reports to the Company; however, management is responsible for distribution of the reports and the financial statements. Our report on the financial statements must be associated only with the financial statements that were the subject of our engagement. You may make copies of our report, but only if the entire financial statements (including related footnotes and supplementary information, as appropriate) are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of this engagement.

Offering of Securities

This Agreement does not contemplate Moss Adams providing any services in connection with the offering of securities, whether registered or exempt from registration, and Moss Adams will charge additional fees to provide any such services. You agree not to incorporate or reference our report in a private placement or other offering of your equity or debt securities without our express written permission. You further agree we are under no obligation to reissue our report or provide written permission for the use of our report at a later date in connection with an offering of securities, the issuance of debt instruments, or for any other circumstance. We will determine, at our sole discretion, whether we will reissue our report or provide written permission for the use of our report only after we have conducted any procedures we deem necessary in the circumstances. You agree to provide us with adequate time to review documents where (a) our report is requested to be reissued, (b) our report is included in the offering document or referred to therein, or (c) reference to our firm is expected to be made. If we decide to reissue our report or provide written permission to the use of our report, you agree that Moss Adams will be included on each distribution of draft offering materials and we will receive a complete set of final documents.

If we decide not to reissue our report or withhold our written permission to use our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our engagement documentation for those periods, we are under no obligation to permit such access.

Changes in Professional or Accounting Standards

To the extent that future federal, state, or professional rule-making activities require modification of our audit approach, procedures, scope of work, etc., we will advise you of such changes and the impact on our fee estimate. If we are unable to agree on the additional fees, if any, that may be required to implement any new accounting and auditing standards that are required to be adopted and applied as part of our engagement, we may terminate this Agreement as provided herein, regardless of the stage of completion.

Representations of Management

During the course of our engagement, we may request information and explanations from management regarding, among other matters, the Company's operations, internal control, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide us with a written representation letter confirming some or all of the representations made during the engagement. The procedures that we will perform in our engagement will be heavily influenced by the representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or fraud to go undetected by our procedures. In view of the foregoing, you agree that we will not be responsible for any misstatements in the Company's financial statements and supplementary information that we fail to detect as a result of false or misleading representations, whether oral or written, that are made to us by the Company's management. While we may assist management in the preparation of the representation letter, it is management's responsibility to carefully review and understand the representations made therein.

In addition, because our failure to detect material misstatements could cause others relying upon our audit report to incur damages, the Company further agrees to indemnify and hold us harmless from any liability and all costs (including legal fees) that we may incur in connection with claims based upon our failure to detect material misstatements in the Company's financial statements and supplementary information resulting in whole or in part from knowingly false or misleading representations made to us by any member of the Company's management.

Fees and Expenses

The Company acknowledges that the following circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates;
- Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances or report disclosures that impact the current year engagement; and
- An excessive number of audit adjustments.

We will endeavor to advise you in the event these circumstances occur, however we may be unable to determine the impact on the estimated fee until the conclusion of the engagement. We will bill any additional amounts based on the experience of the individuals involved and the amount of work performed.

Billings are due upon presentation and become delinquent if not paid within 30 days of the invoice date. Any past due fee under this Agreement shall bear interest at the highest rate allowed by law on any unpaid balance. In addition to fees, you may be billed for expenses and any applicable sales and gross receipts tax. Direct expenses may be charged based on out-of-pocket expenditures, per diem allotments, and mileage reimbursements, depending on the nature of the expense. Indirect expenses, such as processing and copying, are passed through at our estimated clerical and equipment cost and may be charged as a flat fee. If we elect to suspend our engagement for nonpayment, we may not resume our work until the account is paid in full. If we elect to terminate our services for nonpayment, or as otherwise provided in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our work. You will be obligated to compensate us for fees earned for services rendered and to reimburse us for expenses. You acknowledge and agree that in the event we stop work or terminate this Agreement as a result of your failure to pay on a timely basis for services rendered by Moss Adams as provided in this Agreement, or if we terminate this Agreement for any other reason, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Limitation on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Subpoena or Other Release of Documents

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding (including a grand jury investigation), in which we are not a party. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Pursuant to authority given by law or regulation, we may be requested to make certain engagement documentation available to an applicable entity with oversight responsibilities for the audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such engagement documentation will be provided under the supervision of Moss Adams personnel. Furthermore, upon request, we may provide photocopies of selected engagement documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

Document Retention Policy

At the conclusion of this engagement, we will return to you all original records you supplied to us. Your Company records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that Moss Adams may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Use of Electronic Communication

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this Agreement as we deem appropriate.

Enforceability

In the event that any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this Agreement.

Entire Agreement

This Professional Services Agreement and Engagement Letter constitute the entire agreement and understanding between Moss Adams and the Company. The Company agrees that in entering into this Agreement it is not relying and has not relied upon any oral or other representations, promise or statement made by anyone which is not set forth herein.

In the event the parties fail to enter into a new Agreement for each subsequent calendar year in which Moss Adams provides services to the Company, the terms and conditions of this PSA shall continue in force until such time as the parties execute a new written Agreement or terminate their relationship, whichever occurs first.

Use of Moss Adams' Name

The Company may not use any of Moss Adams' name, trademarks, service marks or logo in connection with the services contemplated by this Agreement or otherwise without the prior written permission of Moss Adams, which permission may be withheld for any or no reason and may be subject to certain conditions.

Use of Third-Party Service Providers

We may use third party service providers in serving you, including software and data storage providers. You understand that Moss Adams does not control the providers' networks, security or availability of services.

Use of Nonlicensed Personnel

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Dispute Resolution Procedure and Venue

This Agreement shall be governed by the laws of the state of Washington, without giving effect to any conflicts of laws principles. If a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiations, the parties agree first to try in good faith to settle the dispute by mediation using an agreed upon mediator. If the parties are unable to agree on a mediator, the parties shall petition the state court that would have jurisdiction over this matter if litigation were to ensue and request the appointment of a mediator, and such appointment shall be binding on the parties. Each party shall be responsible for its own mediation expenses, and shall share equally in the mediator's fees and expenses.

If the claim or dispute cannot be settled through mediation, each party hereby irrevocably (a) consents to the exclusive jurisdiction and venue of the appropriate state or federal court located in Bonneville County, state of Idaho, in connection with any dispute hereunder or the enforcement of any right or obligation hereunder, and (b) WAIVES ITS RIGHT TO A JURY TRIAL. EACH PARTY FURTHER AGREES THAT ANY SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.

Termination

This Agreement may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination, (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this Agreement, (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services, and (d) we will require any new accounting firm that you may retain to execute access letters satisfactory to Moss Adams prior to reviewing our files.



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

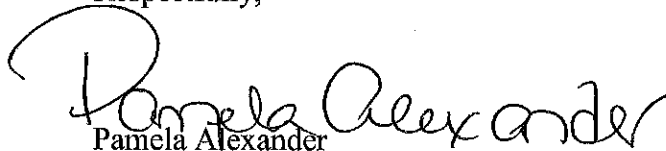
DATE: November 1, 2017

RE: Cayenta Managed Services Plan (CMS)

The Municipal Services Department is requesting the authorization to renew the managed services agreement with Cayenta, a division of N. Harris Computer Corporation to provide database administration, system application and maintenance support for a total of \$51,360.

It is the recommendation of our technical team for this agreement to be in place for the 2017/18 fiscal year to provide integrated technical support of the Cayenta enterprise resource planning (ERP) applications and production environments. Funding for this professional services agreement is budgeted within the 2017/18 fiscal year in the Municipal Services Department, Information Technology Division budget.

Respectfully,


Pamela Alexander
Municipal Services Director

Cayenta
A division of N. Harris Computer Corporation

4200 North Fraser Way, Suite 201
Burnaby, British Columbia
Canada V5J 5K7



July 03, 2017

The City of Idaho Falls
308 Constitution Wa
Idaho Falls, ID, USA
83402

To the City of Idaho Falls:

RE: Annual Rate Increase – Cayenta Managed Services

Over the past number of months, we have made a significant investment in improving our Cayenta Managed Services experience. In order to support continued investment in our Managed Services offering, based on your volume of activity, we have applied a 7.0% increase to your current CMS contract amount of \$48,000.00, effective October 01, 2017. Your new monthly Cayenta Managed Services fees will be \$4,280.00.

Cayenta is dedicated to providing industry leading quality and speed of service to the City of Idaho Falls. We appreciate and thank you for your continued business, and look forward to continuing to partner with the City of Idaho Falls over the coming year.

Sincerely,

Scott MacKendrick
Vice President, Operations
Cayenta

MANAGED SERVICES AGREEMENT

THIS MANAGED SERVICES AGREEMENT made as of the 13 day of October, 2016 (the "Effective Date").

BETWEEN:

CAYENTA, a division of N. HARRIS COMPUTER
CORPORATION
("Harris")

- and -

City of Idaho Falls, ID
("City")

WHEREAS:

- (a) The City wishes retain Harris to perform certain project management services as set out herein in respect of certain Harris software licensed by City pursuant to a Software License, Implementation, and Support and Maintenance Agreements entered into between the parties on 23 March 2015; and
- (b) Harris has agreed to provide such services on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Term.

This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the "Initial Term"). Thereafter City shall have the option to renew for an additional one year period ("Renewal Term") subject to annual increases, by providing Harris notice prior to the expiration of the end of the then current term. Harris may give City written notice within

thirty (30) days of receiving City's notice to renew of Harris's intention not to renew. The Initial Term and the Renewal Terms shall collectively be referred to as the "**Term**".

2. Services.

(a) Harris' Obligations. Harris shall use commercially reasonable efforts to provide the project management services set out in Schedule "A" (the "**Services**") to City.

(b) City's Obligations. To enable Harris to perform the Services, City agrees to provide the following to Harris:

- i. Information relative to City's hardware and software on which the required CMS programs must run or with which these programs must interact. Required programs are outlined in Schedule "A";
- ii. City agrees to enable Harris remote access to City's system for the purposes of performing the Services;
- iii. Personnel and assistance as is reasonably required to enable Harris to perform the Services;
- iv. Ongoing access to the system via an Internet connection acceptable to Harris, from City's remote access server to the Harris datacenter, to enable monitoring; and
- v. A representative with authority to approve the plans and deliverables described in Schedule "A" if so required.

(c) Ownership. City agrees that Harris may install, access and run certain scripts and other software tools on City's hardware as required by Harris to perform the Services (the "**Harris Tools**"). City acknowledges and agrees that Harris is and shall remain the sole owner of all such Harris Tools, including all copyright, patents, trademarks, trade secrets and other intellectual property rights therein, and City is granted no license to access or use the Harris Tools. City may retain a paper or pdf copy of any reports provided by Harris to City as part of the Services, however Harris is and shall remain the owner of all copyright, patents, trademarks, trade secrets and other intellectual property rights in and to such reports. City may disclose paper or pdf copies of reports provided by Harris when necessary to comply with the Idaho Public Records Law, Chapter 1 of Title 74 of the Idaho Code.

3. Fees.

(a) Fees. In consideration of providing the Services, City agrees to pay the fees set out in Schedule "A" (the "**Fees**") to Harris. During the term of this Agreement, Harris shall, from time to time, deliver invoices to City. Each invoice delivered to City by Harris shall be due and payable upon receipt thereof by City.

(b) Taxes. The Fees are exclusive of taxes. City agrees to pay all foreign, federal, state,

provincial, county or local income taxes, value added taxes, use, personal, property, sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Harris's net income) ("**Taxes**") unless it provides Harris with a tax exemption certificate acceptable to the applicable taxing authorities. Harris will reimburse City to the extent Taxes paid by City are recovered by Harris from the taxing or governmental authority. To the extent that Taxes may only be refunded to Harris, Harris agrees to cooperate reasonably with City's obtaining a refund or reimbursement of the Taxes. In the event that City is obliged by law to withhold any tax with respect to a payment to Harris, City will (a) withhold the appropriate amount from the payment; (b) pay the withheld amount to the applicable authority, as required by law, and (c) furnish to Harris certified copies of tax receipts and any other documentation reasonably requested by Harris as proof of City's payment of the withholding tax.

(c) **Late Payment.** In the event City fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Harris has under this Agreement or otherwise, Harris shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the City of its obligation to pay its outstanding invoices, including any applicable late charges.

4. **Warranty**

- (a) **Warranty.** Harris warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.
- (b) **DISCLAIMER.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN SECTION 4(a), THE SERVICES ARE PROVIDED TO THE CITY "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

HARRIS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SERVICES AND ANY MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SERVICES SHALL MEET ANY OR ALL OF THE CITY'S PARTICULAR REQUIREMENTS. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

5. Termination

(a) Termination. This Agreement may be terminated as follows:

i. In addition to any other rights and remedies available to it, either party may immediately terminate this Agreement in the event of material breach by the other party of its obligations hereunder that is not cured within thirty (30) days of receipt of written notice from the other party to that effect;

ii. If City has failed to pay the Fees or other amounts due then Harris shall have the right to terminate this Agreement effective immediately upon written notice to City that effect; and

iii. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

(b) Effects of Termination. In the event of termination of this Agreement:

i. City shall immediately pay all outstanding Fees and other amounts owing to Harris under this Agreement; and

ii. City agrees that Harris shall have the right to access and delete all Harris Tools installed on City's equipment.

6. Limitation of Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HARRIS, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND CITY'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO HARRIS BY THE CITY UNDER THIS AGREEMENT

IN NO EVENT SHALL HARRIS, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING

OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. Confidential Information

a) Definition. The parties acknowledge that it may receive Confidential Information from the other party or otherwise in connection with this Agreement. "**Confidential Information**" means all information or material that either party treats as confidential and any information relating to third parties that a party has an obligation to treat as confidential, which is disclosed by or obtained by a party in connection with this Agreement, whether such information is in oral, written, graphic or electronic form, which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction.

b) Confidentiality Obligations. Each of the parties agree:

- i. to maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;
- ii. not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;
- iii. not to disclose or release such Confidential Information except to the extent required by applicable law, including the Idaho Public Records Law, or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall first give reasonable notice to the disclosing party prior to such disclosure so that the disclosing party may obtain a protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent;
- iv. not to disclose or release such Confidential Information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party who have a need to know such information for the

purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement; and

- v. to take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

8. Insurance

- (a) Harris shall obtain and maintain during the Term, at its sole expense, the following insurance coverage:

Workers' Compensation Insurance, with all limits as required in the jurisdiction in which Harris's personnel are required to be covered by Workers' Compensation Insurance.

Commercial general liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limit.

For automobile liability the limits shall not be less than \$1,000,000 each accident/occurrence, \$2,000,000 in the aggregate.

Professional liability insurance shall not be less than \$1,000,000 per occurrence.

9. General

(a) **Mediation.** The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(b) Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00

p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION
201-4200 North Fraser Way
Burnaby BC V5J 5K7
Attention: VP Of Services
Telephone: 604-570-4300, extension 363

and in the case of the City, to:

Attn: Pam Alexander
City of Idaho Falls
308 Constitution Way
Idaho Falls, Idaho 83402

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 7(b).

(c) Assignment. Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, and sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

(d) Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other understandings, agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. City acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. The terms of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. No provisions in any purchase orders, or in any other documentation employed by or on behalf of the City in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by Harris, with such provisions being deemed deleted.

(e) Governing Law. This Agreement shall be governed by the laws of the State of Idaho, United States of America. The venue for any action arising under the terms of this agreement shall be in Bonneville County, State of Idaho, United States of America. This Agreement excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods (UNCCISG and any legislation implementing such Convention), if otherwise applicable.

(f) Trial by Jury. City and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

(g) Severability. The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

(h) Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(i) Counterparts. This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

(j) Relationship. The parties are and shall at all times remain, independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is in law responsible.

(k) Allocation of Risk. City acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between City and Harris and set forth an allocation of risk reflected in the fees and payments due hereunder.

(l) Force Majeure. No default, delay or failure to perform on the part of Harris shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events.

(m) Survival. The following sections and articles shall survive the termination or expiration of this Agreement: Sections 2(c), 3, 4, 5(b), 6-9 and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

N. HARRIS COMPUTER CORPORATION

By: _____

Name: _____

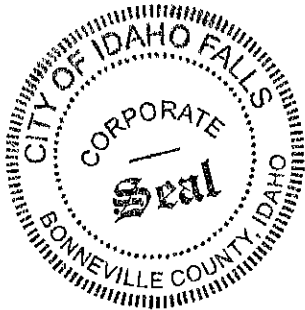
Title: _____

City of Idaho Falls

By: Thomas Hally

Name: THOMAS HALLY

Title: MAYOR PRO TEM, CITY OF IDAHO FALLS





CITY OF IDAHO FALLS – CMS SCHEDULE A

This section describes the tasks that were carried out in the course of managing the application's server infrastructure and environment. A "Y" indicates that the component was successfully monitored as described. An "NP" indicates that the Service was not purchased from Cayenta.



CITY OF IDAHO FALLS - CAYENTA MANAGED SERVICES (CMS) PLAN

CMS

This plan outlines the costs and managed services of **Database Administration** and **Cayenta Application Services** for the **City of Idaho Falls**, as it relates to the Cayenta ERP applications.

Standard Cayenta Managed Services Pricing

| | Database Administration | Cayenta Application Administration | Total |
|------------------------------------|------------------------------------|---|--------------|
| One time setup fee ¹ | 3,000 | 3,000 | 6,000 |
| Monthly cost ² | 2,000 | 2,000 | 4,000 |
| Yearly cost ² | 24,000 | 24,000 | 48,000 |

1. One time set up fee waived on 24 month contract
2. Fees are based on a 12 month contract.

General Assumptions

- Post-go live: Support for 1 Cayenta Production environment, and 2 additional non-production environments (ex. testing, and Training) for all Cayenta ERP applications.
- Pre-go live: Support for the environments in the current phase of the project.
- The client will provide remote access to the servers for CMS staff and their monitoring tools. The client will be responsible for ensuring that Cayenta has access to this server environment via one of the following methods: terminal server, remote desktop or VPN. It will be assumed the servers will be part of the client's central backup strategy.
- Customer will log support calls via Team Support, selecting the "CMS" group for all requests related to services provided herein.

Service Level Objectives

- 99.5% uptime for the City's production environment, excluding holidays, and planned outages.
- Response to P1s - within 1 hour (nb. Historically, 99% get call backs within 15 minutes)
- Mean time to repair for P1 - 30 minutes

PENALTY FOR NON-COMPLIANCE - DATABASE SERVER AVAILABILITY

Upon your written or email notification to cms-idahofalls@cayenta.com, if system availability for the full month is below the objective levels, Cayenta will issue a refund according to the schedule below.

| | | |
|--|----------------|--|
| Cayenta Production system availability | 99.0% - 99.5% | 5% of monthly fee credited |
| Cayenta Production system availability | 98.0% - 98.9% | 10% of monthly fee credited |
| Cayenta Production system availability | 95.0% - 97.9% | 15% of monthly fee credited |
| Cayenta Production system availability | 90.0% - 94.9% | 25% of monthly fee credited |
| Cayenta Production system availability | 89.9% or below | 2.5% credited for every additional 1% of lost availability |

The down time is calculated from the time CMS team received an email or call from Idaho Falls staff until we send an email or call to the user and primary contact saying that the systems are back online.

Notes on System Downtime:

- System down time is considered when Cayenta production system is not available to the entire group of City users of the city due to a problem with the application or database.
- Application errors experienced by certain users or in a certain component of the application are not considered as system down time.
- Unavailability of Cayenta production system due to hardware or network issues won't be considered as system down time.

Notes

- Standard support is 6 am to 5 pm (PST), Monday to Friday (excluding holidays).
- CMS support outside of Standard support hours is billed at that current services rate per hour (minimum of 1 hour).
- Premium support (24x7) is available for an additional US\$900.00 per month.
- Significant version migrations (RDBMS, UNIX or Application) will be considered outside of scope and therefore require additional charges, depending on vendors recommendations.

One-time setup fee does not include travel expenses for on-site monitoring tool setup, which are billed as per Cayenta's standard travel policy.

Reporting

- Incident Reports generated for each incident of Database, UNIX or Application unplanned outage (depending on services are purchased).
- Monthly CMS Report generated.



SYSTEM COMPONENT CHECKLIST

This section describes the tasks that are carried out in the course of managing the application's server infrastructure and environment. A "Y" indicates that the component was successfully monitored as described. An "NP" indicates that the Service was not purchased from Cayenta.

| Database Administration Services | Frequency | | | | | Comment |
|----------------------------------|-----------|--------|---------|-----------|----------|-------------|
| | Daily | Weekly | Monthly | Quarterly | Annually | As Required |

DATABASE AVAILABILITY & PERFORMANCE MONITORING

In order to ensure the availability and performance of your system, Cayenta monitors your database on a daily basis. Cayenta's software agents provide information about the database functionality, communicate the potential for imminent failures, and communicate database errors, warnings and alerts to Cayenta Managed Services. The Cayenta CMS Consultant:

| | | | | | | |
|---|---|---|---|--|--|---|
| Monitor errors, warnings and alerts | Y | | | | | |
| Diagnose and assists in resolving database performance problems, identified by monitoring tools | | Y | | | | |
| Log all database problems and report on problems and problem resolution status | | | Y | | | |
| Diagnose and assist in resolving database availability | | | | | | Y |
| Support diagnosis of application to database connectivity issues | | | | | | Y |
| Problem Resolution for the database server patches | | | | | | Y |

DATABASE MAINTENANCE

Cayenta performs regular maintenance to ensure that the performance of your database does not degrade over time, within the constraints imposed by licensee's hardware and/or network. Cayenta CMS Consultants also perform security maintenance to ensure that your users have appropriate access to the data. The Cayenta CMS Consultant will:

| | | | | | | |
|--|--|--|---|--|--|--|
| Perform individual table reorganizations to address performance issues, identified by monitoring tools | | | Y | | | |
| Perform individual index reorganizations to address performance issues, identified by monitoring tools | | | Y | | | |
| Perform data security maintenance | | | Y | | | |

DATABASE BACKUP & RESTORATION

Assuming Cayenta compatible backup tools are used by the client, Cayenta works with you to ensure that database backups are performed reliably and that your data can be recovered quickly in the event of corruption or loss of data. The Cayenta CMS Consultant will:

| | | | | | | |
|---|---|---|--|---|--|---|
| Perform daily on-line backups according to the back-up schedule | Y | | | | | |
| Perform daily migration of archived online redo logs to tape | Y | | | | | |
| Perform weekly off-line backup | | Y | | | | |
| Perform daily exports (logical backup) | Y | | | | | |
| Assist Client to perform data recovery in the event of corruption or loss of data | | | | | | Y |
| Assist client with data recovery test to assure recoverability from exports | | | | Y | | |
| Assist client with data recovery test to assure recoverability from archive logs | | | | Y | | |

DATABASE UPDATES

In order to ensure that your database environment is current with new database releases and fixes, Cayenta provides maintenance services for your database platforms. The Cayenta CMS Consultant will:

| | | | | | | | |
|--|--|--|--|--|--|---|--|
| Apply database maintenance patches as needed | | | | | | Y | |
|--|--|--|--|--|--|---|--|

DATABASE REFRESHES & COPIES

In order to ensure that Testing and Training environments are current, the Cayenta CMS Consultant can copy Production data to the Testing and Training environments to a maximum of 1 time each quarter.

| | | | | | | | |
|--|--|--|--|---|--|--|--|
| Make copy of current Production environment for Testing | | | | Y | | | |
| Make copy of current Production environment for Training | | | | Y | | | |

| Cayenta Utilities Application (CIS) Services | Frequency | | | | | | Comment |
|--|-----------|--------|---------|-----------|----------|-------------|---------|
| | Daily | Weekly | Monthly | Quarterly | Annually | As Required | |

UTILITIES APPLICATION AVAILABILITY AND PERFORMANCE MONITORING

In order to ensure the availability and performance of your application, Cayenta CMS monitors your system components. Cayenta utilizes tools that test the availability of your system components and alert the Cayenta CMS Consultant in the event of a problem. The Cayenta CMS Consultant will:

| | | | | | | | |
|---|---|--|---|--|--|---|--|
| Monitor errors, warnings and alerts | Y | | | | | | |
| Diagnose and resolve application performance problems, identified by monitoring tools | | | | | | Y | |
| Log all application problems and report on problems and problem resolution status | | | Y | | | Y | |
| Diagnose and assist in resolving application availability | | | | | | Y | |
| Support diagnosis of application to database connectivity issues | | | | | | Y | |
| Problem resolution for application specific patches | | | | | | Y | |

UTILITIES APPLICATION AND OTHER MAINTENANCE

Cayenta performs regular maintenance to ensure that the Applications are clean. The Cayenta CMS Consultant will:

Utilities Application

| | | | | | | | |
|--|--|--|---|--|--|--|--|
| Archive and purge batch queue logs | | | Y | | | | |
| Archive and purge job process logs | | | Y | | | | |
| Copy xml archive files and style sheets to storage media | | | Y | | | | |

