



## SPECIAL CITY COUNCIL MEETING

Tuesday, November 21, 2017

7:30 p.m.

### CITY COUNCIL CHAMBERS

680 Park Avenue

Idaho Falls, ID 83402

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

1. **Call to Order.**

2. **Pledge of Allegiance.**

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

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

**A. Items from Municipal Services:**

- 1) Bid Award – IF-18-07, Line Clearance Project for Idaho Falls Power
- 2) Bid Award – IF-18-03, Power Distribution Transformers
- 3) Annual License Renewal for Microsoft Software Products
- 4) Quote 18-003, Idaho Falls Power Inventory

**B. Item from Airport:**

- 1) Idaho Transportation Department (ITD) Grant Acceptance and Resolution – Rehabilitation of Taxiway A, C and Runway 2/20 - FAA AIP Project #3-16-0018-043

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

- 1) Canvass of the Vote from the November 7, 2017 General Municipal Election.
- 2) Expenditure Summary for the month of October, 2017.
- 3) License Applications, all carrying the required approvals.

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

5. **Regular Agenda.**

**A. Fire Department**

**1) Bingham County Ambulance Service Agreement:** For consideration is the City's annual Ambulance Service Agreement between the City and Bingham County. This year the agreement increased by 3% and reflects monthly payments to the City that total \$90,204.00.

RECOMMENDED ACTION: To approve the Ambulance Service Agreement with Bingham County, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**2) Jefferson County Ambulance Service Agreement:** For consideration is the City's annual Ambulance Service Agreement between the City and Jefferson County. The total value of this agreement is \$145,992 payable to the City in monthly payments.

RECOMMENDED ACTION: To approve the Ambulance Service Agreement with Jefferson County, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**B. Human Resources**

**1) Proposed Change to City's Personnel Policy Manual:** At the September 25, 2017 Council Work Session, the Human Resource Department made a presentation proposing that an Education Assistance policy be added to the City's personnel manual. This policy represents an improved version of an Education Assistance Policy that currently exists but which is not functional and is not included in the Personnel Manual.

RECOMMENDED ACTION: To approve the revised Education Assistance Policy in the City's Personnel Policy Manual (or take other action deemed appropriate).

**2) Proposed Change to City's Personnel Policy Manual:** The Human Resources Department respectfully requests approval of the revised Vacation and Sick Leave Policies in the City's Personnel Policy Manual. These policies were discussed at the November 20, 2017 Council Work Session.

RECOMMENDED ACTION: To approve the revised Vacation and Sick Leave Policies in the City's Personnel Policy Manual (or take other action deemed appropriate).

**C. Idaho Falls Power**

**1) Horse Butte Wind Confirmation:** In 2010, the Idaho Falls City Council approved Resolution 2010-16 authorizing and approving the Horse Butte Wind Project Power Sales Contract with the Utah Associated Municipal Power Systems (UAMPS). In connection with execution of the Power Sales Contracts in 2010, we delivered to UAMPS a Certificate and an Opinion. At the September 28 Idaho Falls Power Board Meeting, staff briefed Board Members on the UAMPS Early Buy Out

Scenario including the savings that will be realized from this action. UAMPS has proceeded with successful sales of associated bonds with closing for all bonds scheduled for November 29. As a result, Idaho Falls Power is required to confirm our 2010 Certificate and Opinion as of the November 29 closing date.

RECOMMENDED ACTION: To approve the Bring Down Certificate, and give authorization for the Mayor to execute the necessary document (or take other action deemed appropriate).

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

**1) Master Canal Pathway Agreement:** For consideration is a Master Canal Pathway Agreement between the City of Idaho Falls and Idaho Irrigation District for the purposes of developing pathways on the District's fee simple and easement entitlements. The agreement has been reviewed and approved by legal counsel.

RECOMMENDED ACTION: To approve the Master Canal Pathway Agreement, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

#### **E. Community Development Services**

**1) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 1:** For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 1. The Planning and Zoning Commission considered this item at its August 1, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Development Agreement for Ivywood Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Ivywood Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Ivywood Division No. 1, and give authorization for the Mayor to execute the necessary documents.

**2) Final Plat and Reasoned Statement of Relevant Criteria and Standards, 4-H Addition:** For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards for the 4-H Addition Plat. The Planning and Zoning Commission considered this item at its November 14, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To accept the Final Plat for the 4-H Addition, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.

- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for the 4-H Addition, and give authorization for the Mayor to execute the necessary documents.

**3) Public Hearing – Resolution Adopting Downtown Master Plan and Implementation Strategy and Ordinance Adopting a Form-Based Code:** For consideration are the final drafts of the Downtown Master Plan and Implementation Strategy and Form-Based Code. These documents were produced with assistance from members of the public, a steering committee, CRSA, Agnew:Beck, Pros Consulting, and City staff. The plan and code were considered by the Planning and Zoning Commission at a public hearing held on July 11, 2017 and recommended approval by unanimous vote. Staff concurs with this recommendation. Approval of both documents won't take place until December 14, giving the Council time to make adjustments and staff time to prepare the necessary resolution and ordinances.

RECOMMENDED ACTION: No action required at this time.

## F. Legal

**1) Public Hearing – City-County 4-H Fairgrounds Property Sale:** In October, Council directed the City Attorney's Office to draft a sale and purchase agreement to acquire the County 4-H Fairgrounds property. Features of the agreement include the following: payment at execution of a non-refundable amount of \$50,000; payment of the total purchase price of \$695,000, as determined by an independent appraisal from Kelley Real Estate Appraisers, Inc., a firm agreed upon by the parties; closing within 30 days following the public hearing; and, a successful 2/3rds vote by each party, respectively. The publication for notice of public hearing was advertised November 7 and November 14 as required by Idaho Code.

RECOMMENDED ACTION: To approve the Sale and Purchase Agreement to acquire the Bonneville County 4-H Fairgrounds property, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**2) Proposed ADA-related Ordinances:** The City's ADA Coordinator and Legal staff have been meeting for a number of months to review the City Code relative to the Americans with Disabilities Act, as amended (ADA). For consideration are proposed changes to City Code that support the City's compliance with the ADA.

- a. **Title 2, Chapter 13:** Proposed changes include clarification of the nature of the ADA Advisory Board; reduction of board membership from seven (7) to five (5) members; specification that the Board is advisory and supports the City's ADA coordinator; and, simplification of the purposes, duties, and organization of the Board.

RECOMMENDED ACTION: To approve the Ordinance amending Title 2, Chapter 13 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. **Title 8, Chapter 8:** Proposed changes include a specific reference to the ADA in "Purpose"; clarification of "Downtown Area" to be consistent with other parts of the City Code; and,



clarification of what is allowed as a public fixture on a sidewalk. Some internal redundancies were removed from the Ordinance.

RECOMMENDED ACTION: To approve the Ordinance amending Title 8, Chapter 8 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).

- c. **Title 8, Chapter 10:** Eliminates the exemptions from the snow removal requirement. The ultimate responsibility for snow removal remains with the property owner. The Ordinance clarifies that snow removal from sidewalks cannot interfere with ADA access.

RECOMMENDED ACTION: To approve the Ordinance amending Title 8, Chapter 10 under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

- d. **Curb Parking – City Code 9-1-1 and 9-4-6:** This Ordinance eliminates City parking restrictions that are already present in Idaho Code, and allows for front-end angle parking or reverse angle parking and prohibits parking on or behind a curb.

RECOMMENDED ACTION: To approve the Ordinance amending City Code 9-1-1- and 9-4-6 under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

6. **Motion to Adjourn.**

# **CONSENT AGENDA:**



## MEMORANDUM

**TO:** Mayor and City Council

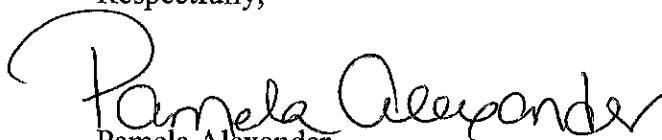
**FROM:** Municipal Services Department

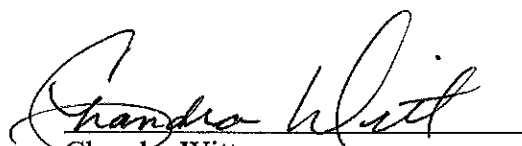
**DATE:** November 13, 2017


**RE:** Bid Award – IF-18-07, Line Clearance Project for Idaho Falls Power

Attached is the tabulation for the above subject bid. It is the recommendation of Idaho Falls Power and the Municipal Services Department to accept the lowest responsive, responsible bid from Davey Tree Surgery Company to provide tree-trimming services for the remainder of the 2017/2018 budget year. The fixed weekly base costs without incidentals is estimated at \$4,031.25, for a total estimated lump sum cost of \$200,000 for the remainder of the fiscal year. Funding to provide tree-trimming services is budgeted in the 2017/2018 Electric Fund budget.

Respectfully,

  
Pamela Alexander  
Municipal Services Director

  
Chandra Witt  
General Services Administrator

  
Heidi Carlson  
Purchasing Agent

# CITY OF IDAHO FALLS

## BID OPENING

DATE OF OPENING:

Monday, November 13, 2017

TIME: 11:00 A.M.

LOCATION:

Purchasing Office, 308 Constitution Way, Idaho Falls, ID 83402

PROJECT:

Bid IF-18-07 Line Clearance Project

Bidder:

1) Davey Tree Surgery Company Livermore, California	2) Asplundh Tree Expert, LLC Woodinville, Washington	3) Trees, LLC Blackfoot, Idaho
\$ 4,031.25	\$ 4,465.20	\$ 4,863.20
X	X	X
X	X	

Typical Work Crew - One Week/40 Hours

Signature Page Attached

Sole Proprietor Form Attached



## MEMORANDUM

**TO:** Mayor and City Council

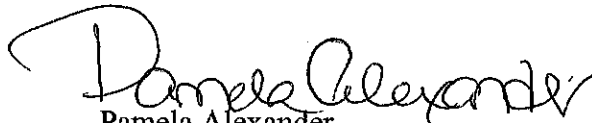
**FROM:** Municipal Services Department

**DATE:** November 9, 2017


**RE:** Bid Award, IF-18-03, Power Distribution Transformers

Attached is the tabulation for the above subject bid. It is the recommendation of Idaho Falls Power and the Municipal Services Department to accept the lowest responsive, responsible bid from Anixter, Inc. to provide a total of five (5) transformers at \$27,965.00 each (3 listed on the bid tabulation and an additional two (2) transformers) for a lump sum total of \$139,825.00. Funding to purchase the transformers is within the 2017/2018 Idaho Falls Power Electric Fund inventory budget.

Respectfully,

  
Pamela Alexander  
Municipal Services Director

  
Chandra Witt  
General Services Administrator

  
Heidi Carlson  
Purchasing Agent

## Date of Opening: November 1, 2017

**Bid IF-18-03 Tabulation for Padmount Transformers**

Item	City	1) Codale Electric Supply	2) Anixter Inc.	3) Northern Power Equipment	4) Paradox Corporation	5) PenAmerica Supply	6) WEG Transformers
	City	Salt Lake City, UT	Salt Lake City, UT	Centerville, UT	Jackson, TN	Katy, TX	Washington, MO
	Addendum Attached	X		X		X	X
	Manufacturer	ABB	ERMCO	Howard Inc.	Magnetics	Powermax/South Korea	WEG
2500 KVA Padmount Transformer							
Item 1A: #915 698 12500							
3		Price/Each \$ 32,400.00	\$ 27,965.00	\$ 39,685.00	\$ 48,862.70	\$ 40,400.00	\$ 34,442.00
		Total \$ 97,200.00	\$ 83,895.00	\$ 119,055.00	\$ 146,586.60	\$ 121,200.00	\$ 103,376.00
		Delivery 20-22 Weeks	8-10 Weeks	8-10 Weeks	16-18 Weeks	5 Months	8-10 Weeks
		BCL 2.448	2.608	2.249	Attached	2.460	1.964
		† BWL 15.680	† 13.009	14.343	Attached	† 28.800	15.863
		Impedance 5.770	5.800	5.800	Attached	6.000	5.680
		Price/Each with Load Loss \$ 45,136.00	\$ 39,685.50	\$ 51,354.50	\$	\$ 59,720.00	\$ 46,301.50
3000 KVA Padmount Transformer							
Item 1B: 3000 KVA Padmount Transformer							
3		Price/Each \$ 34,000.00	No Bid	\$ 35,095.00	\$ 38,608.38	\$ 43,900.00	\$ 26,068.00
		Total \$ 102,000.00	\$	\$ 105,285.00	\$ 115,825.14	\$ 131,700.00	\$ 78,204.00
		Delivery 20-22 Weeks		8-10 Weeks	16-18 Weeks	5 Months	8-10 Weeks
		BCL 3.781		3.038	Attached	2.970	3.212
		BWL 19.716		23.082	Attached	33.700	23.571
		Impedance 5.750		5.800	Attached	6.000	5.780
		Price/Each with Load Loss \$ 51,420.00	\$	\$ 52,712.00	\$	\$ 66,690.00	\$ 44,277.50



## MEMORANDUM

**TO:** Mayor and City Council

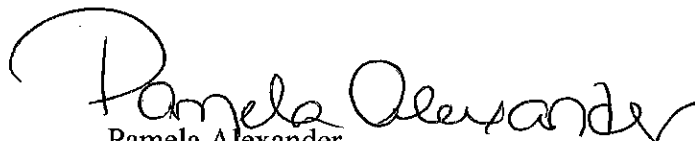
**FROM:** Municipal Services Department

**DATE:** November 7, 2017

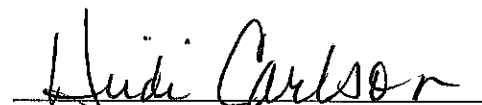
**RE:** Annual License Renewal for Microsoft Software Products

It is the recommendation of Municipal Services to piggyback the State of Idaho Contract #SBPO1388 for a three-year licensing contract with Dell Computer Corporation for required Microsoft software product licenses. This request is the first of a three-year purchase of Microsoft product licenses for a total of \$131,291.31. Funding for the annual license renewals are budgeted in the 2017/18 Municipal Services, Information Technology budget.

Respectfully,

  
Pamela Alexander  
Municipal Services Director

  
Chandra Witt  
General Services Administrator

  
Heidi Carlson  
Purchasing Agent



Dell Software - Customer Confidential

## EA Renewal Quotation

Quote Number: IDFEA111017R

Quote Expires: 11/30/2017

Customer:

Contact:

Customer #:

Email:

Date of Issue:

City of Idaho Falls

Joseph Nilsson

98S98490

[JNilsson@idahofallsidaho.gov](mailto:JNilsson@idahofallsidaho.gov)

November 10, 2017

## EA Renewal Pricing

Product Description	Notes	Mfr #	Quantity	Unit Price	Ext. Price
<b>Enterprise</b>					
CoreCAL ALNG SA MVL Pltfrm UsrCAL	Software Assurance	W06-01072	675	\$43.11	\$29,099.25
CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL	License / SA	W06-01066	25	\$78.37	\$1,959.25
OfficeProPlus ALNG SA MVL Pltfrm	Software Assurance	269-12442	575	\$87.45	\$50,283.75
OfficeProPlus ALNG LicSAPk MVL Pltfrm	License / SA	269-12445	25	\$150.43	\$3,760.75
WINE3perDVC ALNG SA MVL Pltfrm	Software Assurance	KV3-00353	575	\$38.60	\$22,195.00
WINE3perDVC ALNG UpgrdSAPk MVL Pltfrm	Upgrade / SA	KV3-00356	25	\$49.30	\$1,232.50

## Additional Products

ExchgSvrStd ALNG SA MVL	Software Assurance	312-02257	1	\$116.27	\$116.27
ExchgSvrStd ALNG LicSAPk MVL	License / SA	312-02177	3	\$271.35	\$814.05
SfBSvr ALNG SA MVL	Software Assurance	5HU-00216	1	\$599.21	\$599.21
SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	Software Assurance	7JQ-00343	4	\$2,259.79	\$9,039.16
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	Software Assurance	7NQ-00292	2	\$589.31	\$1,178.62
VisioStd ALNG SA MVL	Software Assurance	D86-01253	2	\$47.51	\$95.02
WinSvrDCCore ALNG SA MVL 2Lic CoreLic	Software Assurance	9EA-00278	84	\$126.53	\$10,628.52
WinSvrSTDCore ALNG SA MVL 16Lic CoreLic	Software Assurance	9EM-00267	2	\$144.98	\$289.96

## Year 1 Payment

**\$131,291.31**

Invoice Date: Enrollment Effective Date or if received after Enrollment Effective Date upon our acceptance



**Year 2 Payment** **\$131,291.31**

Invoice Date: 1st Anniversary Date

**Year 3 Payment** **\$131,291.31**

Invoice Date: 2nd Anniversary Date

<b>Notes:</b>	
Purchase is non-taxable as quoted.	
<b>EA Quote for SA Renewal and new license with 3 year pricing shown and annual costs</b>	
<b>Adding 25 new Core CAL, Office Pro Plus, Win E3 upgrade licenses; 3 new Exchange Server Standard</b>	
<b>Previous EA# 4787443 Year 3 True Up, required prior to EA renewal</b>	
<b>EA Renewal Paperwork &amp; PO for Year 1 EA payment \$ 131,291.31 due before 11/30/2017</b>	

Product Subtotal	\$393,873.93
Tax 0.00%	\$0.00
<b>Total 3 Year Price</b>	<b>\$393,873.93</b>

**Quote Prepared By:**

Gerard Ear  
Software Solutions Specialist  
Gerard\_Ear@Dell.com  
512-723-4810

"1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at [www.dell.com](http://www.dell.com), unless Customer has a separate purchase agreement with Dell.  
2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.  
3) If you have a question re: your tax status, please contact your Dell Software sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee)."

4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.  
5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.  
6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.



State of Idaho

**CHANGE ORDER - 03**

PLEASE DO NOT DUPLICATE THIS ORDER.

**Change Order Summary**

**Purchase Order Number:** SBPO1388  
**Account Number:** AC-1  
**Revision Number:** 03  
**Change Order Date:** January 10, 2017  
**Service Start Date:** August 1, 2015  
**Service End Date:** July 31, 2018  
**Payment Method:** Invoice  
**Payment Terms:** No Payment Terms specified  
**Currency:** USD  
**FOB Instruction:** Destination  
**Attachment(s):** ChangeLog.htm :Purchase Order Change

**Supplier**

Andrea Keno  
 DELL INC.  
 ONE DELL WAY  
 Round Rock, TX 78682  
 Phone: 425-281-5708

**Fax:****Email:** Andrea\_Keno@dell.com**Buyer Contact**

Jason Urquhart  
 Tel: 208-332-1608  
 Fax: 208-327-7320  
 jason.urquhart@adm.idaho.gov

**Contract Number:****Bill To Address**

DOP - Various State Agencies  
 State of Idaho  
 Various Locations  
 See Below for Details  
 on Specific Locations.  
 Various, Idaho 83702  
**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**Ship To Address**

DOP - Various State Agencies  
 State of Idaho  
 Various Locations  
 See Below for Details  
 on Specific Locations.  
 Various, Idaho 83702  
**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**Instructions**

SBPO1388, Software Value Added Reseller for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is amended effective January 6, 2017. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

SBPO1388 is amended as follows:

The Contract is amended per the attached Amendment with the heading "Amendment Number Three (3) to Statewide Contract for Software Value Added Reseller Contract Number SBPO1388" (document with the document file name "SBPO1388 AM 3.pdf").



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

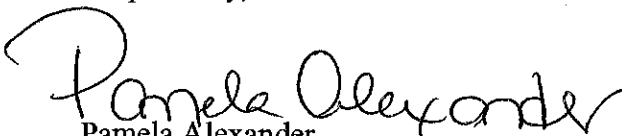
**DATE:** November 9, 2017


**RE:** Quote 18-003, Idaho Falls Power Inventory


Attached is the tabulation for the above subject quote. It is the recommendation of Idaho Falls Power and Municipal Services Departments to accept the lowest responsive, responsible quotes from list below to furnish the inventory for a lump sum amount of \$55,071.11. Funds to purchase the inventory are within the Idaho Falls Power 2017/18 budget.