Reporting Application Maintenance

| | | | | | | | |
|---------------------------------|---|---|--|---|--|---|--|
| Perform Backups | Y | | | | | | |
| Clear temporary Reporting files | | | | Y | | | |
| Archive old reports | | | | | | Y | |
| Purge reporting software logs | Y | y | | | | | |
| Restart services and agents | | | | | | Y | |

UTILITIES APPLICATION BACKUP AND RESTORATION

The Cayenta CMS Consultant will:

| | | | | | | | |
|--|--|--|--|--|--|---|--|
| Assist in creating backup policies for the Utility Application | | | | | | Y | |
|--|--|--|--|--|--|---|--|

UTILITIES APPLICATION FEATURE RELEASES, UPDATES, PATCHES

Cayenta performs regular maintenance to ensure that that your Production, Testing and Training Environments are at the appropriate fix levels. The Cayenta CMS Consultant will:

| | | | | | | |
|---|--|---|---|--|---|--|
| Utilities Application | | | | | | |
| Apply P1patches to the Production environment | | | | | Y | |
| Apply P1 patches to the Testing and Training environments | | | | | Y | |
| Apply Feature Releases/Updates to the Production environments | | Y | | | | |
| Apply Feature Releases/Updates to the Testing and Training environments | | Y | | | | |
| Reporting Application | | | | | | |
| Maintain and upgrade the Report Server software | | | Y | | | |
| Desktop activities | | | | | | |
| Recommend additions, enhancement, version requirements to desktops | | Y | | | Y | |
| Recommend network enhancements, updates, etc. | | Y | | | | |
| Assist in troubleshooting Cayenta-specific desktop issues | | | | | Y | |

UTILITIES APPLICATION COPIES

In order to ensure that Testing and Training environments are current, the Cayenta CMS Consultant can copy current Production data to the Testing and Training environments to a maximum of 1 time each quarter.

| | | | | | | |
|--|--|--|---|--|--|--|
| Make copy of current Production environment for Testing purposes (ex. CayTest) | | | Y | | | |
| Make copy of current Production environment for Training purposes (ex. CayTrain) | | | Y | | | |

| Cayenta Financials Application (FMS/HR) Services | Frequency | | | | | | Comment |
|---|-----------|--------|---------|-----------|----------|-------------|---------|
| | Daily | Weekly | Monthly | Quarterly | Annually | As Required | |

FINANCIAL APPLICATION AVAILABILITY AND PERFORMANCE MONITORING

In order to ensure the availability and performance of your application, Cayenta monitors your system components. Cayenta utilizes tools that test the availability of your system components and alert the Cayenta Technical Consultant in the event of a problem. The Cayenta Technical Consultant will:

| | | | | | | | |
|--|---|---|---|--|--|---|--|
| Monitor errors, warnings and alerts | Y | | | | | | |
| Diagnose and resolve database performance problems, identified by monitoring tools | | Y | | | | | |
| Log all application problems and report on problems and problem resolution status | | | Y | | | | |
| Diagnose and resolve application availability | | | | | | Y | |
| Support diagnosis of application to database connectivity issues | | | | | | Y | |
| Problem resolution for application specific patches | | | | | | Y | |

FINANCIAL APPLICATION AND OTHER MAINTENANCE

Cayenta performs regular maintenance to ensure that the Applications are clean. The Cayenta Technical Consultant will:

| | | | | | | | |
|-------------------------------------|--|--|---|--|--|--|--|
| Financial Application | | | | | | | |
| Archive and purge log files | | | Y | | | | |
| Archive and purge spool directories | | | Y | | | | |

| | | | | | | |
|---|--|---|---|--|---|--|
| Archive and purge audit files | | | Y | | | |
| Regular wisp and work library cleanup | | | Y | | | |
| Restart message listener and kill defunct processes | | | | | Y | |
| Cognos Application | | | | | | |
| Apply core report patches | | | Y | | | |
| Archive old reports | | | | | Y | |
| Purge Cognos logs | | Y | | | | |
| Application Web Server | | | | | | |
| Archive and purge Application Web Server log files | | | Y | | | |
| Archive and purge audit files | | | Y | | | |

FINANCIAL APPLICATION BACKUP AND RESTORATION

The Cayenta Technical Consultant will:

| | | | | | | |
|--|--|--|--|--|---|--|
| Assist client in creating Backup policies for Utility Applications | | | | | Y | |
|--|--|--|--|--|---|--|

FINANCIAL APPLICATION FEATURE RELEASES, UPDATES, PATCHES

Cayenta performs regular maintenance to ensure that that your PROD, TEST and TRN Environments are at the appropriate fix levels. The Cayenta Technical Consultant will:

| | | | | | | |
|--|--|--|---|---|---|--|
| Financial Application | | | | | | |
| Apply P1patches to the PROD environment | | | | | Y | |
| Apply P1 patches to the TEST and TRN environments | | | | | Y | |
| Apply Feature Releases/Updates to the PROD environments (max. once monthly) | | | Y | | | |
| Apply Feature Releases/Updates to the Testing and Training environments(max. once monthly) | | | Y | | | |
| Application Web Server Application | | | | | | |
| Maintain and upgrade Application Web Server software | | | | Y | | |
| Desktop activities | | | | | | |
| Recommend additions, enhancement, version requirements to desktop | | | Y | | | |
| Recommend network enhancements, updates, etc. | | | Y | | | |
| Assist in troubleshooting Cayenta-specific desktop issues | | | | | Y | |

FINANCIAL APPLICATION COPIES

In order to ensure that TEST and TRN environments are current, the Cayenta Technical Consultant can copy current PROD data to the TEST and TRN environments to a maximum of 1 time each quarter.

| | | | | | | |
|---|--|--|--|---|--|--|
| Make copy of current PROD environment for Testing purposes | | | | Y | | |
| Make copy of current PROD environment for Training purposes | | | | Y | | |

| Cayenta Work Management Application (WMS) Services | Frequency | | | | | Comment |
|--|-----------|--------|---------|-----------|----------|-------------|
| | Daily | Weekly | Monthly | Quarterly | Annually | As Required |

WORK MANAGEMENT APPLICATION AVAILABILITY AND PERFORMANCE MONITORING

In order to ensure the availability and performance of your application, Cayenta monitors your system components. Cayenta utilizes tools that test the availability of your system components and alert the Cayenta Technical Consultant in the event of a problem. The Cayenta Technical Consultant will:

| | | | | | | |
|-------------------------------------|---|--|--|--|--|--|
| Monitor errors, warnings and alerts | Y | | | | | |
|-------------------------------------|---|--|--|--|--|--|

| | | | | | | | |
|--|--|---|---|--|--|---|--|
| Diagnose and resolve database performance problems, identified by monitoring tools | | Y | | | | | |
| Log all application problems and report on problems and problem resolution status | | | Y | | | | |
| Diagnose and resolve application availability | | | | | | Y | |
| Support diagnosis of application to database connectivity issues | | | | | | Y | |
| Problem resolution for application specific patches | | | | | | Y | |

WORK MANAGEMENT AND OTHER MAINTENANCE

Cayenta performs regular maintenance to ensure that the Applications are clean. The Cayenta Technical Consultant will:

| | | | | | | | |
|---|--|---|---|--|--|---|--|
| Work Management Application | | | | | | | |
| Archive and purge log files | | | Y | | | | |
| Archive and purge spool directories | | | Y | | | | |
| Archive and purge audit files | | | Y | | | | |
| Regular wisp and work library cleanup | | | Y | | | | |
| Restart message listener and kill defunct processes | | | | | | Y | |
| Cognos Application | | | | | | | |
| Apply core report patches | | | Y | | | | |
| Archive old reports | | | | | | Y | |
| Purge Cognos logs | | Y | | | | | |
| Application Web Server | | | | | | | |
| Archive and purge Application Web Server log files | | | Y | | | | |
| Archive and purge audit files | | | Y | | | | |

WORK MANAGEMENT APPLICATION BACKUP AND RESTORATION

The Cayenta Technical Consultant will:

| | | | | | | | |
|--|--|--|--|--|---|--|--|
| Assist client in creating Backup policies for Applications | | | | | Y | | |
|--|--|--|--|--|---|--|--|

WORK MANAGEMENT APPLICATION FEATURE RELEASES, UPDATES, PATCHES

Cayenta performs regular maintenance to ensure that that your PROD, TEST and TRN Environments are at the appropriate fix levels. The Cayenta Technical Consultant will:

| | | | | | | | |
|--|--|--|---|---|--|---|--|
| Work Management Application | | | | | | | |
| Apply P1patches to the PROD environment | | | | | | Y | |
| Apply P1 patches to the TEST and TRN environments | | | | | | Y | |
| Apply Feature Releases/Updates to the PROD environments (max. once monthly) | | | Y | | | | |
| Apply Feature Releases/Updates to the Testing and Training environments(max. once monthly) | | | Y | | | | |
| Application Web Server Application | | | | | | | |
| Maintain and upgrade Application Web Server software | | | | Y | | | |
| Desktop activities | | | | | | | |
| Recommend additions, enhancement, version requirements to desktop | | | Y | | | | |
| Recommend network enhancements, updates, etc. | | | Y | | | | |
| Assist in troubleshooting Cayenta-specific desktop issues | | | | | | Y | |

WORK MANAGEMENT APPLICATION COPIES

In order to ensure that TEST and TRN environments are current, the Cayenta Technical Consultant can copy current PROD data to the TEST and TRN environments to a maximum of 1 time each quarter.

| | | | | | | | |
|---|--|--|--|---|--|--|--|
| Make copy of current PROD environment for Testing purposes | | | | Y | | | |
| Make copy of current PROD environment for Training purposes | | | | Y | | | |



MEMORANDUM

TO: Mayor and City Council

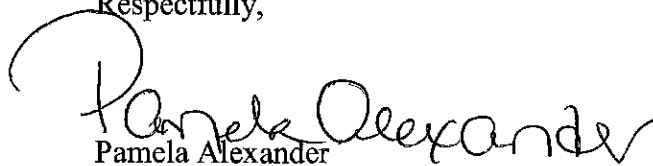
FROM: Municipal Services Department

DATE: November 2, 2017

RE: Renaming of the Civic Auditorium to Idaho Falls Civic Center for the Performing Arts

Municipal Services requests City Council authorization to rename the Civic Auditorium to the "Idaho Falls Civic Center for the Performing Arts". This request is pursuant to resolution 2017-20, section III, A.1., Historic Events, People/Group and Places and as recommended by the Civic Auditorium committee during the Monday, March 20, 2017 presentation.

Respectfully,


Pamela Alexander
Municipal Services Director

RESOLUTION NO. 2017- 20

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

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

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

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

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

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

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

I. PURPOSE

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

II. DEFINITIONS

The following definitions apply to this Policy:

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

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

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

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

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

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

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

III. POLICY

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

A. Category

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

1. Historic Events, People/Group, and Places

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

2. Outstanding Individuals

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

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

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

3. Major Donations

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

IV. PROCEDURE

A. General Principles

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

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

B. Renaming a City facility, park, or location

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

C. Other Considerations

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

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

V. APPLICATION CONTENTS

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

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

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

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

VI. PROCESSING THE APPLICATION

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

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

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

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

VII. APPROVAL


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

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

ADOPTED and effective this 27 day of July, 2017.



CITY OF IDAHO FALLS, IDAHO


Rebecca L. Noah Casper, Mayor


Kathy Hampton, City Clerk



IDAHO FALLS

*Civic
Auditorium*

IF SYMPHONY
ROMANTIC PASSIONS
NOV 5
7:30 PM



Hammon

CIVIC AUDITORIUM OVERVIEW/HISTORY

- ▶ March 8, 1953 Dedication of the Civic Auditorium
- ▶ 2014 Citizens Review Committee Observations:
 - ▶ Promote the use of the auditorium
 - ▶ Lack of facility long-term upgrade and maintenance schedules
 - ▶ Facility sustainability funding
 - ▶ Agreement of Use with School District

CIVIC AUDITORIUM COMMITTEE

- ▶ Ordinance 3064 in City Code April 2016
- ▶ Mayor appointed Civic Auditorium Committee May 26
- ▶ First Committee meeting held in August 2016
- ▶ Civic Auditorium Committee Members
 - ▶ Arthur Kull, Chair
 - ▶ Carrie Scheid, Vice Chair
 - ▶ Anne Staton Voilleque
 - ▶ Bonnee Taggart
 - ▶ Deidre Warden



CIVIC AUDITORIUM - PRESENTATION OUTLINE

- ▶ Reason for Being
- ▶ Long Term City Commitment
- ▶ Proposed Mission Statement
- ▶ Benchmarking With Other Venues
- ▶ Committee Recommendations
 - ▶ Programming and Marketing
 - ▶ Proposed Auditorium Rates
 - ▶ Financials – Past and Projected
 - ▶ Facility Renovation Plan

CIVIC AUDITORIUM - REASON FOR BEING

- ▶ Only performance venue in Idaho Falls area with 1,896 seats and large stage (48/26/35)
- ▶ Only performance venue that can accommodate
 - ▶ Symphony Orchestra
 - ▶ Major Broadway touring shows
 - ▶ Local groups like the Sounds Choir
 - ▶ Bookings of shows by the Idaho Falls Arts Council such as Oak Ridge Boys, Smothers Brothers, Chieftains

CIVIC AUDITORIUM - REASON FOR BEING (CONT'D)

- ▶ Economic Benefit:
 - ▶ Ticket Sales of ~\$1,000,000 provide economic benefit to the city of Idaho Falls.
 - ▶ Cultural amenities support economic development
- ▶ Venue supports the many local organizations that bring performing arts to Idaho Falls

THE CIVIC AUDITORIUM

Mostly supports local organizations

| <i>Non-Profit</i> | <i>Dance</i> | <i>Commercial</i> |
|----------------------------|---------------------|-------------------------|
| IF Symphony/Youth Symphony | Bonneville Ballroom | Idahoan |
| IF Opera Theater | Eagle Rock Dance | Melaleuca |
| IF Arts Council | IF School of Ballet | Bone Road Productions |
| IFYAC | Dance Fusion | Band of the Golden West |
| Sounds Choir | Dance Depot | Forgotten Carols |
| Strings for Kids | Extreme Ballroom | Larry Hall Presents |
| D91 | Tech Moves Dance | Rocking Road to Dublin |
| IF Fire Department | Jill Searle Dance | Skillet/LMG Productions |
| Crosspoint Church | Vogue Dance | TaVaci Singers |
| Jevohah's Witnesses | Elite Studios | Time Out for Women |

LONG-TERM COMMITMENT BY THE CITY OF IDAHO FALLS

- The Civic Auditorium is an essential component of the quality of life for the citizens of Idaho Falls and the region
- We recommend the City Council make a long-term commitment to invest in the Renovation of the Civic Auditorium and its continued ownership and operation by the City
- We also recommend that the Civic Auditorium become the “Idaho Falls Civic Center for the Performing Arts”

PROPOSED MISSION STATEMENT

The mission of the Idaho Falls Civic Center for the Performing Arts is to provide a gathering place where local, regional, national, and international cultural activities illuminate, educate, and entertain. The Idaho Falls Civic Center for the Performing Arts celebrates the diversity of our community by offering a variety of life-long learning opportunities.

PROPOSED MISSION STATEMENT (CONT'D)

The Idaho Falls Civic Center for the Performing Arts will accomplish this by providing a venue for:

- ▶ The area's performing arts organizations
- ▶ Staging great performances from around the world
- ▶ Motivating arts education programs for youth
- ▶ Community gathering

BENCHMARKING WITH OTHER REGIONAL VENUES

Selection Criteria for Benchmarked Venues :

- ▶ No venues associated with Colleges/Universities
- ▶ Geography: Mountain West
- ▶ Various Operations Management Models

The following venues were selected for benchmarking with the Civic Auditorium:

Municipality: Greeley, CO, Billings, MT, Logan, UT, Ogden, UT, Idaho Falls, ID

Non-Profit/Private: Jackson, WY, Bend, OR

BENCHMARKING - DEMOGRAPHICS

| | MSA Population | Median Income | Median Housing Price |
|--|----------------|---------------|----------------------|
| Alberta Bair, Billings, MT | 167,000 | 49,265 | 185,900 |
| Ellen Eccles, Logan, UT | 131,000 | 35,770 | 163,600 |
| Peery's Egyptian, Ogden, UT | 597,000 | 40,937 | 131,200 |
| Union Colony Civic Center, Greeley, CO | 260,000 | 47,342 | 168,400 |
| Center for the Arts, Jackson, WY | 32,000 | 64,345 | 540,700 |
| Tower Theater, Bend, OR | 158,000 | 52,471 | 256,400 |
| Colonial Theater, Idaho Falls, ID | 136,000 | 45,680 | 140,000 |
| Civic Auditorium, Idaho Falls, ID | 136,000 | 45,680 | 140,000 |

BENCHMARKING - FACILITIES

| | No. Seats | Stage Size W/D/H | Ownership | Operations Maintenance |
|---|-----------|---------------------|-----------------------------|--------------------------------|
| Alberta Bair, Billings, MT | 1,408 | 53/37/26 | City | ABT Foundation (Non-Profit) |
| Ellen Eccles, Logan, UT | 1,070 | 36/38/27 | City | Cache Valley Arts Center |
| Peery's Egyptian, Ogden, UT | 800 | 31/37/44 | Weber County | Weber County |
| Union Colony Civic Center, Greeley, CO | 1,665 | 50/28/49 | City | City |
| Center for the Arts, Jackson, WY | 500 | | Non-Profit | Non-Profit |
| Tower Theater, Bend, OR | 466 | 33/39/18 | Tower Theater Foundation | Tower Theater Foundation |
| Colonial Theater, Idaho Falls, ID | 988 | 38/22/25 | IFAC | IFAC |
| Civic Auditorium, Idaho Falls, ID | 1,896 | 48/26/35 | City | City |

BENCHMARKING - FINANCIALS

| | Days Scheduled | Revenue | Expenses | Ticket, Rentals, Concession Income | Sponsorship, Invest., Other Income | Municipal Contribution |
|----------------------------------|----------------|-----------|-----------|------------------------------------|------------------------------------|------------------------|
| Alberta Bair, Billings, MT | 150-200 | 1,787,825 | 1,661,603 | 1,284,474 | 503,351 | |
| Ellen Eccles, Logan, UT | 232 | 1,415,044 | 1,272,587 | 697,463 | 717,581 | |
| Peery's Egyptian, Ogden, UT | 141 | 611,530 | 1,212,000 | 445,699 | 165,831 | 600,470 |
| Civic Center, Greeley, CO | 190 | 1,767,286 | 1,767,286 | 804,224 | 43,135 | 919,927 |
| Center for the Arts, Jackson, WY | | 3,174,055 | 2,916,695 | 1,028,227 | 2,145,828 | |
| Tower Theater, Bend, OR | | 1,351,865 | 1,369,176 | 1,075,304 | 276,561 | |
| Colonial, Idaho Falls, ID | 185 | 1,078,748 | 1,022,541 | 550,162 | 528,586 | |
| Civic, Idaho Falls, ID | 183 | 105,386 | 235,310 | 105,386 | | 129,924 |

PROGRAMMING & MARKETING

- ▶ In 2016 the City of Idaho Falls entered into an agreement with the Idaho Falls Arts Council to manage the programming and marketing of the Civic Auditorium.
- ▶ Assessment:
 - ▶ The Civic being used mostly by area organizations, opportunities for marketing to new commercial users are limited due to lack of availability.
 - ▶ Should the east wing back of the Civic, as well as the D91 classrooms/theater of that wing, become available, there would be an opportunity to increase the use of the venue.
- ▶ **Recommendation**
 - ▶ **Continue the agreement with the Idaho Falls Arts Council for three or more years, with annual review of all terms and conditions to fully assess its benefit.**

PROPOSED 2017-2018 AUDITORIUM RATES

(OLD RATES)

| Commercial | Touring Performers | Area Performers | Meetings |
|----------------------|--|--|------------------|
| Main Performance | Gr. of 10% or \$800 (Gr. of 10% or \$750) | Gr. of 10% or \$600 (Gr. Of 10% or \$500) | \$800 (\$750) |
| Same Day Add'l Perf. | Gr. of 10% or \$400 (Gr. Of 10% or \$300) | Gr. of 10% or \$300 (Gr. of 10% or \$200) | \$400 (\$300) |
| Non-Profit (*) | Touring Performers | Area Performers | Meetings |
| Main Performance | \$1,500 (G of 10% or \$750) | \$400 (G of 10% or \$300) | \$300 (\$175) |
| Same Day Add'l Perf. | \$1,000 (G of 10% or \$200) | \$200 (G of 10% or \$175) | \$200 (\$100) |

Additional Rates

- New: A Facility Fee of \$100 per Performance
- New: Band and Art Room **
- Rehearsal and Stage Setting Time
- Booking/Reservation Deposit
- Special Effects Requests

* Non-profit is defined as 501(c)3 and 501(c)6

** Band and Art Room use fee with a performance \$100.00 per day, plus \$25.00 cleaning fee; not with a performance of \$125.00 for first four hours, plus \$25.00 cleaning fee

9-YEAR CIVIC AUDITORIUM BUDGET OVERVIEW

| | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 |
|--------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Revenue | \$56,313 | \$118,555 | \$82,263 | \$77, 974 | \$79,379 | \$88,675 | \$72,494 | \$70,564 | \$105,386 |
| Expenditure | \$208,960 | \$215,683 | \$220,645 | \$211,936 | \$195,510 | \$219,159 | \$206,373 | \$204,849 | \$223,231 |
| Capital Exp. | \$34,281 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| City Budget | \$221,867 | \$250,294 | \$239,705 | \$227,935 | \$216,078 | \$234,842 | \$228,734 | \$221,363 | \$235,310 |

On Average

Revenue: \$ 83,511

Expenditure: \$211,816

Capital Exp.: \$ 3,809

City Budget: \$230,681

Net Cost to the City: \$ 128,305

PROJECTED CIVIC AUDITORIUM 2017/18 BUDGET

| | |
|----------------------------|---------------------|
| Projected Revenue: | \$105,385 (2015/16) |
| Plus proposed rental fee | \$ 44,950 |
| Plus proposed facility fee | <u>\$ 6,200</u> |
| Total | \$156,535 |

| | |
|--------------------------------|------------------|
| Projected Expenditure: | |
| ▶ Staff | \$ 160,000 |
| ▶ Utilities | \$ 40,000 |
| ▶ Operations and Maintenance | \$ 85,000 |
| ▶ IFAC Agreement: | <u>\$ 65,000</u> |
| Projected City 2017/18 Budget: | \$ 350,000 |

FACILITY RENOVATION PLAN

Phased Renovation:

- Phase I 2017 - 2018: Auditorium
- Phase II 2018 - 2019: Back of the House
- Phase III 2019 – 2020: Front of the House

PHASE I - AUDITORIUM RENOVATION

- New seating - \$350,000; 1,896 seats or fewer?
- Paint ceiling & walls - \$200,000
- Replacement of carpeting - \$60,000
- Acoustical improvements as recommended by 2006 study
 - New acoustical panels on stage (\$ TBD)
 - Acoustical panels on ceiling (\$ TBD)
- Install railings on balcony stairs (\$ TBD)
- American with Disabilities (ADA) access to facility
- Install an electronic marquee on Holmes Avenue \$80,000

PHASE II - BACK OF THE HOUSE RENOVATION

Many open questions will be addressed once District 91 makes a decision on the future of Idaho Falls High School (IFHS)

- Access to dressing rooms through an elevator
- Pop-up dressing rooms next to stage
- Access from Scene Shop to stage
- Full use of Band Room and Art Room for rehearsals
- Additional loading dock(s) and/or storage room
- Acquisition of part of East Wing, now housing classrooms of IFHS and Little Theater for choir rehearsals and music education

PHASE III - FRONT OF THE HOUSE RENOVATION

Expand building front towards Holmes Avenue to provide more Lobby and Mezzanine space for

- Needed improvements such as
 - Elevators from lobby to mezzanine
 - ADA accessible bathrooms on both levels
 - A coat check room
 - Concessions
- Host weddings/receptions/galas
- Avoid congestion

FINANCING OF RENOVATION

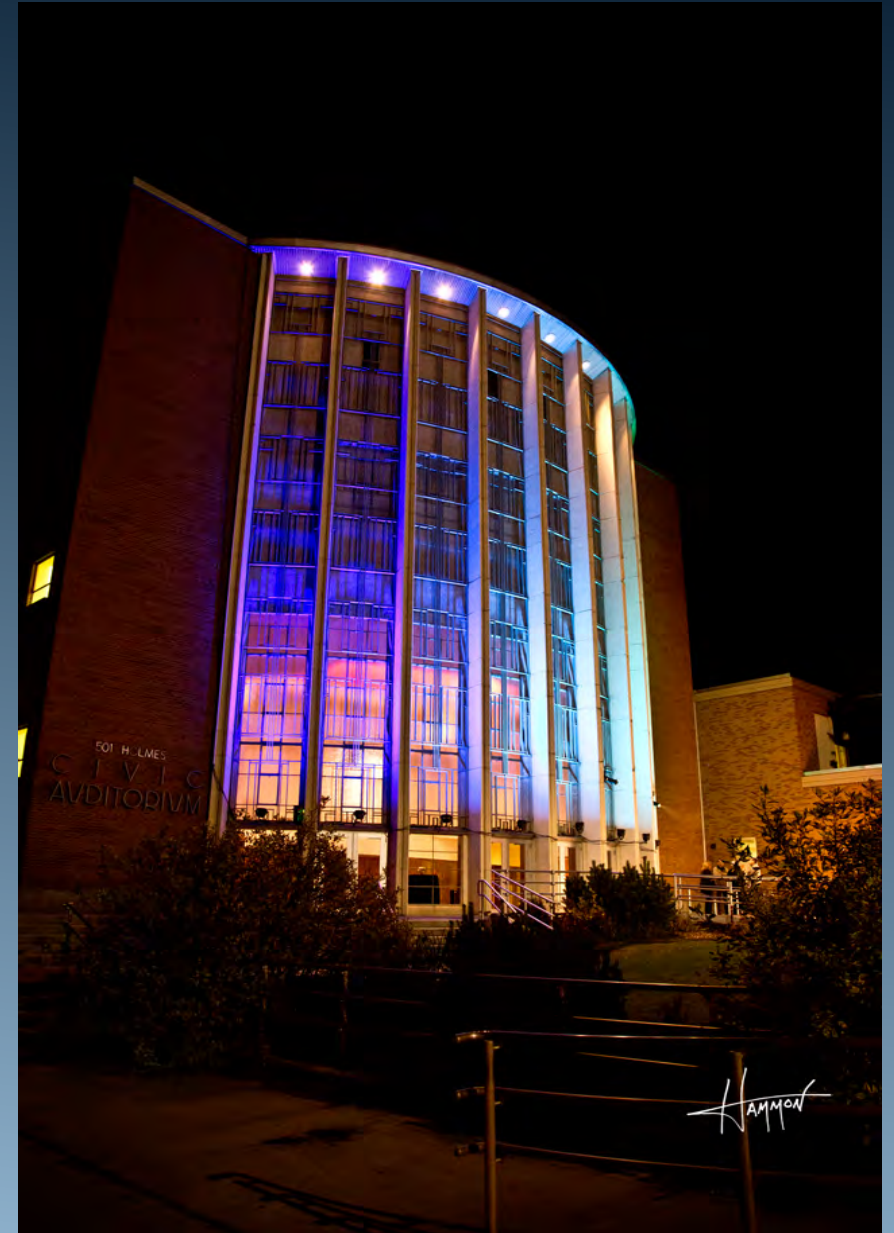
- Phase I Auditorium 2017-2018: City
- Phase II Back of the House 2018-2019: City
- Phase III Front of the House 2019-2020:
Recommend regional capital campaign supported by matching funds from City.

CURRENT DEDICATED CIVIC AUDITORIUM FUNDING

- ▶ Historically, previous leadership authorized Municipal Services to transfer budget savings to a dedicated fund (similar to the Municipal Equipment and Replacement Fund) for Civic Auditorium capital improvements
- ▶ Currently the unbudgeted balance of \$216,480 could be used as matching funds for future renovations

CIVIC AUDITORIUM COMMITTEE RECOMMENDATIONS (SUMMARY)

- Long-term commitment by the City
- Operations
 - Continue professional services agreement with the Idaho Falls Arts Council
 - Authorize New rate structure
- Facility Renovation
 - 2017-2018: Auditorium
 - 2018-2019: Back of the House
 - 2019-2020: Front of the House





IDAHO FALLS

JOE HOLMES
STATE
AUDITORIUM

HAMMON

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

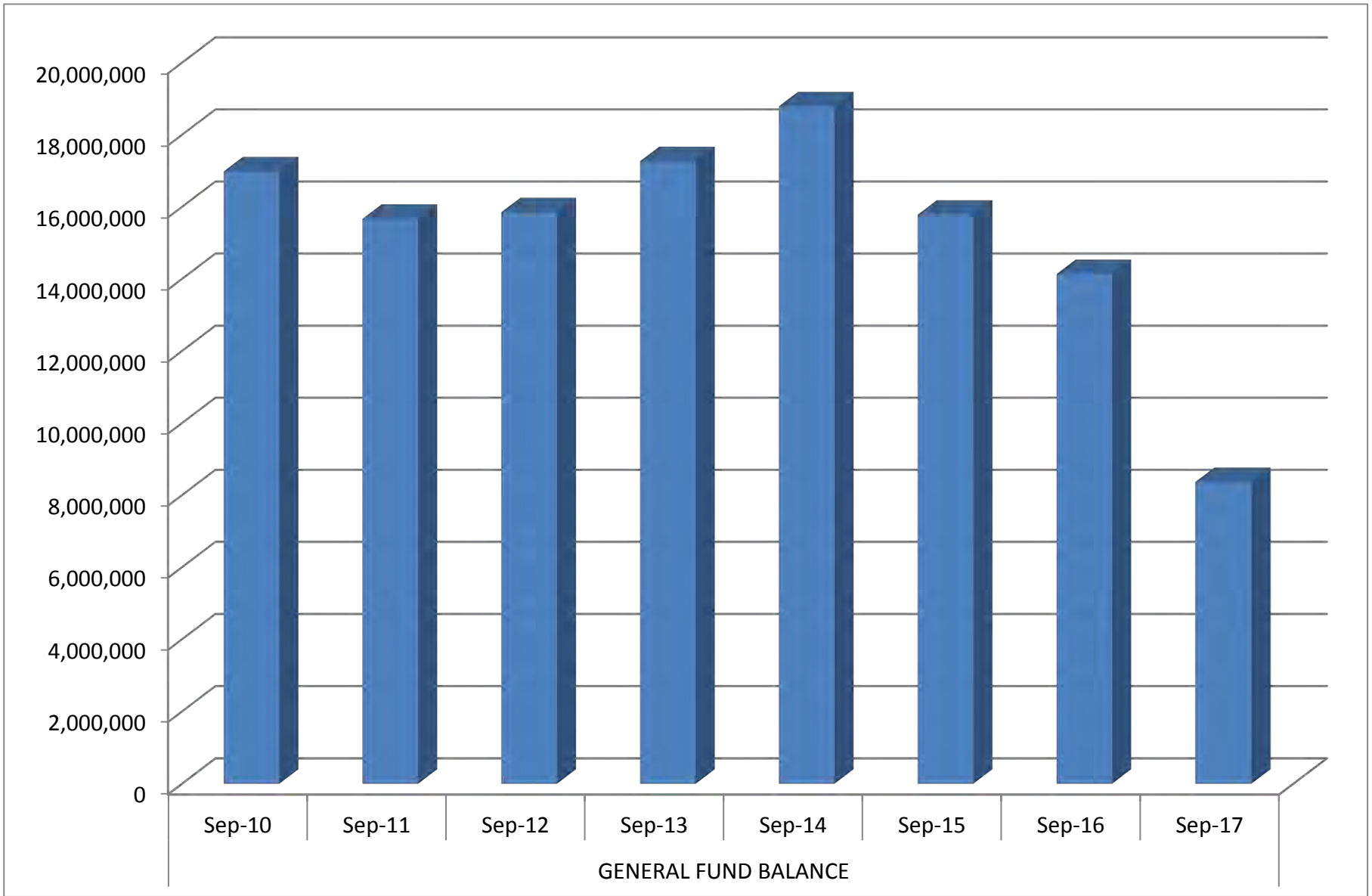
| FUND | BEGINNING CASH | BEGINNING BALANCE | TOTAL RECEIPTS | MATURED INVESTMTS | JOURNAL DEBIT | TOTAL EXPENSES | NEW INVESTS | JOURNAL CREDITS | CASH ON HAND | INVESTED FUNDS | ENDING BALANCE |
|------------------------------|----------------------|-----------------------|----------------------|----------------------|---------------------|----------------------|----------------------|---------------------|----------------------|-----------------------|-----------------------|
| GENERAL | 461,132.52 | 9,758,853.63 | 629,900.30 | 4,300,000.00 | 2,406,596.96 | 4,378,048.96 | 1,500,000.00 | 58,592.81 | 1,860,988.01 | 6,497,721.11 | 8,358,709.12 |
| HEALTH & ACCIDENT INSUR. | 221,740.10 | 2,472,573.43 | - | - | - | - | - | - | 221,740.10 | 2,250,833.33 | 2,472,573.43 |
| STREET | 172,588.66 | 2,872,588.66 | 78,703.13 | 2,700,000.00 | - | 1,271,886.00 | - | 614,421.79 | 1,064,984.00 | - | 1,064,984.00 |
| RECREATION | (12,551.48) | (12,551.48) | 60,862.02 | - | 27,106.33 | 159,528.31 | - | - | (84,111.44) | - | (84,111.44) |
| LIBRARY | 621,077.03 | 2,321,077.03 | 46,422.00 | - | - | 426,159.60 | - | 7,447.93 | 233,891.50 | 1,700,000.00 | 1,933,891.50 |
| AIRPORT PFC FUND | 70,397.01 | 70,397.01 | 71,481.76 | - | - | - | - | 70,397.01 | 71,481.76 | - | 71,481.76 |
| MUNICIPAL EQUIP. REPLCMT. | 490,993.60 | 17,110,692.64 | 13,940.07 | 2,884,531.16 | - | 19,051.01 | 1,848,265.07 | 252,782.50 | 1,269,366.25 | 15,583,432.95 | 16,852,799.20 |
| EL. LT. WEATHERIZATION FD | 884,377.06 | 2,334,377.06 | - | - | - | 22,804.10 | - | - | 861,572.96 | 1,450,000.00 | 2,311,572.96 |
| BUSINESS IMPRV. DISTRICT | 107,493.49 | 107,493.49 | - | - | - | - | - | - | 107,493.49 | - | 107,493.49 |
| GOLF | (87,299.26) | (87,299.26) | 174,963.97 | - | - | 203,516.44 | - | 37,392.18 | (153,243.91) | - | (153,243.91) |
| GOLF CAPITAL IMPROVEMENT | 154,866.17 | 154,866.17 | - | - | - | - | - | - | 154,866.17 | - | 154,866.17 |
| SELF-INSURANCE FD. | 900,168.96 | 2,600,168.96 | 99,259.82 | 200,000.00 | - | 133,244.63 | - | - | 1,066,184.15 | 1,500,000.00 | 2,566,184.15 |
| SANITARY SEWER CAP IMP. | 980,177.18 | 1,680,177.18 | 20,698.67 | 200,000.00 | - | 18,199.72 | - | - | 1,182,676.13 | 500,000.00 | 1,682,676.13 |
| MUNICIPAL CAPITAL IMP. | 833,008.28 | 1,033,008.28 | 3,900.18 | 200,000.00 | - | 781.65 | - | - | 1,036,126.81 | - | 1,036,126.81 |
| STREET CAPITAL IMPROVEMENT | 908,123.73 | 1,908,123.73 | 536.96 | 400,000.00 | - | 205,233.02 | - | 3,126.25 | 1,100,301.42 | 600,000.00 | 1,700,301.42 |
| BRIDGE & ARTERIAL STREET | 383,105.87 | 383,105.87 | 5,861.06 | - | - | - | - | - | 388,966.93 | - | 388,966.93 |
| WATER CAPITAL IMPROVEMENT | 962,935.67 | 2,962,935.67 | 41,396.00 | - | - | - | - | - | 1,004,331.67 | 2,000,000.00 | 3,004,331.67 |
| SURFACE DRAINAGE | 116,697.98 | 116,697.98 | 2,853.46 | - | - | - | - | - | 119,551.44 | - | 119,551.44 |
| TRAFFIC LIGHT CAPITAL IMPRV. | 802,105.11 | 1,202,105.11 | - | - | 29,753.38 | 28,915.80 | - | - | 802,942.69 | 400,000.00 | 1,202,942.69 |
| PARKS CAPITAL IMPROVEMENT | 266,287.40 | 266,287.40 | 5,624.00 | - | - | - | - | - | 271,911.40 | - | 271,911.40 |
| FIRE CAPITAL IMPROVEMENT | (3,626,862.79) | (3,626,862.79) | 1,716.72 | - | - | - | - | - | (3,625,146.07) | - | (3,625,146.07) |
| ZOO CAPITAL IMPROVEMENT | - | - | - | - | - | 5,263.71 | - | - | (5,263.71) | - | (5,263.71) |
| AIRPORT | 270,839.11 | 970,839.11 | 240,724.99 | - | - | 1,434,580.26 | - | 52,638.55 | (975,654.71) | 700,000.00 | (275,654.71) |
| WATER & SEWER | 3,010,515.18 | 30,073,587.18 | 1,528,841.31 | 3,404,000.00 | - | 3,512,280.55 | 3,400,000.00 | 367,843.23 | 663,232.71 | 27,059,072.00 | 27,722,304.71 |
| W & S EQUIPMENT REPLACE | 1,009,972.87 | 1,009,972.87 | - | - | - | - | - | - | 1,009,972.87 | - | 1,009,972.87 |
| W & S SANITARY INTERCPT | 742,691.10 | 742,691.10 | - | - | - | - | - | - | 742,691.10 | - | 742,691.10 |
| SANITATION | 1,198,880.61 | 1,698,880.61 | 344,536.37 | - | - | 286,003.14 | - | 138,216.24 | 1,119,197.60 | 500,000.00 | 1,619,197.60 |
| AMBULANCE | (620,120.69) | (620,120.69) | 753,953.26 | - | - | 769,716.56 | - | 126,531.39 | (762,415.38) | - | (762,415.38) |
| ELECTRIC LIGHT | 1,657,027.20 | 11,650,595.23 | 4,459,895.49 | 700,000.00 | - | 3,914,860.02 | 1,200,000.00 | 735,799.89 | 966,262.78 | 10,493,568.03 | 11,459,830.81 |
| IFP RATE STABILIZATION FD | 992,080.50 | 21,428,059.11 | 8,182.99 | 1,800,000.00 | - | - | 1,800,000.00 | - | 1,000,263.49 | 20,435,978.61 | 21,436,242.10 |
| IFP CAPITAL IMPROVEMENT | 1,679,493.00 | 10,645,228.35 | 3,509.24 | 750,000.00 | - | - | 750,000.00 | - | 1,683,002.24 | 8,965,735.35 | 10,648,737.59 |
| PAYROLL FUND | 17,866.39 | 17,866.39 | 5,194,688.13 | - | 1,733.10 | 5,192,982.55 | - | - | 21,305.07 | - | 21,305.07 |
| CLAIMS FUND | - | - | 8,565,723.36 | - | - | 8,565,723.36 | - | - | - | - | - |
| TOTAL ALL FUNDS | 15,569,807.56 | 123,246,415.03 | 22,358,175.26 | 17,538,531.16 | 2,465,189.77 | 30,548,779.39 | 10,498,265.07 | 2,465,189.77 | 14,419,469.52 | 100,636,341.38 | 115,055,810.90 |

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

| DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS | |
|---|-----------------|
| INSTITUTION | AMOUNT |
| BPA Loan Imprest (BICLI) | \$113,124.85 |
| El. Lt. Imprest (BIELI) | (\$745.86) |
| Refund Acct. (BIRFD) | \$95,585.92 |
| Wells Fargo Bank | \$6,517,881.62 |
| Petty Cash | \$14,740.00 |
| US Bank (US) | \$5,237,398.65 |
| US Bank Payroll (USPAY) | \$1,741,599.66 |
| Wells Fargo Bank (WELLS) | \$692,216.59 |
| Key Bank | \$7,668.09 |
| TOTAL | \$14,419,469.52 |

| INVESTMENTS | | | | | | |
|------------------------|------------------|-----------------|----------------|-----------------|------------------|--|
| INVESTMENT TYPE | TIME TO MATURITY | | | | TOTAL | |
| | 1-30 DAYS | 31-90 DAYS | 91-180 DAYS | OVER 180 DAYS | | |
| Certificate of Deposit | 1,490,000.00 | 4,090,000.00 | 3,000,000.00 | 6,625,000.00 | \$15,205,000.00 | |
| U.S. Securities | - | - | - | 11,021,423.33 | \$11,021,423.33 | |
| Commercial Paper | 7,983,425.55 | 7,979,346.65 | - | - | \$15,962,772.20 | |
| Corporate Bonds | - | 5,793,430.19 | 1,000,000.00 | 51,653,715.66 | \$58,447,145.85 | |
| TOTAL | \$9,473,425.55 | \$17,862,776.84 | \$4,000,000.00 | \$69,300,138.99 | \$100,636,341.38 | |

GENERAL FUND BALANCE



| | | | | | | | |
|------------|------------|------------|------------|------------|------------|------------|-----------|
| Sep-10 | Sep-11 | Sep-12 | Sep-13 | Sep-14 | Sep-15 | Sep-16 | Sep-17 |
| 16,980,000 | 15,664,000 | 15,847,000 | 17,264,000 | 18,787,000 | 15,778,000 | 14,129,000 | 8,359,000 |

October 23, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, October 23, 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:

Councilmember Barbara Ehardt
Councilmember David M. Smith
Councilmember Ed Marohn
Councilmember Thomas Hally
Councilmember John B. Radford (arrived at 3:09 p.m.)

Absent:

Mayor Rebecca L. Noah Casper
Councilmember Michelle Ziel-Dingman

Also present:

Robert Wright, Library Director
Ryan Tew, Human Resources Director
Mindy Moore, Human Resources Analyst
Mark Hagedorn, Controller
Dana Briggs, Economic Development Coordinator
Brad Cramer, Community Development Services Director
Kerry Beutler, Community Development Services Assistant Director
Chris Fredericksen, Public Works Director
Jackie Flowers, Idaho Falls Power Director
Kerry Hammon, Public Information Officer
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Pro Tem Hally called the meeting to order at 3:01 p.m. with the following:

Calendar, Announcements and Reports:

October 26, Chamber of Commerce Advocacy Meeting
October 26, Flu shots
October 26, Halloween at the Library
October 26, City Council Meeting
October 26-28, Boo at the Zoo
October 28, Real Heroes' Trunk-or-Treat
October 30, Halloween at the Library
November 2, Chamber of Commerce Advocacy Meeting

Councilmember Hally stated discussion will need to occur at the November 6 Council Work Session regarding the acceptance and/or modifications to Jackson Hole Junction Urban Renewal District. He indicated the Urban Renewal Plan has passed eligibility and has been accepted by the Idaho Falls Redevelopment Agency as well as the Planning and Zoning Commission.

Councilmember Marohn had no items to report.

Councilmember Smith had no items to report.

Councilmember Ehardt had no items to report.

Library Resolution Discussion:

October 23, 2017 - Unapproved

Director Wright stated the resolution has been drafted per State Code and will help clarify the functions of the Library Board and the City. Mr. Fife stated the majority of the Library functions are independent of the City although some functions are overlapping. This resolution will allow the autonomy to be retained by the Library while showing the delegation of authority from the City relative to the Library and the Library Director. Mr. Fife stated this resolution will also allow the Mayor to approve contracts less than \$50,000, as similar to other City departments, if approved by the Library Board. Director Wright stated the resolution clarifies that the Library belongs to the City and the trustees only act as stewards. Mr. Fife stated the trustees have reviewed and approved the resolution. This item will be included on the October 26 Council Meeting agenda.

Proposed Changes to Vacation and Sick Leave Policies Discussion:

Councilmember Hally noted all Councilmembers were requested to submit comments and concerns to the Human Resources (HR) Department. He then turned the presentation to Director Tew and Ms. Moore with general discussion throughout. Director Tew stated HR presented four (4) alternative vacation proposals during the July budget session as he believes potential City employees were declining City employment due to the benefit package. He indicated Council requested modification to the sick leave policy as well. Director Tew stated there is considerable interest with the employees. He is anticipating to approve an updated policy before year end with the current Councilmembers.

Ms. Moore reviewed the current vacation policy and the proposed vacation policy stating a maximum of 240 hours (30 days) would be accrued. The current rollover is 184 hours (23 days) with a maximum cash payout of 368 hours. Councilmember Marohn believes vacation is for a use, it is not to be saved for a retirement account. He also believes there is an ability to attract new people to the City with an adequate vacation program. Brief discussion followed regarding extenuating circumstances of vacation accrual above the 240 hours.

Ms. Moore reviewed the proposed sick leave policy. She stated sickness in family and serious sickness in family has been combined into one (1) policy. The proposed sick leave policy would have a maximum accrual of 1040 hours total. Employees with five (5) or more years of service may choose to annually convert sick leave into a HRA Veba account, transfer hours to vacation hours, or cash out hours. A balance of at least 120 hours must be left in the employee's sick leave bank. Brief discussion followed regarding PERSI retirement. Ms. Moore stated 69 employees currently exceed the 1040 sick leave hours. These employees would have the option to be grandfathered with the old policy or convert to the new policy. Mr. Hagedorn stated a one-time payout would be excluded with PERSI.

Ms. Moore briefly reviewed comparisons of City of Idaho Falls benefits with other public entities. Mr. Hagedorn briefly reviewed historical payout of separated and retired employees for the previous five (5) years. He stated the sick leave cap and payout will allow future planning. He also reviewed the proposed annual sick leave payout (non-union) for the previous five (5) years. Mr. Hagedorn stated a contingency account has been established for retirement for the upcoming year. Director Tew believes current balances should be maintained and hours should not be taken away. He indicated Department Directors were in favor of the proposed policy. Following brief discussion, it was decided Council would prefer employee feedback prior to approving the proposed policy.

Community Development Grants Committee Report:

Ms. Briggs stated the Community Development Grants Committee has met on four (4) occasions during the previous months. These meetings included review of all applications for recommendations. Committee members consist of: Eric Leister, Bonnee Taggart, Ellie Hampton, Caroline (Buddy) Hall, Angie Lee, and Sunny Katseanes. Ms. Briggs reminded the Councilmembers the total funding cap amount was \$130,000, with a \$35,000 cap per applicant. She indicated a total of 19 applications were received with requested amount of \$275,618.26. Ms. Hampton reviewed the following for recommendation with brief explanation/discussion throughout:

| FY2017/18 Applicants | Amount Requested | Amount Recommended |
|--|------------------|--------------------|
| Community Food Basket | \$35,000.00 | \$12,000.00 |
| Idaho Falls Community Garden Association | \$8,200.00 | \$1,500.00 |
| Behavioral Health Crisis Center | \$7,000.00 | \$6,000.00 |

October 23, 2017 - Unapproved

| | | |
|--|--------------|--------------|
| Idaho Falls Historic Downtown Foundation | \$10,000.00 | - |
| The Eagle Rock Art Guild | \$2,350.00 | \$1,000.00 |
| Greater Idaho Falls Chamber of Commerce | \$15,000.00 | \$10,000.00 |
| Grand Teton Council | \$7,520.26 | \$1,300.00 |
| The Haven Shelter (on behalf of Eastern Idaho Community Action Partnership (EICAP))* | \$10,500.00 | - |
| Idaho Falls Area Humanitarian Center | \$8,500.00 | \$8,500.00 |
| The Center for HOPE | \$1,050.00 | \$1,050.00 |
| Idaho Falls Symphony Society, Inc. | \$10,000.00 | \$3,000.00 |
| Idaho Falls Arts Council | \$50,000.00 | \$23,000.00 |
| Idaho Falls Downtown Development Corporation | \$3,900.00 | \$3,900.00 |
| Museum of Idaho | \$50,000.00 | \$23,000.00 |
| National Federation of the Blind | \$20,100.00 | \$3,500.00 |
| Senior Citizens' Community Center | \$12,000.00 | \$12,000.00 |
| The Shepherd's Inn | \$8,498.00 | \$4,250.00 |
| Snake River Animal Shelter | \$10,000.00 | \$10,000.00 |
| The Art Museum of Eastern Idaho | \$6,000.00 | \$6,000.00 |
| Total | \$275,618.26 | \$130,000.00 |

*Mr. Leister stated the Bank of Idaho is in the process of updating several computers, therefore the Bank of Idaho donated the existing computers to The Haven.

Ms. Briggs expressed her appreciation to the committee members. The committee expressed their appreciation to Ms. Briggs for her assistance with the process. Members of the committee believe this was an educational experience and were in favor of remaining on the committee. Ms. Hampton recommended budget information from the applicants should be included with the grant applications. Brief discussion followed regarding the total funding cap. Members of the committee indicated requests would be difficult to fund if the total funding cap was less than the \$130,000. This item will be placed on the October 26 Council Meeting Consent Agenda.

Area of Impact (AOI) Discussion:

Director Cramer stated this is the final agreement language following several previous discussions. He reviewed the Planning and Zoning (P&Z) Commission recommended AOI map. He stated the map boundaries has minimal increase as Bonneville County wants to keep the years' worth of growth low. He indicated the proposed growth will allow approximately 26 years of growth for the City. He also stated extensive discussion has occurred regarding extension of City utilities outside of City boundaries.

Director Cramer stated the proposed agreement includes new sections to the agreement; new language related to the City of Idaho Falls; and, new language related to Bonneville County. He reviewed the following changes to the agreement with general discussion throughout:

Comprehensive Plan: Idaho Falls should make minor adjustments to its Comprehensive Plan map within the AOI to be more consistent with Bonneville County's Comprehensive Plan.