Anixter Inc.	\$18,474.50
WESCO	\$1,494.36
Northern Power Equipment	\$5,735.00
Codale Electric Supply	\$26,408.75
D & S Electrical Supply	\$625.00
General Pacific	\$2,233.50
Electrical Wholesale	\$100.00
<b>Lump Sum Total</b>	<b>\$55,071.11</b>

Respectfully,

  
Pamela Alexander  
Municipal Services Director

  
Chandra Witt  
General Services Administrator

  
Heidi Carlson  
Purchasing Agent

City of Idaho Falls  
Q18-003 Power Inventory

Vendor	Quantity	1) Amstar Inc Salt Lake City, UT	2) WESCO Idaho Falls, ID	3) Northern Power Centerville, UT	4) Graybar Idaho Falls, ID	5) Codale Electric Supply Salt Lake City, UT	6) D & S Electrical Supply Idaho Falls, ID	7) General Pacific Fairview, OR	8) Electrical Wholesale Idaho Falls, ID
<b>ITEM 1 - ARRESTER: 9KV HEAVY DUTY POLYMER</b>									
Price Per Each	200	\$ 31.70	\$ 31.9400	\$ 29.0000	\$ 38.0000	\$ 32.5700	\$ 38.87	\$ 38.87	
TOTAL		\$ 6,340.00	\$ 6,388.00	\$ 5,800.00	\$ 7,600.00	\$ 6,514.00	\$ 7,774.00	\$ 7,774.00	
Delivery Time		4 WEEKS	1-2 WEEKS	STOCK-3 WEEKS	5-6 WEEKS	STOCK-5 WEEKS	4-6 WEEKS	4-6 WEEKS	NO QUOTE
<b>ITEM 2 - J-BOX: 13" X 24" X 12"(D)</b>									
Price Per Each	5	\$ -	\$ 232.0000	\$ 285.0000	\$ 330.0000	\$ 140.0000	\$ 155.0000	\$ -	\$ -
TOTAL		\$ -	\$ 1,160.00	\$ 1,425.00	\$ 1,650.00	\$ 700.00	\$ 775.00	\$ -	\$ -
Delivery Time		NO QUOTE	3-4 WEEKS	STOCK	1-2 WEEKS	2-4 WEEKS	3-4 WEEKS	NO QUOTE	NO QUOTE
<b>ITEM 3 - STUD BOLT: SHORT SHANK</b>									
Price Per Each	100	\$ 2.8200	\$ 3.98	\$ 2.75	\$ 6.00	\$ 3.2300	\$ 4.10	\$ 4.10	
TOTAL		\$ 282.00	\$ 398.00	\$ 275.00	\$ 600.00	\$ 323.00	\$ 410.00	\$ 410.00	
Delivery Time		2-3 WEEKS	3-4 WEEKS	3 WEEKS	2 WEEKS	2-4 WEEKS	4-6 WEEKS	4-6 WEEKS	NO QUOTE
<b>ITEM 4 - STUD BOLT: 7/9/16"</b>									
Price Per Each	160	\$ 3.4900	\$ 4.1500	\$ 3.80	\$ 7.00	\$ 4.23	\$ 5.46	\$ 5.46	
TOTAL		\$ 558.40	\$ 664.00	\$ 608.00	\$ 1,120.00	\$ 676.80	\$ 873.60	\$ 873.60	
Delivery Time		2-3 WEEKS	79 DAYS	6-8 WEEKS	16-18 WEEKS	8-10 WEEKS	4-6 WEEKS	4-6 WEEKS	NO QUOTE
<b>ITEM 5 - BOLT: 5/8" X 10"</b>									
Price Per Each	100	\$ 0.8860	\$ 0.9980	\$ 1.15	\$ 1.5000	\$ 0.93	\$ 1.00	\$ 1.00	
TOTAL		\$ 88.60	\$ 99.80	\$ 115.00	\$ 150.00	\$ 93.00	\$ 100.00	\$ 100.00	
Delivery Time		1 WEEK	1-2 WEEKS	STOCK-3 WEEKS	1 WEEK	STOCK	STOCK	STOCK	NO QUOTE
<b>ITEM 6 - BOLT: 5/8" X 12"</b>									
Price Per Each	400	\$ 0.9550	\$ 1.0500	\$ 1.2200	\$ 2.05	\$ 0.97	\$ 1.02	\$ 1.02	
TOTAL		\$ 382.00	\$ 420.00	\$ 488.00	\$ 820.00	\$ 388.00	\$ 408.00	\$ 408.00	
Delivery Time		1 WEEK	1-2 WEEKS	STOCK-3 WEEKS	2 WEEKS	STOCK	STOCK	STOCK	NO QUOTE
<b>ITEM 7 - BOLT: 5/8" X 14"</b>									
Price Per Each	200	\$ 1.0350	\$ 1.2560	\$ 1.35	\$ 1.8000	\$ 1.0900	\$ 1.12	\$ 1.12	
TOTAL		\$ 207.00	\$ 251.20	\$ 270.00	\$ 360.00	\$ 218.00	\$ 224.00	\$ 224.00	
Delivery Time		1 WEEK	1-2 WEEKS	STOCK	1 WEEK	STOCK	STOCK	STOCK	NO QUOTE
<b>ITEM 8 - BOLT: 5/8" X 16"</b>									
Price Per Each	100	\$ 1.3200	\$ 1.4400	\$ 1.50	\$ 2.2500	\$ 1.6700	\$ 1.40	\$ 1.40	
TOTAL		\$ 132.00	\$ 144.00	\$ 150.00	\$ 225.00	\$ 167.00	\$ 140.00	\$ 140.00	
Delivery Time		1 WEEK	1-2 WEEKS	STOCK	1 WEEK	STOCK	STOCK	STOCK	NO QUOTE

City of Idaho Falls  
Q18-003 Power Inventory

Vendor	1) Anixter Inc Salt Lake City, UT	2) WESCO Idaho Falls, ID	3) Northern Power Centerville, UT	4) Graybar Idaho Falls, ID	5) Cordale Electric Supply Salt Lake City, UT	6) D & S Electrical Supply Idaho Falls, ID	7) General Pacific Fairview, OR	8) Electrical Wholesale Idaho Falls, ID
<b>ITEM 9 - BOLT: 5/8" X 18"</b>								
Price Per Each	\$ 1.5900	\$ 1.7400	\$ 1.70	\$ 2.75	\$ 1.98		\$ 1.70	
TOTAL	\$ 79.50	\$ 87.00	\$ 85.00	\$ 137.50	\$ 99.00		\$ 85.00	
Delivery Time	1 WEEK	1-2 WEEKS	STOCK	1 WEEK	STOCK	NO QUOTE	STOCK	NO QUOTE
<b>ITEM 10 - BOLT: 5/8" X 24"</b>								
Price Per Each	\$ 3.2400			\$ 6.75	\$ 3.52		\$ 1.95	
TOTAL	\$ 32.40			\$ 67.50	\$ 35.20		\$ 19.50	
Delivery Time	1 WEEK	NO QUOTE	NO QUOTE	5-6 WEEKS	STOCK	NO QUOTE	3-4 WEEKS	NO QUOTE
<b>ITEM 11 - CUTOUT / ARRESTER BRACKET</b>								
Price Per Each	\$ 36.6500	\$ 38.9900	\$ 38.00	\$ 62.5000	\$ 36.24			
TOTAL	\$ 2,199.00	\$ 2,339.40	\$ 2,280.00	\$ 3,750.00	\$ 2,174.40			
Delivery Time	8 WEEKS	8-10 WEEKS	3-4 WEEKS	11-12 WEEKS	7-9 WEEKS	NO QUOTE	NO QUOTE	NO QUOTE
<b>ITEM 12 - CLAMP: #4 STR - #470</b>								
Price Per Each	\$ 8.2500	\$ 10.2500		\$ 15.00	\$ 9.43			
TOTAL	\$ 825.00	\$ 1,025.00		\$ 1,500.00	\$ 943.00			
Delivery Time	2-3 WEEKS	3-4 WEEKS	NO QUOTE	2 WEEKS	2-4 WEEKS	NO QUOTE	NO QUOTE	NO QUOTE
<b>ITEM 13 - DEADEND: #1/0 STR, ACSR</b>								
Price Per Each	\$ 9.9700	\$ 19.4900	\$ 16.75	\$ 30.00	\$ 18.12		\$ 17.98	
TOTAL	\$ 997.00	\$ 1,949.00	\$ 1,675.00	\$ 3,000.00	\$ 1,812.00		\$ 1,798.00	
Delivery Time	1 WEEK	9-11 WEEKS	STOCK-4 WEEKS	14-15 WEEKS	9-10 WEEKS	NO QUOTE	STOCK-3 WEEKS	NO QUOTE
<b>ITEM 14 - DEADEND: #1/0 STR, ACSR</b>								
Price Per Each	\$ 9.9700	\$ 19.4900	\$ 16.75	\$ 30.00	\$ 18.12		\$ 17.98	
TOTAL	\$ 997.00	\$ 1,949.00	\$ 1,675.00	\$ 3,000.00	\$ 1,812.00		\$ 1,798.00	
Delivery Time	1 WEEK	9-11 WEEKS	STOCK-4 WEEKS	14-15 WEEKS	9-10 WEEKS	NO QUOTE	STOCK-3 WEEKS	NO QUOTE
<b>ITEM 15 - DEADEND: 1/4" STRANDVISE</b>								
Price Per Each	\$ 9.0400	\$ 9.7800	\$ 6.50	\$ 11.50	\$ 9.42			
TOTAL	\$ 452.00	\$ 489.00	\$ 325.00	\$ 575.00	\$ 471.00			
Delivery Time	1-3 WEEKS	3-4 WEEKS	6 WEEKS	1 WEEK	2-4 WEEKS	NO QUOTE	NO QUOTE	NO QUOTE
<b>ITEM 16 - DEADEND: 3/8" STRANDVISE</b>								
Price Per Each	\$ 20.2300	\$ 15.4200	\$ 12.00	\$ 30.75	\$ 14.62			
TOTAL	\$ 2,023.00	\$ 1,542.00	\$ 1,200.00	\$ 3,075.00	\$ 1,462.00			
Delivery Time	4-6 WEEKS	6-8 WEEKS	3 WEEKS	6-8 WEEKS	7-8 WEEKS	NO QUOTE	NO QUOTE	NO QUOTE

City of Idaho Falls  
Q18-003 Power Inventory

Vendor	1) Anixter Inc Salt Lake City, UT	2) WESCO Idaho Falls, ID	3) Northern Power Centerville, UT	4) Graybar Idaho Falls, ID	5) Cordale Electric Supply Salt Lake City, UT	6) D & S Electrical Supply Idaho Falls, ID	7) General Pacific Fairview, OR	8) Electrical Wholesale Idaho Falls, ID
<b>ITEM 17 - DEADEND: #6-#2 ACSR</b>								
Price Per Each	400 \$ 2,250.00	\$ 2,090.00	\$ 3.15	\$ 5,094.00	\$ 2,220.00		\$ 2.98	\$ 3.90
TOTAL	\$ 900.00	\$ 836.00	\$ 1,260.00	\$ 2,037.60	\$ 888.00		\$ 1,192.00	\$ 1,560.00
Delivery Time	3-4 WEEKS	1-2 WEEKS	STOCK-1 WEEK	2 WEEKS	2-4 WEEKS	NO QUOTE	2-3 WEEKS	2 WEEKS
<b>ITEM 18 - STIRRUP: #6-20 ALUM</b>								
Price Per Each	250 \$ 13,450.00	\$ 13,450.00	\$ 9.15	\$ 22,000.00	\$ 10,000.00			
TOTAL	\$ 3,362.50	\$ 3,372.50	\$ 2,287.50	\$ 5,500.00	\$ 2,500.00			
Delivery Time	10 WEEKS	9-11 WEEKS	STOCK-2 WEEKS	13-15 WEEKS	9-10 WEEKS	NO QUOTE	NO QUOTE	NO QUOTE
<b>ITEM 19 - CLAMP: HOT LINE, SMALL</b>								
Price Per Each	300 \$ 7,100.00	\$ 8,260.00	\$ 9.50	\$ 13,000.00	\$ 8,360.00		\$ 5.41	
TOTAL	\$ 2,130.00	\$ 2,478.00	\$ 2,850.00	\$ 3,900.00	\$ 2,508.00		\$ 1,623.00	
Delivery Time	6-8 WEEKS	1-2 WEEKS	STOCK-4 WEEKS	10-11 WEEKS	STOCK-4 WEEKS	NO QUOTE	2-3 WEEKS	NO QUOTE
<b>ITEM 20 - LUG: #4-14, COPPER</b>								
Price Per Each	10 \$ 1,900.00	\$ 2,200.00		\$ 3.72	\$ 1.35	\$ 4,700.00	\$ 2.00	\$ 2.10
TOTAL	\$ 19,000.00	\$ 22,000.00		\$ 37.17	\$ 13.50	\$ 47,000.00	\$ 20.00	\$ 21.00
Delivery Time	1 WEEK	1-2 WEEKS	NO QUOTE	1 WEEK	STOCK	2 WEEKS	1 WEEK ARO	1 WEEK
<b>ITEM 21 - LUG: #1-40, COPPER</b>								
Price Per Each	10 \$ 5,900.00	\$ 7,900.00		\$ 13.23	\$ 1.00	\$ 22,000.00	\$ 9.57	\$ 9.75
TOTAL	\$ 59,000.00	\$ 79,000.00		\$ 132.25	\$ 10.00	\$ 220,000.00	\$ 95.70	\$ 97.50
Delivery Time	1 WEEK	1-2 WEEKS	NO QUOTE	1 WEEK	STOCK	2 WEEKS	2-3 WEEKS	1 WEEK
<b>ITEM 22 - CONNECTOR: #6 - #1/0</b>								
Price Per Each	300 \$ 4,340.00	\$ 4,290.00		\$ 7.15	\$ 4.11			
TOTAL	\$ 1,302.00	\$ 1,287.00		\$ 2,145.00	\$ 1,233.00			
Delivery Time	7-8 WEEKS	3-4 WEEKS	NO QUOTE	2 WEEKS	2-4 WEEKS	NO QUOTE	NO QUOTE	NO QUOTE
<b>ITEM 23 - CONNECTOR: STREET LIGHT</b>								
Price Per Each	300 \$ 0.8100	\$ 0.3500	\$ 0.95	\$ 4.00	\$ 0.86	\$ 4.00	\$ 0.36	\$ 3.50
TOTAL	\$ 243.00	\$ 105.00	\$ 285.00	\$ 1,200.00	\$ 258.00	\$ 1,200.00	\$ 108.00	\$ 1,050.00
Delivery Time	2-3 WEEKS	1-2 WEEKS	1 WEEK	3 WEEKS	1 WEEK ARO	2 WEEKS	STOCK	2 WEEKS
<b>ITEM 24 - MULTI-TAP: PADMOUNT, 4</b>								
Price Per Each	60 \$ 10,650.00	\$ 12,180.00	\$ 12.85	\$ 18,500.00	\$ 12.50		\$ 13.57	
TOTAL	\$ 639.00	\$ 730.80	\$ 771.00	\$ 1,110.00	\$ 750.00		\$ 814.20	
Delivery Time	4-6 WEEKS	3-6 WEEKS	3 WEEKS	5-6 WEEKS	3-5 WEEKS	NO QUOTE	4-5 WEEKS	NO QUOTE

City of Idaho Falls  
Q18-003 Power Inventory

Vendor	1) Anixter Inc Salt Lake City, UT	2) WESCO Idaho Falls, ID	3) Northern Power Centerville, UT	4) Graybar Idaho Falls, ID	5) Cordale Electric Supply Salt Lake City, UT	6) D & S Electrical Supply Idaho Falls, ID	7) General Pacific Fairview, OR	8) Electrical Wholesale Idaho Falls, ID
<b>ITEM 25 - FUSELINK: 8 AMP</b>								
Price Per Each	\$ 2,700.00	\$ 3,340.00	\$ 3.95	\$ 5.50	\$ 3.05			
TOTAL	\$ 405.00	\$ 501.00	\$ 592.50	\$ 825.00	\$ 457.50			
Delivery Time	4-6 WEEKS	3-4 WEEKS	STOCK-4 WEEKS	2 WEEKS	STOCK-4 WEEKS			
<b>ITEM 26 - CUTOUT: 100 AMP POLYMER</b>								
Price Per Each	\$ 78,450.00	\$ 76.98	\$ 63.00	\$ 120.50	\$ 73.00			
TOTAL	\$ 8,786.40	\$ 8,621.76	\$ 7,056.00	\$ 13,496.00	\$ 8,176.00			
Delivery Time	1-3 WEEKS	4-6 WEEKS	STOCK-3 WEEKS	5 WEEKS	STOCK-4 WEEKS			
<b>ITEM 27 - FUSE HOLDER: 1C AL TO 1C CU</b>								
Price Per Each	\$ -	\$ -	\$ -	\$ 71.00	\$ 39.20	\$ 31,250.00		\$ 71.00
TOTAL	\$ -	\$ -	\$ -	\$ 1,420.00	\$ 784.00	\$ 625.00		\$ 1,420.00
Delivery Time	NO QUOTE	NO QUOTE	NO QUOTE	2 WEEKS	4-6 WEEKS	2 WEEKS		2 WEEKS
<b>ITEM 28 - GROUND WIRE MOLDING</b>								
Price Per Each	\$ 1,150.00		\$ 2.40	\$ 2.25	\$ 2.35			
TOTAL	\$ 230.00		\$ 480.00	\$ 450.00	\$ 470.00			
Delivery Time	1 WEEK	NO QUOTE	2 WEEKS	2 WEEKS	1-2 WEEKS			
<b>ITEM 29 - GUARD: CUTOUT SWITCH</b>								
Price Per Each	\$ 15,650.00		\$ 15.33	\$ 25,000.00	\$ 15,330.00		\$ 15.39	
TOTAL	\$ 1,565.00		\$ 1,533.00	\$ 2,500.00	\$ 1,533.00		\$ 1,539.00	
Delivery Time	4-5 WEEKS	NO QUOTE	3-4 WEEKS	5-6 WEEKS	3-5 WEEKS		4-6 WEEKS	
<b>ITEM 30 - GUARD: LINE PROTECTION</b>								
Price Per Each	\$ 137,200.00		\$ 136.00	\$ 155.00	\$ 135.76		\$ 137.93	
TOTAL	\$ 6,860.00		\$ 6,800.00	\$ 7,750.00	\$ 6,788.00		\$ 6,896.50	
Delivery Time	4-5 WEEKS	NO QUOTE	3-4 WEEKS	5-6 WEEKS	3-5 WEEKS		4-6 WEEKS	
<b>ITEM 31 - INSULATOR: 60" LENGTH</b>								
Price Per Each	\$ 19,950.00	\$ 22,000.00	\$ 22.00	\$ 30.00	\$ 18.82		\$ 19.93	
TOTAL	\$ 798.00	\$ 880.00	\$ 880.00	\$ 1,200.00	\$ 752.80		\$ 797.20	
Delivery Time	4-6 WEEKS	24 WEEKS	STOCK-3 WEEKS	33-34 WEEKS	20-22 WEEKS		4-6 WEEKS	
<b>ITEM 32 - INSULATOR: STANDOFF</b>								
Price Per Each	\$ 26,650.00	\$ 31.48	\$ 32.00	\$ 68.00	\$ 28.60		\$ 30.29	
TOTAL	\$ 1,599.00	\$ 1,888.80	\$ 1,920.00	\$ 4,080.00	\$ 1,716.00		\$ 1,817.40	
Delivery Time	1 WEEK	1-2 WEEKS	STOCK	2 WEEKS	STOCK		4-6 WEEKS	

City of Idaho Falls  
Q18-003 Power Inventory

Vendor	1) Amstar Inc Salt Lake City, UT	2) WESCO Idaho Falls, ID	3) Northern Power Centerville, UT	4) Graybar Idaho Falls, ID	5) Cordale Electric Supply Salt Lake City, UT	6) D & S Electrical Supply Idaho Falls, ID	7) General Pacific Fairview, OR	8) Electrical Wholesale Idaho Falls, ID
<b>ITEM 33 - FUSE: FNM 20 AMP</b>								
Price Per Each	\$	\$ 3,640.00	\$	\$ 6.83	\$ 5.61	\$ 4,000.00	\$	\$ 6.60
TOTAL		\$ 364.00		\$ 683.00	\$ 561.00	\$ 400.00	\$	\$ 660.00
Delivery Time	NO QUOTE	1-2 WEEKS	NO QUOTE	2 WEEKS	STOCK-3 WEEKS	2 WEEKS	NO QUOTE	2 WEEKS
<b>ITEM 34 - LUMINAIRE: 400 WATT</b>								
Price - Part Obsolete - Do not order								
TOTAL	\$	\$ 594,000.00	\$ 650.00	\$	\$	\$	\$ 570.00	\$
Delivery Time	NO QUOTE	3-4 WEEKS	3-4 WEEKS	NO QUOTE	NO QUOTE	NO QUOTE	3-5 WEEKS ARO	NO QUOTE
<b>ITEM 35 - BALLAST: 100W ASSEMBLY</b>								
Price Per Rolls	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL								
Delivery Time	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE
<b>ITEM 36 - BRACKET: POLE TOP</b>								
Price Per Each	\$ 15,750.00	\$ 14.38	\$ 11.00	\$ 24.00	\$ 15.12	\$	\$ 79.70	\$
TOTAL	\$ 945.00	\$ 862.80	\$ 660.00	\$ 1,440.00	\$ 907.20	\$	\$ 4,782.00	\$
Delivery Time	3-4 WEEKS	7-9 WEEKS	3 WEEKS	13-14 WEEKS	STOCK-10 WEEKS	NO QUOTE	8-10 WEEKS	NO QUOTE
<b>ITEM 37 - EPLATE: GROUNDING, COPPER COATED</b>								
Price Per Each	\$ 4,750.00	\$ 5,890.00	\$ 4.99	\$ 11.77	\$ 4.73	\$	\$ 5.40	\$
TOTAL	\$ 712.50	\$ 883.50	\$ 748.50	\$ 1,765.40	\$ 709.95	\$	\$ 810.00	\$
Delivery Time	1 WEEK	1-2 WEEKS	STOCK-1 WEEK	2 WEEKS	STOCK-3 WEEKS	NO QUOTE	2-3 WEEKS	NO QUOTE
<b>ITEM 38 - ANCHOR ROD: 1" X 7'</b>								
Price Per Each	\$ 26,450.00	\$ 28,790.00	\$ 34.00	\$ 42.00	\$ 26.48	\$	\$	\$
TOTAL	\$ 529.00	\$ 575.80	\$ 680.00	\$ 840.00	\$ 529.60	\$	\$	\$
Delivery Time	6-7 WEEKS	6-8 WEEKS	6 WEEKS	9-10 WEEKS	5-7 WEEKS	NO QUOTE	NO QUOTE	NO QUOTE
<b>ITEM 39 - ALUMINUM: #4 #2 ACSR</b>								
Price Per Each	\$ 4,550.00	\$ 4,840.00	\$ 6,000.00	\$ 9.25	\$ 5,530.00	\$	\$ 7.80	\$
TOTAL	\$ 682.50	\$ 726.00	\$ 900.00	\$ 1,387.50	\$ 829.50	\$	\$ 1,170.00	\$
Delivery Time	2-3 WEEKS	1-2 WEEKS	3-8 WEEKS	2 WEEKS	STOCK-4 WEEKS	NO QUOTE	STOCK	NO QUOTE
<b>ITEM 40 - STRANDLINK: 1/4"</b>								
Price Per Each	\$ 12,250.00	\$ 12,890.00	\$ 8,000.00	\$ 21.00	\$ 25.00	\$	\$	\$
TOTAL	\$ 122.50	\$ 128.90	\$ 80.00	\$ 210.00	\$ 250.00	\$	\$	\$
Delivery Time	3-4 WEEKS	4-6 WEEKS	8 WEEKS	6-8 WEEKS	4-6 WEEKS	NO QUOTE	NO QUOTE	NO QUOTE