Zoning Ordinance: Bonneville County should amend its Zoning Ordinance, within the AOI, to be compatible with Idaho Falls Comprehensive Zoning Ordinance.

Subdivision Ordinance: Idaho Falls and Bonneville County Public Works Departments should review and compare City and County infrastructure standards and determine whether amendments are necessary to make the County standards compatible with City standards.

Development Agreements: Development agreements for properties requesting a utility service from the City of Idaho Falls should include language requiring the property to be annexed upon the property becoming contiguous to the City's corporate limits.

Annexations: City of Idaho Falls should adopt a written annexation policy as part of the area of City impact agreement.

Utility Extension: In its sole discretion, the City may offer to provide utilities to properties within the AOI. The cost to extend and connect shall be borne entirely by the applicant, developer, or recipient of the services unless otherwise agreed. Director Cramer believes there is no obligation for City buyout of electric services. Director Flowers stated State Statute indicates services are limited to City limits with a subsection provision regarding surplus capacity. She

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also stated the agreement with Rocky Mountain Power (RMP) also limits the service territory to City limits, and City policy states there is a customer request buyout of 50% of the cost. She indicated annexations can remain on RMP. Mr. Fife believes there is a practical reason to annex related to further development of RMP. He also believes there is a difference between provisions of utilities and annexation relative to governance. Brief general discussion followed. Director Cramer stated if a property is eligible to be annexed at the time the service is requested, it must be annexed before the service is given. He believes there are no advantages to the City extending utility services except for future annexations as different locations of annexations vary. Director Fredericksen believes conversation may need to occur with the Local Improvement District (LID) for annexations related to City services as well as water issues.

Existing Developments: When developments approved by Bonneville County are annexed into the City prior to completion of all phases, they may continue to develop remaining phases according to the standards established at the time of approval. If City utilities are requested, the City may require any necessary upgrades to utility infrastructure in order to meet City standards.

City Review: For any development which includes utilities that will be connected to the City, Bonneville County shall forward all improvement drawings, development agreements, and final plats to the City for review and comment on those items that will be connected to City utilities or maintained by the City. If the City comments and corrections regarding utility infrastructure and connections are not made and enforced by Bonneville County and infrastructure is not built and inspected to City approved standards, the City may reject acceptance of the improvements and not provide utility service. Director Fredericksen believes connections occur more smoothly where the City and Bonneville County have a good working relationship. He also believes contiguous properties with existing services should be annexed prior to extending service outside of City boundaries and the developer should pay for these costs, not the City residents. Councilmember Radford believes there is value in annexation.

Periodic Review: Bonneville County and the City P&Z Commissions should meet to review growth and development within the AOI, the City, and Bonneville County. If it is determined that minor changes are needed and jointly agreed to then a simple hearing schedule process may be used to make those changes.

There were no changes to *Administration and Enforcement; Renegotiation; Severability; and Effective Date.*

Director Cramer stated both P&Z Commissions have approved the proposed AOI agreement, the agreement will also require City and County approval. Mr. Fife believes an alignment of values has not previously occurred. Councilmember Hally prefers any annexations into City standards. Brief discussion followed regarding infill parcels. After additional discussion, there was consensus of the Council to proceed forward with the agreement.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Ehardt, to adjourn the meeting at 5:52 p.m.

CITY CLERK

MAYOR

October 26, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, October 26, 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 Thomas Hally
Councilmember John B. Radford
Councilmember David M. Smith

Also present:

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

Pledge of Allegiance:

Mayor Casper invited Karsten Borg, an eighth-grade student at Sandcreek Middle School and Boy Scout Troop #110, 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.

Jon Wood, Wood Funeral Home, appeared. Mr. Wood indicated he submitted documentation to the Councilmembers regarding the fee changes at Rosehill and Fielding Memorial Cemeteries. He stated he also visited with Brent Martin, Parks and Recreation Superintendent, and Scott Davis, Cemetery Sexton, which whom he was very impressed. Mr. Wood stated he was in error in his documentation. He reviewed cemetery fees, including the additional charge of \$300 for a Saturday burial plus the \$500 opening and closing fee as well as an additional \$300 late fee, for those working past 4:30 p.m. Mr. Wood believes the general population operates 8:00-5:00, therefore the late fee was concerning. He also expressed his concern for a new 72-hour fee, in the amount of \$300. He stated he is against the Saturday fees, as Saturday is a typical working day for funeral homes and cemeteries. Mr. Wood stated Mr. Martin indicated he would lower the 72 hours to 48 hours, in which Mr. Wood would be in favor of.

Brian Wood, Wood Funeral Home, appeared. Mr. Wood believes some of the cemetery fees are unclear per the documentation received from the Parks and Recreation Department. He indicated the 72-hour notice was due to staffing and safety concerns although he questioned the validity of the 72-hour notice. Mr. Wood believes the 72-hour notice has been difficult for the general public to accept as he believes the City is stating when funerals can and cannot occur.

Consent Agenda:

Office of the Mayor requested approval of Economic Development – Community Development Grant Awards, and official Proclamations from the preceding month.

Public Works requested approval of Bid Award – 65th South Pump Station to Well 18 Water Line.

Municipal Services requested approval of Bid IF-17-22, Parks Wayfinding; Bid IF-17-23, Line Clearance Project; and, Bid IF-18-D, Airport Security System.

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Idaho Falls Public Library requested approval of the Library Resolution.

The City Clerk requested approval of Expenditure Summary for the month of September, 2017; minutes from the September 28, 2017 Idaho Falls Power Board Meeting; October 2, 2017 Special Meeting; October 10, 2017 Council Work Session; October 12, 2017 Idaho Falls Power Board Meeting; and October 12, 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, Hally. Nay – none. Motion carried.

Regular Agenda:

Community Development Services

Subject: RSC-1 Site Plan Approval and Reasoned Statement of Relevant Criteria and Standards for Dutch Brothers Coffee, Lot 1, Block 1, Candy Cottage Addition

For consideration is the application for RSC-1 Site Plan Approval and Reasoned Statement of Relevant Criteria and Standards for Dutch Brothers Coffee, Lot 1, Block 1, Candy Cottage Addition. The Planning and Zoning Commission considered this application at its October 3, 2017 meeting and recommended approval by unanimous vote with conditions that the site plan show a 50 foot setback, a pedestrian connection be added from the sidewalk to the building, and that north access to Bonita be labeled as one-way traffic. The required adjustments have been made. Staff recommends approval of the application.

Councilmember Dingman stated this parcel is approximately ½ acre and was rezoned in 2004.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Site Plan for Dutch Brothers Coffee, Lot 1, Block 1, Candy Cottage Addition. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Site Plan for Dutch Brothers Coffee, Lot 1, Block 1, Candy Cottage Addition, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

Parks and Recreation

Subject: South Fork Archers Lease Agreement

For consideration is a Lease Agreement renewal between the City of Idaho Falls and South Fork Archers for the purposes of leasing property for archery range usage from October 1, 2017 through September 30, 2022.

Parks and Recreation Director Greg Weitzel stated the major difference of the renewal agreement is the removal of a section of land on the west side of the property. He indicated the property was envisioned for future development although any future development will not occur until funding becomes available. At that time, any site plan will be submitted per normal City procedures. Mr. Fife stated the exhibit area is described in paragraph 1 of the agreement.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the South Fork Archers lease agreement renewal, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

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Mayor Casper stated several Department Directors have met with the South Fork Archers leadership regarding long-term land uses. She believes the goal is to meet the needs of Idaho Falls citizens.

Subject: Woodbury Special Warranty Deed and Memorandum of Understanding

For consideration is a Memorandum of Understanding and Special Warranty Deed to accept the donation of a parcel of property as well as to agree to design, develop and construct a public restroom on said property in aesthetic similarity to the adjacent hotel.

Councilmember Radford stated materials were donated from the hotel. He also stated there is no use of taxpayer dollars due to the grant and the donation.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to approve the Memorandum of Understanding and Special Warranty Deed, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Public Works

Subject: Easement Vacation Request – Portion of Dedicated Easement located Southeast of Broadway/Old Butte Road Intersection

Liberty Homes is requesting the vacation of a portion of a dedicated public utility easement, Instrument No. 1309254. They have built upon a portion of the easement and have agreed to provide additional easement as requested by review utilities. Utilities have no objection to the request as long as the additional easement is provided.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to give authorization for City Attorney to prepare documents needed to accomplish the vacation. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

Subject: Minor Change Order No. 1 – 7th Street Water Line Replacement from South Boulevard to Holmes Avenue

For consideration is Change Order No. 1 to the 7th Street Water Line Replacement from South Boulevard to Holmes Avenue project. During construction the existing base material beneath the existing pavement was deemed inadequate and needed to be replaced. In addition, unsuitable building material was encountered throughout the project that required removal and replacement of these materials as well. The total cost to the City for this additional work is \$207,476.50 which will be apportioned between the Street and Water Divisions.

Councilmember Ehardt stated this amount will be allocated from the previous year budget.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve Change Order No. 1 to the 7th Street Water Line Replacement from South Boulevard to Holmes Avenue project, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

Idaho Falls Power

Subject: Acceptance of Qualified Bidders for 15th Street Substation Rebuild and Invitation to Bid

At the August 24 City Council meeting, Council authorized staff to prequalify potential bidders for general contractor work associated with upgrades to the 15th Street Substation. Ten potential bidders responded to our

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advertised solicitation. The responses have been reviewed by our engineer, MPE Consulting, with five being deemed qualified and allowed to move forward.

It was moved by Councilmember Smith, seconded by Councilmember Hally, to approve prequalification of Cache Valley Electric, Caribou Construction, Anderson & Wood Construction, Probst Electric, and Wheeler Electric and authorize the bid package to be mailed to these contractors for competitive bidding. Roll call as follows: Aye – Councilmembers Ehardt, Radford, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Subject: Approve Battelle Energy Alliance (BEA) LLC Utility Update Agreement

This agreement is for the conversion of their facilities to a negotiated rate due to the triggering of the new large single load rate with the construction of the C3 and Cybercore buildings. This agreement outlines the work required to convert their facilities to the new rate along with interconnection of the two new buildings, C3 and Cybercore.

Councilmember Smith stated the negotiated rate is part of the economic development tools within the City. Councilmember Radford concurred. He believes this is the cost of doing business. He commended Idaho Falls Power Director Jackie Flowers and the Idaho Falls Power staff.

It was moved by Councilmember Smith, seconded by Councilmember Hally, to approve the agreement with Battelle Energy Alliance (BEA) LLC, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

Subject: Approve License Agreement for Access with Verizon Wireless

Idaho 6 - Clark Limited Partnership dba Verizon Wireless has requested permission to use property owned and maintained by Idaho Falls Power as access to adjacent property they lease. Their leasehold property includes a cellular tower, for which placement was approved by Bonneville County.

It was moved by Councilmember Smith, seconded by Councilmember Hally, to approve the License Agreement for Access with Idaho 6 – Clark Limited Partnership dba Verizon Wireless, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Legal

Subject: Public Hearing - Proposed Fee Increase to Ambulance Fees and Charges

This proposed fee increase and notification of hearing was advertised October 15 and October 22 as required by Idaho Code. This Resolution will amend and update ambulance fees and charges. The proposed changes are necessary to address the increased cost of providing ambulance service.

Mayor Casper opened the public hearing and ordered all information presented be entered into the record.

Idaho Falls Fire Department Division Chief Jeff Parsons appeared. He stated the proposed fees were advertised incorrectly as the 2015 fees. This change is required to reflect the fees approved for the FY2017/2018 budget year. Councilmember Marohn clarified ambulance fees were increased 5%, including the mileage. He confirmed the error in posting the fees.

Mayor Casper requested any public comment. There being no public comment, Mayor Casper closed the public hearing.

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It was moved by Councilmember Ehardt, seconded by Councilmember Radford, to adopt the resolution to add and update the noticed fees into the City's fee schedule. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

There being no further business, the meeting adjourned at 8:07 p.m.

CITY CLERK

MAYOR

REGULAR AGENDA:



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: November 6, 2017

RE: Environmental Systems Research Institute (ESRI) Small Enterprise Agreement for
Geographic Information Systems (GIS)

Attached for your consideration is a Small Enterprise Agreement with ESRI for GIS software and services. The agreement is for three (3) years and consists of an annual cost to the City of \$51,000.00. The cost of the agreement will be shared by Public Works GIS (73.6%), Idaho Falls Power (16.00%) and Community Development Services (10.4%).

This agreement will provide GIS software licensing and services to serve GIS needs of the City and has been reviewed by the City Attorney.

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



Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____

**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager, ArcGIS Data
Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
(Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
Workflow Manager

Enterprise optional servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Engine Geodatabase Update,
ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) annual Professional subscription to ArcGIS
Developer*
Two (2) Esri CityEngine Advanced Single Use Licenses
250 Level 1 ArcGIS Online Named Users
250 Level 2 ArcGIS Online Named Users
37,500 ArcGIS Online Service Credits
250 Level 1 ArcGIS Enterprise Named Users
250 Level 2 ArcGIS Enterprise Named Users
5 Insights for ArcGIS

OTHER BENEFITS

| | |
|---|-----------------|
| Number of Esri User Conference registrations provided annually | 4 |
| Number of Tier 1 Help Desk individuals authorized to call Esri | 4 |
| Maximum number of sets of backup media, if requested** | 2 |
| Self-Paced e-Learning | Uncapped |
| Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.) | |

* Maintenance is not provided for these items

** Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: Derek Bates

Telephone: 208-612-8302

Address: 380 Constitution Way

Fax: 208-612-8570

City, State, Postal Code: Idaho Falls, ID 83405

E-mail: dbates@idahofallsidaho.gov

Country: United States of America

Quotation Number (if applicable): 20517292

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri license agreement that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support. Customer will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed during the Term of Agreement, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.*
Quote is valid from: 10/20/2017 To: 01/18/2018

Quotation # 20517292

Date: October 20, 2017

Customer # 14371 Contract #

City of Idaho Falls
Public Works Dept
380 Constitution Way
Idaho Falls, ID 83402-3539

ATTENTION: Derek Bates
PHONE: 208-612-8302
FAX: 208-612-8570

| Material | Qty | Description | Unit Price | Total |
|----------|-----|---|---|-------------|
| 110037 | 1 | Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement | 50,000.00 | 50,000.00 |
| 115573 | 1 | ArcPad Populations of 50,001 to 100,000 Small Government Enterprise License Agreement | 1,000.00 | 1,000.00 |
| | | | Item Total: | 51,000.00 |
| | | | Subtotal: | 51,000.00 |
| | | | Sales Tax: | 0.00 |
| | | | Estimated Shipping & Handling(2 Day Delivery) : | 0.00 |
| | | | Contract Pricing Adjust: | 0.00 |
| | | | Total: | \$51,000.00 |

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

| Material | Qty | Description | Unit Price | Total |
|----------|-----|---|------------|-----------|
| 110037 | 1 | Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement | 50,000.00 | 50,000.00 |
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Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Heather Glock

Email: hglock@esri.com

Phone: 909-793-2853 x8948

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076



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380 Constitution Way
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ATTENTION: Derek Bates
PHONE: 208-612-8302
FAX: 208-612-8570

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Heather Glock

Email: hglock@esri.com

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If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Kerry Beutler, Assistant Planning Director

DATE: November 1, 2017

RE: Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 91.09 Ac., Sec. 25&36, T3N, R37E

Attached is the application for Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinances, and Reasoned Statement of Relevant Criteria and Standards, M&B: 91.09 Acres, Sections 25 & 36, T 3N, R 37E (NW Corner of N 5th West and E 65th North). The Planning and Zoning Commission considered this application at its October 3, 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, October 3, 2017

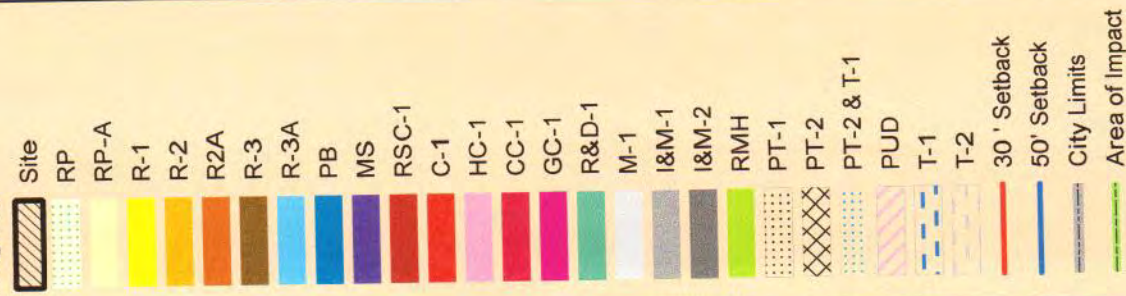
P&Z Minutes, October 3, 2017

Annexation Ordinance

Zoning Ordinance

Reasoned Statements of Relevant Criteria and Standards

Legend



IDAHO FALLS
















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

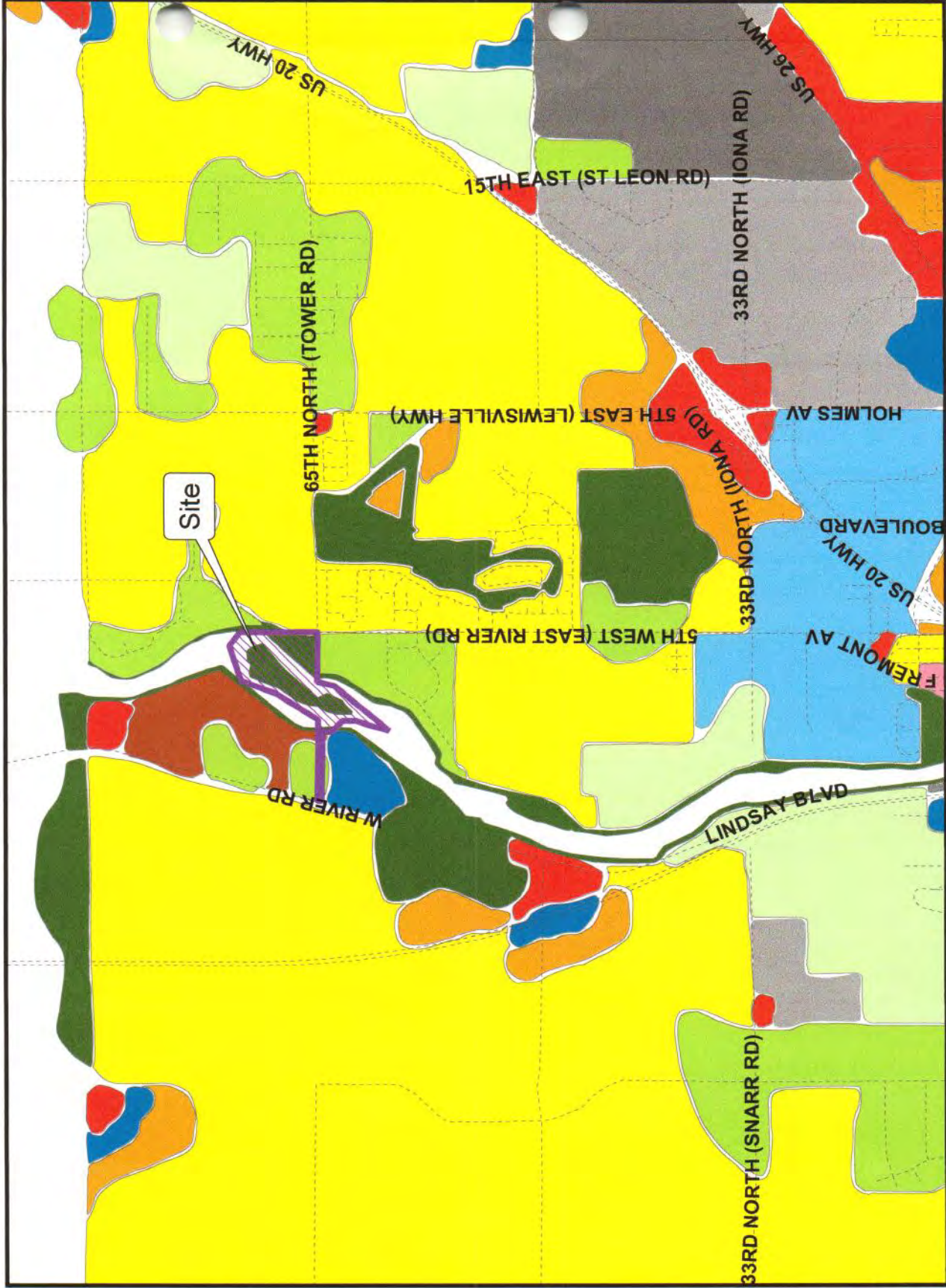


Annexation & Initial Zoning

M&B: Approx 91.0922 A SE1/4, S1/2, Sec 25, T 3N, R 37E & portion N1/2 Sec 36, 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 R-1
M&B: 91.09 acres SE¼, S½, Sec. 25 & portion of N½ Sec. 36, T3N, R37E
October 3, 2017

IDAHO FALLS

Community
Development
Services

Applicant: Idaho Falls
Power

Location: Upper Power
Plant, Generally north and
south of W 65th N, west of N
5th W and east of N River
Road including areas of the
Snake River

Size: Approx. 91.09 acres

Existing Zoning:

Site: County
North: County A-1
South: County A-1/ RA-2
East: County A-1
West: County RA-1/ IM-1

Proposed Zoning:
R-1

Existing Land Uses:

Site: Utility (Power)
North: Ag and County
residential
South: County residential
East: County residential
West: Ag and industrial

Future Land Use Map:
Parks, Recreation

Attachments:

1. Maps
2. Aerial photos
3. Brian Edgerton Letter
4. Idaho Falls Power
Response Comments

Requested Action: To **recommend** to the Mayor and City Council approval of the annexation and initial zoning of R-1 for M&B: Approx. 91.09 Acres SE¼, S½, Section 25 and a portion of the N½ Section 36, T 3N, R 37E.

Staff Comments: The property is located just north of the current city limits. The parcels include an island within the Snake River, associated with Idaho Falls Power's Upper Power Plant facility, a parcel used as an access road on the west to N River Road, also owned by the City, and government property on the west managed by the BLM. Idaho Falls Power's intent for annexation is to have better control over the access to the Upper Power Plant.

Annexation: This is a Category "A" annexation. The parcel is contiguous with the City boundary at a corner along the east boundary and intersection of N 5th West and E 65 North. The southern portion of the island falls within the City's area of impact. Portions to the north, west, and east fall outside of the area of impact. Annexation where all landowners have consented may extend beyond the city area of impact provided that the land is contiguous to the city and the comprehensive plan includes the area of annexation. The City's Comprehensive Plan designates this area as Parks, Recreation.

Zoning: The proposed initial zoning is R-1. This is consistent with the comprehensive plan Parks, Recreation designation. City properties adjacent to other power facilities along the river are also zoned R-1.

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

R-1 RESIDENCE ZONE

(A) General Objectives and Characteristics.

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

(B) Use Requirements.

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

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

(C) Area Requirements.

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

(D) Width Requirements.

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

(E) Location of Buildings and Structures.

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

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

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

(F) Height Requirements.

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

(G) Size of Building.

No requirement.

(H) Lot Coverage.

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

(I) See Supplementary Regulations.

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

- (1) All lots upon which a single-family home attached dwelling is located shall have frontage upon and vehicular access to a dedicated street.
- (2) No single-family attached dwelling shall be located above another dwelling unit, either in whole or part.
- (3) Each single-family attached dwelling shall have at least one direct pedestrian access from the interior of the dwelling to the exterior boundaries of the lot and no pedestrian access may be held in common with another single-family dwelling unit.
- (4) No more than three (3) single-family dwellings may be attached together.
- (5) Except as noted below, a single-family attached dwelling shall have no facilities or property in common with another single-family attached dwelling and all dwellings shall be structurally and functionally independent from each other. All single-family attached dwellings shall have separate electrical service, water service lines and sanitary sewer service lines. Common facilities or property are allowed for the following:
 - (a) Common party walls constructed in accordance with the Uniform Building Code.
 - (b) Foundations supporting attached or party walls.
 - (c) Flashing at the termination of the roof covering any attached walls.
 - (d) Roofs.
 - (e) Vehicular access to a dedicated street from off-street parking facilities or garages.
- (6) No building permit shall be issued for the construction of a single-family attached dwelling unless a common facilities or party wall agreement for Declaration of Condominium has been filed with the Bonneville County Recorder's Office for each such dwelling which shares common facilities with another unit. Such agreement shall include a legal description of the lots sharing common facilities and shall allocate responsibility as between the owners of such lots for the use, maintenance, and ownership of all common facilities.
- (7) All single-family attached dwellings shall meet the dwelling unit separation requirements of the officially adopted and applicable building codes of Idaho Falls.
- (8) Any lots upon which a single-family attached dwelling is located need not comply with R 1 Residence Zone's Area Requirements and Width Requirements, provided such lot complies with R-1 Residence Zone Location of Buildings provisions and the side yard requirements of the R-1 Residence Zone's Special Provisions Regarding Single-Family Attached Dwellings.
- (9) The net density of single-family attached projects shall not exceed seven (7) units per acre. The area within public rights-of-way shall not be included in the calculations for net density.
- (10) When applications for single-family attached dwellings are submitted for conditional use review, a plat, site plan showing the location of proposed buildings, driveways, sidewalks, and other improvements, and preliminary elevations of the proposed buildings shall be submitted.
- (11) The side yard adjacent to detached single-family homes shall be fifteen feet (15').

September 22, 2017

Idaho Falls, Idaho

RECEIVED
SEP 22 2017
CITY OF IDAHO FALLS

SUBJECT: ANNEX 17-006, Submittal of Public Comments, Public Hearing of 10/3/2017

The attached comments are submitted for the public record in reference to the subject annexation hearing regarding the Upper Power Plant.

I respectfully request a written response to the attached questions. Also I do plan to attend the public meeting on 10/3/2017 and look forward to an informative presentation and discussion.

In the meantime, please don't hesitate to contact me prior to the hearing to discuss the comments herewith submitted.

Sincerely,



Brian Edgerton

6175 N 5th W,

Idaho Falls, Idaho 83401

edgertbg@gmail.com, 208.520.9434

ATTACHMENT: Edgerton Comments in reference to ANNEX 17-006 – Upper Power Plant Annexation Proposal

RECEIVED
SEP 22 2017
CITY OF IDAHO FALLS

PROJECT: ANNEX 17-006 Idaho Falls Upper Power Plant Proposed Annexation of Land

Adjacent Property Owner: Brian G. Edgerton, 6175 N 5th W, Idaho Falls, ID 83401 (208.520.9434)

Questions to Resolve:

1. Confirm the current property owner of record of the subject land parcel (a.k.a. "Upper Power Plant Island") is Idaho Falls Power.
2. Confirm that the Idaho Falls Upper Power Plant is currently located on an unannexed land parcel in Bonneville Co.
3. What is the organizational or financial driver for this proposed annexation?
4. Why is this annexation being proposed at this time?
5. Identify any and all developmental plans for this parcel of land by Idaho Falls Power.
6. Provide the detailed metes and bounds of this parcel with particular attention to riparian rights along the Snake River:
 - a. The LOCATION statement for the subject parcel of land as provided in the Notice of Public Hearing appears to be contrary to the Idaho riparian boundary definition for the Snake River. The Idaho Attorney General (1980) consistent with the U.S. Coast Guard determination, defines all of the Snake River as a navigable river Federal Court (227 US 229), State Court (29 Idaho 438). Therefore, in accordance with long established statute and common law, riparian land owners have title to the high water mark along the bank of the river course while the state retains ownership of the river bed. I suggest the Idaho Falls attorney review this point and revise LOCATION statement to remove "including areas of the Snake River".
 - b. If the boundary between two properties is a non-navigable stream, the property runs to the "thread" or center of the main current. Each property owner would control essentially half. O.C.G.A. § 44-8-2; Outlaw v. Outlaw, 225 Ga. 100, 165 S.E.2d 845 (1969).
7. Incidental Matter: Verizon installed a cell tower (December 2016) on the upper island in question. Define the agreement (lease, sale) for this tower and any implications with the regard to the proposed annexation.
 - a. In April Verizon installed a high intensity strobe light on this tower which significantly impacted the rural neighborhood throughout evening hours.
 - b. Verizon was challenged with this visually intrusive lighting and in late July this offending strobe light was removed, reverting to the previous red flashing lights.
8. Over the last 20+ years Idaho Falls Power has gradually increased night lighting around the upper dam and parking area creating an increasingly intrusive impact on the historically "dark skies" in the rural county. Furthermore, equipment operation with intermittent backup alarms has been recently observed as early as 3:30AM during weekdays on the upper island.
9. With regard to items #5, #7, and #8 above, clearly identify any future plans to expand development of the land parcel ("Upper Power Plant Island") proposed for annexation with particular attention to noise and night lighting impacts.
 - a. Define assurances that Idaho Falls as a governmental entity and in particular, Idaho Falls Power will do all in their power to implement noise and night lighting abatement practices consistent with historical use of the surrounding rural area and as a 'good neighbor' policy.

PROJECT: ANNX 17-006 Idaho Falls Upper Power Plant Proposed Annexation of Land

Adjacent Property Owner: Brian G. Edgerton, 6175 N 5th W, Idaho Falls, ID 83401 (208.520.9434)

Questions to Resolve:

1. Confirm the current property owner of record of the subject land parcel (a.k.a. "Upper Power Plant Island") is Idaho Falls Power.
2. Confirm that the Idaho Falls Upper Power Plant is currently located on an unannexed land parcel in Bonneville Co.
3. What is the organizational or financial driver for this proposed annexation?
None
4. Why is this annexation being proposed at this time?
This annexation is to provide the City better control over use of the access to Upper Power Plant.
5. Identify any and all developmental plans for this parcel of land by Idaho Falls Power.
None
6. Provide the detailed metes and bounds of this parcel with particular attention to riparian rights along the Snake River:
 - a. The LOCATION statement for the subject parcel of land as provided in the Notice of Public Hearing appears to be contrary to the Idaho riparian boundary definition for the Snake River. The Idaho Attorney General (1980) consistent with the U.S. Coast Guard determination, defines all of the Snake River as a navigable river Federal Court (227 US 229), State Court (29 Idaho 438). Therefore, in accordance with long established statute and common law, riparian land owners have title to the high water mark along the bank of the river course while the state retains ownership of the river bed. I suggest the Idaho Falls attorney review this point and revise LOCATION statement to remove "including areas of the Snake River".
 - b. If the boundary between two properties is a non-navigable stream, the property runs to the "thread" or center of the main current. Each property owner would control essentially half. O.C.G.A. § 44-8-2; Outlaw v. Outlaw, 225 Ga. 100, 165 S.E.2d 845 (1969).
7. Incidental Matter: Verizon installed a cell tower (December 2016) on the upper island in question. Define the agreement (lease, sale) for this tower and any implications with the regard to the proposed annexation.
The tower is on private land adjacent to the City parcel. The County is the permitting authority for siting of the tower. The City is currently negotiating a tower access agreement with Verizon off of the City's access road to the Upper Plant.
 - a. In April Verizon installed a high intensity strobe light on this tower which significantly impacted the rural neighborhood throughout evening hours.
 - b. Verizon was challenged with this visually intrusive lighting and in late July this offending strobe light was removed, reverting to the previous red flashing lights.
8. Over the last 20+ years Idaho Falls Power has gradually increased night lighting around the upper dam and parking area creating an increasingly intrusive impact on the historically "dark skies" in the rural county. Furthermore, equipment operation with intermittent backup alarms has been recently observed as early as 3:30AM during weekdays on the upper island.
Many of the improvements have been a result of directives from our permitting authority, FERC. The alarms are to warn anyone downstream of impending changes to water levels due to necessary gate operation. As such the horn must be operational at all hours. The Upper Plant is

licensed as a run-of-river facility and as such must operate the gates to maintain the flows, which can fluctuate at any hour of the day and is affected by upstream influences, e.g. increased releases from Palisades Reservoir. Lighting has been necessary to maintain security and allow visual for camera operation.

9. With regard to items #5, #7, and #8 above, clearly identify any future plans to expand development of the land parcel ("Upper Power Plant Island") proposed for annexation with particular attention to noise and night lighting impacts.

The island is included within the FERC boundary of the Upper Plant and has been designated for recreational uses. There are no plans in place to improve or otherwise light the island.

- a. Define assurances that Idaho Falls as a governmental entity and in particular, Idaho Falls Power will do all in their power to implement noise and night lighting abatement practices consistent with historical use of the surrounding rural area and as a 'good neighbor' policy.

Idaho Falls Power will work with surrounding property owners to insure that if lighting upgrades are ever required, that they serve both the needs for lighting and be sensitive to the interests of affected residents.

October 3, 2017

7:00 p.m.

Planning Department

Council Chambers

MEMBERS PRESENT: Commissioners, George Morrison, Arnold Cantu, George Swaney, Natalie Black, Joanne Denney, Lindsey Romankiw.

MEMBERS ABSENT: Brent Dixon, Darren Josephson, Margaret Wimborne, Gene Hicks, Julie Foster.

ALSO PRESENT: Planning Director, Brad Cramer, Assistant Planning Director, Kerry Beutler, Brian Stevens and interested citizens.

Public Hearings:

3. ANNX 17-006: ANNEXTION/INITIAL ZONING OF R-1. (Upper Power Plant) M&B
Approx. 91.09 Acres SE ¼, S 1/2, Section 25 and a portion of the N ½ Section 36, T 3 N, R
37 E. Beutler presented the staff report, a part of the record. Black asked if this area was disputed while doing the area of impact with the County. Beutler stated this area was discussed and determined to keep it where it was at, but this annex will extend past the area of impact line.

Morrison opened the public hearing.

Applicant: Jackie Flowers, General Manager, Idaho Falls Power. Flowers stated that the request is to annex lands that are owned by the City of Idaho Falls, or other governmental entities, under which the FERC jurisdictional boundary applies. Flowers stated that this is a cleanup of jurisdictional area and allows the Power Company better enforcement of rules and regulations relating to the FERC requirements and other City jurisdictional issues. Flowers stated that there have been instances that have come up that have called into question some of the vulnerability associated with the obligation to meet the FERC obligations, particularly with the dikes on the boundaries of the property. Flowers indicated that there are no plans to improve the property beyond its current use. Flowers stated that they did get an affidavit of legal interest from the BLM to support the annexation of their property in conjunction with this annexation.

Support/Opposition:

Brian Edgerton, 6175 North 5th West, Idaho Falls, Idaho. Edgerton submitted a letter prior to the meeting. Edgerton showed where his home and property is located near the proposed annexation. Edgerton stated that he is not opposed, only has some questions. Edgerton asked:

- (1) Is there any precedent in the future for unannexed islands within County to remain unannexed.

- (2) Can you annex property without the expressed consent of the owners.

- (3) Edgerton asked if they are planning on limiting access with a gate or any other device to the power plant off the River Road.

Edgerton encouraged the City Power to consider, if they are going to expand the night lighting, to use lights that direct down.

Cramer addressed the questions posed by Edgerton. Cramer stated that a County island can exist and remain in the County, however it can be annexed. Cramer stated that there are 3 types of

annexations Category A is when a property owner consents to annexation; Category B is implied consent such as the property having a City utility and thereby have essentially consented to annexation, or it meets criteria set out by the State. Cramer stated that Edgerton's home and the homes to the south are eligible for Category B annexation, with or without consent, as they are contiguous to the City and the way the statute works, however the City has not looked at annexing these properties as they do not have a City utility, but since they have been divided into parcels of five acres or less they are eligible. Cramer stated this annexation doesn't affect the properties at all. Cramer stated that if County properties are residential and less than 100 parcels and they are surrounded then it could move to a category A annexation and that is less intensive process to conduct the annexation.

Swaney stated that the only times the City has pursued the class A annexation for the surrounded properties is where those properties are receiving City utilities. Swaney stated that to his knowledge the City has not pursued annexation of residential property under the configuration that Edgerton's property presents.

Jackie Flowers, General Manager of Idaho Falls Power. Flowers stated that the current lights being used are an inefficient use of electricity as they do light the sky. Flowers stated that 2 years ago they transitioned to standard lighting being LED shining down, and they are in the process of converting City wide lighting. Flowers stated that they can look at putting in those types of lights at the upper plant. Flowers stated that the access from North River Road is owned by the City and is not designated as public right of way. Flowers stated that they allow public use at the facility and foot traffic on the island. Flowers stated that they will leave the island open to foot traffic, as long as there is not a problem with vandalism or damage, and if FERC will allow them to proceed with the open access. Flowers stated that there is a gate on the access that can restrict vehicle access to the parking area. Flowers stated that if they have projects going on they will close the area. Flowers stated that there is no change planned for access.

Edgerton asked about the public use of the parking area at all times of the night being disruptive.

Flowers stated that they do have cameras that are located at the power house and do get good quality video. Flowers stated that they coordinate a lot with City Police on other public facilities and they look forward to coordinating with them on a consistent level of service. Flowers added that if they need to look at implementing a curfew for access they would review that.

Morrison closed the public hearing.

Swaney stated that the Annexation is requested by Idaho Falls Power and is appropriate with the City Comprehensive Plan, and is consistent with the current annexation ordinances.

Swaney moved to recommend to the Mayor and City Council approval of the Annexation and Initial Zoning of R-1 for M&B: 91.09 Acres, SE ¼, S ½, Sec 25 and portion of N ½ sec 36, T3N, R37E, as presented, Black seconded the motion and it passed unanimously.

Respectfully Submitted

Beckie Thompson, Recorder

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 91.092 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 herein below 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 "Parks, Recreation"; 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 9th day of November, 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 90.09 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

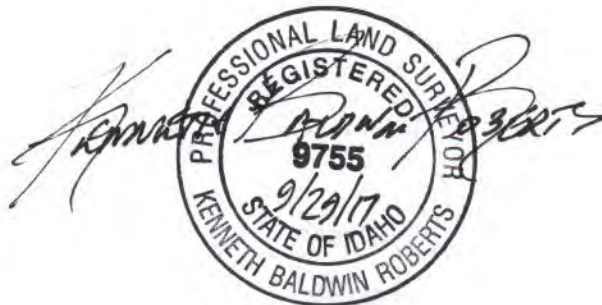
(SEAL)

EXHIBIT "A"

UPPER POWER PLANT ANNEXATION

A parcel of land lying in a portion of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 3 North, Range 37 East, and a portion of the North $\frac{1}{2}$ of Section 36, Township 2 North, Range 37 East, of the Boise Meridian, Bonneville County, Idaho described as follows:

Beginning at the Northeast Corner of said Section 36 also being the Southeast Corner of said Section 25 and running THENCE along the Section Line common to said Section 25 and 36 N89°25'40"W 960.62 feet to a Government Meander Corner; THENCE continuing along said Line S89°12'32"W 194.97 feet; THENCE S12°42'37"W 409.09 feet; THENCE S39°56'07"W 1664.27 feet; THENCE N15°41'41"E 488.59 feet; THENCE N20°27'05"E 330.79 feet; THENCE due North 301.89 feet ; THENCE N44°58'11"W 87.98 feet to the Southeast corner of a Quitclaim Deed recorded in the Office of the Recorder for Bonneville County as instrument number 633973; THENCE along the boundary line of said Quitclaim Deed for the following (5) courses N44°58'11"W 303.86 feet; THENCE N02°01'49"E 199.62 feet; THENCE S89°12'55"W 307.81 feet; THENCE N89°04'42"W 1309.05 feet; THENCE N00°03'02"E 100.01 feet to the Section Line common to said Sections 25 and 36; THENCE along said Section Line S89°04'42"E 1309.05 feet to the Quarter Corner common to said Sections 25 and 36; THENCE continuing along the said Section Line N89°12'56"E 599.91 feet; THENCE N32°17'31"E 1139.74 feet; THENCE N20°03'27"E 877.38 feet; THENCE N71°15'18"E 867.87 feet; THENCE S50°47'35"E 401.20 feet to the East Line of Section 25; THENCE along the said East Section line S00°02'28"E 1807.56 feet to the **POINT OF BEGINNING**, and containing 91.092 acres, more or less.



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 90.092 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is R-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Parks, Recreation"; 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 October 3, 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 November 9, 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 R-1 Zone.

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 9th day of November , 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 90.09 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

EXHIBIT "A"

UPPER POWER PLANT ANNEXATION

A parcel of land lying in a portion of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 3 North, Range 37 East, and a portion of the North $\frac{1}{2}$ of Section 36, Township 2 North, Range 37 East, of the Boise Meridian, Bonneville County, Idaho described as follows:

Beginning at the Northeast Corner of said Section 36 also being the Southeast Corner of said Section 25 and running THENCE along the Section Line common to said Section 25 and 36 N89°25'40"W 960.62 feet to a Government Meander Corner; THENCE continuing along said Line S89°12'32"W 194.97 feet; THENCE S12°42'37"W 409.09 feet; THENCE S39°56'07"W 1664.27 feet; THENCE N15°41'41"E 488.59 feet; THENCE N20°27'05"E 330.79 feet; THENCE due North 301.89 feet ; THENCE N44°58'11"W 87.98 feet to the Southeast corner of a Quitclaim Deed recorded in the Office of the Recorder for Bonneville County as instrument number 633973; THENCE along the boundary line of said Quitclaim Deed for the following (5) courses N44°58'11"W 303.86 feet; THENCE N02°01'49"E 199.62 feet; THENCE S89°12'55"W 307.81 feet; THENCE N89°04'42"W 1309.05 feet; THENCE N00°03'02"E 100.01 feet to the Section Line common to said Sections 25 and 36; THENCE along said Section Line S89°04'42"E 1309.05 feet to the Quarter Corner common to said Sections 25 and 36; THENCE continuing along the said Section Line N89°12'56"E 599.91 feet; THENCE N32°17'31"E 1139.74 feet; THENCE N20°03'27"E 877.38 feet; THENCE N71°15'18"E 867.87 feet; THENCE S50°47'35"E 401.20 feet to the East Line of Section 25; THENCE along the said East Section line S00°02'28"E 1807.56 feet to the **POINT OF BEGINNING**, and containing 91.092 acres, more or less.



REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

**APPROVAL OF THE ANNEXATION WITH THE R-1 ZONE LOCATED M&B:
APPROX. 91.092 ACRES SE¼, S½, SECTION 25 AND A PORTION OF THE N½
SECTION 36, T 3N, R 37E FOR IDAHO FALLS POWER.**

WHEREAS, the applicant filed an application for annexation on August 25, 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on October 3, 2017; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on November 9, 2017; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximate 91.09 acres located generally north and south of W 65th N, west of N 5th W and east of N River Road including areas of the Snake River
3. Surrounding properties are zoned county: agriculture, residential, industrial and manufacturing.
4. The Comprehensive Plan designates this area as parks and recreation.
5. The application is a Category "A" annexation.
6. The proposed Annexation complies with the purposes set forth within the Zoning Ordinance of the City of Idaho Falls.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS 9th DAY OF November, 2017

Rebecca Casper - Mayor

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF R-1 OF PROPERTY LOCATED GENERALLY NORTH AND SOUTH OF W 65TH N, WEST OF N 5TH W AND EAST OF N RIVER ROAD INCLUDING AREAS OF THE SNAKE RIVER

WHEREAS, the applicant filed an application for annexation and initial zoning of R-1 on August 25, 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on October 3, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on November 9, 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 91.092 acre parcel located generally north and south of W 65th N, west of N 5th W and east of N River Road including areas of the Snake River.
3. The Comprehensive Plan designates this area as Parks, Recreation.
4. The proposed R-1 Zone is consistent with the principles and policies of Comprehensive Plan designation.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of R-1 for the aforementioned 91.092 acre parcel located generally north and south of W 65th N, west of N 5th W and east of N River Road including areas of the Snake River.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS 9th DAY OF November, 2017

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Kerry Beutler, Assistant Planning Director

DATE: November 6, 2017

RE: Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project

Attached is the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project. The Council adopted a resolution on July 13, 2017 determining that the area is eligible for an urban renewal project. The Idaho Falls Redevelopment Renewal Agency reviewed the Urban Renewal Plan at its September meeting. Two options were submitted to the Agency for review one with a narrower scope of improvements and one with a broader scope. The narrower scope only included rock removal only and a project cost of \$1.75 million. The broader scope of projects was closer to \$5 million and included the construction of utilities and roadways. The Agency approved a broader scope, but limited the cap and time limit associated with that scope. Attachment 5.1 of the Urban Renewal Plan (attached) details a summary of projects.

At their September 21, 2017 meeting the Board of Commissioners of the Idaho Falls Redevelopment Renewal Agency approved the plan with a \$4 million cap and a 13-year time limit by a vote of 5-2. The Planning and Zoning Commission considered the plan at its October 3, 2017 meeting and found it to be in conformance with the City's Comprehensive Plan. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

- Aerial Photo
- Givens Pursley Letter
- Urban Renewal Agency Resolution and Minutes, September 21, 2017
- Comments from Lee Radford
- P&Z Resolution, Memo and Minutes, October 3, 2017
- Urban Renewal Plan
- Jackson Hole Junction Plan Ordinance
- Jackson Hole Junction Plan Ordinance Summary
- Public Hearing Notices



Jackson Hole Junction



GIVENS PURSLEY LLP

Attorneys and Counselors at Law

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William C. Cole
Michael C. Creamer
Amber N. Dina
Bradley J. Dixon
Thomas E. Dvorak
Jeffrey C. Fereday
Martin C. Hendrickson
Brian J. Holleran
Kersti H. Kennedy

Neal A. Koskella
Debra K. Kristensen
Michael P. Lawrence
Franklin G. Lee
David R. Lombardi
Kimberly D. Maloney
Kenneth R. McClure
Kelly Greene McConnell
Alex P. McLaughlin
Melodie A. McQuade
Christopher H. Meyer
L. Edward Miller
Patrick J. Miller
Judson B. Montgomery
Emily G. Mueller
Deborah E. Nelson

W. Hugh O'Riordan, LL.M.
Randall A. Peterman
Jack W. Relf
Michael O. Roe
Jamie Caplan Smith
P. Mark Thompson
Jeffrey A. Warr
Robert B. White

Kenneth L. Pursley (1940-2015)
James A. McClure (1924-2011)
Raymond D. Givens (1917-2008)

November 2, 2017

Via email to kbeutler@idahofallsidaho.gov
City of Idaho Falls Mayor and City Council
308 Constitution Way
Idaho Falls, ID 83402

RE: Jackson Hole Junction Urban Renewal Plan

Dear Mayor and City Council Members:

On behalf of our client, Jackson Hole Junction, LLC (JHJ), we provide these comments in support of the Jackson Hole Junction Urban Renewal Plan (JHJ Plan) approved by the Idaho Falls Redevelopment Agency (IFRA) and recommended by the Idaho Falls Planning and Zoning Commission (Planning Commission).

JHJ Project Overview

JHJ is proposing a new commercial center on a 45-acre site at I-15 and Sunnyside. The development will include hotels, dining, professional offices and retail. JHJ has interest from national tenants that are not currently in the area, bringing new employment as well as new shopping and entertainment opportunities to the community.

This location is an important gateway area for the City of Idaho Falls. Sunnyside Road is the new state designated route to Jackson Hole, which attracts over three million people a year through this corridor. The expanded roads and utilities JHJ would construct if the JHJ Plan is approved will connect this gateway to and through the southern part of the city, including to the proposed auditorium and events center.

The City of Idaho Falls Comprehensive Plan calls for enhanced landscaping along entryways to the City and specifically designates this entryway—on the east side of I-15 at Sunnyside Road—for a new regional shopping and employment center. (See Comprehensive Plan pages 10, 68.) The Jackson Hole Junction development will provide significant perimeter landscaping and a thriving commercial center at this location, which will entice people to visit, live and invest in Idaho Falls.

Site Eligibility

Despite the importance of this southern gateway area, it has remained underdeveloped with stagnant growth due to fragmented land ownership and inadequate roads and utilities. At considerable effort and cost, JHJ has assembled the land ownership, but the properties are underserved by public infrastructure.

To consider whether a new urban renewal district could help address these deficiencies, IFRA hired Kushlan Associates to analyze the site's eligibility under urban renewal law. State law prescribes fourteen conditions for determining eligibility for a new urban renewal district; the presence of just one of these conditions makes a site eligible under the law. Kushlan Associates' May 2017 Eligibility Report found that 12 of the 14 conditions exist at the Jackson Hole Junction site. These conditions include deteriorated and obsolete structures; outmoded and unconnected street patterns; faulty lot layout and defective conditions of title; unsafe and unsanitary conditions due to lack of sidewalks, lighting, storm drainage, sewer, water and fire protection; and volcanic rock that inhibits installation of streets and utilities.

IFRA approved the Eligibility Report on June 15, 2017. The City Council approved the Eligibility Report on June 20, 2017.

JHJ Urban Renewal Plan

Following the determination of eligibility, IFRA directed that an urban renewal plan be prepared. IFRA considered two different plan scopes – basalt remediation only and a broader scope with street and utility improvements that would serve a larger area.

JHJ identified over \$10 million in improvements that would be eligible under state law. After discussions with the IFRA subcommittee, JHJ ultimately agreed to cover over \$5 million of these eligible costs, including land acquisition, site grading and foundations, but requested the plan scope include \$4.9 million of improvements including a new traffic signal at Commercial Drive and Sunnyside, widening Commercial Drive to 5 lanes; improving Pioneer Road; installing main sewer and water trunk lines and new backbone power lines in Commercial Drive and Pioneer Road, all with capacity to serve the larger area. JHJ explained to IFRA that the basalt-only scope was not feasible for the commercial development to proceed at this time given the high costs of land assembly, expanded infrastructure to serve a larger area, rising costs of construction, and the demands of national tenants for pricing consistent with shovel-ready sites.