City of Idaho Falls  
Q18-003 Power Inventory

Vendor	1) Amstar Inc Salt Lake City, UT	2) WESCO Idaho Falls, ID	3) Northern Power Centerville, UT	4) Graybar Idaho Falls, ID	5) Cordale Electric Supply Salt Lake City, UT	6) D & S Electrical Supply Idaho Falls, ID	7) General Pacific Fairview, OR	8) Electrical Wholesale Idaho Falls, ID
<b>ITEM 41 - ELBOW JACKET KIT:</b>								
<b>COLD</b>								
200	\$ 7,130.00	\$ 8,780.00	\$ 8.50	\$ 25.27	\$ 9.46		\$ 14.52	
Price Per Each	\$ 1,426.00	\$ 1,756.00	\$ 1,700.00	\$ 5,054.00	\$ 1,892.00		\$ 2,904.00	\$ 21.65
TOTAL				2-3 WEEKS	STOCK		2-3 WEEKS	2 WEEKS
Delivery Time	1 WEEK	1-2 WEEKS	STOCK-3 WEEKS					
<b>ITEM 42 - ELBOW: #10 STR, 15KV</b>								
200	\$ 22,100.00	\$ 23.45	\$ 24.00	\$ 55.50	\$ 24.22		\$ 24.30	
Price Per Each	\$ 4,420.00	\$ 4,690.00	\$ 4,800.00	\$ 11,100.00	\$ 4,844.00		\$ 4,860.00	
TOTAL				7-8 WEEKS	4-6 WEEKS		8-10 WEEKS	
Delivery Time	2 WEEKS	1-2 WEEKS	4-5 WEEKS					NO QUOTE
<b>ITEM 43 - WASHER: 5/8" SPRING</b>								
2,000	\$ 0.1650	\$ 0.18	\$ 0.32	\$ 0.55	\$ 0.30		\$ 0.23	
Price Per Each	\$ 330.00	\$ 358.00	\$ 640.00	\$ 1,100.00	\$ 600.00		\$ 460.00	
TOTAL				5 WEEKS	STOCK-4 WEEKS		STOCK	
Delivery Time	1 WEEK	1-2 WEEKS	STOCK					NO QUOTE
<b>ITEM 44 - WASHER: 3" CURVED/SQUARE</b>								
500	\$ 0.6400	\$ 0.6800	\$ 0.70	\$ 1.75	\$ 0.88		\$ 0.75	
Price Per Each	\$ 320.00	\$ 340.00	\$ 350.00	\$ 875.00	\$ 440.00		\$ 375.00	
TOTAL				5 WEEKS	2-4 WEEKS		STOCK-5 WEEKS	
Delivery Time	1 WEEK	1-2 WEEKS	STOCK-3 WEEKS					NO QUOTE
<b>ITEM 45 - SILICONE: LUBRICANT</b>								
24		\$ 7,890.00	\$ 9.25	\$ 18.50	\$ 8.75		\$ 8.89	
Price Per Each		\$ 189.36	\$ 222.00	\$ 444.00	\$ 210.00		\$ 213.36	
TOTAL				2 WEEKS	STOCK		STOCK	
Delivery Time	NO QUOTE	3-4 WEEKS	STOCK					NO QUOTE
<b>ITEM 46 - TAPE: #33, 3/4" X 66'</b>								
600	\$ 3,750.00	\$ 3,840.00	\$ 4,550.00	\$ 5.75	\$ 3,810.00		\$ 3.69	\$ 4.40
Price Per Roll	\$ 2,250.00	\$ 2,304.00	\$ 2,730.00	\$ 3,438.00	\$ 2,286.00		\$ 2,214.00	\$ 2,640.00
TOTAL				1 WEEK	STOCK		2-3 WEEKS	2 WEEKS
Delivery Time	1 WEEK	2-3 WEEKS	1 WEEK					
<b>ITEM 47 - TAPE: #88, 2" X 36 YD</b>								
20	\$ 19,050.00	\$ 19,840.00		\$ 29.37	\$ 19.70		\$ 20.93	\$ 5.00
Price Per Roll	\$ 381.00	\$ 396.80		\$ 587.40	\$ 394.00		\$ 418.60	\$ 100.00
TOTAL				1 WEEK	2-3 WEEKS		2-3 WEEKS ARO	1 WEEK
Delivery Time	1 WEEK	2-3 WEEKS	NO QUOTE					
<b>ITEM 48 - TAPE: SELF FUSING</b>								
10								
Price Per Roll								
TOTAL								
Delivery Time	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	STOCK	NO QUOTE	NO QUOTE	NO QUOTE
<b>Total Awarded</b>								
	\$ 56,611.3000	\$ 56,252.4200	\$ 59,846.5000	\$ 104,337.3150	\$ 61,535.5500	\$ 5,997.0000	\$ 49,590.0600	\$ 11,878.5000
<b>Total Purchase</b>								
	\$ 18,474.5000	\$ 1,494.3600	\$ 5,735.0000	\$ -	\$ 26,408.7500	\$ 625.0000	\$ 2,233.50	\$ 100.00
	\$ 55,071.1100							



## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Craig H. Davis, Airport Director

A handwritten signature in dark ink, appearing to be "CHD", is written over the name "Craig H. Davis".

**DATE:** November 21, 2017

**RE:** Consent Agenda Item – ITD Grant Acceptance and Resolution

Rehabilitation of Taxiway A, C and Runway 2/20 - FAA AIP Project # 3-16-0018-043

Attached for your consideration is a Grant Agreement and Resolution from the Idaho Transportation Department (ITD) in the amount of \$25,000.00 for the Rehabilitation of Taxiway A, C and Runway 2/20 project. This grant will be allocated towards matching funds under the local share requirement within the AIP 43 grant.

The Airport Department respectfully requests authorization for the Mayor and City Clerk to execute said document.

c: City Clerk  
ITD and AIP 43 File



**IDAHO TRANSPORTATION DEPARTMENT**

Division of Aeronautics  
3483 Rickenbacker Street • Boise ID 83705

(208) 334-8775  
[itd.idaho.gov/aero](http://itd.idaho.gov/aero)

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November 8, 2017

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

GRANT AGREEMENT - IDAHO AIRPORT AID PROGRAM  
STATE FISCAL YEAR-18 for the Idaho Falls Regional Airport  
FS PROGRAM NUMBER: F188IDA  
IAAP PROJECT NUMBER: AIP-043

PROJECT DESCRIPTION: Recon Twy A, Connection TWYs A1 & A4, Recon Portion of TWY C & Install Guidance Signs  
This grant is in the amount of \$25,000 to match \$495,906.47 from the City of Idaho Falls.

Dear Mayor,

The Idaho Division of Aeronautics is pleased to offer your airport this matching grant to assist in financing improvements to your airport during State FY-18. This grant is part of our regular program to further the interest in and aeronautical purposes of Public airports by assisting in the development of a statewide system of airports.

Enclosed is a .pdf file of the Grant Agreement and City Resolution for the above referenced project. Please print two full copies of the document and have the City Council ratify both the Grant Agreement and the City Resolution. As Mayor please sign both copies of each document, and have the City Clerk attest to and sign both copies of the document.

Please retain one signed copy for your local records and send one signed copy to the Idaho Division of Aeronautics as an indication that you accept this grant. Please complete these actions by December 15, 2017, as noted on page 2 of the grant agreement. The reimbursement funds will be available about three weeks after receipt of the ratified and signed agreement in this office.

I look forward to working with the City on this project. If you have any questions regarding the acceptance of this grant or how to request grant funds, please call me at (208) 334-8784.

Sincerely,

A handwritten signature in black ink that reads "William P. Statham". The signature is written in a cursive, flowing style.

William P. Statham, Manager  
Airport Planning and Development

**GRANT AGREEMENT**  
**IDAHO AIRPORT AID PROGRAM**  
**STATE FISCAL YEAR-18**

TO: City of Idaho Falls, Idaho  
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF  
AERONAUTICS  
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Idaho Falls Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Recon Twy A, Connection TWYs A1 & A4, Recon Portion of TWY C & Install Guidance Signs  
FS Program Number: F188IDA  
Project Number: AIP-043

NOW THEREFORE, for the purpose of carrying out the provisions of the Uniform State Aeronautics Department Act of 1947, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of \$25,000.

This Grant incorporates the following terms and conditions:

1. The STATE affirms that:
  - A. The maximum obligation of the STATE payable under this Grant shall be \$25,000.
  - B. This grant expires on June 30, 2020, and the STATE shall have no further obligation after that date.
2. The SPONSOR shall:
  - A. Certify the availability of at least \$495,906.47 to match STATE participation in said project.
  - B. Diligently and expeditiously complete this project by June 30, 2020, and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.
  - C. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.

- D. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures otherwise authorized for public entities.
  - E. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.
  - F. Receive no STATE funds in any case until it certifies in writing that it has funds available and will spend at least the amount designed in Paragraph (A) above, solely for the project in question.
  - G. Agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project. Grant no exclusive use or operating agreements, to any person, company, or corporation. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.
  - H. Submit with this accepted Grant Agreement the full name of the local Project Manager/Inspector along with full contact information including work phone number, cell phone number, fax number, email address and postal mailing address. Also include a job related contact that will know the whereabouts of and can contact the Project Manager/Inspector quickly for Grant related matters.
  - I. Use the provided "Project List and Submittals" form to monitor the project's progress. The SPONSOR will submit the form when submittals are made, and provide the completed form, along with the reports, as part of the closeout documents.
- 3. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.
  - 4. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.
  - 5. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR on or before December 15, 2017, or such subsequent date as may be prescribed in writing by the STATE.

**Except** for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

6. Inspection Schedule and Reporting System:

Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

- A. SPONSOR shall report project commencement date.
- B. SPONSOR shall make no less than three progress reports during construction.



- C. SPONSOR shall receive approval prior to any change in the scope of the project
- D. SPONSOR shall report project completion date and request final inspection and payment.
- E. STATE may participate in the final inspection and shall sign off the project as completed.
- F. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD  
Division of Aeronautics

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

Mike Pape, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

Rebecca Casper, Mayor  
City of Idaho Falls, City Council

ATTEST:

Kathy Hampton, City Clerk

I, Kathy Hampton, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. \_\_\_\_\_ adopted at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

### City Resolution

Exact from the minutes of a regular meeting  
of the City Council of City of Idaho Falls, Idaho  
Held on \_\_\_\_\_, 2017.

Councilman \_\_\_\_\_, introduced the following Resolution, was read in full, considered, and adopted:

Resolution number \_\_\_\_\_ of City of Idaho Falls, Idaho accepting the Grant Offer of the State of Idaho through the Idaho Transportation Department, Division of Aeronautics, in the maximum amount of \$25,000 to be used under the Idaho Airport Aid Program, FS Program number: F188IDA, Project number: AIP-043 in the development of the Idaho Falls Regional Airport; and

Be it resolved by the Mayor and City Council of City of Idaho Falls, Idaho (herein referred to as the "City" as follows:

Sec. 1. That the City shall accept the Grant Offer of the State of Idaho in the amount of \$25,000, for the purpose of obtaining State Aid under FS Program Number: F188IDA, Project Number: AIP-043 in the development of the Idaho Falls Regional Airport; and

Sec. 2. That the Mayor of the City of Idaho Falls City Council is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the City. The City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance; and

Sec. 3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

Passed by the City Council and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Rebecca Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

### CERTIFICATE

I, Kathy Hampton, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. \_\_\_\_\_ adopted at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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





STATE OF IDAHO

COUNTY OF BONNEVILLE

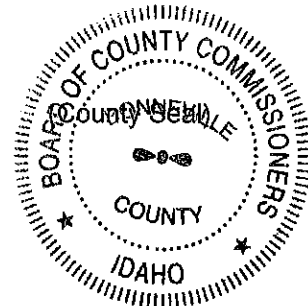
} ss.

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, convened on November 13, 2017, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the candidates and/or issue from at the election held on November 7, 2017, as shown by the records now on file in the County Clerk's office.

Reagan Christensen  
David Rockford  
Brynn Reed

County Board of Canvassers

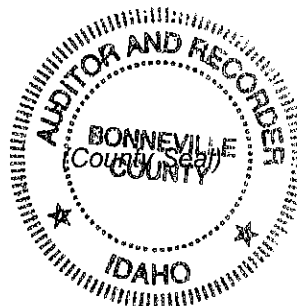
Attest: Penny Manning  
County Clerk



STATE OF IDAHO }  
COUNTY OF BONNEVILLE } ss.

I, PENNY MANNING, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the candidates therein named as they appeared on the election ballot on November 7, 2017, for the City of Idaho Falls as shown by the record of the Board of Canvassers filed in my office this 13th day of November, 2017.

Penny Manning  
County Clerk



City of Idaho Falls  
Expenditure Summary  
From 10/01/2017 To 10/31/2017

Fund	Total Expenditure
General Fund	1,228,445.68
Street Fund	838,414.45
Recreation Fund	25,592.73
Library Fund	30,589.50
MERF Fund	51,853.48
EL Public Purpose Fund	44,118.27
Golf Fund	26,647.20
Self-Insurance Fund	248,798.35
Street Capital Imp Fund	289,579.95
Water Capital Imp Fund	4,074.79
Traffic Light Cap Imp F	39,900.00
Airport Fund	167,105.14
Water & Sewer Fund	2,759,438.27
Sanitation Fund	9,932.04
Ambulance Fund	44,145.31
Electric Light Fund	2,758,358.96
Wastewater Fund	117,634.81
Payroll Liability Fund	2,841,642.38
	11,526,271.31

# **REGULAR AGENDA:**



## MEMORANDUM

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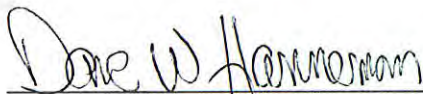
**TO:** Mayor Casper, City Council, and City Clerk Hampton  
**FROM:** Fire Chief Dave Hanneman  
**DATE:** Nov. 8 2017  
**RE:** Council Item for Nov. 21 meeting (Bingham Co Agreement)

---

Mayor and Council Members,

Attached you will find the City's annual Ambulance Service Agreement between The CITY and Bingham County. This year the agreement increases by 3% and reflects monthly payments to the CITY that total \$90,204.00.

The Fire Department respectfully requests that the Council approve this annual Ambulance Service Agreement with Bingham County.

  
Fire Chief

**AMBULANCE SERVICE AGREEMENT BETWEEN  
CITY OF IDAHO FALLS, IDAHO AND BINGHAM COUNTY**

THIS AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND BINGHAM County, Idaho (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY") and BINGHAM COUNTY, IDAHO, a subdivision of the State of Idaho (hereinafter "BINGHAM"), effective October 1, 2017, (the "Effective Date").

WHEREAS, CITY is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, BINGHAM County (BINGHAM) is a subdivision of the State of Idaho; and

WHEREAS, CITY owns and operates a public ambulance service as part of the City of Idaho Falls Fire and Public Safety Division; and

WHEREAS, BINGHAM has determined that, other than service provided by various cities and municipalities within BINGHAM County and other agencies within BINGHAM County, adequate ambulance services are not reasonably available to the inhabitants of BINGHAM County, and, therefore, BINGHAM wishes to contract with CITY for CITY ambulance service for a portion of the residents and inhabitants of BINGHAM by virtue of this Agreement; and

WHEREAS, this Agreement is not intended in any way to avoid, limit, or restrict any of the authority vested in CITY or BINGHAM regarding ambulance services or any other subject matter; and

WHEREAS, nothing in this Agreement is intended to or should be interpreted to be a Joint Powers Agreement otherwise allowed by the Idaho Code.

NOW THEREFORE, pursuant to the authority vested in the parties by Idaho Code Section 67-2332, the parties agree as follows:

1. Establishment of Ambulance Service. CITY agrees to operate, maintain and otherwise provide ambulance services to the residents and inhabitants of BINGHAM County, Idaho, in accordance with the terms and conditions of this Agreement. Such services shall be provided in a reasonably prudent, cost effective and efficient manner, consistent with the standards for other public ambulance services similarly situated. The Fire Chief of CITY shall administer and direct the ambulance services established hereby and shall provide periodic reports to BINGHAM upon request regarding the demand and use of ambulance services within BINGHAM County and regarding the cost of providing such services pursuant to this Agreement.



2. Limitation. Nothing herein shall alter, amend or otherwise relieve BINGHAM from any duty imposed by law to provide for or otherwise assume the expense of providing medical care or services to the indigent, prisoners or any other person for whom BINGHAM has independent duty imposed by law to provide medical care. In the event such duty exists, BINGHAM shall pay CITY the rates and charges associated with providing such services, in accordance with the Schedule of Rates and Charges established pursuant to this Agreement and attached hereto as Exhibit "A," as if fully incorporated and transcribed herein.
3. Term. The term of this Agreement shall commence *nunc pro tunc* on October 1, 2017, and shall terminate on September 30, 2018, unless otherwise extended by agreement between the parties.
4. Payment for Services. In consideration of the operation and maintenance of such ambulance services by CITY pursuant to this Agreement, BINGHAM agrees to pay CITY the sum of Ninety Thousand Two Hundred Four dollars (\$90,204.00), for services provided during the term of this Agreement. Such amount shall be paid in twelve (12) equal installments, the first installment to be due and payable on October 1, 2018, and all succeeding installments to be due and payable on the first day of each succeeding month thereafter. CITY agrees that payments received by BINGHAM pursuant to this Agreement, shall be used solely by CITY for purposes of providing ambulance services to BINGHAM.
5. Dispatching Services. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.
6. Acquisition of Real and Personal Property. CITY shall purchase, provide, own, and retain ownership of all real and personal property, equipment and materials necessary for the operation of the ambulance services to be provided pursuant to this Agreement. CITY shall not access or charge any fee or cost to BINGHAM for providing such real or personal property, equipment and materials, except as expressly set forth in this Agreement.
7. Establishment of Rates and Charges. The parties agree that CITY may establish a system of rates, charges and fees to be charged to all persons who use or are otherwise provided services by and through the ambulance services in this Agreement. For the term of this Agreement, such rates and charges shall be in the amounts set forth by Idaho Falls City Council. In the event a procedure or medication is administered to a patient that is not listed in the CITY's rate chart, then such charges shall be reasonable and shall fairly approximate the CITY's cost of providing and administering the same. In such case, all revenues received from such patients shall belong to CITY, provided, however, that such revenue received by CITY shall be used by CITY solely for the purposes of providing ambulance services to BINGHAM pursuant to this Agreement.

8. Insurance. CITY shall purchase and maintain through the term of this Agreement, liability coverage including errors and omissions coverage and general and professional liability coverage, insuring City from liability for property damage, personal injury, or death arising from any act or omission during the course of providing ambulance services in conjunction with the terms of this Agreement. CITY shall obtain and maintain throughout the term of this Agreement, automobile liability coverage insuring CITY and its officers, agents or employees from liability arising from any act or omission committed during the use or operation of ambulance vehicles under the terms and conditions of this Agreement. Such automobile liability insurance coverage shall have a combined single limit of no less than one million dollars (\$1,000,000) or the amount of the monetary limits set forth in Idaho Tort Claims Act under Idaho Code § 6-926, whichever is less.
9. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its delivery of ambulance services to BINGHAM pursuant to this Agreement. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever other than as contemplated in this Agreement.
10. Interpretation of Agreement. This Agreement has been mutually drafted and reviewed by legal counsel for both parties hereto. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof, it being the parties' intention that this Agreement be construed solely in accordance with the parties' intent as may be evidenced by any extrinsic circumstances demonstrating such intent.
11. Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, BINGHAM County or in the United States District Court for the District of Idaho.
12. Complete Agreement. This writing evidences the complete and final agreement of the parties regarding this subject matter and no other statement, representation or understanding shall be binding, except as expressly set forth in this Agreement or in another written agreement. In particular, this Agreement is intended to supersede all previous ambulance service agreements, by and between the parties hereto.