After consideration of both options, on September 21, 2017, IFRA approved the broader plan scope but capped the eligible expenditures at \$4M and imposed a reduced 13-year term. (All prior urban renewal plans in Idaho Falls have had the full 20-years allowed by state law.) The approved JHJ Plan was presented to the Planning Commission, and on October 3, 2017 the Planning Commission found the JHJ Plan is consistent with the general plan for development of the City as a whole and recommended approval to the City Council.

The cap on expenditures and term in the JHJ Plan shifts more expense and risk onto JHJ for development of the project and the required public infrastructure. JHJ remains willing to proceed and

requests the City Council to approve the JHJ Plan approved by IFRA and recommended by the Planning Commission.

Community Benefits

Improvements to the transportation network and utilities will enable private investment in this stagnating area and open up future development to the north and surrounding properties. Private investment and new employment opportunities inside the district, along with improved access to roads and backbone utilities, will increase demand for new construction of homes and businesses outside the district, creating additional job growth and an increased tax base.

The new urban renewal district will have no negative impact on schools because supplemental school levies are excluded by state law. Formation of the new district will immediately increase the tax base due to removal of the agricultural exemption on many of the parcels. During build out of the Jackson Hole Junction project, tax revenues will be bolstered by new growth opportunities outside the district and by the expiration of two other urban renewal districts in the City. Upon full build out of the Jackson Hole Junction project, significantly increased tax revenues resulting from the private investment of an estimated \$110 million in this site will benefit all taxing districts.

The broader scope of improvements in the JHJ Plan approved by IFRA is critical, not just because it makes the project feasible, but also because of the limitations in state law. Given legislative changes to urban renewal law in 2016 that require the tax base to reset with any amendments, all desired public improvements must be included in the plan from the outset.

Urban renewal provides a necessary tool to address deficiencies in this underdeveloped but important location. Coupled with the interest of a private developer willing to invest substantial money into this site, urban renewal's tax increment financing provides a unique opportunity to comprehensively design and build the backbone for needed utilities and streets that will serve and connect this entire area.

JHJ is excited to develop a regional shopping and employment center at this location, along with the supporting public infrastructure, and asks the City Council to approve the JHJ Plan approved by IFRA and recommended by the Planning Commission.

Sincerely,



Deborah Nelson
Givens Pursley LLP

cc: City Attorney
IFRA Attorney

RESOLUTION NO. 2017-28

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE IDAHO FALLS REDEVELOPMENT AGENCY OF IDAHO FALLS, IDAHO, RECOMMENDING AND ADOPTING THE URBAN RENEWAL PLAN FOR THE JACKSON HOLE JUNCTION URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIRMAN OR ADMINISTRATOR AND THE SECRETARY OF THE AGENCY TO TAKE APPROPRIATE ACTION; AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

THIS RESOLUTION, made on the date hereinafter set forth by the Idaho Falls Redevelopment Agency of Idaho Falls, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, as amended and supplemented (the "Law") and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (the "Act");

WHEREAS, the City Council (the "City Council") of the city of Idaho Falls, Idaho (the "City"), on December 22, 1988, after notice duly published, conducted a public hearing on the Lindsay Boulevard Urban Renewal Plan (the "Urban Renewal Plan");

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 1926 on December 23, 1988, approving the Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, on December 10, 1992, after notice duly published, conducted a public hearing on the Amended and Restated Urban Renewal Plan (the "Amended and Restated Urban Renewal Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2084 on December 10, 1992, approving the Amended and Restated Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, on November 14, 2002, after notice duly published, conducted a public hearing on the Second Amended and Restated Urban Renewal Plan (the "Second Amended and Restated Urban Renewal Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2467 on November 14, 2002, approving the Second Amended and Restated Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, on October 14, 2004, after notice duly published, conducted a public hearing on the River Commons Urban Renewal Plan (the "River Commons Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2256 on October 14, 2004, approving the River Commons Plan and making certain findings;

WHEREAS, the City Council, on October 14, 2006, after notice duly published, conducted a public hearing on the First Amendment to the Second Amended and Restated Lindsay Boulevard Urban Renewal Plan, concerning the Downtown Addition (the "Downtown Addition");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2685 on December 14, 2006, approving the Downtown Addition and making certain findings;

WHEREAS, the City Council, on December 13, 2007, after notice duly published conducted a public hearing on the Pancheri-Yellowstone Urban Renewal Plan (the "Pancheri-Yellowstone Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2731 on December 13, 2007, approving the Pancheri-Yellowstone Plan and making certain findings;

WHEREAS, the City Council, on December 11, 2014, after notice duly published conducted a public hearing on the Eagle Ridge Urban Renewal Plan (the "Eagle Ridge Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2978 on December 11, 2014, approving the Eagle Ridge Plan and making certain findings;

WHEREAS, the above referenced urban renewal plans and their project areas are collectively referred to as the Project Areas;

WHEREAS, pursuant to Idaho Code § 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code § 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, based on inquiries and information presented, the Agency commenced certain discussions concerning examination of an area as appropriate for an urban renewal project;

WHEREAS, in 2017, the Agency authorized Kushlan Associates, to commence an eligibility study and preparation of an eligibility report for an area generally bounded by I-15, Sunnyside Road and Pioneer Drive;

WHEREAS, the Agency obtained an eligibility report (the "Report"), which examined an area in the City in an area known as the Jackson Hole Junction Area for the purpose of determining whether such area was a deteriorating area or deteriorated area as defined by Idaho Code §§ 50-2018(9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code §§ 50-2018(9) and 50-2903(8), which define a deteriorating and a deteriorated area, many of the conditions necessary to be present in such an area are found in the Jackson Hole Junction Urban Renewal Project Area, *i.e.*,

- a. substantial number of deteriorated or deteriorating structures;
- b. age or obsolescence;
- c. predominance of defective or inadequate street layout;
- d. outmoded street patterns;
- e. need for correlation of area with other areas of a municipality by streets and modern traffic patterns;
- f. faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- g. unsanitary or unsafe conditions;
- h. deterioration of site and other improvements;
- i. defective and unusual conditions of title;
- j. any combination of such factors; and

WHEREAS, the Jackson Hole Junction Area is predominantly open land;

WHEREAS, under the Act a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality;

WHEREAS, Idaho Code §§ 50-2018(9), 50-2903(8) and 50-2008(d) list the additional conditions applicable to open land areas, which are the same or similar to the conditions set forth above;

WHEREAS, such additional conditions regarding open land areas are present and are found in the Jackson Hole Junction Urban Renewal Project Area;

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in its present condition or use;

WHEREAS, under the Law and Act, Idaho Code §§ 50-2018(9) and 50-2903(8)(f), the definition of a deteriorated or a deteriorating area shall not apply to any agricultural operation as defined in Idaho Code § 22-4502(1) absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Jackson Hole Junction site includes parcels subject to such consent;

WHEREAS, the Agency has obtained the necessary consents;

WHEREAS, the Agency Board, on June 15, 2017, adopted Resolution No. 2017-21 accepting the Report and authorized the Agency Chair to transmit the Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan for the Jackson Hole Junction Urban Renewal Project Area, which plan may include a revenue allocation area as allowed by the Act;

WHEREAS, the City Council, by Resolution No. 2017-19, dated July 13, 2017, declared the Jackson Hole Junction Urban Renewal Project Area described in the Report to be a deteriorated or deteriorating area as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended, that such area is appropriate for an urban renewal project and directed the Agency to commence preparation of an urban renewal plan for the area designated;

WHEREAS, the Agency has embarked on an urban renewal project referred to as the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project ("Jackson Hole Junction Plan") to redevelop a portion of the City, pursuant to the Law and the Act, as amended;

WHEREAS, the Jackson Hole Junction Plan proposes to create an urban renewal area commonly known as the Jackson Hole Junction Project Area, which area is shown on the Project Area and Revenue Allocation Boundary Map and described in the Description of the Project Area and Revenue Allocation Area, which are attached to the Jackson Hole Junction Plan as Attachments 1 and 2 respectively;

WHEREAS, in order to implement the provisions of the Act and the Law either the Agency may prepare a plan, or any person, public or private, may submit such plan to the Agency;

WHEREAS, the Agency has prepared the proposed Jackson Hole Junction Plan for the area previously designated as eligible for urban renewal planning;

WHEREAS, the Act authorizes the Agency to adopt revenue allocation financing provisions as part of an urban renewal plan;

WHEREAS, the Jackson Hole Junction Plan also contains provisions of revenue allocation financing as allowed by the Act;

WHEREAS, in order to implement the provisions of the Act, the Agency shall prepare and adopt the Jackson Hole Junction Plan and submit the Jackson Hole Junction Plan and recommendation for approval thereof to the City;

RESOLUTION NO. 2017-~~28~~-4

WHEREAS, as required by the Act, the Agency has reviewed the information within the Jackson Hole Junction Plan concerning the use of revenue allocation funds and approved such information and considered the Jackson Hole Junction Plan at its meeting on September 21, 2017;

WHEREAS, such Jackson Hole Junction Plan will be tendered to the Planning and Zoning Commission and to the City for their consideration and review as required by the Law and the Act;

WHEREAS, under the Act, the Jackson Hole Junction Plan shall include with specificity the following: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) a statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in Idaho Code § 50-2903(20); and (8) a description of the disposition or retention of any assets of the agency upon the termination date;

WHEREAS, it is necessary and in the best interests of the citizens of the City to recommend approval of the Jackson Hole Junction Plan and to adopt, as part of the Jackson Hole Junction Plan, revenue allocation financing provisions that will help finance urban renewal projects to be completed in accordance with the Jackson Hole Junction Plan in order to (1) encourage private development in the urban renewal area; (2) to prevent and arrest decay of the Jackson Hole Junction Area due to the inability of existing financing methods to provide needed public improvements; (3) to encourage taxing districts to cooperate in the allocation of future tax revenues arising in the Jackson Hole Junction Plan area in order to facilitate the long-term growth of their common tax base; (4) to encourage the long-term growth of their common tax base; (5) to encourage private investment within the city and (6) to further the public purposes of the Agency;

WHEREAS, the Board of Commissioners of the Agency finds that the equalized assessed valuation of the taxable property in the revenue allocation area described in Attachments 1 and 2 of the Jackson Hole Junction Plan is likely to increase as a result of initiation of urban renewal projects in accordance with the Jackson Hole Junction Plan;

WHEREAS, under the Law and Act, any such plan should provide for (1) a feasible method for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan should conform to the general plan of the municipality as a whole; (3) the urban renewal plan should give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of the children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan should afford

maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise;

WHEREAS, the base assessment roll of the Jackson Hole Junction Plan, together with the base assessment roll values of the existing Project Areas, cannot exceed ten percent (10%) of the current assessed values of all the taxable property in the City;

WHEREAS, Agency staff and consultants recommend the Board accept the Jackson Hole Junction Plan and forward it to the City Council;

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to formally adopt the Jackson Hole Junction Plan, as set forth in Exhibit 1 attached hereto, and to forward it to the Mayor and City, and recommend its adoption, subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE IDAHO FALLS REDEVELOPMENT AGENCY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

Section 1. That the above statements are true and correct.

Section 2. It is hereby found and determined that the Project Area as defined in the Jackson Hole Junction Plan is a deteriorated or a deteriorating area as defined in the Law and the Act and qualifies as an eligible urban renewal area under the Law.

Section 3. That the Agency specifically adopts the Jackson Hole Junction Plan along with any changes discussed at the September 21, 2017, Board meeting, including but not limited to confirmation of levy rates, impacted taxing districts, updated list of projects, and updated financial analysis to be prepared by Agency Consultant, Kushlan Associates.

Section 4. That the Agency recommends that the Jackson Hole Junction Plan, a copy of which is attached hereto as Exhibit 1, and incorporated herein by reference, be adopted by the City, including those sections, modifications, or text discussed at the September 21, 2017, Board meeting.

Section 5. That the Agency is in receipt of the required agricultural consents.

Section 6. That this Resolution constitutes the necessary action of the Agency under the Act, Idaho Code § 50-2905, recommending approval by the City and that the Jackson Hole Junction Plan includes with specificity the following: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) a statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for

the plan and the revenue allocation area as provided for in Idaho Code § 50-2903(20); and (8) a description of the disposition or retention of any assets of the agency upon the termination date.

Section 7. It is hereby found and determined that:

- (a) The Jackson Hole Junction Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the commercial, office and retail components of the Jackson Hole Junction Plan and the need for public improvements), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Jackson Hole Junction Plan.
- (b) The Jackson Hole Junction Plan affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation and redevelopment of the Project Area by private enterprises.
- (c) The Jackson Hole Junction Plan provides a feasible method for relocation of any displaced families residing within the Project Area.
- (d) The Project Area and revenue allocation area contain open land areas, that the Agency does not intend to acquire any open land, that the Project Area is planned to be redeveloped in a manner that will include non-residential uses and that the "open land" criteria set forth in the Law and Act have been met.
- (e) The portion of the Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns and the need for the correlation of this area with other areas of the City.
- (f) The base assessment roll of the Jackson Hole Junction Plan, together with the base assessment roll values of the existing Project Areas, do not exceed ten percent (10%) of the current assessed values of all the taxable property in the City.
- (g) The Jackson Hole Junction Plan includes a revenue allocation provision and the Agency has determined that the equalized assessed valuation of the revenue allocation area will likely increase as the result of the initiation of an urban renewal project.


Section 8. The Chair and the Secretary of the Agency are hereby authorized and directed to take all steps necessary and convenient to submit the proposed Jackson Hole Junction Plan for approval by the City, including but not limited to the preparation of the notice of public hearing on adoption of the revenue allocation financing provisions by the City and submittal of

the Jackson Hole Junction Plan to the various taxing entities as required by Idaho Code § 50-2906,

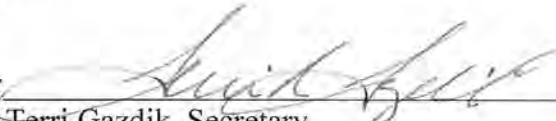
Section 9. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED By the Idaho Falls Redevelopment Agency of the city of Idaho Falls, Idaho, on September 21, 2017. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on September 21, 2017.

APPROVED:

By: 
Lee Radford, Chair

ATTEST:

By: 
Terri Gazdik, Secretary

4829-7874-5422, v. 1

The Basis for My Vote Against the Urban Renewal Plan for Jackson Hole Junction

By Lee Radford
Chair, Idaho Falls Redevelopment Agency

For many years, the Idaho Falls Redevelopment Agency (“Agency”) has been successful in working with developers and the City of Idaho Falls to use tax increment financing to attract new projects to used and distressed sites in the urban core of the City. Because the urban renewal tool has been narrowly focused on renewing “urban” areas, the Agency has been able to lead the way to revitalizing the central, but previously built-out, core of the City. The results of this effort speak for themselves, as the appearance and function of the urban core of the City has improved dramatically during the Agency’s life.

However, on September 21, 2017, the Agency voted to authorize up to \$4 million in tax increment financing for Jackson Hole Junction, a development located on the new Sunnyside exit of interstate highway I-15. While the majority of the Agency members approved this proposed plan, I voted against that authorization.

While I share the excitement of the other Agency members for a new real estate project in our community, I nevertheless believe that it is not an appropriate project for Agency assistance. Because I will not be available for the City Council’s work session on this project, it may be helpful for me to provide more detail in writing regarding why I believe this authorization for public funds for the project was not appropriate, and why I believe this step sets the Agency on a path that will harm its mission.

This is Development, Not Re-Development

For a market-based approach to city planning, it is important that City government follow the axiom that “development must pay for development.” That means that new development must pay for the new infrastructure needed to support that development. The new streets, sewer lines, water lines, electrical lines, and other infrastructure needed must be paid for by the developer who seeks to develop a new area.

This approach utilizes the free market to push developers to utilize locations close to existing infrastructure, which minimizes development costs. Under the market system, real estate developers

can then select the best sites with the lowest development costs. Generally, this market approach results in development in the optimal locations for the community.

But this approach sometimes fails when an area that has previously been developed is passed over by developers because the costs of clearing a previously developed area are higher than locating on empty agricultural land. When that happens, previously developed urban areas are left behind to deteriorate further, as new development locates further from the city center, on valuable agricultural land. The result is a need for more infrastructure, longer roads, longer sewer and water lines, and deteriorated neighborhoods. This extension of services can become a burden on the City and other governmental agencies, and result in higher tax rates.

The Idaho legislature has provided the tax increment financing tool to urban renewal agencies in Idaho to help to address this imbalance. Tax increment financing provides an incentive for developers to re-develop brownfield areas that have been blighted and left behind. The central purpose of these tools is to “renew” areas that have previously been developed, but are now distressed and deteriorated.

Essentially, the purpose of these tools is to “redevelop,” not “develop.” Use of the tool beyond this central purpose provides support for those who oppose tax increment financing for urban renewal. Because this tool has been so helpful to the City of Idaho Falls, it is prudent to keep its use within strict bounds. Keeping the tool within these strict bounds avoids further endangering the future viability of Idaho’s heavily challenged urban renewal tool, which already regularly confronts a vigorous and organized opposition.

The Proposed Location Is Not Urban or Blighted or Developed

The proposed development at Jackson Hole Junction is certainly a positive and worthy commercial real estate development. It is commendable that entrepreneurial developers would invest in the community in this way. It appears to meet a need for services at this key intersection of Sunnyside Road and I-15. It would appear to be a good addition to the Idaho Falls community, and would likely be successful in attracting businesses to locate there. It is easy to see why this location has attracted efforts at commercial development.

But the Jackson Hole Junction “urban renewal” plan asks that the Agency provide public money to the developer in order to build the road, sewer, water, and electrical infrastructure needed for this project. The location of the project at the new intersection of Sunnyside Road and I-15 contradicts that request. The land has previously been used for pasture and agriculture in a typical county pattern of small rural farms and houses associated with those farms. In no way is this area “urban,” nor can it be considered as previously “developed” beyond its historic use for rural farming.

There is no need to provide any further incentive to develop this prime freeway intersection location. The City and other governmental entities have previously provided extensive support to this location. Sunnyside Road has been expanded. A new bridge has been built nearby on Sunnyside Road over the Snake River. The freeway intersection was upgraded and improved. Through the work of government and investment of many tax dollars, this land has come to be located on a significant commercial crossroad.

Further evidence that this is not a distressed or “deteriorated” area is shown by a number of significant new developments on the parcels immediately surrounding this location. A number of real estate developers have previously built new developments surrounding this prime land. This includes five new state-of-the-art automotive dealerships: Smith Chevrolet, Smith Honda, Ron Sayer BMW, Teton Toyota, and Teton Volkswagen. The land immediately surrounding this area also includes a new convenience store, retail center, hotel, and bank.

This new commercial development around this area is shown in the aerial view provided in the proposed plan.



(Proposed Urban Renewal Plan, Attachment 1).

Each of these other developments were built in the areas immediately surrounding the proposed Jackson Hole Junction, but none asked for or received any tax increment financing to build the roads, sewer lines, water lines, and electrical lines needed to support their developments. Authorizing this plan leaves the question of why this parcel merits tax increment financing, when none of the surrounding parcels received such public assistance.

If authorized, this surrounding development raises two other questions. First, how will the developers of these previous new projects feel once they understand that this neighboring project received tax increment financing assistance, while their projects did not? Second, will those prior developers take any action to obtain public tax increment financing assistance for the costs they spent on roads, sewer lines, water lines, and electrical infrastructure, once they understand that these same costs were provided for the Jackson Hole Junction project? While such an after-the-fact request is likely not viable, these prior developers could not be faulted if they felt treated unfairly.

In light of these prior developments, it is not possible to characterize the land of Jackson Hole Junction as “deteriorated” or “urban” in comparison to other properties in our City.¹

This Development Provides No More Economic Development than Any Other Development

The developer of Jackson Hole Junction argues that the proposed project should be allowed because it would contribute to economic development. The developer correctly argues that economic development is a permissible purpose of tax increment financing under the urban renewal laws. The developer also correctly argues that the tax money provided for this subsidy is tax money that will be paid by the buildings on this development.

The flaw in this argument is that it fails to distinguish this location from any other real estate project. Every new real estate development provides economic development in the same way as this project. Every new house and every new business will add their new value to the property tax rolls, and pay taxes based on their value, in the same way as this development. Similarly, every new development contributes to the economy through the creation of jobs for construction, operations, and maintenance.

Every new home constructed in a new subdivision adds value to the property tax rolls, and adds jobs to the economy. But in spite of this, each homeowner is expected to pay their full property taxes, all of which go to the governmental entities providing services for that home. Through the price of each developed lot, each homeowner also pays its share of the costs of the new street and sewer and water and electricity infrastructure provided for that home.

There is no evidence that this particular development would provide any more economic development than any other development currently underway in Idaho Falls. And the urban renewal laws are not currently structured in a way that would allow any distinction between the economic development from this development as opposed to any other subdivision or real estate development in the community.

In other words, there is nothing to indicate that a dollar spent building this development would improve the economy any more than a dollar spent building any other home or business. And neither the

¹ Note that the Agency and the City have approved an eligibility report for the Jackson Hole Junction Area, which found that the area meets the criteria for “deteriorating” or “deteriorated” area under the definitions of those terms provided in Idaho Code §§ 50-2018(9) and 50-2903(8). These criteria provide a minimum threshold for the use of tax increment financing as part of an urban renewal plan.

But, as evidenced by this location, this minimum threshold can be easily satisfied, so much so that these criteria can be found to have been satisfied even at one of the most prime undeveloped land sites in the area. If nothing more than these criteria were needed, nearly every parcel of real property would qualify for urban renewal funds from taxpayer money. A standard at that low bar would undermine the free market principle that “development pays for development.”

The Agency has never considered the satisfaction of this minimum threshold to be sufficient to justify the application of tax increment financing. Instead, as a matter of policy, the Agency has limited its assistance to areas that were clearly previously developed in the urban core of the City. This more conservative approach ensures that the urban renewal tool is not over-used to pay for normal greenfield development.

This more cautious approach is similar to the approach to eminent domain. The Agency also meets the criteria to use eminent domain procedures to take land for urban renewal purposes. Nevertheless, in following prudent policy of avoiding government overreach, the Agency has never considered using those eminent domain powers. The granting of the power to take an action does not mean that the Agency should refrain from using the power in a more conservative manner in the interests of good government.

Agency nor the City has any criteria for determining why it should assist this economic development rather than any other new development project.

With no way to distinguish the economic impact of this development from the economic impact of any other commercial development, arguments regarding economic development fail to provide any basis for the approval of the Jackson Hole Junction urban renewal plan.

Subsidizing this Development Provides the Wrong Incentives

When used in distressed areas of a community, tax increment financing provides an incentive for developers to re-use and re-develop areas that have been left behind. Tax increment financing provides a boost to these distressed areas, so that they can compete with greenfield and undeveloped areas further from the core of the community. By re-using and maintaining older areas, the size and distance required for government services is lessened, saving taxpayer money.

However, if tax increment financing is used to subsidize a greenfield development on undeveloped land, it undermines the purpose of the urban renewal tool. If tax increment financing is used to subsidize greenfield development, it encourages the developers to continue to build on undeveloped greenfields, which are usually at a distance from the core of the public services. Such an approach acts as a disincentive to develop in the urban core of the community, because it subsidizes development away from that urban core.

This is a fundamental problem with Jackson Hole Junction plan. While it is a worthy private effort at development, using public funds to assist that development distracts from the incentives to encourage development on the used and distressed central areas of the City of Idaho Falls.

The prior urban renewal areas of the Redevelopment Agency have been in highly distressed areas of the City. Anyone who lived in the community before the initiation of the Agency in 1989 knows that the areas currently under urban renewal plans were heavily blighted. Since 1989, the Agency and the City have effectively used the tax increment finance tool to encourage development near the Snake River and at the core of the City. There can be little doubt that the tool has encouraged a redevelopment and renaissance of the center of Idaho Falls.

Subsidizing this greenfield development on a freeway intersection far from the city center undermines the distressed areas of the community that still need much attention. There are other areas at the core of the City that need to attract redevelopment and urban renewal. This includes the Northgate Mile, the commercial area of First Street, and the former creamery area north of Pancheri Drive. Beyond that, there are yet other potential areas that need urban renewal, including the area north of E Street downtown, the west side area near Happyville, or other areas alongside the rail tracks through the City.

If this developer had desired to locate in these areas, the tax increment finance tool could be used to its full extent to incentivize the revitalization those areas. But this developer did not select this location because it was at the urban core, or because it was blighted. This location was selected because it is prime bare commercial land located on a newly redeveloped freeway intersection.

Providing any subsidy to this development actually undermines urban renewal, because it entices hotels, restaurants, and other businesses to locate far from the urban core, rather than in the heart of the City.

Hotels and restaurants that may have considered locating in the urban core are instead subsidized to locate outside of the city center.

This plan also undermines urban renewal more broadly by signaling developers that they do not need to incur the expense of redeveloping brownfield parcels in order to get urban renewal money. Instead, this subsidy would give a precedent to developers that they can obtain tax increment money for any greenfield development at any prime commercial location.

That is a course that is directly contrary to the purpose of urban renewal, and would set the Agency on a path that would engender opposition from the groups who already feel that the urban renewal tool has been improperly used in that way at other locations.

This Area Has Already Developed Without Any Subsidy

A fundamental question for deciding whether to assist any development project is whether the area would develop without any subsidy from the Agency. If taxpayer money is not needed for a development, taxpayer money should certainly not be provided for the project.

In this case, the developer will represent that this subsidy is necessary for the development of this area. But the evidence undermines that contention, in two significant ways.

First, this developer announced this development long before ever approaching the Agency for assistance. That announcement did not contemplate any assistance for this development from the Agency. At that point in time, the developer apparently considered that the development was possible without any assistance from taxpayer funds.

Second, as shown in the aerial photo above, this area has already developed without any assistance from the Redevelopment Agency. As shown above, this development includes five new state-of-the-art automotive dealerships: Smith Chevrolet, Smith Honda, Ron Sayer BMW, Teton Toyota, and Teton Volkswagen. The area also includes a new convenience store, retail center, hotel, and bank. Not only is this area prime for future greenfield development, that type of development has already happened in a significant way.

In light of the extensive development at this prime location, there can be no dispute that this area will develop without any governmental assistance. All of these other developers were able to complete their developments in the same area without any subsidy from tax increment financing. And those developers were required to invest significant amounts for infrastructure. In light of these facts, there is no reason why this property cannot develop as the other surrounding properties already have done.

The Position of Bonneville County

The two taxing entities that are impacted the most by the loss of funds through tax increment financing by the Agency are the City of Idaho Falls and Bonneville County. Tax increment financing means that both of these entities forego property tax revenue needed to provide public services to the entire area, in an attempt to improve some areas in a way that will decrease property taxes in the long run.

Because of this impact on Bonneville County, for many years the Redevelopment Agency has tried to make decisions in close cooperation with the wishes of the elected Bonneville County Commissioners. Other communities in the State of Idaho have put the concept of tax increment financing in jeopardy by ignoring the wishes of elected County officials. The Redevelopment Agency has tried to avoid that by receiving the input of the County Commission.

For that reason, a meeting was scheduled and held regarding this Plan with all three members of the Bonneville County Commission. At that meeting, the Commission asked again that the Agency to follow two guiding principles. First, the Commission does not want the Agency to pay for what other developers normally pay for. Second, the Commission does not want the Agency to pay for what the City would normally pay for. The Commissioners communicated that the Agency should remove impediments to development, but should not pay for normal development costs.

The Jackson Hole Junction plan fails these County criteria. Most of the costs requested are simply costs for the construction of a road, sewer lines, water lines, and electricity infrastructure that any developer would be required to provide for this type of development. To the extent the City requires over-sizing of any of infrastructure for City needs or for the purposes of future developments, the City normally pays those costs.

County Commissioner Dave Radford voted in favor of the Jackson Hole Junction proposed plan, as passed by the Agency. However, my impression from the meeting with the County Commission was that his vote did not reflect the will of the majority of the County Commission, nor did it follow the guidelines the Commission requested.

For these reasons, I would strongly advise the City Council to hear from the entire County Commission before endorsing this plan. For many years, the Bonneville County Commission has been a key supporter of Agency projects that carefully utilize the urban renewal tool within proper limits. In light of the County's past support and cooperation with the Agency, there is no reason to create any unnecessary division between the City and the County on this issue.

Conclusion

The bottom line is that the Agency is supposed to be the Idaho Falls "Redevelopment" Agency, not the Idaho Falls "Development" Agency. The name the City gave to the Agency clearly spells out that the Agency's mission, which is to use its powers to "redevelop" areas that were previously developed but which are now distressed or outdated. This Agency is not sanctioned to assist with initial "development" of green field projects. And the Agency has no governing criteria to follow for the development of green fields.

Jackson Hole Junction is located on prime real property, on the new intersection of Sunnyside Road and I-15. This is new development on what is essentially bare farm ground. Based on my experience, the use of tax increment financing on this new development is contrary to the Redevelopment Agency's mission. Providing this subsidy for this project is not fiscally conservative. It would also significantly derail the historic efforts of the Agency to focus these tools on the blighted areas in the urban core of the City of Idaho Falls.

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,
APPROVING THE URBAN RENEWAL PLAN FOR THE JACKSON
HOLE JUNCTION URBAN RENEWAL PROJECT, WHICH PLAN
INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS;
AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS
ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY
AND STATE OFFICIALS; PROVIDING SEVERABILITY,
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING
AN EFFECTIVE DATE.**

WHEREAS, on the 6th day of July 1966, the City Council and Mayor of Idaho Falls, Idaho, respectively, created the Idaho Falls Redevelopment Agency (hereinafter "Agency"), authorizing it to transact business and exercise the powers granted by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), upon making the findings of necessity required for creating said Agency;

WHEREAS, the City Council ("Council") of the city of Idaho Falls, Idaho (the "City"), on December 22, 1988, after notice duly published, conducted a public hearing on the Lindsay Boulevard Urban Renewal Plan (the "Urban Renewal Plan");

WHEREAS, following said public hearing the Council adopted its Ordinance No. 1926 on December 23, 1988, approving the Urban Renewal Plan and making certain findings;

WHEREAS, the Council, on December 10, 1992, after notice duly published, conducted a public hearing on the Amended and Restated Urban Renewal Plan (the "Amended and Restated Urban Renewal Plan");

WHEREAS, following said public hearing, the Council adopted its Ordinance No. 2084 on December 10, 1992, approving the Amended and Restated Urban Renewal Plan and making certain findings;

WHEREAS, the Council, on November 14, 2002, after notice duly published, conducted a public hearing on the Second Amended and Restated Urban Renewal Plan (the "Second Amended and Restated Urban Renewal Plan");

WHEREAS, following said public hearing, the Council adopted its Ordinance No. 2467 on November 14, 2002, approving the Second Amended and Restated Urban Renewal Plan and making certain findings;

WHEREAS, the Council, on October 14, 2004, after notice duly published, conducted a public hearing on the River Commons Urban Renewal Plan (the "River Commons Plan");

WHEREAS, following said public hearing, the Council adopted its Ordinance No. 2256 on October 14, 2004, approving the River Commons Plan and making certain findings;

WHEREAS, the Council, on October 14, 2006, after notice duly published, conducted a public hearing on the First Amendment to the Second Amended and Restated Lindsay Boulevard Urban Renewal Plan, concerning the Downtown Addition (the "Downtown Addition");

WHEREAS, following said public hearing, the Council adopted its Ordinance No. 2685 on December 14, 2006, approving the Downtown Addition and making certain findings;

WHEREAS, the Council, on December 13, 2007, after notice duly published conducted a public hearing on the Panchari-Yellowstone Urban Renewal Plan (the "Panchari-Yellowstone Plan");

WHEREAS, following said public hearing, the Council adopted its Ordinance No. 2731 on December 13, 2007, approving the Panchari-Yellowstone Plan and making certain findings;

WHEREAS, the Council, on December 11, 2014, after notice duly published conducted a public hearing on the Eagle Ridge Urban Renewal Plan (the "Eagle Ridge Plan");

WHEREAS, following said public hearing, the Council adopted its Ordinance No. 2978 on December 11, 2014, approving the Eagle Ridge Plan and making certain findings;

WHEREAS, pursuant to Idaho Code § 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by Resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, an urban renewal plan shall (a) conform to the general plan for the municipality as a whole, except as provided in § 50-2008(g), Idaho Code; and (b) shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions;

WHEREAS, Idaho Code § 50-2906, also requires that, in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, in 2017, after considering a request from a developer with an interest in certain property, the Agency authorized Kushlan Associates, to commence an eligibility study and preparation of an eligibility report for an area generally bounded by I-15, Sunnyside Road and Pioneer Drive;

WHEREAS, the Agency obtained an eligibility report (the "Report"), which examined an area in the City in an area known as the Jackson Hole Junction Area for the purpose of determining whether such area was a deteriorating area or deteriorated area, as defined by Idaho Code §§ 50-2018(9) and 50-2903(8);

WHEREAS, the Agency accepted the eligibility report by way of Resolution No. 2017-21 at the June 15, 2017, meeting of the Agency Board, and authorized the Agency Chair and Executive Director to submit the Resolution and Eligibility Report to the Council for its consideration;

WHEREAS, the City Council, on July 13, 2017, adopted Resolution No. 2017-19 accepting the Report and declared the Jackson Hole Junction Area described in the Report to be a deteriorated or deteriorating area as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended, that such area is appropriate for an urban renewal project and directed the Agency to commence preparation of an urban renewal plan for the area designated;

WHEREAS, the Act authorizes urban renewal agencies to adopt revenue allocation financing provisions as part of their urban renewal plans;

WHEREAS, in order to implement the provisions of the Act and the Law, either the Agency may prepare a plan or any person, public or private, may submit such plan to the Agency;

WHEREAS, the Agency and its consultants have undertaken the planning process during 2017;

WHEREAS, the Agency prepared a proposed Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project (the "Jackson Hole Junction Plan") and the urban renewal area referred to as the Jackson Hole Junction Project Area ("Project Area" or "Revenue Allocation Area") for the area designated as eligible for urban renewal planning;

WHEREAS, such proposed Jackson Hole Junction Plan also contains the provisions of revenue allocation financing as allowed by the Act;

WHEREAS, the Agency Board considered all comment and information submitted to the Agency during several Board meetings and the Board meeting held on September 21, 2017;

WHEREAS, on September 21, 2017, the Agency Board passed Resolution No. 2017-28 proposing and recommending the approval of the Jackson Hole Junction Plan;

WHEREAS, the Agency submitted the Jackson Hole Junction Plan to the Mayor and City;

WHEREAS, the Mayor and City Clerk have taken the necessary action to process the Jackson Hole Junction Plan;

WHEREAS, pursuant to the Law, on October 3, 2017, the City of Idaho Falls Planning and Zoning Commission considered the Jackson Hole Junction Plan and its conformity with the City of Idaho Falls 2013 Comprehensive Plan, as amended, and forwarded its findings to the Council, a copy of which is attached hereto as Exhibit 1;

WHEREAS, notice of the public hearing of the Jackson Hole Junction Plan was caused to be published by the City Clerk of Idaho Falls, Idaho, in its official newspaper the *Post Register*, on October 8 and 22, 2017, a copy of said notice being attached hereto as Exhibit 2;

WHEREAS, as of October 6, 2017, the Jackson Hole Junction Plan was submitted to the affected taxing entities, available to the public, and under consideration by the Council;

WHEREAS, the Council, during its regular meeting of November 9, 2017, held the public hearing as noticed;

WHEREAS, as required by Idaho Code §§ 50-2905 and 50-2906, the Jackson Hole Junction Plan contains the following information with specificity which was made available to the general public and all taxing districts prior to the public hearing on November 9, 2017, the regular meeting of the Council, at least thirty (30) days but no more than sixty (60) days prior to the date set for final reading of the ordinance: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds, notes and/or other obligations are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area, as provided for in section 50-2903(20), Idaho Code. In determining the termination date, the plan shall recognize that the agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the urban renewal plan; and (8) a description of the disposition or retention of any assets of the agency upon the termination date. Provided however, nothing herein shall prevent the agency from retaining assets or revenues generated from such assets as long as the agency shall have resources other than revenue allocation funds to operate and manage such assets;

WHEREAS, the Jackson Hole Junction Plan authorizes certain projects to be financed by revenue allocation bonds, or loans, and proceeds from revenue allocation;

WHEREAS, appropriate notice of the Jackson Hole Junction Plan and revenue allocation provision contained therein has been given to the taxing districts and to the public as required by Idaho Code §§ 50-2008 and 50-2906;

WHEREAS, it is necessary and in the best interest of the citizens of the City, to adopt the Jackson Hole Junction Plan, including revenue allocation financing provisions since revenue allocation will help finance urban renewal projects to be completed in accordance with the Jackson Hole Junction Plan, in order to: encourage private development in the urban renewal

area; prevent and arrest decay of the City due to the inability of existing financing methods to provide needed public improvements; encourage taxing districts to cooperate in the allocation of future tax revenues arising in the urban renewal area in order to facilitate the long-term growth of their common tax base; encourage private investment within the City; and to further the public purposes of the Agency;

WHEREAS, the Council finds that the equalized assessed valuation of the taxable property in the Project Area is likely to increase, and continue to increase, as a result of initiation and continuation of urban renewal projects in accordance with the Jackson Hole Junction Plan;

WHEREAS, under the Law and Act any such plan should provide for: (1) a feasible method for the location of families who will be displaced from the urban renewal area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) conform to the general plan of the municipality as a whole; (3) give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of the children residing in the general vicinity of the site covered by the plan; and (4) afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise;

WHEREAS, if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe, and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe, and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in the Law, because of defective or unusual conditions of title, diversity of ownership tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area;

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area, or substantially impairs or arrests the sound growth of a municipality;

WHEREAS, under the Law and the Act (specifically §§ 50-2018(9) and 50-2903(8)(f)), a deteriorating area may not include an agricultural operation, as defined in Idaho Code § 22-

4502(1), absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Agency has received written consents concerning certain property within the urban renewal area, which may have been deemed an agricultural operation, as stated above. True and correct copies of the agricultural consents are included as Attachment 6 to the Jackson Hole Junction Plan;

WHEREAS, the collective base assessment rolls for the revenue allocation areas under the Lindsay Boulevard Urban Renewal Plan, as amended; the River Commons Urban Renewal Plan; the Panchari-Yellowstone Urban Renewal Plan; the Eagle Ridge Plan; and the Jackson Hole Junction Plan; cannot exceed ten percent (10%) of the assessed value of the City;

WHEREAS, the Council at its regular meeting held on November 9, 2017, considered the Jackson Hole Junction Plan, as proposed, and made certain comprehensive findings.

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

SECTION 1: It is hereby found and determined that:

- (a) The Project Area, as defined in the Jackson Hole Junction Plan, is a deteriorated or a deteriorating area, as defined in the Law and the Act, and qualifies as an eligible urban renewal area under the Law and Act.
- (b) The rehabilitation, conservation, and redevelopment of the urban renewal area pursuant to the Jackson Hole Junction Plan are necessary in the interests of public health, safety, and welfare of the residents of the City.
- (c) There continues to be a need for the Agency to function in the City.
- (d) The Jackson Hole Junction Plan conforms to the City of Idaho Falls 2013 Comprehensive Plan, as amended.
- (e) The Jackson Hole Junction Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the mixed-use components of the Jackson Hole Junction Plan and the need for overall public improvements), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Jackson Hole Junction Plan.

- (f) The Jackson Hole Junction Plan affords maximum opportunity consistent with the sound needs of the City, as a whole, for the rehabilitation and redevelopment of the urban renewal area by private enterprises.
- (g) Pursuant to Idaho Code §§ 50-2007(h) and 50-2008(d)(1), the Jackson Hole Junction Plan provides a feasible method for relocation obligations of any displaced families residing within the Project Area and there is not anticipated to be any activity by the Agency that would result in relocation.
- (h) The collective base assessment rolls for the revenue allocation areas under the Lindsay Boulevard Urban Renewal Plan, as amended; the River Commons Urban Renewal Plan; the Panchari-Yellowstone Urban Renewal Plan; the Eagle Ridge Plan and the new Jackson Hole Junction Plan; do not exceed ten percent (10%) of the assessed value of the City.
- (i) The Jackson Hole Junction Plan includes the requirements set out in Idaho Code § 50-2905 with specificity.
- (j) The Jackson Hole Junction Plan is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.
- (k) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code §§ 50-2018(9) and 50-2903(8)(f), does not include any agricultural operation for which the Agency has not received a written consent, or has not been used for agricultural purposes for three (3) consecutive years.
- (l) The portion of the Jackson Hole Junction Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 2: The Council finds that the Project Area consists of predominantly open land, that the Agency does not intend to acquire any open land on any widespread basis, and that the Project Area is planned to be redeveloped in a manner that will include nonresidential uses. Provided, however, the Council finds that for the portions of the Project Area deemed to be "open land," the criteria set forth in the Law and Act have been met.

SECTION 3: The Council finds that the Jackson Hole Junction Plan meets the sound needs of the City and will provide opportunities in an area that does not now contain such opportunities, and nonresidential uses are necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of City of Idaho Falls 2013 Comprehensive Plan, as amended, to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 4: The Jackson Hole Junction Plan, a copy of which is attached hereto and marked as Exhibit 3 and made a part hereof by attachment, be, and the same hereby is, approved. As directed by the Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the November 9, 2017, hearing and incorporate changes or modifications, if any.

SECTION 5: No direct or collateral action challenging the Jackson Hole Junction Plan shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Jackson Hole Junction Plan.

SECTION 6: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Bonneville County and to the appropriate officials of Bonneville County Board of County Commissioners, City of Idaho Falls, Idaho Falls School District #91, Bonneville County Ambulance District, County Road & Bridge, and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Revenue Allocation Area, and a map or plat indicating the boundaries of the Project Area.

SECTION 7: The Council hereby finds and declares that the Revenue Allocation Area as defined in the Jackson Hole Junction Plan, the equalized assessed valuation of which the Council hereby determines is in and is part of the Jackson Hole Junction Plan, is likely to increase as a result of the initiation and completion of urban renewal projects pursuant to the Jackson Hole Junction Plan.

SECTION 8: The Council hereby approves and adopts the following statement policy relating to the appointment of Council members as members of the Agency's Board of Commissioners: If any Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to appoint and terminate Board members and to adopt the Jackson Hole Junction Plan, the Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 9: So long as any Agency bonds, notes or other obligations are outstanding, the Council will not exercise its power under Idaho Code § 50-2006 to designate itself as the Agency Board.

SECTION 10: So long as any Agency bonds, notes or other obligations are outstanding, the Council will not modify the Jackson Hole Junction Plan in a manner that would result in a reset of the base assessment value to current value in the year modification occurs as further set forth in the Act.

SECTION 11: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2017, to the extent permitted by the Act.

SECTION 12: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 13: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

SECTION 14: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 15: Savings Clause. This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

PASSED by the City Council of the City of Idaho Falls, Idaho, on this ____ day of November 2017.

APPROVED by the Mayor of the City of Idaho Falls, Idaho, on this ____ day of November 2017.

Mayor Rebecca L. Noah Casper

ATTEST:

Kathy Hampton, City Clerk

Exhibit 1

RESOLUTION OF THE IDAHO FALLS PLANNING AND ZONING COMMISSION
RELATING TO THE URBAN RENEWAL PLAN FOR THE
JACKSON HOLE JUNCTION URBAN RENEWAL PROJECT
FOR THE CITY OF IDAHO FALLS

Exhibit 2

NOTICE PUBLISHED IN THE *POST REGISTER*

Exhibit 3

URBAN RENEWAL PLAN FOR THE
JACKSON HOLE JUNCTION URBAN RENEWAL PROJECT

4830-4608-8530, v. 4

Exhibit 4
CITY OF IDAHO FALLS

SUMMARY OF ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, APPROVING THE URBAN RENEWAL PLAN FOR THE JACKSON HOLE JUNCTION URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: It is hereby found and determined that:

- (a) The Project Area, as defined in the Jackson Hole Junction Plan, is a deteriorated or a deteriorating area, as defined in the Law and the Act, and qualifies as an eligible urban renewal area under the Law and Act.
- (b) The rehabilitation, conservation, and redevelopment of the urban renewal area pursuant to the Jackson Hole Junction Plan are necessary in the interests of public health, safety, and welfare of the residents of the City.
- (c) There continues to be a need for the Agency to function in the City.
- (d) The Jackson Hole Junction Plan conforms to the City of Idaho Falls 2013 Comprehensive Plan, as amended.
- (e) The Jackson Hole Junction Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the mixed-use components of the Jackson Hole Junction Plan and the need for overall public improvements), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Jackson Hole Junction Plan.
- (f) The Jackson Hole Junction Plan affords maximum opportunity consistent with the sound needs of the City, as a whole, for the rehabilitation and redevelopment of the urban renewal area by private enterprises.

- (g) Pursuant to Idaho Code §§ 50-2007(h) and 50-2008(d)(1), the Jackson Hole Junction Plan provides a feasible method for relocation obligations of any displaced families residing within the Project Area and there is not anticipated to be any activity by the Agency that would result in relocation.
- (h) The collective base assessment rolls for the revenue allocation areas under the Lindsay Boulevard Urban Renewal Plan, as amended; the River Commons Urban Renewal Plan; the Panchari-Yellowstone Urban Renewal Plan; the Eagle Ridge Plan and the new Jackson Hole Junction Plan; do not exceed ten percent (10%) of the assessed value of the City.
- (i) The Jackson Hole Junction Plan includes the requirements set out in Idaho Code § 50-2905 with specificity.
- (j) The Jackson Hole Junction Plan is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.
- (k) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code §§ 50-2018(9) and 50-2903(8)(f), does not include any agricultural operation for which the Agency has not received a written consent, or has not been used for agricultural purposes for three (3) consecutive years.
- (l) The portion of the Jackson Hole Junction Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 2: The Council finds that the Project Area consists of predominantly open land, that the Agency does not intend to acquire any open land on any widespread basis, and that the Project Area is planned to be redeveloped in a manner that will include nonresidential uses. Provided, however, the Council finds that for the portions of the Project Area deemed to be "open land," the criteria set forth in the Law and Act have been met.

SECTION 3: The Council finds that the Jackson Hole Junction Plan meets the sound needs of the City and will provide opportunities in an area that does not now contain such opportunities, and nonresidential uses are necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of City of Idaho Falls 2013 Comprehensive Plan, as amended, to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 4: The Jackson Hole Junction Plan, a copy of which is attached hereto and marked as Exhibit 3 and made a part hereof by attachment, be, and the same hereby is, approved. As directed by the Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the November 9, 2017, hearing and incorporate changes or modifications, if any.

SECTION 5: No direct or collateral action challenging the Jackson Hole Junction Plan shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Jackson Hole Junction Plan.

SECTION 6: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Bonneville County and to the appropriate officials of Bonneville County Board of County Commissioners, City of Idaho Falls, Idaho Falls School District #91, Bonneville County Ambulance District, County Road & Bridge, and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Revenue Allocation Area, and a map or plat indicating the boundaries of the Project Area.

SECTION 7: The Council hereby finds and declares that the Revenue Allocation Area as defined in the Jackson Hole Junction Plan, the equalized assessed valuation of which the Council hereby determines is in and is part of the Jackson Hole Junction Plan is likely to increase as a result of the initiation and completion of urban renewal projects pursuant to the Jackson Hole Junction Plan.

SECTION 8: The Council hereby approves and adopts the following statement policy relating to the appointment of Council members as members of the Agency's Board of Commissioners: If any Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to appoint and terminate Board members and to adopt the Jackson Hole Junction Plan, the Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 9: So long as any Agency bonds, notes or other obligations are outstanding, the Council will not exercise its power under Idaho Code § 50-2006 to designate itself as the Agency Board.

SECTION 10: So long as any Agency bonds, notes or other obligations are outstanding, the Council will not modify the Jackson Hole Junction Plan in a manner that would result in a reset of the base assessment value to current value in the year modification occurs as further set forth in the Act.

SECTION 11: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2017, to the extent permitted by the Act.

SECTION 12: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 13: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

SECTION 14: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 15: Savings Clause. This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

PASSED by the City Council of the City of Idaho Falls, Idaho, on this ____ day of November 2017.

APPROVED by the Mayor of the City of Idaho Falls, Idaho, on this ____ day of November 2017.

EXHIBITS TO THE ORDINANCE

- | | |
|-----------|---|
| Exhibit 1 | Resolution of the Idaho Falls Planning and Zoning Commission Relating to the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project for the city of Idaho Falls |
| Exhibit 2 | Notice Published in the <i>Post Register</i> |
| Exhibit 3 | Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project |
| Exhibit 4 | Ordinance Summary |

SUMMARY OF JACKSON HOLE JUNCTION PLAN

The Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project ("Jackson Hole Junction Plan") was prepared by the urban renewal agency of the city of Idaho Falls, the Idaho Falls Redevelopment Agency ("Agency") pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), and all applicable laws and ordinances and was approved by the Agency. The Jackson Hole Junction Plan provides for the Agency to undertake urban renewal projects pursuant to the Law and the Act. The Jackson Hole Junction Plan contains a revenue allocation financing provision pursuant to the Act that will cause property taxes resulting from any increases in equalized assessed valuation in excess of the equalized assessed valuation as shown on the original base assessment roll as of January 1, 2017, to be allocated to the Agency for the urban renewal purposes.

The general scope and objectives of the Jackson Hole Junction Plan are:

- a. The demolition or removal of certain improvements for public rights-of-way; for streets utilities, streetscapes, and other improvements; for public facility building sites, to eliminate unhealthful, unsanitary, or unsafe conditions, enhance density, eliminate obsolete or other uses detrimental to the public welfare or otherwise to remove or to prevent the spread of deteriorating or deteriorated conditions;
- b. The provision for participation by property owners within the Project Area to achieve the objectives of this Plan;
- c. The installation, construction, or reconstruction of streets and utilities, including removal, burying, or relocation of overhead utilities; extension of electrical distribution and transmission lines; improvement of irrigation and drainage ditches and laterals; addition of fiber optic lines or other communication systems; and improvement of storm drainage facilities and other public improvements, including, but not limited to, water and sewer improvements, fire protection systems, roadways, pedestrian pathways, curbs, gutters, and streetscapes, which for purposes of this Plan, the term streetscapes includes sidewalks, lighting, landscaping, benches, bike racks, public art and similar amenities between the curb and right-of-way line;
- d. The redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;
- e. The rehabilitation of structures and improvements by present owners, their successors, and the Agency;
- f. The preparation of sites, particularly related to basalt removal/remediation, for the development and construction of facilities for commercial, office and retail use; and
- g. To the extent allowed by law, lend or invest federal funds to facilitate redevelopment.