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

ATTEST:

CITY OF IDAHO FALLS

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

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

ATTEST:

COUNTY OF BINGHAM

By \_\_\_\_\_  
County Clerk

By \_\_\_\_\_  
Chair, Shelley Firth Fire District Commissioners

STATE OF IDAHO )

) ss.

County of Bonneville )

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

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

(Seal)

\_\_\_\_\_  
Notary Public for State of Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO )

) ss:

County of )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the Chair of Shelley Firth Fire District Commissioners, and whose name is subscribed to the within instrument and acknowledged to me that he/she is authorized to executed the same for and on behalf of said County.

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

\_\_\_\_\_  
Notary Public for State of Idaho

Residing at: \_\_\_\_\_ (Seal) My Commission  
Expires: \_\_\_\_\_



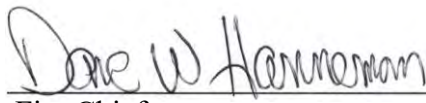
## MEMORANDUM

**TO:** Mayor Casper, City Council, and City Clerk Hampton  
**FROM:** Fire Chief Dave Hanneman  
**DATE:** Nov. 8 2017  
**RE:** Council Item for Nov. 21 meeting (Jefferson Co Agreement)

Mayor and Council Members,

Attached you will find the City's annual Ambulance Service Agreement between The CITY and Jefferson County. The total value of this agreement is \$145,992 given to the City in monthly payments.

The Fire Department respectfully requests that the Council approve this annual Ambulance Service Agreement with Jefferson County.

  
Fire Chief

**AMBULANCE SERVICE AGREEMENT BETWEEN  
CITY OF IDAHO FALLS, IDAHO AND JEFFERSON COUNTY**

THIS AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND Jefferson County, Idaho (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY") and JEFFERSON COUNTY, IDAHO, a subdivision of the State of Idaho (hereinafter "JEFFERSON"), effective October 1, 2017, (the "Effective Date").

WHEREAS, CITY is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, Jefferson County (JEFFERSON) is a subdivision of the State of Idaho; and

WHEREAS, CITY owns and operates a public ambulance service as part of the City of Idaho Falls Fire and Public Safety Division; and

WHEREAS, JEFFERSON has determined that, other than service provided by various cities and municipalities within Jefferson County and other agencies within Jefferson County, adequate ambulance services are not reasonably available to the inhabitants of Jefferson County, and, therefore, JEFFERSON wishes to contract with CITY for CITY ambulance service for a portion of the residents and inhabitants of JEFFERSON by virtue of this Agreement; and

WHEREAS, this Agreement is not intended in any way to avoid, limit, or restrict any of the authority vested in CITY or JEFFERSON regarding ambulance services or any other subject matter; and

WHEREAS, nothing in this Agreement is intended to or should be interpreted to be a Joint Powers Agreement otherwise allowed by the Idaho Code.

NOW THEREFORE, pursuant to the authority vested in the parties by Idaho Code Section 67-2332, the parties agree as follows:

1. Establishment of Ambulance Service. CITY agrees to operate, maintain and otherwise provide ambulance services to the residents and inhabitants of Jefferson County, Idaho, in accordance with the terms and conditions of this Agreement. Such services shall be provided in a reasonably prudent, cost effective and efficient manner, consistent with the standards for other public ambulance services similarly situated. The Fire Chief of CITY shall administer and direct the ambulance services established hereby and shall provide periodic reports to JEFFERSON upon request regarding the demand and use of ambulance services within Jefferson County and regarding the cost of providing such services pursuant to this Agreement.
2. Limitation. Nothing herein shall alter, amend or otherwise relieve JEFFERSON from any duty imposed by law to provide for or otherwise assume the expense of providing medical

care or services to the indigent, prisoners or any other person for whom JEFFERSON has independent duty imposed by law to provide medical care. In the event such duty exists, JEFFERSON shall pay CITY the rates and charges associated with providing such services, in accordance with the Schedule of Rates and Charges established pursuant to this Agreement and attached hereto as Exhibit "A," as if fully incorporated and transcribed herein.

3. Term. The term of this Agreement shall commence *nunc pro tunc* on October 1, 2017, and shall terminate on September 30, 2018, unless otherwise extended by agreement between the parties.
4. Payment for Services. In consideration of the operation and maintenance of such ambulance services by CITY pursuant to this Agreement, JEFFERSON agrees to pay CITY the sum of One Hundred Forty Five Thousand Nine Hundred Ninety Six Dollars (\$145,992), for services provided during the term of this Agreement. Such amount shall be paid in twelve (12) equal installments, the first installment to be due and payable on October 1, 2017, and all succeeding installments to be due and payable on the first day of each succeeding month thereafter. CITY agrees that payments received by JEFFERSON pursuant to this Agreement, shall be used solely by CITY for purposes of providing ambulance services to JEFFERSON.
5. Dispatching Services. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.
6. Acquisition of Real and Personal Property. CITY shall purchase, provide, own, and retain ownership of all real and personal property, equipment and materials necessary for the operation of the ambulance services to be provided pursuant to this Agreement. CITY shall not assess or charge any fee or cost to JEFFERSON for providing such real or personal property, equipment and materials, except as expressly set forth in this Agreement.
7. Establishment of Rates and Charges. The parties agree that CITY may establish a system of rates, charges and fees to be charged to all persons who use or are otherwise provided services by and through the ambulance services in this Agreement. For the term of this Agreement, such rates and charges shall be in the amounts set forth by Idaho Falls City Council. In the event a procedure or medication is administered to a patient that is not listed in the CITY's rate chart, then such charges shall be reasonable and shall fairly approximate the CITY's cost of providing and administering the same. In such case, all revenues received from such patients shall belong to CITY, provided, however, that such revenue received by CITY shall be used by CITY solely for the purposes of providing ambulance services to JEFFERSON pursuant to this Agreement.
8. Insurance. CITY shall purchase and maintain through the term of this Agreement, liability coverage including errors and omissions coverage and general and professional liability coverage, insuring City from liability for property damage, personal injury, or death arising



from any act or omission during the course of providing ambulance services in conjunction with the terms of this Agreement. CITY shall obtain and maintain throughout the term of this Agreement, automobile liability coverage insuring CITY and its officers, agents or employees from liability arising from any act or omission committed during the use or operation of ambulance vehicles under the terms and conditions of this Agreement. Such automobile liability insurance coverage shall have a combined single limit of no less than one million dollars (\$1,000,000) or the amount of the monetary limits set forth in Idaho Tort Claims Act under Idaho Code § 6-926, whichever is less.

9. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its delivery of ambulance services to JEFFERSON pursuant to this Agreement. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever other than as contemplated in this Agreement.
10. Interpretation of Agreement. This Agreement has been mutually drafted and reviewed by legal counsel for both parties hereto. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof, it being the parties' intention that this Agreement be construed solely in accordance with the parties' intent as may be evidenced by any extrinsic circumstances demonstrating such intent.
11. Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, Jefferson County or in the United States District Court for the District of Idaho.
12. Complete Agreement. This writing evidences the complete and final agreement of the parties regarding this subject matter and no other statement, representation or understanding shall be binding, except as expressly set forth in this Agreement or in another written agreement. In particular, this Agreement is intended to supersede all previous ambulance service agreements, by and between the parties hereto.

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

ATTEST:

CITY OF IDAHO FALLS

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

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

ATTEST:

COUNTY OF JEFFERSON

By   
County Clerk

By   
Chair, Board of County Commissioners

STATE OF IDAHO )

) ss.

County of Bonneville )

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

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

(Seal)

\_\_\_\_\_  
Notary Public for State of Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO )

) ss:  
County of Jefferson )

On this 6th day of November, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared Brian Farnsworth known or identified to me to be the Chair of the Board of County Commissioners of Jefferson County, and whose name is subscribed to the within instrument and acknowledged to me that he/she is authorized to execute the same for and on behalf of said County.

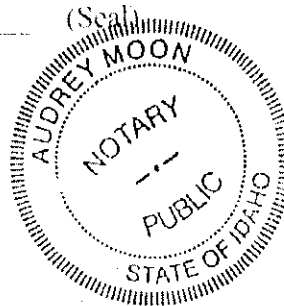
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Audrey Moon  
Notary Public for State of Idaho

Residing at: Rigby, ID  
Expires: 5-22-2021

(Seal)

My Commission







## MEMORANDUM

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**TO:** Rebecca Casper, Mayor  
**FROM:** Ryan Tew, Human Resource Department Director  
**DATE:** November 14, 2017  
**RE:** Vote on proposed change to City's Personnel Policy Manual

---

At the September 25, 2017 Council Work Session, the Human Resource Department made a presentation proposing that an Education Assistance policy be added to the City's personnel manual. This policy represents an improved version of an Education Assistance Policy that currently exists but which is not functional and is not included in the Personnel Manual. The Council expressed its support of the proposed policy but requested that we research the tax consequences to employees for receiving this assistance. We were instructed to explore ways that the city could mitigate tax consequences if they exist.

Through our research, we have learned that the assistance employees currently receive through this program is not taxable income to the employee unless the city pays for the employee's entire degree. Paying for an entire degree has not been the city's practice, nor is it our intention that it become such. However, it would not be possible to circumvent IRS requirements in such cases, should they occur.

At the September 25, 2017 meeting, the council indicated that there was no need to discuss this item with them again. Rather, we were told to just ask that it be presented for a vote at a regular City Council meeting.

Therefore, the Human Resources Department respectfully requests approval of the revised Education Assistance Policy in the City's Personnel Policy Manual. This policy is included for review.

**COUNCIL AGENDA ACTION:** Consider and vote on the addition of the Education Assistance Policy to the City of Idaho Falls Personnel Manual.

**ATTACHED:** Proposed Education Assistance Policy

# City of Idaho Falls Policy



<b>Title:</b>	Education Assistance Policy
<b>Department:</b>	All Departments
<b>Revision Number:</b>	1
<b>Revision Date:</b>	10/24/2017

## I. Purpose

The Education Assistance Program shall be a concerted effort to invest and contribute to City of Idaho Falls Employees' education **relative to their existing job position**.

## II. Policy

Education assistance is available for regular, full-time employees. Recognizing the constraints of budgetary resources, the amount approved for educational assistance shall be determined by each Department's Director. The employee's Department Director shall also evaluate whether a class/education program is **relevant to the employee's current job position**.

## III. Requirements and Procedures

Regular full-time employees with at least one (1) year of service may be eligible to be reimbursed for tuition expenses incurred for classes that are **work-related** as determined by the employee's Department Director.

- A. Education programs must be reviewed to determine **relevance to their job** and approved by the employee's Department Director **prior** to registration.
- B. A final grade of "C" or better for the class must be achieved in order to receive reimbursement. The employee must fully complete a class and receive a final grade before reimbursement will be considered. Withdrawal from a class will not be reimbursed.
- C. Transcripts and receipts must be submitted to the employee's Director following the completion of the course to receive reimbursement.

Employees are expected to schedule class attendance and the completion of study assignments outside of the employee's regular working hours. If it is necessary to schedule a class during normal working hours, the employee and his/her supervisor will mutually agree on a plan to make up the lost work time. It is expected that educational activities will not interfere with the employee's work, and unsatisfactory job performance during enrollment may result in forfeiture of educational assistance and termination of employment.



## MEMORANDUM

---

**TO:** Rebecca Casper, Mayor  
**FROM:** Ryan Tew, Human Resource Department Director  
**DATE:** November 14, 2017  
**RE:** Vote on proposed changes to the City of Idaho Falls Personnel Manual

---

The Human Resources Department respectfully requests approval of the revised Vacation and Sick Leave Policies in the City's Personnel Policy Manual. These policies are included for review.

These policies were discussed in the November 20, 2017 Council Work Session.

**COUNCIL AGENDA ACTION:** Consider and vote on proposed changes to the City of Idaho Falls Vacation and Sick Leave Policies

**ATTACHED:** Proposed Vacation and Sick Leave Policies.

## **XV. VACATIONS:**

- A. Calculation of Vacation. Regular Employees will be eligible for paid vacation in accordance with the following schedule and according to Section X of this Personnel Policy. Accrued hours will be pro-rated for Regular Employees that work less than Full-Time:

<b>Years of Service</b>	<b>Vacation Hours</b>	<b>Days</b>	<b>Accrued Time Per Pay Period</b>
0-4 years	140	17.5	5.38
5-9 years	160	20	6.15
10-14 years	180	22.5	6.92
15-19 years	220	27.5	8.46
20 or more	240	30	9.23

1. Maximum vacation accrual is 240 hours. The maximum eligibility for accumulated vacation pay at termination or retirement shall not exceed 240 hours or (30) days.
  2. Employees are not permitted to use more than 3 days of vacation after their last full week on the job.
- B. Scheduling of Vacation. Eligible employees may take their vacations in accordance with the following:
1. First Vacation: New employees shall become eligible for vacation following the first complete month of their employment without a break in service.
  2. Employees with a balance above 240 hours must request approval for rollover. Under extenuating circumstances and subject to recommendation from: the Department Director, Director of Human Resource and Director of Municipal Service and final approval from the Mayor, the excess amount (amount over 240), may be rolled over to the next year. If such request is approved, the overage amount must be used within the immediately succeeding year, after which no accrued vacation totals will exceed the 240 hour maximum.
  3. An employee returning to the employ of the City following a termination of employment for a period greater than ninety (90) days will re-enter the work force as a new employee with respect to vacation privileges and all other benefits described in this Policy.
- C. Minimum Amount of Leave. Vacation leave will be used in increments of fifteen-minutes.

- D. Pay During Vacations. Vacation pay shall be calculated in accordance with the employee's regular job classification rate and work schedule, exclusive of any shift differential where applicable.
- E. Pay in Lieu of Vacation in Event of Termination. An Employee whose employment is terminated (whether voluntarily or involuntarily) and who is eligible for vacation benefits shall receive a lump-sum payment in lieu of such vacation. Vacation benefits will not exceed 240 hours (30) days.
- F. Voluntary Shared Leave Policy. An employee may donate vacation hours to benefit another employee who has, or who will exhaust all leave time due to a serious illness or injury to the employee or immediate family member.
1. An employee requesting additional leave must exhaust all available leave (i.e. vacation, sick, comp time) before requesting donated leave.
  2. Upon approval, Human Resources will notify City employees of the need for donated hours.
  3. Donated vacation hours will be transferred on an hour-for-hour basis. Employees receiving donated hours will be paid for such hours based on their work schedule and their own base hourly rate.
  4. Maximum amount of donated leave an employee can use is 240 hours annually.
  5. Once a donation is made, it cannot be withdrawn. The requesting employee cannot carry unused donated hours forward. All unused donated hours will be returned to the donors.
  6. All donor names and contributions will be kept confidential.

G. Grandfathering Clause: Vacation

1. The full amount of accrued vacation for each employee will be rolled forward effective January 1, 2018.
2. Employees will continue to accrue vacation hours while reducing the carried over balances pursuant to this paragraph.
3. Balances must be reduced down to 368 hours by December 31, 2018. Maximum vacation payout at separation for 2018 is 368 hours. For members of IAFF Local No. 1565, balances for day crew employees must be reduced down to 416 hours and balances for shift schedule employees must be reduced down to twenty-four (24) shifts by December 31, 2018. Maximum vacation payout at separation for 2018 is 416 hours for such day crew employees and twenty-four (24) shifts for such shift schedule employees.
4. The maximum rollover January 1, 2019 will be 368 hours and balances must be used down to 240 hours by December 31, 2019. Maximum vacation payout at separation for 2019 and beyond will be 240 hours. For members of IAFF Local No. 1565, the maximum rollover January 1, 2019 for day crew employees will be 416 hours and will be twenty-four (24) shifts for shift schedule employees and such balances must be used down to

208 hours for day shift employees and twelve (12) shifts for shift schedule employees by December 31, 2019. Maximum vacation payout at separation for 2019 is 208 hours for such day crew employees and twelve (12) shifts for such shift schedule employees.

5. All grandfathering related to an employee's vacation totals will cease on December 31, 2019, after which the maximum number of hours allowed to accrue is 240 hours and, beginning January 1, 2010, vacation accrual shall be only pursuant to Section XV of this Policy. .

## **XVI. RULES GOVERNING CONTINUOUS SERVICE:**

Continuous service is an unbroken period of actual performance of assigned duties for the number of hours per week designated as the basic or regular work week for an employee's job classification, except that the following absences shall not be construed as a break in continuous service:

- A. Paid or unpaid absences due to personal sickness and sickness or death in family or absences which qualify for leave under the Family Medical Leave Act.
- B. Excused off-duty period without pay for fifteen (15) calendar days or less.
- C. Off-duty periods covered by the provisions of the Military Leave of Absence Policy.
- D. After one (1) year of continuous service, a layoff for lack of work which does not exceed ninety (90) days.

## **XVII. SICK LEAVE:**

- A. Sick Leave Benefit.

Regular full-time employees will be eligible to accrue and use sick leave. The City recognizes that there are times when employees have health problems that require time away from work. An employee is allowed to use sick leave for:

1. Personal medical needs including:
  - Medical, dental, or optical examinations or treatments
  - Physical or mental illness, injury, pregnancy, childbirth, or adoption-related purposes
  - Possibly jeopardizing the health of others by his or her presence on the job because of exposure, as determined by a health care provider.
2. Care of an immediate family member
3. Bereavement

B. Sick Leave Accrual

<b>Description</b>	<b>Accrued Time Per Pay Period</b>	<b>Hours</b>
Full-time employees	3.69	96
Part-time employees	1.85	48

1. Sick leave may accrue up to a maximum of 1,040 hours total.
2. Employees with five (5) or more years of service may choose to convert sick leave, annually during open enrollment into a 457(b) deferred compensation plan, 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. Sick leave will be converted/cashed out at 33% of the employee's regular hourly rate of pay not to exceed a maximum of \$2,500.
3. If the employee meets the requirements for PERSI retirement, one-third (33%) of the sick leave balance is converted to an HRA Veba plan upon retirement.
4. Upon the death of an active employee, sick leave benefits will be paid 100% to the employee's estate, in the form of cash.

C. Notification Requirements.

A department may require employees to request advanced approval for sick leave for their own medical, dental, or optical examination or treatment. To the extent possible, an employee may be required to request advanced approval for sick leave to attend to a family member receiving medical, dental, or optical examination or treatment, to care for a sick immediate family member or with a serious health condition, for bereavement purposes, and for adoption-related proceedings. If the employee complies with the department notification and medical evidence requirements, the department must grant sick leave.

D. Denial of Sick Leave.

For absences in excess of 3 days, a department may require a medical note. If the employee fails to provide the required medical note within 15 calendar days after the department's request, he or she is not entitled to sick leave. Any employee who is on Occupational Injury leave or on sick leave who is found to be working at another job, using sick leave for something other than recuperation from a qualifying illness or injury or otherwise abusing sick leave, is subject to immediate disciplinary action, up to and including dismissal.

F. Minimum Amount of Leave. Sick leave will be used in increments of fifteen-minutes.

G. Grandfathering Clause: Sick

1. Any employee who currently has more than 1,040 hours of sick leave accrued can choose to remain on the sick leave policy in place on or before November 21, 2017 (old sick leave policy) or to move to the sick leave policy in effect adopted on or after November 21, 2017 (the new sick leave policy). If the employee chooses to stay on the old sick leave policy, that employee will be subject to the old sick leave policy guidelines, will continue to accrue sick hours and (if they meet the requirements for PERSI retirement), that employee's sick leave balance will be converted to an HRA VEBA at the employee's retirement.
2. Any employee who has over 940 hours of accrued sick leave under the old sick leave policy can choose (only during December of 2017) to sell up to 96 hours of such accrued sick leave at 33% of the total number of accrued sick leave hours converted, and can continue to accrue sick leave during the first year of the policy change. Any employee who has accrued sick leave over 1,040 hours under the old policy and chooses to be governed by the new policy will lose all accrued sick leave in excess of 1,040 hours and can also choose to sell up to 96 hours of accrued sick leave at 33% in order to continue to accrue this first year of the policy change.

**XVIII. Bereavement Leave:**

- A. Bereavement Leave for regular employees may be allowed at their base rate for a period not exceeding three (3) work days, for a death in their immediate family. The Division Director may authorize two (2) additional work days whenever, in the opinion of the Division Director, the employee needs additional time to travel to and from his or her destination. Such additional travel time will be deducted from accumulated sick leave.





## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Jackie Flowers, General Manager

**DATE:** November 13, 2017

**RE:** Approve Horse Butte Wind Confirmation

In 2010, the Idaho Falls City Council approved Resolution 2010-16 authorizing and approving the Horse Butte Wind Project Power Sales Contract with the Utah Associated Municipal Power Systems (UAMPS). Idaho Falls Power's participation in the project is for 3.032 megawatts or approximately 5% of output from the facility built east of Idaho Falls. In connection with execution of the Power Sales Contracts in 2010, we delivered to UAMPS a Certificate and an Opinion.

At the September 28 Idaho Falls Power board meeting, staff briefed City Council on the UAMPS Early Buy Out Scenario including the savings that will be realized from this action. UAMPS has proceeded with successful sales of associated bonds with closing for all bonds scheduled for November 29. As a result, Idaho Falls Power is required to confirm our 2010 Certificate and Opinion as of the November 29 closing date.