Any such land uses as described in the Jackson Hole Junction Plan will be in conformance with zoning for the City of Idaho Falls and the City of Idaho Falls 2013 Comprehensive Plan, as amended, as adopted by the Council. Land made available will be developed by private enterprises or public agencies as authorized by law. The Jackson Hole Junction Plan identifies various public and private improvements which may be made within the Project Area.

The Project Area herein referred to is located generally as follows:

An area generally bounded by Interstate 15, Sunnyside Road and Pioneer Drive, and as more particularly described as follows:

This parcel is situated in a portion of the S.E. of the S.E. of Section 27, the S.W. of the S.W. the S.E. of the S.W. the N.W. of the S.W. and the N.E. of the S.W. of Section 26, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of said S.E. of the S.E. "being the corner common to Sections 26, 27, 34 and 35; thence traversing the east boundary of said S.E. of the S.E.

- 1) N.00°34'41"E., 10.35 feet to the POINT OF BEGINNING; thence leaving said east boundary,
- 2) N.78°25'05"W., 57.89 feet to an angle point on the easterly boundary of City of Idaho Falls Annexation Ordinance No. 2930 and the southeast corner of a parcel shown on Record of Survey Instrument No. 1303659, records of Bonneville County; thence leaving said angle point and along the easterly boundary of said Record of Survey,
- 3) N.20°19'58"E., 143.52 feet to a point of curvature; thence continuing along said easterly boundary and a curve to the right,
- 4) Having an arc length of 56.88 feet, a radius of 328.08 feet, through a central angle of 09°56'02" and a long chord which bears N.25°18'00"E., 56.81 feet; thence continuing along said easterly boundary,
- 5) N.30°16'01"E., 50.60 feet to a point of curvature; thence continuing along said easterly boundary and a curve to the left,
- 6) Having an arc length of 17.91 feet, a radius of 434.26 feet, through a central angle of 02°21'48" and a long chord which bears N.27°23' 13"E., 17.91 feet to a point on the west line of Grade Separation No. 10 of I-15-3(7) 111 at station 6+21.94; thence continuing along said easterly boundary and said west line,
- 7) N.25°10'07"E., 363.51 feet to station 9+84.62 of said Grade Separation; thence continuing along said easterly boundary and west line,
- 8) N.11°20'53"E., 164.06 feet to a point of curvature at station 11+75 of said Grade Separation; thence continuing along said easterly boundary and west line, along a curve to the left,

- 9) Having an arc length of 65.50 feet, a radius of 349.26 feet, through a central angle of $10^{\circ}44'45''$ and a long chord which bears $N.03^{\circ}14'31''W.$, 65.41 feet to the northeast corner of said Record of Survey; thence leaving the west line of said Grade Separation and along the north boundary of said Record of Survey,
- 10) $N.89^{\circ}25'10''W.$, 33.80 feet to the northwest corner of said Record of Survey, also being the northeasterly corner of City of Idaho Falls Annexation Ordinance No. 2930; thence along the northerly boundary of said Ordinance No. 2930
- 11) $N.89^{\circ}25'10''W.$, 60.14 feet, more or less, to the northwesterly corner of said Ordinance No. 2930 and a point on curve on the east right-of-way of Interstate 15 as described in Instrument No. 1442355, records of Bonneville County also being a point on the easterly boundary of City of Idaho Falls Annexation Ordinance No. 2528; thence leaving said north boundary and along said east right-of-way and east boundary of said Ordinance No. 2528 along a curve to the right,
- 12) Having an arc length of 617.76 feet, a radius of 17,288.73 feet, through a central angle of $02^{\circ}02'50''$ and a long chord which bears $N.41^{\circ}27'40''E.$, 617.73 feet; thence leaving said east right-of-way and easterly boundary,
- 13) $S.89^{\circ}58'07''E.$, 59.26 feet to a point on the northerly prescriptive use right-of-way of Pioneer Road and a curve to the right; thence traversing said northerly right-of-way along a curve to the right,
- 14) Having an arc length of 194.96 feet, a radius of 395.01 feet, through a central angle of $28^{\circ}16'45''$ and a long chord which bears $N.74^{\circ}16'33''E.$, 192.99 feet to a point of compound curvature; thence along a curve to the right,
- 15) Having an arc length of 53.83 feet, a radius of 2093.78 feet, through a central angle of $01^{\circ}28'23''$ and a long chord which bears $N.89^{\circ}09'08''E.$, 53.83 feet to a point of tangency; thence continuing,
- 16) $N.89^{\circ}53'19''E.$, 1142.34 feet; thence leaving said northerly right-of-way and along said west boundary,
- 17) $S.00^{\circ}01'53''W.$, 538.37 feet; thence continuing,
- 18) $S.00^{\circ}02'02''W.$, 76.29 feet to a point on the centerline of the Sidehill Canal as it now exists and a point on the west boundary of a parcel described in City of Idaho Falls Annexation Ordinance No. 2693

thence along said centerline and west boundary,

- 19) S.53°13'24"W., 28.42 feet; thence continuing,
- 20) S.53°46'07"W., 96.63 feet; thence continuing,
- 21) S.58°44'25"W., 72.44 feet; thence continuing,
- 22) S.63°33'42"W., 106.43 feet; thence continuing,
- 23) S.44°11'12"W., 85.55 feet; thence continuing,
- 24) S.21°29'18"W., 67.51 feet; thence continuing,
- 25) S.05°34'30"E., 52.68 feet; thence continuing,
- 26) S.02°08'35"E., 80.59 feet; thence continuing,
- 27) S.08°07'27"W., 65.25 feet; thence continuing,
- 28) S.21°43'37"W., 68.61 feet; thence continuing,
- 29) S.39°31'40"W., 71.79 feet; thence continuing,
- 30) S.51°45'57"W., 83.88 feet; thence continuing,
- 31) S.57°13'21"W., 35.55 feet; thence leaving said centerline and continuing along said west boundary,
- 32) N.47°03'00"W., 87.71 feet; thence continuing,
- 33) S.58°25'58"W., 104.83 feet, more or less, to a point on the east boundary of said S.W. 1A of the S.W. ; thence along said east boundary and said west boundary,
- 34) S.00°16'13"W., 57.23 feet to the southeast corner of said S.W. of the S.W. 1A; thence leaving said west boundary, along the south boundary of said S.W. of the S.W. 1A,
- 35) S.89°50'20"W., 1276.43 feet; thence leaving said south boundary,
- 36) N.78°25'05"W., 50.85 feet to the POINT OF BEGINNING.

CONTAINING 49.042 acres, more or less.

And including the Sunnyside Road right-of-way as follows:

A parcel of land in Section 26, 27, 34, and 35, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

COMMENCING at the Section Corner common to Sections 26, 27, 34, and 35; THENCE along the Section Line common to said Sections 26 and 35 N89°50'20"E 50.03 feet to the TRUE POINT OF BEGINNING; THENCE continuing along said Section Line N89°50'20"E 1283 .97 feet to a point on the westerly boundary of City of Idaho Falls Annexation Ordinance No.2693; THENCE along said westerly Boundary of Annexation Ordinance No.2693 S0°07'25"E 199.87 feet to a point on the southerly Right-of-Way line of Sunnyside Road; THENCE along the said southerly Right-of-Way line the following four, (4), courses and distances, S89°49'49"W 997.77 feet; THENCE N7°34'33"W 0.07 feet; THENCE S89°52'22"W 20.57 feet to a point on a non-tangent curve to the right; THENCE through said curve for a length of 366.00 feet having a radius of 9942.49 a delta angle of 2°06'33" and a chord bearing N89°07'50"W 365.97 feet to a point on the Easterly Boundary of Annexation Ordinance No.2930; THENCE along said Easterly Boundary of Annexation Ordinance No.2930 N1°47'35"W 215.59 feet to a point on the northerly Right-of-Way line of Sunnyside Road; THENCE S78°25'05"E 108.84 feet to the TRUE POINT OF BEGINNING and containing 6.375 acres more or less.

The Project Area is also depicted in the map below.



Sections 300 through 307 discuss the proposed redevelopment actions, participation opportunities and agreements, cooperation with public bodies, property acquisition standards and requirements, relocation, demolition, and property disposition.

Section 401 discusses the type of land uses authorized in the Project Area.

Section 406 describes design guidelines for development.

The Jackson Hole Junction Plan also contains a major section on financing. Among other sources, the Jackson Hole Junction will utilize revenue allocation financing, authorized by the Act. This statute was approved in 1988 by the Idaho Legislature. Section 504 and Attachments 5.1-5.4 discuss revenue allocation financing and show how such financing has worked and would work in the Project Area in the future if certain new private developments occur as estimated.

Increases in assessed valuation of real and personal property in the Project Area that occur after January 1, 2017, will generate revenue for the Agency to pay project costs. Project costs include street improvements, environmental remediation, and other public improvement costs. The assessed valuation of real and personal property on the base assessment roll is still available for use by the other taxing districts, Bonneville County, City of Idaho Falls, Idaho Falls School District #91, Bonneville County Ambulance District, and County Road & Bridge to finance their operations. The Jackson Hole Junction Plan authorizes the Agency to sell revenue bonds to finance project costs and to use annual revenue allocations to pay the debt service.

The program outlined in the Jackson Hole Junction Plan emphasizes the installation of needed public improvements, street improvements, utility work, and other costs to encourage private development.

Attachments 5.1-5.4 describe in detail the cost and financing methods for complete repayment of the debt incurred used to finance projects and to also fund the additional described activities.

The Jackson Hole Junction Plan follows the underlying zoning classifications of the city of Idaho Falls.

Sections 600 and 700 describe cooperative activities by the Agency with the City.

The duration of the Jackson Hole Junction Plan is for thirteen (13) years. A termination process is described in Section 800 of the Jackson Hole Junction Plan. The Agency is required to prepare an annual report each year describing its activities during the previous year.

ATTACHMENTS TO THE JACKSON HOLE JUNCTION PLAN

Attachment 1 Map of Urban Renewal Project Area and Revenue Allocation Area

Attachment 2 Description of Urban Renewal Project Area and Revenue Allocation Area

| | |
|----------------|--|
| Attachment 3 | Private Properties Which May be Acquired by the Agency |
| Attachment 4 | Map Depicting Expected Land Use and Current Zoning Map of the Project Area |
| Attachment 5.1 | Public Improvements within the Revenue Allocation Area |
| Attachment 5.2 | Economic Feasibility Study |
| Attachment 5.3 | Estimated Net Taxable Value of Growth and New Private Development and Annual Revenue Allocation in the Jackson Hole Junction Urban Renewal Project |
| Attachment 5.4 | Estimated Annual Revenues and Costs in the Jackson Hole Junction Urban Renewal Project (Cash Flow Analysis) |
| Attachment 6 | Agricultural Consents |
| Attachment 7 | Sage Earth Science Seismic Refraction Survey |

The full text of the Ordinance _____ is available at the offices of the City Clerk, 308 Constitution Way, Idaho Falls, Idaho.

This summary is approved by the Idaho Falls City Council at its meeting of November ____, 2017.

Mayor Rebecca L. Noah Casper

ATTEST:

Kathy Hampton, City Clerk

I, Randall Fife, City Attorney for the city of Idaho Falls, Idaho, hereby declare and certify that in my capacity as City Attorney of the city of Idaho Falls, pursuant to Idaho Code Section 50-901A(3) of the Idaho Code as amended, I have reviewed a copy of the above Summary of Ordinance, have found the same to be true and complete, and said Summary of Ordinance provides adequate notice to the public of the contents, including the exhibits, of Ordinance No. 458-13.

DATED this _____ day of _____ 2017.

Randall Fife, City Attorney
Idaho Falls, Idaho

4831-8882-6194, v. 3



October 5, 2017

Bonneville County
City of Idaho Falls
Idaho Falls School District #91
Bonneville County Ambulance District
County Road & Bridge

TAXING ENTITY:

RE: Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project

Dear Sir or Madam:

Enclosed is a copy of a formal notice that will be published in the *Post Register* on October 8 and 22, 2017, advising that the Idaho Falls City Council will hold a public hearing in the City Council Chambers, City Annex Building, 680 Park Avenue, Idaho Falls, Idaho, on November 9, 2017, at 7:30 p.m., to consider the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project (the "Plan") of the Idaho Falls Redevelopment Agency (the "Agency"). At that time, the City Council will consider an Ordinance adopting the Plan.

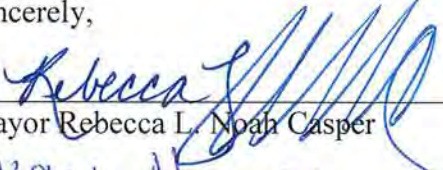
This letter also serves as notice to you, in compliance with Idaho Code § 50-2906, that the Plan contains a revenue allocation provision and the Agency recommends approval of the Plan.

A copy of the Plan and Agency Resolution approving the Plan are also enclosed. As required by Idaho Code § 50-2905, the Plan includes the following with specificity: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) a statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in Idaho Code § 50-2903(20); and (8) a description of the disposition or retention of any assets of the agency upon the termination date. You are encouraged to provide your comments, either in writing or at the public hearing.

A work session with the City Council and Agency representatives has been scheduled for Monday, November 6, 2017, at 3:00 p.m. at City Council chambers. You are welcome to attend.

In the event you would like to schedule a separate meeting to discuss the Plan, representatives of the City and/or the Agency will make themselves available to explain the Plan.

Sincerely,


Mayor Rebecca L. Noah Casper


Kathy Hampton, City Clerk



Enclosures

cc: Lee Radford
Ryan Armbruster

NOTICE OF REGULAR MEETING AND PUBLIC HEARING BY THE
CITY COUNCIL OF THE CITY OF IDAHO FALLS
TO CONSIDER THE
URBAN RENEWAL PLAN
FOR THE JACKSON HOLE JUNCTION URBAN RENEWAL PROJECT
OF THE IDAHO FALLS REDEVELOPMENT AGENCY
OF THE CITY OF IDAHO FALLS

NOTICE IS HEREBY GIVEN that the City Council of the city of Idaho Falls will hold during its regular meeting, a public hearing in City Council Chambers, City Annex Building, 680 Park Avenue, Idaho Falls, Idaho, on November 9, 2017, at 7:30 p.m., to consider the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project ("Plan") of the Idaho Falls Redevelopment Agency ("Agency"). The urban renewal and revenue allocation area boundary is hereinafter described. The Plan proposes that the Agency undertake urban renewal projects, including identifying public facilities for funding, pursuant to the Idaho Urban Renewal Law of 1965, chapter 20, title 50, as amended. The Plan being considered for adoption contains a revenue allocation financing provision pursuant to the Local Economic Development Act, chapter 29, title 50, Idaho Code, as amended, that will cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1, 2017, to be allocated to the Agency for urban renewal purposes. The Agency has adopted and recommended approval of the Plan.

The general scope and objectives of the Plan are:

- a. The elimination of a significant impediment to commercial development of the Project Area, specifically, the removal of certain basalt deposits throughout the Project Area;
- b. The installation and construction of public improvements, including streets; improvements to roadways, curbs, gutters and streetscapes, which for purposes of this Plan, the term "streetscapes" includes sidewalks, lighting, landscaping, benches, bike racks, public art and similar amenities between the curb and right-of-way line; improvements to public utilities including water and sewer improvements, and fire protection systems; other related public improvements; removal, burying, or relocation of overhead utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; and improvement of storm drainage facilities;
- c. The reconstruction of deteriorated public improvements, such as improvements to Pioneer Drive and Sunnyside Road.
- d. The replanning, redesign, and development of undeveloped or underdeveloped areas which are stagnant or improperly utilized because of limited traffic access, underserved utilities, and other site conditions;
- e. The strengthening of the economic base of the Project Area and the community by the installation of needed site improvements to stimulate new private development providing employment and economic growth;

- f. The provision of adequate land for open space, street rights-of-way and pedestrian rights-of-way, including pathways;
- g. The establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, and leveraging such development to achieve public objectives and efficient use of scarce resources;
- h. The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Project Area as a whole and benefiting the various taxing districts in which the urban renewal area is located; and
- i. The funding of necessary public infrastructure to accommodate both public and private development.

Any such land uses as described in the Plan will be in conformance with zoning for the city of Idaho Falls and the City of Idaho Falls Comprehensive Plan, as adopted by the City Council. Land made available will be developed by private enterprises or public agencies as authorized by law. The Plan identifies various public and private improvements which may be made within the Urban Renewal Area.

The Urban Renewal Project Area and Revenue Allocation Area herein referred to is described as follows:

An area consisting of approximately 45 acres, exclusive of City/State rights-of-way, bounded by Interstate 15, Sunnyside Road and Pioneer Drive, and as more particularly described as follows:

This parcel is situated in a portion of the S.E. of the S.E. of Section 27, the S.W. of the S.W. the S.E. of the S.W. the N.W. of the S.W. and the N.E. of the S.W. of Section 26, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of said S.E. of the S.E. 'being the corner common to Sections 26, 27, 34 and 35; thence traversing the east boundary of said S.E. of the S.E. .

1) N.00°34'41"E., 10.35 feet to the POINT OF BEGINNING; thence leaving said east boundary,

2) N.78°25'05"W., 57.89 feet to an angle point on the easterly boundary of City of Idaho Falls Annexation Ordinance No. 2930 and the southeast corner of a parcel shown on Record of Survey Instrument No. 1303659, records of Bonneville County; thence leaving said angle point and along the easterly boundary of said Record of Survey,

3) N.20°19'58"E., 143.52 feet to a point of curvature; thence continuing along said easterly boundary and a curve to the right,

4) Having an arc length of 56.88 feet, a radius of 328.08 feet, through a central angle of 09°56'02" and a long chord which bears N.25°18'00"E., 56.81 feet; thence continuing along said

easterly boundary,

5) N.30°16'01"E., 50.60 feet to a point of curvature; thence continuing along said easterly boundary and a curve to the left,

6) Having an arc length of 17.91 feet, a radius of 434.26 feet, through a central angle of 02°21'48" and a long chord which bears N.27°23' 13"E., 17.91 feet to a point on the west line of Grade Separation No. 10 of I-15-3(7) 111 at station 6+21.94; thence continuing along said easterly boundary and said west line,

7) N.25°10'07"E., 363.51 feet to station 9+84.62 of said Grade Separation; thence continuing along said easterly boundary and west line,

8) N.11°20'53"E., 164.06 feet to a point of curvature at station 11+75 of said Grade Separation; thence continuing along said easterly boundary and west line, along a curve to the left,

9) Having an arc length of 65.50 feet, a radius of 349.26 feet, through a central angle of 10°44'45" and a long chord which bears N.03°14'31"W., 65.41 feet to the northeast corner of said Record of Survey; thence leaving the west line of said Grade Separation and along the north boundary of said Record of Survey,

10) N.89°25'10"W., 33.80 feet to the northwest corner of said Record of Survey, also being the northeasterly corner of City of Idaho Falls Annexation Ordinance No. 2930; thence along the northerly boundary of said Ordinance No. 2930

11) N.89°25'10"W., 60.14 feet, more or less, to the northwesterly corner of said Ordinance No. 2930 and a point on curve on the east right-of-way of Interstate 15 as described in Instrument No. 1442355, records of Bonneville County also being a point on the easterly boundary of City of Idaho Falls Annexation Ordinance No. 2528; thence leaving said north boundary and along said east right-of-way and east boundary of said Ordinance No. 2528 along a curve to the right,

12) Having an arc length of 617.76 feet, a radius of 17,288.73 feet, through a central angle of 02°02'50" and a long chord which bears N.41°27'40"E., 617.73 feet; thence leaving said east right-of-way and easterly boundary,

13) S.89°58'07"E., 59.26 feet to a point on the northerly prescriptive use right-of-way of Pioneer Road and a curve to the right; thence traversing said northerly right-of-way along a curve to the right,

14) Having an arc length of 194.96 feet, a radius of 395.01 feet, through a central angle of 28°16'45" and a long chord which bears N.74°16'33"E., 192.99 feet to a point of compound curvature; thence along a curve to the right,

15) Having an arc length of 53.83 feet, a radius of 2093.78 feet, through a central angle of 01°28'23" and a long chord which bears N.89°09'08 "E., 53.83 feet to a point of tangency; thence continuing.

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- 17) S.00°01'53"W., 538.37 feet; thence continuing,
- 18) S.00°02'02"W., 76.29 feet to a point on the centerline of the Sidehill Canal as it now exists and a point on the west boundary of a parcel described in City of Idaho Falls Annexation Ordinance No. 2693 thence along said centerline and west boundary,
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- 20) S.53°46'07"W., 96.63 feet; thence continuing,
- 21) S.58°44'25"W., 72.44 feet; thence continuing,
- 22) S.63°33'42"W., 106.43 feet; thence continuing,
- 23) S.44°11'12"W., 85.55 feet; thence continuing,
- 24) S.21°29'18"W., 67.51 feet; thence continuing,
- 25) S.05°34'30"E., 52.68 feet; thence continuing,
- 26) S.02°08'35"E., 80.59 feet; thence continuing,
- 27) S.08°07'27"W., 65.25 feet; thence continuing,
- 28) S.21°43'37"W., 68.61 feet; thence continuing,
- 29) S.39°31'40"W., 71.79 feet; thence continuing,
- 30) S.51°45'57"W., 83.88 feet; thence continuing,
- 31) S.57°13'21"W., 35.55 feet; thence leaving said centerline and continuing along said west boundary,
- 32) N.47°03'00"W., 87.71 feet; thence continuing,
- 33) S.58°25'58"W., 104.83 feet, more or less, to a point on the east boundary of said S.W. 1A of the S.W. ; thence along said east boundary and said west boundary,
- 34) S.00°16' 13"W., 57.23 feet to the southeast corner of said S.W. of the S.W. 1A; thence leaving said west boundary, along the south boundary of said S.W. of the S.W. 1A,
- 35) S.89°50'20"W., 1276.43 feet; thence leaving said south boundary,
- 36) N.78°25'05"W., 50.85 feet to the POINT OF BEGINNING.

CONTAINING 49.042 acres, more or less.

And including the Sunnyside Road right-of-way as follows:

A parcel of land in Section 26, 27, 34, and 35, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, described as follows:

COMMENCING at the Section Corner common to Sections 26, 27, 34, and 35; THENCE along the Section Line common to said Sections 26 and 35 $N89^{\circ}50'20''E$ 50.03 feet to the TRUE POINT OF BEGINNING; THENCE continuing along said Section Line $N89^{\circ}50'20''E$ 1283.97 feet to a point on the westerly boundary of City of Idaho Falls Annexation Ordinance No.2693; THENCE along said westerly Boundary of Annexation Ordinance No.2693 $S0^{\circ}07'25''E$ 199.87 feet to a point on the southerly Right-of-Way line of Sunnyside Road; THENCE along the said southerly Right-of-Way line the following four, (4), courses and distances, $S89^{\circ}49'49''W$ 997.77 feet; THENCE $N7^{\circ}34'33''W$ 0.07 feet; THENCE $S89^{\circ}52'22''W$ 20.57 feet to a point on a non-tangent curve to the right; THENCE through said curve for a length of 366.00 feet having a radius of 9942.49 a delta angle of $2^{\circ}06'33''$ and a chord bearing $N89^{\circ}07'50''W$ 365.97 feet to a point on the Easterly Boundary of Annexation Ordinance No.2930; THENCE along said Easterly Boundary of Annexation Ordinance No.2930 $N1^{\circ}47'35''W$ 215.59 feet to a point on the northerly Right-of-Way line of Sunnyside Road; THENCE $S78^{\circ}25'05''E$ 108.84 feet to the TRUE POINT OF BEGINNING and containing 6.375 acres more or less.

The project areas are also depicted in the map below.



Copies of the proposed Plan are on file for public inspection and copying for the cost of

duplication at the office of the City Clerk of Idaho Falls, 308 Constitution Way, Idaho Falls, Idaho, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, exclusive of holidays.

The hearing will be held in a handicapped accessible facility. All information presented in the hearing shall also be available upon advance request in a form usable by persons with hearing or visual impairments; individuals with other disabilities may receive assistance by contacting the City 24 hours prior to the hearing.

At the hearing date, time, and place noted above (November 9, 2017, at 7:30 p.m.), all persons interested in the above matters may appear and be heard. Written comments will also be accepted. Comments should be directed to the City Clerk of Idaho Falls. Written comments should be submitted prior to the hearing date.

DATED this 3rd day of October 2017.

Kathy Hampton, City Clerk

2 publication dates: October 8 & 22, 2017.