Idaho Falls Power respectfully requests City Council approve the Bring Down Certificate and authorize the Mayor to sign the document.

JRF/955

Enclosure

C: City Clerk  
City Attorney  
File



November 29, 2017

Utah Associated Municipal Power Systems  
155 North 400 West, Suite 480  
Salt Lake City, Utah 84103

ZB, National Association, dba Zions Bank,  
as Trustee  
One South Main Street, 12th Floor  
Salt Lake City, Utah 84133

Ladies and Gentlemen:

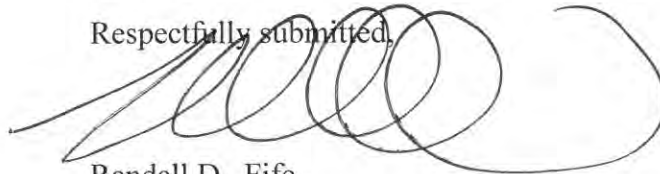
I have acted as legal counsel to the City of Idaho Falls, Idaho (the "*Participant*") in connection with the Horse Butte Wind Project Power Sales Contract dated as of August 1, 2010 (the "*Power Sales Contract*") between the Participant and Utah Associated Municipal Power Systems ("*UAMPS*") since April 1, 2013. I have been advised that UAMPS has made arrangements for the issuance and sale on the date hereof of its Horse Butte Wind Project Revenue and Refunding Bonds, Series 2017A, Series 2017B and Series 2017C (the "*Bonds*").

Pursuant to Section 15(d) of the Power Sales Contract in connection with the initial financing of the cost of construction of the Horse Butte Wind Project, there was rendered to UAMPS an approving legal opinion, dated October 20, 2010 (the "*Prior Opinion*"), with respect to the Participant. In connection with the issuance and sale by UAMPS of the Bonds, I hereby adopt and reaffirm the Prior Opinion, as though it was dated the date hereof, in the form it was so rendered on October 20, 2010.

In addition to the foregoing, I have examined the material describing the Participant and its electric system contained in APPENDIX A to the Official Statement (together with any supplements or amendments thereto as of the date hereof, the "*Official Statement*") of UAMPS relating to the Bonds and such other documents, information, facts and matters of law as are necessary for me to render the following opinion. Based upon the foregoing, I am of the opinion that the statements and information with respect to the Participant and its electric system contained in APPENDIX A to the Official Statement under such caption (excluding financial, operating, statistical or accounting data contained or incorporated therein, as to all of which I do not express any opinion or belief) are true and correct in all material respects as of the date of the Official Statement and as of the date hereof, and no facts have come to my attention which would lead me to believe that, as of the date of the Official Statement and as of the date hereof, such statements and information contained or contain any untrue statement of a material fact or omitted or omit to state any material fact necessary in order to make such statements, in the light of the circumstances under which they were made, not misleading.

I hereby authorize the reference to this opinion and to the Prior Opinion set forth under the caption, "LEGAL MATTERS," in the Official Statement. I hereby further authorize Chapman and Cutler LLP, as bond counsel, and Citigroup Global Markets Inc., as underwriter of the Bonds, to rely on the Prior Opinion and on this opinion in each case as though addressed to them.

Respectfully submitted,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned over the text "Respectfully submitted,".

Randall D. Fife  
Idaho Falls City Attorney

## BRING DOWN CERTIFICATE OF THE PARTICIPANT

DATED: NOVEMBER 29, 2017

STATE OF IDAHO )  
 )  
COUNTY OF BONNEVILLE )

The undersigned hereby certify that they are the Mayor and City Clerk/ of the City of Idaho Falls, Idaho (the "*Participant*"), a member of Utah Associated Municipal Power Systems ("*UAMPS*"), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This certificate has been executed in connection with the issuance by UAMPS of its Horse Butte Wind Project Revenue and Refunding Bonds, Series 2017A, Series 2017B and Series 2017C (the “*Bonds*”), as more fully described in the Official Statement of UAMPS prepared in connection with the offering and sale of the Bonds (the “*Official Statement*”).

2. Pursuant to Section 15(d) of the Horse Butte Wind Project Power Sales Contract, dated as of August 1, 2010 (the “*Power Sales Contract*”), between the Participant and UAMPS, in connection with the initial financing of the cost of construction of the Horse Butte Wind Project, there was executed and delivered a certificate dated October 20, 2010 (the “*Original Certificate*”). The undersigned hereby reaffirm the statements made in the Original Certificate as though made on the date hereof in the form they were rendered in the Original Certificate, subject to any changes between the date of the Original Certificate and the date hereof in the identity of the Participant’s representative to UAMPS.

3. The undersigned have reviewed the statements and financial and operating information relating to the Participant and its electric utility system (the “*System*”) contained in APPENDIX A to the Official Statement and such statements and information (a) are true and correct in all material respects and fairly and accurately present the financial and operating position of the System for the periods and as of the dates presented and (b) do not omit to state a material fact necessary in order to make such statements and information not misleading. As of the date hereof, there has been no change in the business, financial position, results of operations or condition of the System that would (x) materially affect the accuracy and completeness of such statements and information or (y) materially and adversely affect the ability of the Participant to meet its obligations under the Power Sales Contract.

*Signature page follows.*



Dated as of the day and year first above written.

CITY OF IDAHO FALLS, IDAHO

By \_\_\_\_\_  
Mayor

[SEAL]

By \_\_\_\_\_  
City Clerk



## CITY OF IDAHO FALLS

P.O. BOX 50130  
IDAHO FALLS, IDAHO 83405-0130

OFFICE OF CITY ATTORNEY

(208) 523-0620  
FAX (208) 523-9518

OCTOBER 20, 2010

Utah Associated Municipal Power Systems  
2825 East Cottonwood Parkway, Suite 200  
Salt Lake City, Utah 84121

Ladies and Gentlemen:

I have acted as counsel to the City of Idaho Falls, Idaho (the "*Participant*") in connection with the Horse Butte Wind Project Power Sales Contract, dated as of August 1, 2010 (the "*Power Sales Contract*"), between the Participant and Utah Associated Municipal Power Systems ("*UAMPS*"). Pursuant to the Power Sales Contract, UAMPS has undertaken the Project and has sold all of Electric Power and Electric Energy and Environmental Attributes of the Project to the Participant and others that have executed Power Sales Contracts with UAMPS.

This opinion is being delivered to you pursuant to Section 15(d) of the Power Sales Contract in connection with the initial financing of the cost of construction of the Project. Capitalized terms used and not defined herein have the meanings assigned to such terms in the Power Sales Contract.

As counsel to the Participant, I have examined (i) those documents relating to the existence, organization and operation of the Participant and its System, (ii) all resolutions and proceedings of the Participant relating to the due authorization, execution and delivery by the Participant of the Power Sales Contract, including particularly Resolution No. 2010-16 adopted on August 26, 2010 and the findings and determinations of the City Council set forth in Section 1 of such Resolution that no indebtedness or liability of City is created under the Power Sales Contract, (iii) an executed counterpart of the Power Sales Contract, and (iv) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant is a municipal corporation and a political subdivision of the State of Idaho (the "*State*"), duly created and validly existing under the laws of the State and duly qualified to own, operate and furnish electric service through the System.

2. The Participant has full legal right, power and authority to enter into the Power Sales Contract and to carry out and consummate all of the transactions contemplated thereby, and the Participant has complied with the provisions of applicable law which would be a condition

precedent to entering into the Power Sales Contract or carrying out and consummating such transactions.

3. Each of the Power Sales Contract, the Joint Action Agreement and the Pooling Agreement has been duly authorized, executed and delivered by the Participant and constitutes the legal, valid and binding obligation of the Participant and is enforceable under the present law of the State in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

4. The Participant's obligation to make payments to UAMPS under the Power Sales Contract is a special obligation payable solely from the revenues and other available income of the System as a cost of purchased electric energy and an operating expense of the System. The application of the revenues and other available funds of the System to make such payments is not subject to any prior lien, encumbrance or restriction.

5. There are no Required Approvals.

6. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which (a) purports to affect the authorization, legality, validity or enforceability of the Power Sales Contract, the Joint Action Agreement or the Pooling Agreement or (b) involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, affairs, properties or assets, or in the condition, financial or otherwise, of the System.

7. The execution, delivery and performance by the Participant of the Power Sales Contract will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

8. No event has occurred or is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant is a party or by which it or the properties of the System is bound or affected, which breach or default would have a material adverse impact on UAMPS' ownership or operation of the Project or the ability of the Participant to fully perform its obligations under the Power Sales Contract.

9. The Participant has lawful authority to fix and collect rates, fees and charges for the services provided by the System. Such rates, fees and charges for utility services provided to customers located within the corporate boundaries of the Participant are not subject to regulation by any authority of the State or the United States and have been duly and validly adopted by the Participant and are in full force and effect.

10. The Participant has lawful authority to own the System and, to my knowledge, the Participant (a) has good and merchantable title to the properties comprising the System and (b) holds all permits, licenses and approvals necessary for the operation of the System.

I hereby authorize Project Company, Citibank, N.A., and Chapman and Cutler LLP, as bond counsel, to rely on this opinion as though addressed to them.

Respectfully submitted,

A handwritten signature in cursive script, reading "Dale Storer".

Dale W. Storer  
City Attorney



CERTIFICATE OF PARTICIPANT

DATED: OCTOBER 20, 2010

STATE OF IDAHO                    )  
  )  
COUNTY OF BONNEVILLE        )

The undersigned hereby certify that they are the Mayor and City Clerk of the City of Idaho Falls, Idaho (the "*Participant*"), a member of Utah Associated Municipal Power Systems ("*UAMPS*"), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate has been executed pursuant to Section 15(d) of the Horse Butte Wind Project Power Sales Contract, dated as of August 1, 2010 (the "*Power Sales Contract*"), between the Participant and UAMPS, in connection with the initial financing of the cost of construction of the Project. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

2. The Participant is a municipal corporation and a political subdivision duly created and validly existing under the laws of the State of Idaho (the "*State*"), and is governed by a City Council (the "*Governing Body*") composed of six (6) members.

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Power Sales Contract and related matters (the "*Contract Resolution*"). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body held on August 26, 2010, at which a quorum was present and acted throughout, all in accordance with law and applicable procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

4. The names of the Mayor and the City Clerk authorized to execute and deliver the Power Sales Contract on behalf of the Participant are as follows:

NAME	OFFICE
Jared D. Fuhriman	Mayor
Rosemarie Anderson	City Clerk

5. The August 26, 2010, meeting of the Governing Body in connection with the authorization of the Power Sales Contract was open to the public at all times and was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body.

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of state law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the "System") that distributes and furnishes electric energy to consumers located within the established service area of the System.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009 and all amendments thereof and supplements thereto (the "*Joint Action Agreement*") and that certain Power Pooling Agreement (the "*Pooling Agreement*") between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. Jackie Flowers has, as of September 29, 2010, been duly appointed by the Governing Body as the Participant's Representative to UAMPS.

10. The representations and warranties of the Participant in Section 18(a) of the Power Sales Contract are true and correct on and as of the date of this certificate.

11. The Participant will use all of the electric energy from its Entitlement Share in a Qualified Use.

12. The information provided by the Participant to UAMPS pursuant to Section 15(b) and (c) of the Power Sales Contract and attached as EXHIBIT II thereto with respect to the Participant and the System is true, correct and complete. The Participant has duly authorized UAMPS to use such information in connection with the preparation of an official statement of UAMPS with respect to the bonds to be issued to provide financing for the costs of acquisition and construction of the Project and to provide such information to interested parties.

13. Pursuant to the Contract Resolution, the Governing Body has authorized and approved an Entitlement Share representing up to 3,000 kW of capacity, as such capacity amount may be rounded by the Project Management Committee pursuant to the Power Sales Contract to provide a whole number of turbine generator sets.

(Signature page follows.)

Dated as of the day and year first above written.

CITY OF IDAHO FALLS, IDAHO

By   
Mayor

By   
City Clerk

[SEAL]



**EXHIBIT A**

[Attach Contract Resolution]

RESOLUTION NO. 2010-16

A RESOLUTION AUTHORIZING AND APPROVING THE HORSE BUTTE WIND PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

\*\*\*\*\*

WHEREAS, the City of Idaho Falls, Idaho (the "*Participant*") is a member of Utah Associated Municipal Power Systems ("*UAMPS*") pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the "*Joint Action Agreement*");

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is the acquisition and construction of electric generating, transmission and related facilities in order to secure reliable, economic sources of electric power and energy for its members;

WHEREAS, UAMPS proposes to acquire a long-term supply of renewable energy from a wind-powered electric generating facility to be located Bonneville County, Idaho known as the Horse Butte Wind Project (the "*Project*," as further defined in the Power Sales Contract), by entering into a Power Purchase Agreement providing for the purchase and sale of all of the electric power, energy and environmental attributes from the Project;

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) certain descriptions and summaries of the Project, the Power Sales Contract and the Project Agreements ("Project Agreements" and other capitalized terms used and not defined herein shall have the meanings assigned to them in the Power Sales Contract), and representatives of the Participant have participated in discussions and conferences with UAMPS and others regarding the Project and have received from UAMPS all requested information and materials necessary for the decision of the Governing Body to authorize and approve the Power Sales Contract;

WHEREAS, the Participant is authorized to enter into the Power Sales Contract under the applicable provisions of Idaho law, including particularly Section 50-342A, Idaho Code, as amended, which provides that, in order to obtain long-term electric supplies at cost-based rates, a municipal electric utility system may acquire a contractual right to the capacity, output or services of joint electric facilities (such as the Project) under a participation agreement (such as the Power Sales Contract) upon the Governing Body's consideration of (i) the Participant's long-term power supply and transmission requirements, (ii) the efficiencies and economies of scale expected to be achieved by participating with others in the acquisition and construction of the Project, (iii) the estimated cost, commercial operation date and useful life of the Project, (iv) the technical, financial and regulatory feasibility of constructing and operating the Project, and (v) the availability, reliability and cost of existing or alternate power supply and transmission resources;

WHEREAS, the Participant acknowledges that the obligation of the Participant to make the payments provided for in the Power Sales Contract will be a special obligation of the Participant and an operating expense of the Participant's electric system, payable from the revenues and other available funds of the electric system, and that the Participant shall be unconditionally obligated to make the payments required under the Power Sales Contract whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever, and the Participant desires to make provision for moneys to be set aside from its current revenues and funds to provide for the payment of its share of the capital costs of the Project;

WHEREAS, in order for the Project to qualify for the cash grant for renewable energy projects provided by the American Recovery and Reinvestment Act of 2009 (the "Act"), it is necessary that the Participant authorize, approve, execute and deliver the Power Sales Contract at this time so that construction of the Project can commence promptly in order to meet the deadlines established by the Act; accordingly, the Participant now desires to authorize and approve the Power Sales Contract;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Idaho Falls, Idaho, as follows:

*Section 1. Findings and Determinations.* (a) Responsive to the provisions of Section 50-342A, Idaho Code, as amended, the Governing Body hereby finds, determines and declares that:

(i) the Power Sales Contract constitutes a long-term, cost-based "participation agreement" for the right to receive a share of the output of the Project which constitutes "joint electric facilities," all within the meaning of Section 50-342A;

(ii) prior to its authorization of the Power Sales Contract, the Governing Body has, in satisfaction of the requirements of paragraph (3) of Section 50-342A, considered each of the matters described in the fifth recital of this resolution; and

(iii) the terms and provisions of the Power Sales Contract satisfy the requirements of paragraph (4) of Section 50-342A.

(b) Based upon the foregoing and the review and recommendations of management of Idaho Falls Power, the Governing Body hereby finds, determines and declares as follows:

(i) the Project is reasonably expected to provide a long-term supply of renewable energy at economic and cost-based rates that will be advantageous to the operations of Idaho Falls Power;

(ii) the favorable cost of energy from the Project is a direct result of the cash grant for renewable energy projects provided by the Act and the cost of energy from the Project would increase significantly if the Project does not qualify for the cash grant;



(iii) in order for the Project to qualify for the cash grant, UAMPS must now take a number of actions to cause construction of the Project to commence immediately, including entering into wind turbine supply agreements, construction contracts and other arrangements;

(iv) UAMPS has advised the Participants that it is unable to take the steps necessary to commence construction of the Project as required by the Act until the Power Sales Contracts have been executed and delivered by all Participants; and

(v) as a result of the foregoing, there is a necessity for the Participant to execute the Power Sales Contract immediately and within the current budget year, and it is not possible for the Participant to wait until the next permitted election date to submit the Power Sales Contract to an authorizing vote of its electors.

Accordingly, the Governing Body hereby finds, determines and declares that an urgency exists and that it must now authorize and approve the Power Sales Contract so that construction of the Project may commence immediately.

(c) The Governing Body further finds, determines and declares that (i) the amounts on deposit in the Rate Stabilization Fund are now and are reasonably expected at all times to be sufficient to enable the Participant to meet all of its payment obligations under the Power Sales Contract, (ii) the Participant reasonably expects to apply amounts on deposit in the Rate Stabilization Fund to fund a prepayment to UAMPS for all the Participant's share of the capital costs of the Project and (iii) accordingly, no "indebtedness or liability" of the Participant, within the meaning of Idaho law, is created under the Power Sales Contract. Concurrently with the effective date of the Power Sales Contract, there shall be set aside from the amounts now on deposit in the Rate Stabilization Fund an amount reasonably estimated to be sufficient to pay all of such prepayment.

*Section 2. Execution and Delivery of the Power Sales Contract; Participant's Representative.* (a) The Power Sales Contract, in substantially the form attached hereto as *Annex A*, is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Power Sales Contract on behalf of the Participant, and the City Clerk is hereby authorized, empowered and directed to attest such execution and to affix the corporate seal of the Participant to the Power Sales Contract, with such changes to the Power Sales Contract from the form attached hereto as *Annex A* as shall be necessary to conform to the Participant's legal status, to complete the form of the Power Sales Contract or to correct any minor irregularities or ambiguities therein and as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

(b) An Entitlement Share representing up to 3000 kW of capacity, as such capacity amount may be rounded by the Project Management Committee pursuant to the Power Sales Contract to provide a whole number of turbine generator sets, is hereby authorized and approved.

(c) The appointment of Jo Elg as the Participant's Representative to UAMPS and of Jackie Flowers as an alternate Representative is hereby confirmed. Such Representative (or, in

his or her absence, such alternate) is hereby delegated full authority to (i) approve any appendix to the Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the utilization of the Participant's Entitlement Share and (ii) act on all matters that may come before the Project Management Committee established by the Power Sales Contract, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee.

*Section 3. Compliance with Tax Covenants.* The Participant agrees in the Power Sales Contract that it will apply all of the energy acquired under the Power Sales Contract to a Qualified Use and that it will not take or omit to take any action which could adversely affect the Tax Status of any Bond or Bonds theretofore issued or thereafter issuable by UAMPS. In furtherance of that agreement, the Governing Body of the Participant hereby agrees that the energy acquired under the Power Sales Contract shall be used solely to serve retail customers of the Participant located in areas that have been served by the Participant since January 1, 2001, and hereby allocates such energy to such use.

*Section 4. Miscellaneous; Effective Date.* (a) This resolution shall be and remain irrevocable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

*Signature page follows.*



ADOPTED AND APPROVED this 26th day of August, 2010.

CITY OF IDAHO FALLS, IDAHO

By   
Mayor

ATTEST:

  
City Clerk

[SEAL]





## MEMORANDUM

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**TO:** Honorable Mayor and City Council

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

**DATE:** November 21, 2017

**RE:** MASTER CANAL PATHWAY AGREEMENT

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Mayor and Council:

Attached for your review is a Master Canal Pathway Agreement between the City of Idaho Falls and Idaho Irrigation District for the purposes of developing pathways on the Districts fee simple and easement entitlements. The agreement has been reviewed and approved by attorney Robb Harris as well as the City attorney.

The Departments of Parks & Recreation and Public Works jointly and respectfully requests authorization for the Mayor and City Clerk to execute the documents.

Respectfully,

A handwritten signature in blue ink, appearing to read "G. Weitzel", is placed above the printed name.

Greg A Weitzel  
Department of Parks and Recreation

cc: City Clerk  
City Attorney

# MASTER CANAL PATHWAY AGREEMENT

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THIS MASTER CANAL PATHWAY AGREEMENT (this “Master Agreement”) is made and entered into to be effective as of the 1<sup>st</sup> day of December, 2017 (the “Effective Date”), by and between the **Idaho Irrigation District**, an Idaho irrigation district organized pursuant to Title 43 of the Idaho Code, whose address is 496 East 14<sup>th</sup> Street, Idaho Falls, Idaho 83404 (hereinafter “District”), and the **City of Idaho Falls**, a political subdivision and municipality existing under and by virtue of the laws of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter “City”). District and City are individually a “Party” and together the “Parties”.

## RECITALS:

A. District is an irrigation district which owns a number of surface water (or “natural flow”) water rights authorized for irrigation purposes. District is also a party to contracts with the United States of America for storage water accruing to space in the upper Snake River basin.

B. District is also the owner of a distribution system consisting of numerous irrigation canals (collectively, the “canals”) which are vital to delivery of District’s water diverted and delivered pursuant to its water entitlements to District’s patrons.<sup>1</sup>

C. The canals exist on property owned by District in fee title or by virtue of prescriptive easements, whether adjudicated or unadjudicated, and/or recorded easements.

D. In addition to the primary easement for the canals, District is also entitled to an undefined, but reasonable and necessary, width outside of the primary easement for secondary rights of access for installation, repair, and maintenance of the canals as provided for under Idaho Code §§ 42-1102 and 42-1204. Consistent with such rights of access, District monitors and adjusts water flows in the canals, removes sediment and debris, maintains and refurbishes the canals and their banks, maintains maintenance roads or paths next to the canals, and performs other inspection, operation, maintenance, and repair activities with the appropriate personnel and equipment. Both the primary easement for the canals and the secondary rights of access for maintenance described herein are referred to hereafter simply as District’s “easements.”

E. City desires to develop pathways for public use along and across some of District’s canals and within some of District’s easements. The construction and maintenance of such pathways may be compatible with District’s primary interests and operations because it will primarily improve District’s current unimproved roads or paths along District’s canals and will aid in the monitoring, repair, and maintenance of District’s canals.

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<sup>1</sup> Idaho Code § 42-1209: “Easements or rights-of-way of irrigation districts, Carey act operating companies, nonprofit irrigation entities, lateral ditch associations, and drainage districts are essential for the operations of such irrigation and drainage entities.”

F. In order for City to develop such pathways, City desires to obtain District's cooperation and permission.

G. District and City intend, by entering into this Master Agreement, to accomplish the following in a manner that is consistent with their respective legal and fiduciary responsibilities to enhance City's pathway planning through early consultation between City and District; to establish a process for City's submission of pathway requests and District's consideration of such requests; and to provide the general conditions for District's approval and authorization of pathway requests affecting District's canals, property, operations, and maintenance.

### **AGREEMENTS:**

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

1. General. City agrees to consult with District in City's pathway planning, to submit pathway requests to District, and to obtain District's approval of such requests pursuant to the terms and conditions hereinafter provided. District agrees to consult with City in City's pathway planning, to review City's pathway requests, and to approve those which do not interfere with District's use and management of District's property, business and affairs, District's delivery or drainage of water, or District's access, use, operation, maintenance and repair of its canals and irrigation works, and which do not create unacceptable risks to public safety, pursuant to the terms and conditions hereinafter provided. District's approval shall not be unreasonably withheld. Nothing in this Master Agreement shall be construed, implemented, or enforced to unlawfully diminish or impair District's authority, powers, or discretion in meeting its legal and fiduciary responsibilities in the management and protection of its irrigation system, canals, property, assets, or business and affairs. The Parties agree to implement the provisions of this Master Agreement in a reasonable, good faith manner.

2. Initial Term and Automatic Renewal.

(a) Subject to the provisions of Paragraph 2(b) below, the initial term of this Master Agreement shall be for ten (10) years from the Effective Date, which shall end at 11:59 p.m. on November 30, 2027.

(b) Automatic Renewal. This Master Agreement shall automatically renew for additional one-year terms unless either Party provides written notice to the other Party on or before July 1, 2026 that said Party has elected to terminate the Master Agreement. If no such written notice to terminate is provided by the deadline set forth herein, this Master Agreement shall thereafter automatically renew for successive additional one-year terms unless and until either Party provides written notice to the other Party that the Master Agreement has been terminated on or before July 1<sup>st</sup> of the final lease year of the current term.

(c) Specific Pathway Agreement Terms. The Parties acknowledge that the terms of specific pathway plans approved through the process described in paragraph 4 below may be different than the term of this Master Agreement.

3. Consultation in City Pathway Planning. The Parties acknowledge that planning of pathways along or across District canals, easements, and fee title lands requires consultation between the Parties as early as possible in City's pathway-planning process to identify potential pathway locations and determine project feasibility before City submits pathway requests to District as provided in Section 3 of this Master Agreement. The Parties shall consult with each other in City's planning process as follows:

(a) City shall provide District notice and an opportunity to comment on pathway plans, maps, proposals, and requirements as early as possible in City's pathway-planning process. This shall include, but is not limited to, situations in which City requires, requests, or authorizes third parties to construct pathways across or along District's canals, and associated real property interests.

(b) To the extent District comments on City's pathways plans, maps, proposals, and requirements, it shall provide such comments in writing and shall: (1) advise City whether District requires additional information in order to respond; (2) identify circumstances and options in which construction and maintenance of pathways across or along District canals may be compatible with District's primary purposes, interests, operations, and obligations without creating unacceptable risks to public safety; (3) identify circumstances in which space constraints, and operation, maintenance, and safety issues preclude, limit, or otherwise diminish the potential for the construction of pathways along or across District canals under consideration; (4) identify circumstances where additional protections may be necessary to prevent access to District diversion structures, controlling works, checks, or other irrigation infrastructure; and (5) identify circumstances where fences may be necessary or warranted on a specific pathway section.

(c) City shall advise District in writing if, prior to submitting a pathway request, City desires a statement from District regarding the feasibility of a specific pathway along or across a District canal, easement, or fee title land based on City's submission of preliminary plans. A statement that a proposed pathway is feasible shall not constitute District approval as provided in paragraph 3 below, nor affect the Parties' rights and obligations in the submission, review, and approval of pathway requests as provided in paragraph 3 or elsewhere in this Master Agreement.

4. Submission, Review, and Approval of Specific Pathway Requests Within or Affecting District Property or Canals. District has preliminarily identified possible pathway locations on the map attached hereto as **Exhibit 3**. The inclusion of this preliminary map is conceptual only, and does not obligate District to approve the depicted pathways on **Exhibit 3**. The approval of any pathway under this Master Agreement, whether depicted on **Exhibit 3** or not, is subject to the following procedures, terms, and conditions which shall apply to the submission, review, and approval of specific pathway requests:

(a) Written Request. Prior to constructing, requiring, or authorizing any pathway and/or related landscaping, and structures within or affecting any District property, right-of-way, canal, or irrigation works, City agrees to submit a written request to District, and to obtain District's written permission and approval.

(b) Time Period for Written Request. City shall submit its request far enough in advance of the proposed initiation of construction to provide District a reasonable time to evaluate and respond to the request. Generally speaking, such a request shall be submitted six (6) months prior to the proposed first date of construction. In the event the timing of pathway construction is time-sensitive and necessitates review and approval in less than six (6) months prior to the proposed first date of construction, the City may request a special meeting to be held by District within thirty (30) day of such special meeting request to review City's written request, provided that City shall reimburse District for the costs associated with such special meeting.

(c) Written Request Information. Each request shall describe the proposed pathway generally, identify the proposed dates of construction (if any), and shall identify any known local, state, or federal procedures or requirements which may affect District's review and approval of the proposed pathway.

(d) Written Request Information on Location. Each request shall include a location map, general legal description, authorization from the servient estate owner that may be required, if any, and construction plans which show the pathway's proposed location, design, and all physical structures, plants and landscaping proposed to be constructed, installed, or planted in connection with the pathway.

(e) District Approval Information. If the board of directors of District approves the pathway, an agreement shall be prepared specific to such pathway, and it shall incorporate by reference all covenants, conditions, and agreements of this Master Agreement, shall identify the proposed pathway, shall give a legal description of the pathway, and shall include any special conditions applicable to the particular proposed pathway. The agreement shall be prepared by City at City's sole expense, and shall be reviewed by District at District's sole expense.

(f) Execution of Duplicates. City shall execute duplicate originals of each agreement and deliver them to District for consideration during the next regularly-scheduled meeting of District's board of directors.

(g) District Approval Deadline. District agrees to complete its review of City's requests for pathway agreements pursuant to this Master Agreement within two (2) months prior to the first date of construction. District's approval shall not be unreasonably withheld, consistent with its legal and fiduciary responsibilities.

5. Indemnification. Subject to the limitations of Idaho law, including Article VIII section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code 6-901 *et seq.*), City agrees to defend, indemnify and hold harmless District, District's directors, officers, employees, agents, contractors, partners, and the heirs, personal representatives, successors, and assigns of each of them (hereinafter collectively referred to as "District" for purposes of City's covenants to indemnify in this Master Agreement) from and against all liabilities, penalties, costs, lost damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from the terms and performance of this Master Agreement and any agreement executed hereunder; City's construction, use, operation, or

maintenance of pathways and related facilities within and affecting District's property, canals, and irrigation works; or the use of such pathways and facilities by any third party or member of the public. Such liabilities include claims from District patrons for crop loss damages proven to be the result of curtailment of diversions and lack of irrigation water necessary for the City or other emergency response personnel to respond to an emergency associated with a City pathway or user of a City pathway.

The provisions of this section establish duties between City and District only, and this Master Agreement does not intend, nor does it provide, that this duty is owed to any other entity and/or person, and specifically this section does not extend these duties to the public beyond the provisions of Idaho Code § 36-1604, which are incorporated herein by this reference.

6. Emergency Action Plan. Prior to the construction of any pathways under this Master Agreement, City shall prepare and follow an emergency action plan addressing processes and procedures to be followed by City emergency response personnel and other emergency response personnel in response to a possible drowning or other emergency arising out of use a City pathway. The City shall allow District to be involved in the preparation of the emergency plan, and City shall provide a copy of the completed emergency action plan to District.

7. Authorization From Servient Estate Owners, If Any, Is The Responsibility of City. With respect to District's easements, District's commitments in this Master Agreement and the uses permitted by any agreement executed pursuant to this Master Agreement pertain only to District's rights as the owner of easements.<sup>2</sup> A right to construct the pathway may also be subject to authorization from the holders of title to the servient estate. Should City fail to obtain any necessary authorizations under Idaho law from the holder of title of the servient estate to an easement of District which is the subject of an agreement executed pursuant to this Master Agreement, or should the authorization obtained prove legally ineffectual, City shall hold harmless, indemnify, and defend District from any claim by any party arising out of or related to such failure to obtain such authorization or rights. Where City is unable to locate deeds or other legal instruments available to the public evidencing ownership of a certain canal or easement, District will work with City to provide copies to City of any deeds or other legal instruments in the possession of District evidencing ownership or other legal rights associated with its canals and easements.

8. Conditions Governing Construction And Use of Authorized Pathways. Construction, use, maintenance, and repair of each pathway by City and members of the public within or affecting District's canals, irrigation system and works, and associated real property interests shall be performed in accordance with the conditions listed below. "Facility" means any pathway and any object, plant, or thing of any nature installed in, on, under or across District's canals and property by City, and any activity which changes the physical condition or appearance of District's property, canals, and irrigation system.

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<sup>2</sup> "Because a ditch right acts as an easement, the 'ditch owner' the statute refers to is the owner of the dominant estate, and the 'landowner' the statute refers to is the owner of the servient estate." *Zingiber Inv., LLC v. Hagerman Highway Dist.*, 150 Idaho 675, 682, 249 P.3d 868, 875 (2011).

(a) Authorized Users of Pathway. The purpose of agreements executed pursuant to this Master Agreement shall be to approve, authorize, and permit the construction, installation, use, and maintenance of pathways and related facilities within or affecting District's canals, irrigation system and works and associated property, and to permit City to make the pathways available to the public without charge for recreational uses, as contemplated by Idaho Code § 36-1604. Motor vehicles, all-terrain vehicles, utility-type vehicles specialty off-highway vehicles, motorcycles, motor-driven cycles, mopeds, and motor bikes (all as defined in Idaho Code Title 49, Chapter 2) shall not be used on the pathways. Exceptions to this prohibition include bicycles, electrical personal-assisted mobility devices, motorized wheelchairs, and similar conveyances; authorized emergency vehicles; District or City maintenance vehicles being operated in the course and scope of work performed for District or City; or where written permission has been granted for operation of a motor vehicle by District or City. Authorized uses of the pathways include walking, jogging, pushing baby carriages, riding bicycles, and walking dogs. Provided, however, that in the event water testing in the District's canals returns results showing water contamination levels in excess of acceptable United States Department of Agriculture standards, consistent with applicable law, District may restrict or prohibit walking dogs on pathways.

(b) Pathway Always Subject to District's Rights of Maintenance and Operation. The uses permitted by each agreement executed pursuant to this Master Agreement shall all times be subordinate and subservient to District's rights and uses of District's property, canals, and irrigation works. Nothing contained herein or in any agreement executed pursuant to this Master Agreement shall be construed, implemented, or enforced to impair, limit, restrict, or otherwise affect District's rights, authority, powers, and discretion with respect to District's property, canals, and irrigation system, or to grant or create any rights which interfere with the purposes and uses to which District's property, canals, and irrigation system are devoted and dedicated. District and City agree that all of District's rights and discretion to access, operate, construct, maintain, repair, clean or otherwise use of any portion of District's property, and irrigation works are reserved. After reasonable advance notice from District for routine or anticipated work, or immediately upon notice of an emergency situation where such emergency is made in the sole discretion of District, City agrees to temporarily suspend its use and public use of pathways when the use of the easement areas occupied by the pathways is required by District for access, operation, maintenance, repair, cleaning and other District purposes, or to perform, effectuate or enforce any provision of this Master Agreement or any agreement executed pursuant to this Master Agreement.

(c) Continued Recognition of District's Right to Deposit Spoil. City acknowledges that District has, and agrees that District shall continue to have, the right to deposit sediment, plant material, debris, and other material (collectively "spoil") which District removes from its canals on District's fee title lands and District's easement areas for its canals pursuant to Idaho law, and specifically, Idaho Code § 42-1102. Without limiting this right, District agrees to give reasonable advance notice to City prior to depositing spoil along District's canals, and to exercise reasonable efforts to avoid placing spoil on City's pathways. City may spread and level any spoil removed from the canals and placed on District's land and easement areas or, in the alternative, may transport the spoil to a sanitary landfill or some other authorized place of disposal. District shall have no obligation to spread, level, or remove any spoil removed



from the canals and placed on District's fee title lands and easement areas. Provided, however, that District may notify City and elect to transport and use the spoil elsewhere in the District.

(d) City Shall Maintain All of District's Canals Located Within City Limits. Notwithstanding the provisions of this paragraph regarding District's rights concerning maintenance, as consideration for entering into this Master Agreement, City shall maintain—at City's sole cost and expense—all of the District's canal banks on both sides of the District's canals within City limits over a three-year phased-in schedule of District's canals identified and described on **Exhibit 1**. The City's maintenance shall be consistent with District's maintenance schedule described on **Exhibit 2** attached hereto. City's obligation to maintain District's canals shall apply to all District's canals, regardless of whether a pathway has been constructed by City on said canal or canal segment. City's obligation shall include removal of certain trees identified by District where the tree(s) identified for removal are necessary for removal consistent with District's duties described under Idaho Code §§ 42-1202, 42-1203, 42-1204, and 42-1102, provided, however, that City may remove such trees over a three-year period. Notwithstanding the provisions of this paragraph, City shall have no right or obligation to alter, amend, or maintain the bottom of District's canals, as the responsibility for alteration or maintenance of the canal bottoms shall remain District's responsibility. Furthermore, it is understood and agreed that in order to properly maintain District's canals and laterals, it will require the use and application of certain herbicides and insecticides. City agrees that it will assume the task and perform the application of any required chemicals. In performing any such application, City agrees that it will undertake no activity or allow any chemical to be applied in such a manner so as to cause District or its canals to be out of compliance with any National Pollutant Discharge Elimination System (NPDES) permit, constitute a violation of the Clean Water Act (CWA), or be in violation any other local, state or federal act or rule governing the use of chemicals in the maintenance of District's canals or laterals (as presently applicable or as may be applicable in the future).

(e) Pathway Maintained By City. The pathways shall be constructed, operated, maintained, repaired, and cleaned at all times by City, at the cost and expense of City, in a good, workmanlike, safe, sanitary, and attractive manner and condition in compliance with the laws of the State of Idaho and the conditions stated herein. The City recognizes that District patrons are subject to rules and regulations promulgated by the United States Department of Agriculture, some of which apply to water supply. Accordingly, the City shall enforce its anti-littering ordinances, provide waste receptacles, provide animal waste receptacles, and take other reasonable actions within its authority to prevent litter, trash, animal waste, or other material to gather or be deposited on or along the pathways or in District's canals.

(f) No Encumbrances on Pathway. City shall have no right, power or authority to allow or suffer any lien or other charge or encumbrance of any kind against District's right, title and interest in District's property, canals, and irrigation works.

(g) Pathway Construction and Operation Shall Not Interfere With Flow of Water. City agrees to construct, install, operate, maintain, and repair each facility and conduct its activities within or affecting District's canals and property so as not to constitute or cause: (1) a hazard to any person or property; (2) an interruption or interference with the flow of water in any ditch or the delivery or drainage of water by District; (3) an increase in seepage or any other

increase in the loss of water from the ditch; (4) the subsidence of soil within or adjacent to the easement; and (5) any other damage to District's property, canals and irrigation works. The provisions of this section pertain to construction, maintenance, and repair and otherwise establish a duty owed by City to District only, and this Master Agreement does not intend nor does it provide that this duty is owed to any other entity and/or person, and specifically this provision does not extend the duty of City to the public beyond the provisions of Idaho Code § 36-1604, which are incorporated herein by this reference.

(h) Indemnification Concerning Interference With Flow of Water From Pathway Construction or Use. City agrees to indemnify, hold harmless, and defend District from all claims for damages arising out of any of City's construction or activity which constitutes or causes any of the circumstances enumerated in the preceding paragraph of this Master Agreement or any other damage to the easement and irrigation works which may be caused by the construction, installation, operation, maintenance, repair, and any use or condition of any pathway or facility.

(i) Signage and Protection of Public Safety. City shall do the following to ensure that the permitted public uses of pathways do not interfere with District's property and District's access, operation, maintenance, cleaning, and repair of its canals and irrigation works:

(1) Pathway Signs. City, in consultation with District, shall prepare and install readily visible signs at pathway entrances or other appropriate locations along each pathway advising the public of appropriate matters, such as: (1) that the pathway is located within District's property or easement by District's consent; (2) that the primary use of the easement area is for District's access, operation, maintenance, repair and cleaning of District's ditch and irrigation works; (3) that users of the pathway must yield to District personnel engaged in District activities; (4) that swimming by humans or animals, wading, boating, littering, and any other activity in District canals or within the inside slope of District ditch banks is prohibited; (5) that public use of motor vehicles or equipment on the pathway is prohibited; (6) that the pathway may be closed from time to time upon request of District; (7) of any City ordinances which apply to public use of the pathway; (8) of the permitted hours of use of the pathway, if any; and (9) that use of pathways is only authorized for designated pathways and use of other District canal banks is strictly prohibited.

(2) Other Signage. At canal locations with no constructed pathways where the Parties agree it is evident that the public accesses or could access canal banks in a problematic and unauthorized fashion, City shall prepare and install readily visible signs indicating "No Public Access" or a statement with substantially similar content. City shall also prepare and install readily visible signs at the locations where the approved pathways end (i.e., at the edge of City limits where Bonneville County jurisdiction begins) indicating "End of City Pathway, No Further Public Access" or a statement with substantially similar content. An initial conceptual map of possible pathway locations and the locations of such signage indicated with tick marks is attached hereto as **Exhibit 3**.

(3) Enforcement. City shall take appropriate action and exercise best efforts to protect the safety of the members of the public who use City's pathways, ensure that members of the public comply with the terms of this Master Agreement, agreements executed

pursuant to this Master Agreement, and any City ordinance regarding activity on City pathways, prevent interference with District's use, operation, and maintenance of District's property, canals, and irrigation works, and prevent members of the public using City pathways from swimming, wading, boating, or conducting any other activity within the inside slope of District's canal banks. This Master Agreement shall not prevent District from enforcing any prohibition against unauthorized use of District's property, canals, and irrigation works.

(4) Education and Media Outreach. City shall participate with District on educational activities related to canal safety and media outreach. City and District shall meet yearly to analyze the past year's participation and negotiate in good faith to develop subsequent goals for City's participation to implement area canal safety and media outreach. City participation may include sponsorship of the "Otto Otter" school safety program, IWUA/Upper Valley water users' media outreach program, water awareness week, adopt-a-canal clean-up, and other area water safety and education programs. City and District shall cooperate in seeking grant funds or other sponsors to fund the education activities and media outreach.

(j) Notice of Construction Completion. City shall provide notice prior to and immediately after construction so that District or District's engineers may inspect the construction. Final acceptance of the work performed and the materials used in City's installation of the pathway and all facilities shall not be made until all such work and materials have been expressly approved by District. Such approval by District shall not be unreasonably withheld.

(k) Encroachments Shall Not Be Placed. City shall not excavate, place any structures, plant any trees, shrubs, or landscaping, or perform any other construction or activity within or affecting District's property, canals, and irrigation system except as authorized by agreements executed pursuant to this Master Agreement without the prior written consent of District.

(l) City Obligation For Pathway Repairs. Upon request of District, City shall investigate and perform reasonable and necessary modifications or repairs of any facility or alteration constructed or performed by City which does not comply with the terms of this Master Agreement or any agreement executed pursuant hereto. District shall give reasonable notice to the City and shall allow City a reasonable period of time to perform such maintenance, repair, and other work. District reserves the right to perform any and all work which City fails or refuses to perform within a reasonable time after request, and/or to require the public use of the pathway be temporarily suspended until such work is completed. In cases of emergency District shall attempt to give such notice as is reasonable under the circumstances and reserves the right to perform any work deemed necessary under the circumstances. City agrees to pay to District, on demand, the costs which shall be reasonably expended by District for such purposes. Nothing in this paragraph shall create or support any claim of any kind by City or any third party against District for failure to exercise the options stated in this paragraph.

(m) Compliance with Law. City shall comply fully with all federal, state or other laws, rules, regulations, directives, or other governmental requirements in any form as administered by appropriate authorities, regarding environmental matters, and specifically those relating to pollution control and to materials and chemicals which may be harmful to human health or the environment, which may be applicable to its construction, installation, operation, or

maintenance of any pathway and facilities pursuant to this Master Agreement and any agreement executed hereunder.

(n) Covenants Running With the Easement. The covenants, conditions and agreements contained in each agreement and this Master Agreement shall constitute covenants to run with, and running with, City's use of District's easement, and shall be binding on each of the Parties hereto and on all parties and all persons claiming under them for as long as the subject pathway continues to be used for the purposes authorized by each agreement. City shall provide District written notice upon cessation of use of each authorized pathway for the authorized purposes.

9. Applicable Law and Jurisdiction Unaffected. Neither the terms of this Master Agreement, nor any agreement executed hereunder, nor the Parties' exercise of any rights or performance of any obligations hereunder, shall be construed or asserted to extend the application of any such governmental requirements or the jurisdiction of any federal, state, or other agency or official to District's ownership, operation, and maintenance of its canals; drains, canals, irrigation works and facilities which did not apply prior to and without execution of this Master Agreement.

By entering this Master Agreement, District does not create, or exercise legal or other authority, either express or implied, to regulate, control, or prohibit the discharge or contribution of pollutants or contaminants to any groundwater, waters of the State of Idaho or the United States, or any other destination. Such authority, to the extent that it exists, is possessed and exercised by governmental environmental agencies.

By entering into this Master Agreement, District does not assume any responsibility or liability for any impact upon or degradation of human health or safety or the environment resulting from any activity of the other Party, including, but not limited to, City's construction, operation, and maintenance of its pathways and facilities.

In the event District is required to comply with any governmental requirements or is subject to the jurisdiction of any governmental agency as a result of authorizing the construction and maintenance of a pathway upon its property, canals, or irrigation works, City, if it is the cause of such governmental intervention shall: (1) immediately cease such action; and (2) indemnify, hold harmless or defend or reimburse District for its costs and liabilities associated with the governmental requirements and intervention.

10. Water Rights. City acknowledges that the waters in District's canals are fully appropriated for beneficial use, and that the water flows in District's canals fluctuate based on demand, diversion, and use of water. City shall not attempt to divert or claim the right to diversion or maintenance of minimum stream flows of any water in any of District's canals. City shall not in any manner attempt to require District to maintain any flow of water in any of District's canals. Provided, however, that this provision does not inhibit City's ability to otherwise divert water from District's canals under City's entitlements as a patron of District consistent with District's operations.

11. Not a Public Dedication. Except for the permission to construct and maintain pathway(s) contained in agreements executed pursuant to this Master Agreement, nothing contained herein or in such agreements shall be deemed to constitute a gift or dedication of any portion of District's property, canals, or irrigation and drainage works to the general public or for the benefit of the general public or for any public purpose whatsoever, and nothing contained herein shall be deemed to provide that any pathway shall be used for any other purpose than as stated herein and in agreements executed pursuant hereto, it being the intention of the Parties that this Master Agreement and any further agreements will be strictly limited to and for the purposes expressed herein. The Parties shall be permitted, from time to time, to take whatever reasonable action it or they deem necessary to prevent any portion of District's property, canals, and irrigation and drainage works from being dedicated or taken for public use or benefit.

12. Relocation. If desired by District, any pathway within or upon District's property, canals, and irrigation system and works that is not interfering or impacting District's operations may be relocated in a functionally similar manner. Such relocation shall be with the prior written approval of City, which approval shall not be unreasonably withheld. The costs of such relocation shall be borne by District.

13. Dispute Resolution. The Parties agree to engage in mediation through a mutually acceptable mediator prior to institution of legal proceedings to resolve any issues pertaining to the provisions of this Master Agreement. The Parties shall each pay fifty percent (50%) of all fees and costs charged by such mediator.

14. Default. If dispute resolution is unsuccessful and either Party believes that the other Party has failed to perform any of their obligations under this Master Agreement and that failure continues for sixty (60) days after receipt of written notice from the other Party, the non-breaching Party may (i) bring an appropriate action for specific performance of this Master Agreement; (ii) bring an appropriate action for any damages incurred as a result of such failure; and/or (iii) pursue any other remedies available to under this Master Agreement, at law or in equity.

15. No Claims Created. Nothing in this Master Agreement or any agreement executed or permit issued pursuant to this Master Agreement shall create or support a claim of estoppel, waiver, prescription, or adverse possession by either Party by either Party hereto or any third party against either Party hereto.

16. Rights Nonexclusive. This Master Agreement is entered subject to all rights previously acquired by third parties. The rights and privileges granted by this Master Agreement are nonexclusive and will not prohibit District or City from entering into agreements with other parties.

17. Assignment. Neither this Master Agreement nor any agreement entered pursuant to this Master Agreement may be assigned or transferred without the prior written approval of the Parties, which approval shall not be unreasonably withheld.

18. Attorney Fees. Should either Party incur costs or attorney fees in connection with efforts to enforce the provisions of this Master Agreement or any agreement executed pursuant hereto, whether by institution of suit or not, the Party rightfully enforcing or rightfully resisting

enforcement of such provisions, or the prevailing Party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other Party.

19. Construction, Binding Effect, and Authority. This Master Agreement shall be construed and enforced in accordance with the laws of the State of Idaho and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors. This Master Agreement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this Master Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Master Agreement shall remain in full force and effect. The Parties represent and warrant to each other that they each have authority to enter this Master Agreement.

20. Paragraph Headings. The section headings herein set forth are provided only for the convenience of the Parties in locating various provisions of the Master Agreement, and are not intended to be aids in interpretation of any provision of the agreement with respect to which the Parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the Agreement.

21. Notices. Any and all notices, demands, consents and approvals required pursuant to this Master Agreement shall be hand delivered, faxed, or emailed, or if sent by mail, with postage prepaid, addressed to the Parties as follows:

<b>CITY</b>	<b>DISTRICT</b>
Mayor of the City of Idaho Falls P.O. Box 50220 Idaho Falls, Idaho 83405	Board Chairman, Idaho Irrigation District 496 East 14 <sup>th</sup> Street Idaho Falls, Idaho 83404

22. Recording. This Master Agreement shall be recorded in the records of Bonneville County, Idaho.

23. Governing Law and Venue. This Master Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Idaho and venue over any dispute arising hereunder shall be deemed to be in Bonneville County, Idaho.

IN WITNESS WHEREOF, the undersigned have duly executed this Master Agreement effective on the date set forth above.

**“DISTRICT”**

**IDAHO IRRIGATION DISTRICT**

\_\_\_\_\_  
By: Alan Kelsch  
Its: Chairman

STATE OF IDAHO                    )  
  )ss.  
County of Bonneville            )

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

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

(seal)

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires: \_\_\_\_\_

**“CITY”**

**CITY OF IDAHO FALLS**, an Idaho municipal corporation

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

ATTEST

\_\_\_\_\_  
Kathy Hampton  
City Clerk, City of Idaho Falls

STATE OF IDAHO                    )  
  )ss.  
County of Bonneville            )

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

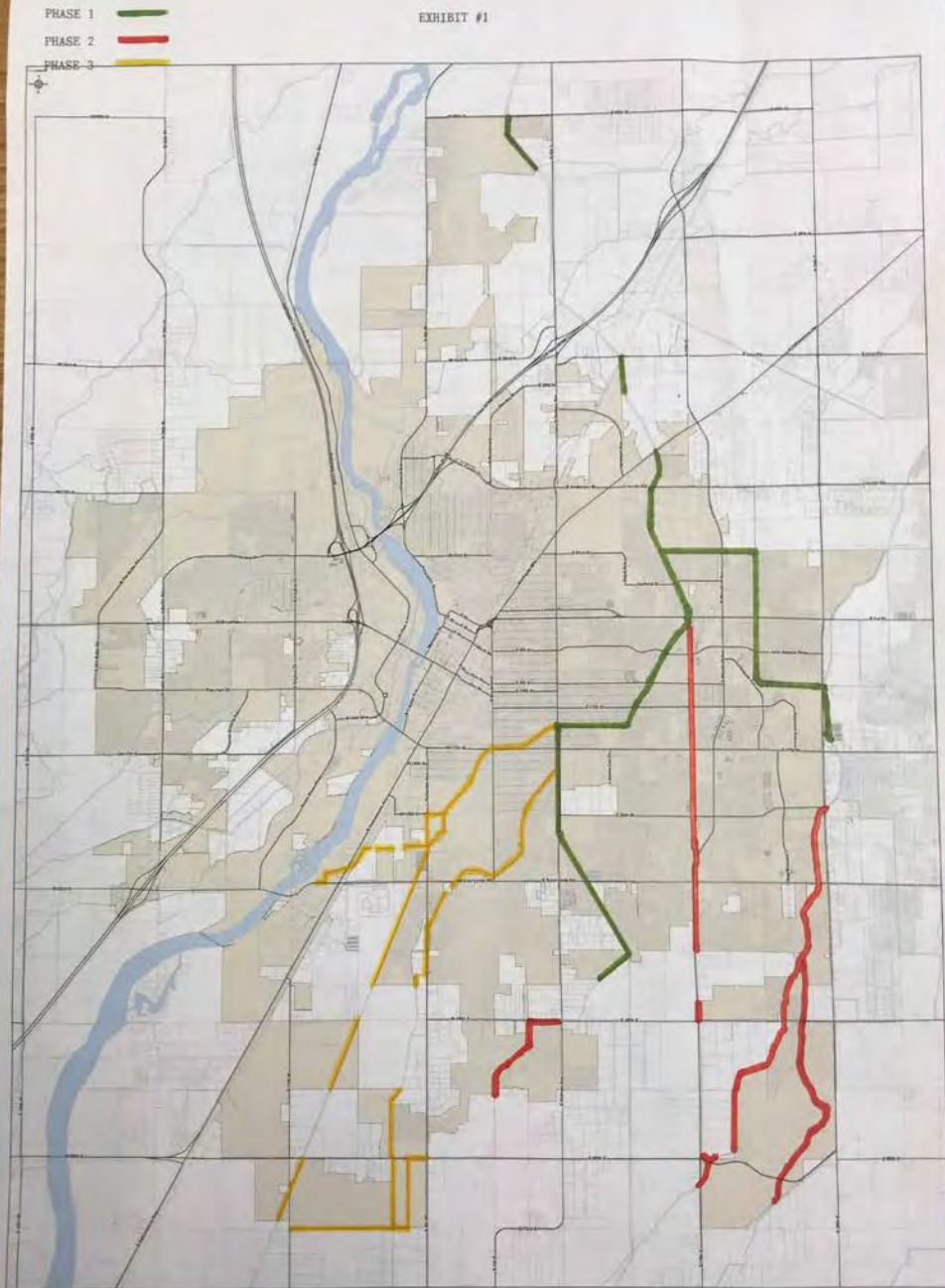
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My commission expires: \_\_\_\_\_



**EXHIBIT 1**  
**Three-year Phased-in Maintenance Schedule**



## EXHIBIT 2

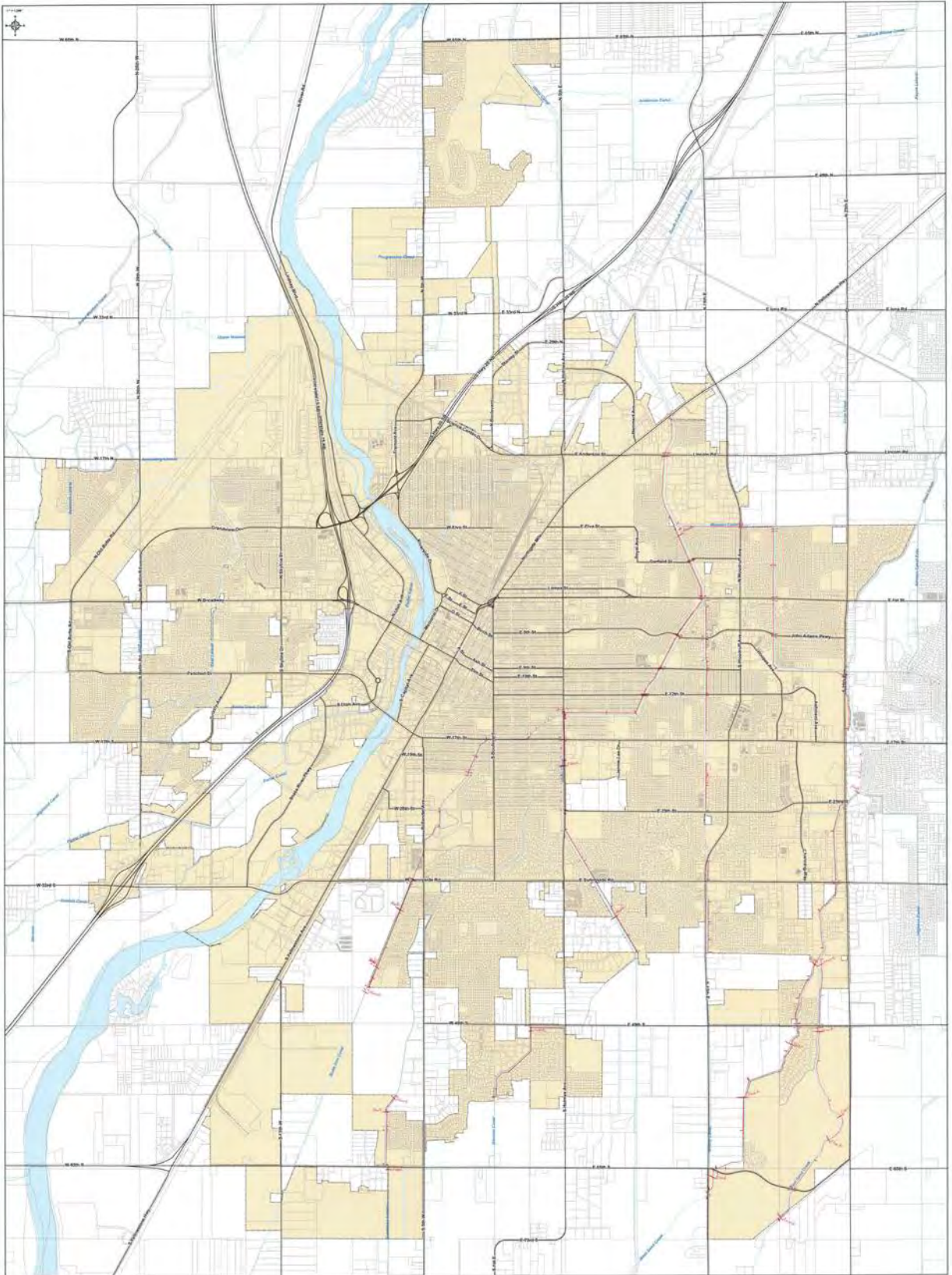
### District's Maintenance Schedule

IID - City Canal Maintenance Standards	
All maintenance standards are subject to revision of the District if conditions dictate or applicable law.	
<b>Mowing</b>	Mowing at a minimum of 3 times per year.
	10 inch maximum height of vegetation.
	Maximum prevention of clippings passage beyond riparian edge and prevention of clippings from entering water by machinery.
<b>Weeds</b>	Control of noxious and invasive weeds and grasses.
	10 inch maximum height.
	Spray in a manner to be applied in a direction from downstream to upstream in order to minimize water concentration levels and to maximize dilution of chemicals in water as possible.
	Conform to all labeled uses.
<b>Riparian Edge</b>	Maintain a riparian edge sufficient to prevent erosion of canal.
	Riparian zone maintenance to maximize the prevention of clippings due to mowing from entering water due to wind or weather.
<b>Trees, Bushes, &amp; Shrubs</b>	Removal of all trees, shrubs, bushes, and woody plants within easement as identified by District.
	Trimming of all trees, shrubs, bushes, and woody plants interfering with canal easement.
<b>Canal Banks &amp; Roadways</b>	No removal or leveling of canal banks or roadways which lowers the height or compromises the integrity of the canal banks.



### EXHIBIT 3

Initial Conceptual Pathway Map (Pathways in red; Signage locations shown with red tick marks)





## MEMORANDUM

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**TO:** Honorable Mayor and Council

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

**DATE:** November 15, 2017

**RE:** Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Ivywood Division No. 1

---


Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Ivywood Division No. 1. The Planning and Zoning Commission considered this item at its August 1, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This application is now being submitted to the Mayor and Council for consideration.

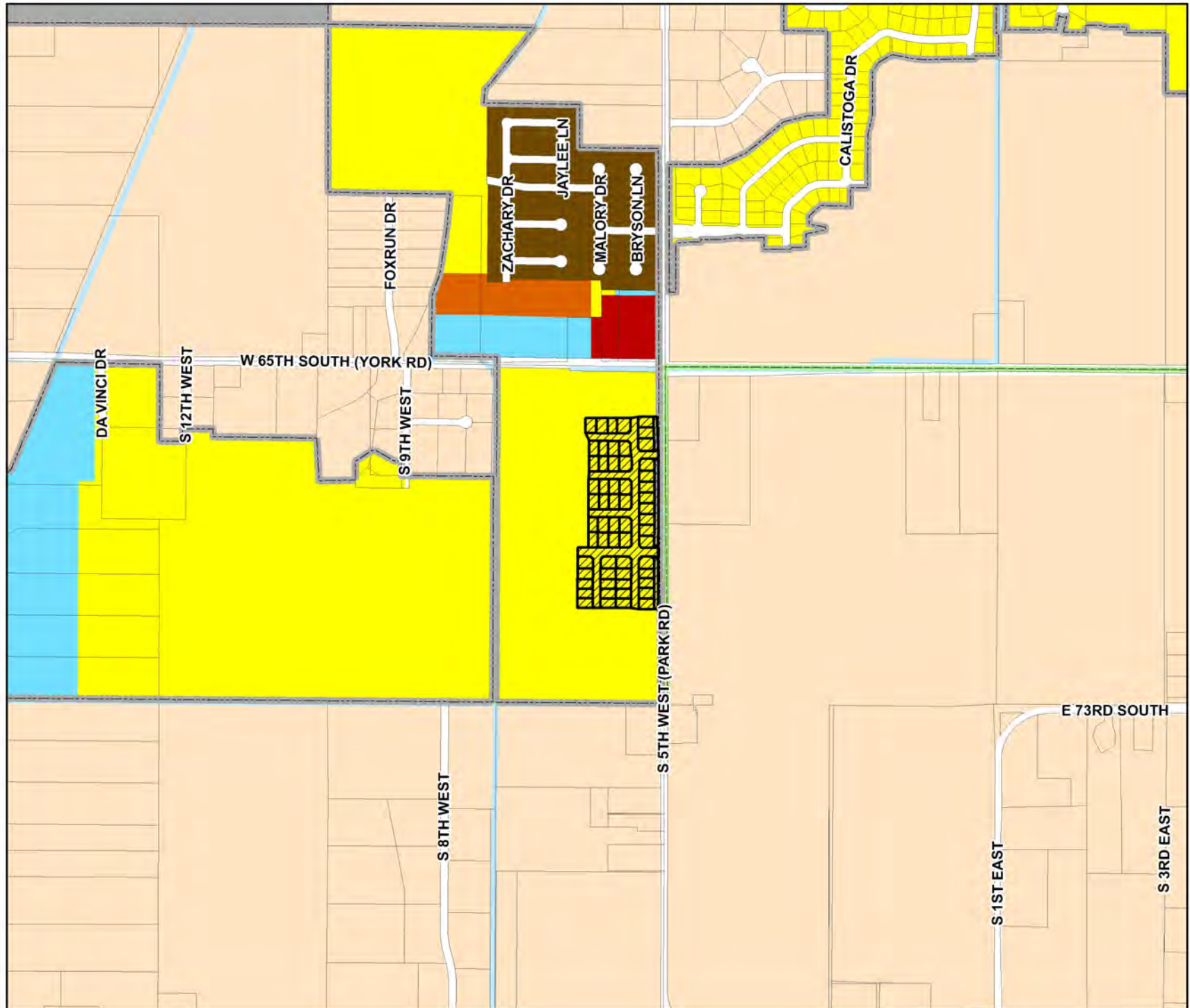
Attachments:

- Vicinity Map
- Aerial Photo
- Final Plat
- Staff Report, August 1, 2017
- P&Z Minutes, August 1, 2017
- Development Agreement
- Reasoned Statement of Relevant Criteria and Standards



Legend

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

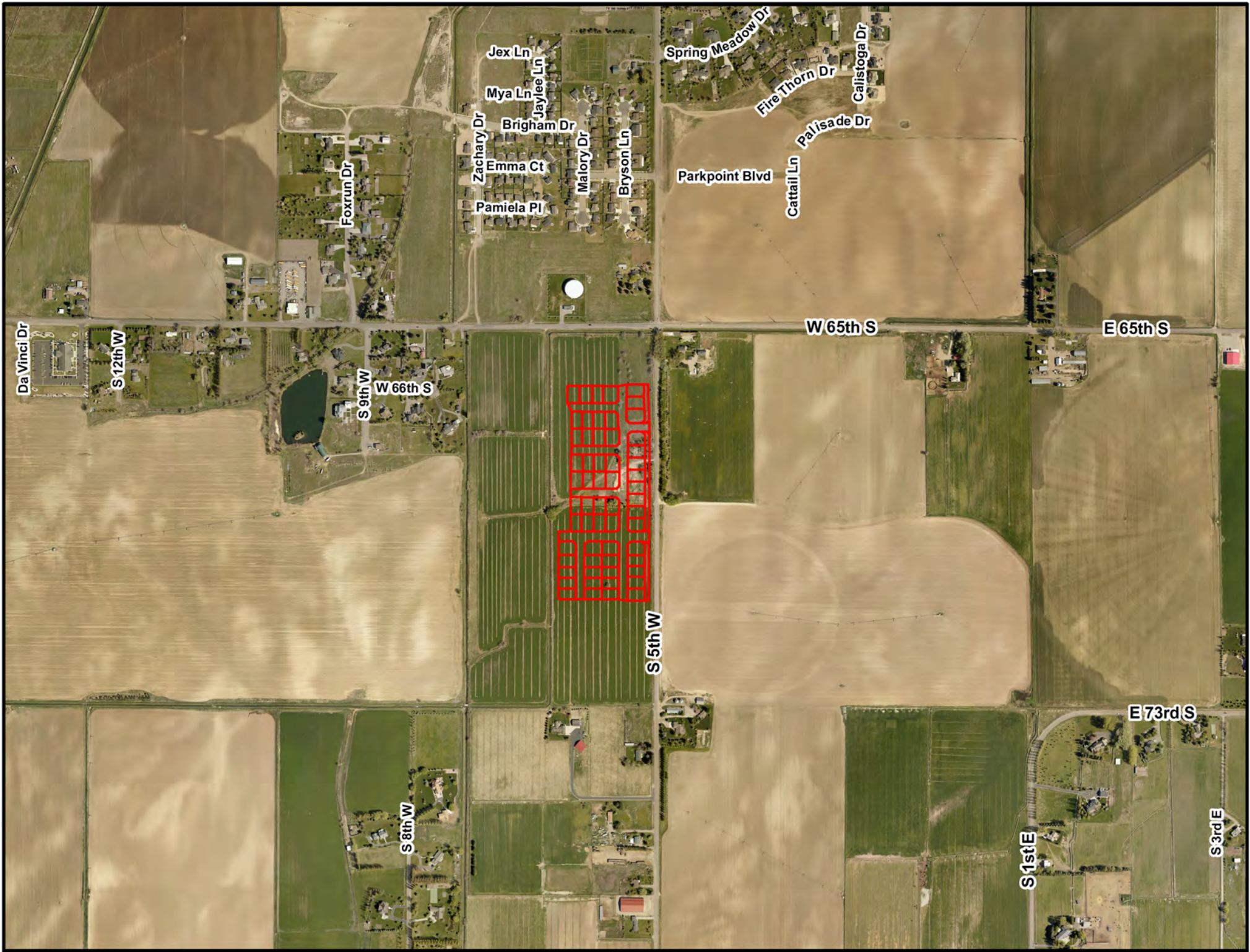


IDAHO FALLS

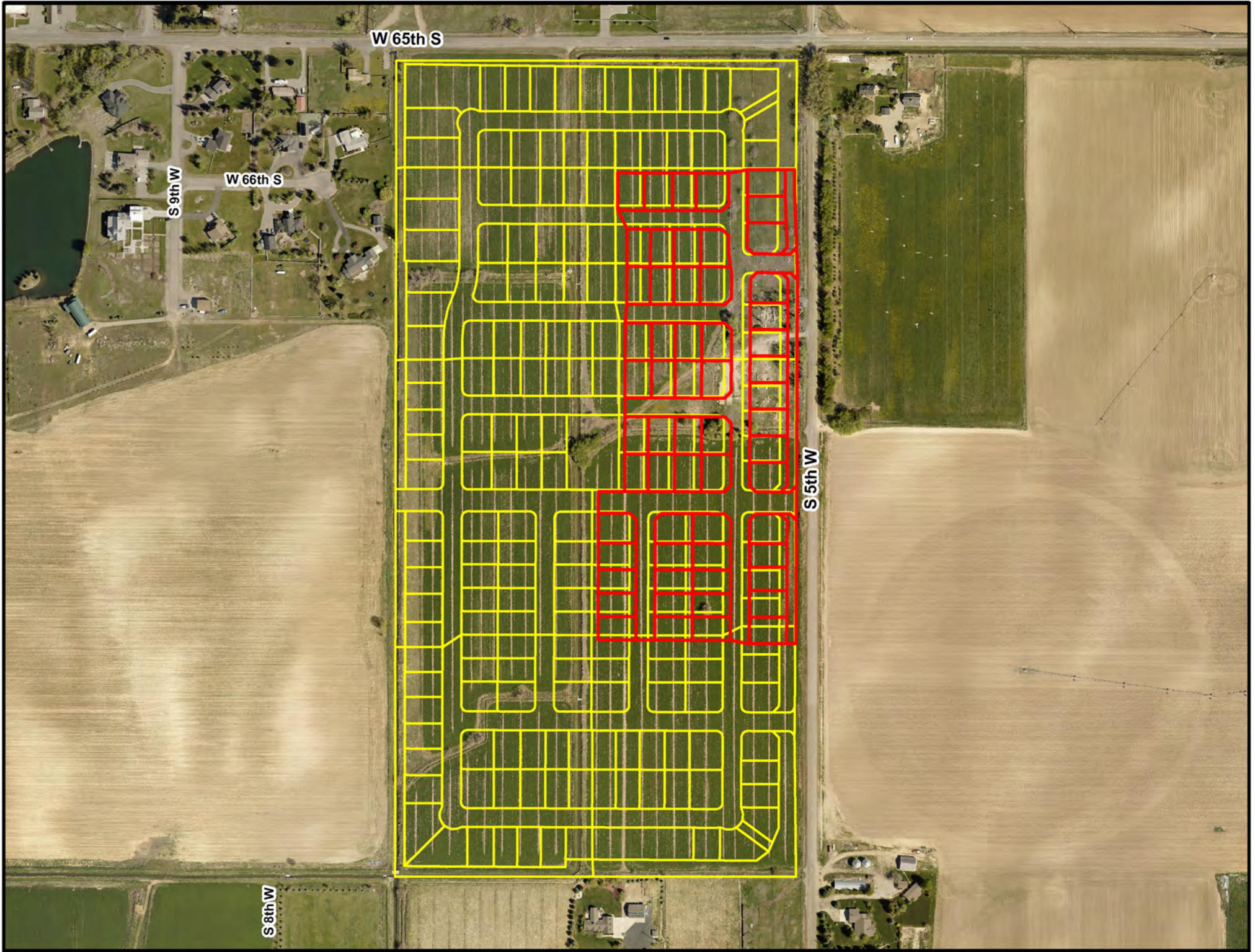


Planning Division  
City Annex Building  
680 Park Ave.  
Idaho Falls, ID 83402  
(208) 612-8276









W 65th S

S 9th W

W 66th S

S 8th W

S 5th W







IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT  
FINAL PLAT  
Ivywood Subdivision, Division No. 1  
August 1, 2017



Community  
Development  
Services

**Applicant:** Horrocks Engineers

**Location:** Generally south of E 65th S, west of S 5th W, north of E 73rd S extended and east of S 15th W

**Size:** 19.881 acres

**Lots:** 62

**Single-family Lots:** 59

**Common Lots:** 3

**Avg. Lot size:** 10,097 sq ft

**Net Density:** 4.31

**Existing Zoning:**

Site: R-1

North: R-1

South: R-1

East: County A-1

West: R-1

**Existing Land Uses:**

Site: Agricultural

North: Agricultural

South: Agricultural

East: Agricultural

West: Agricultural

**Future Land Use Map:**

Low Density Residential

**Attachments:**

1. Maps and aerial photos
2. Subdivision Plat

**Requested Action:** To **recommend** to the Mayor and City Council approval of the final plat for Ivywood Subdivision, Division No. 1.

**History:** The Planning Commission approved the preliminary plat for this area in 2015. The property was annexed in December, 2015. The Planning and Zoning Commission had recommended approval of a smaller Division 1 in February, 2016. That proposal never proceeded forward to City Council. The applicant now wishes to proceed, but with a larger portion of the subdivision as Division 1.

**Staff Comments:** The property includes 19.881 acres to be platted into 59 single-family lots. This will be the initial phase of the development. The first phase of development is not occurring on the north end of the property adjacent to 65<sup>th</sup> South because the Comprehensive Plan designates this intersection for commercial development. There is question of whether the market would support commercial development in this location. This northern area was designated as the final phase in the preliminary plat to allow modifications and potential for commercial development if appropriate.

The proposal is consistent with the preliminary plat. The lots have been shifted slightly to the west. The plat includes three common lots adjacent to S 5th West. The preliminary plat showed these common lots as 50-feet wide. That has now been reduced to 30-feet with the proposed final plat. The preliminary plat included three open space/storm pond lots. They were shown to be provided with divisions 4, 6 and 7.

All of the proposed lots meet the minimum requirements of the R-1 Zone with an average lot size of 10,097 square feet. Access to the development will come from 5<sup>th</sup> West. S 5<sup>th</sup> West is classified as a minor arterial street. The Subdivision Ordinance requires that lots adjacent to arterials must either be 150 feet in depth or be buffered from the arterial street by the use of berms, vegetation, structures or fencing. The annexation agreement for the development requires a 15-foot landscape buffer adjacent to S 5<sup>th</sup> West within the right-of-way. There will also be the additional 30-foot wide common lots, further separating the residences from the street.

**Staff Recommendation:** Staff recommends approval of the final plat.

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

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

**Comprehensive  
Plan Policies:**

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

**Arterial streets should be located along the perimeter of residential neighborhoods, preferably at the square mile. At least one east-west collector and one north-south collector street should be located in every square mile of residential development. If such collector streets provide access to homes, the design of the collector shall discourage through traffic.** At community participation events, we were asked by the participants to design policies and standards to reduce the conflict between through traffic and residential neighborhoods. One goal of residential subdivision layout shall be to reduce through traffic in residential areas. (p. 41)

**Residential lots adjacent to arterial streets shall have reverse frontage and deeper lots than typical lots within the subdivision. Such lots shall have larger rear yard, or side yard setbacks, if applicable.** (p.41)

**Zoning Ordinance:**

**10-3-10: R-1 RESIDENCE ZONE**

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

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

**(B) Use Requirements.**

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

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

**(C) Area Requirements.**

An area of not less than six thousand square feet (6,000 ft<sup>2</sup>) 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.

**1. PLAT 16-004: FINAL PLAT. Ivywood Subdivision, Division 1.** Beutler presented the staff report, a part of the record. Morrison asked about the duration of the project. Beutler deferred to the applicant for a time frame. Dixon asked if the area is a County node for potential commercial development at the intersection. Beutler indicated that it is a County node designated for mixed use. Dixon asked if there is a provision for a bike/walking path. Beutler indicated that it is not included in the Connecting Our Communities Plan. Beutler stated that York will be developed as an arterial and will have pathways and sidewalks. Dixon asked if they wanted to put a pathway will the shortening of the common lot prevent the pathway. Beutler stated that typically the pathway will go in the right-of-way and so they would get enough right-of-way to accommodate the needs, and the common lots are outside of the right-of-way.

**Applicant: Cameron Brink, Horrocks Engineering, 901 Pier View Drive, Idaho Falls, Idaho.** Brink stated that the German canal runs through the center of the property and it needs to be moved. Brink stated that the original plan was to reroute the canal down 5<sup>th</sup> West, and now they are going to reroute the German Canal to the west into the Gustafson Canal for the length of the property and then the canal will split at the south end of the property.

**Swaney moved to recommend to the Mayor and City Council approval of the Final Plat for Ivywood Subdivision, Division 1, as presented, Cantu seconded the motion and it passed unanimously.**

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

### **FINAL PLAT OF IVYWOOD SUBDIVISION, DIVISION NO. 1 LOCATED GENERALLY SOUTH OF E 65TH S, WEST OF S 5TH W, NORTH OF E 73RD S EXTENDED AND EAST OF S 15TH W**

**WHEREAS**, the applicant filed an application for a final plat on December 23, 2015; and

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

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on November 21, 2017 and

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

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 19.881 acre parcel located Generally south of E 65th S, west of S 5th W, north of E 73rd S extended and east of S 15th W
3. The subdivision includes 59 single-family lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R-1 Zone.
5. The proposed development complies with and supports many principles of the Comprehensive Plan.
6. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Ivywood Subdivision, Division No. 1.

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

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

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Rebecca L. Noah Casper, Mayor



## MEMORANDUM

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**TO:** Honorable Mayor and Council

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

**DATE:** November 15, 2017

**RE:** Final Plat and Reasoned Statement of Relevant Criteria and Standards, 4-H Addition

---

Attached is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards for the 4-H Addition Plat. The Planning and Zoning Commission considered this item at its November 14, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This application is now being submitted to the Mayor and Council for consideration.

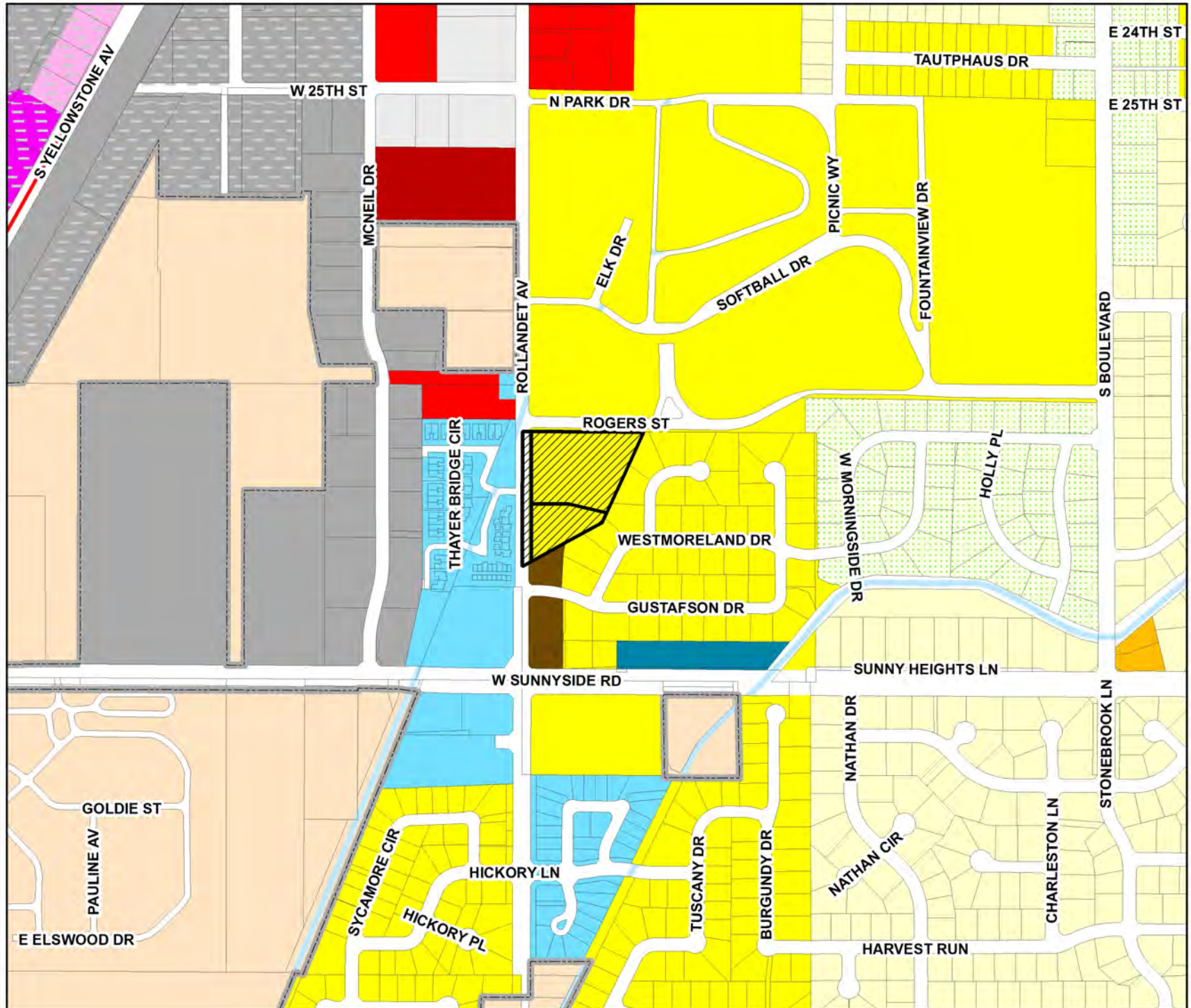
Attachments:

- Vicinity Map
- Aerial Photo
- Final Plat
- Staff Report, November 14, 2017
- Reasoned Statement of Relevant Criteria and Standards



Legend

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

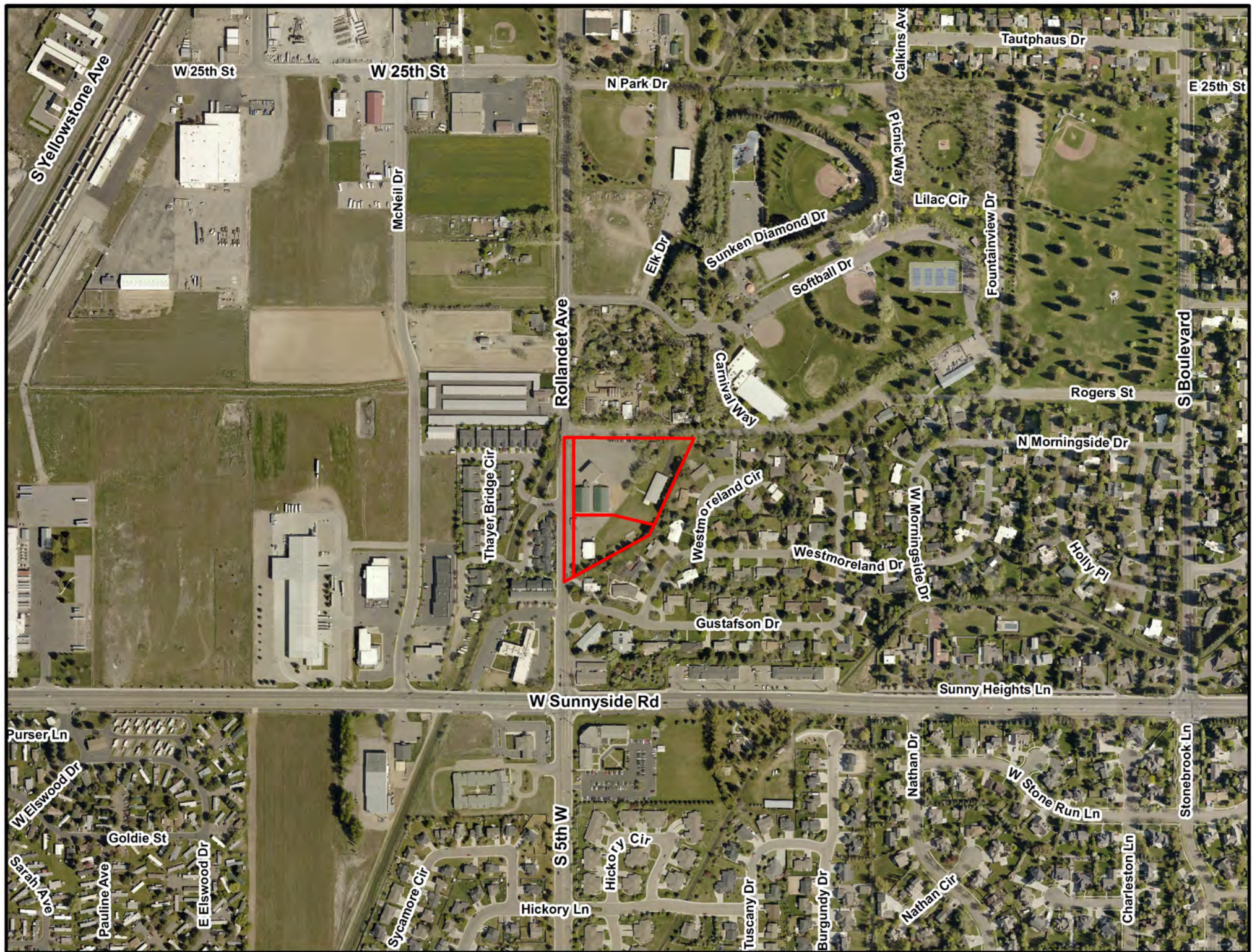


IDAHO FALLS

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







S Yellowstone Ave

W 25th St

W 25th St

McNeil Dr

N Park Dr

Tautphaus Dr

E 25th St

Calkins Ave

Plentic Way

Lilac Cir

Fountainview Dr

Sunken Diamond Dr

Softball Dr

Eik Dr

Carnival Way

Rogers St

S Boulevard

N Morningside Dr

Westmoreland Cir

Westmoreland Dr

W Morningside Dr

Holy Pl

Gustafson Dr

W Sunnyside Rd

Sunny Heights Ln

Purser Ln

W Elsworth Dr

Goldie St

E Elsworth Dr

Sarah Ave

Pauline Ave

Sycamore Cir

S 5th W

Hickory Ln

Hickory Cir

Tuscany Dr

Burgundy Dr

Nathan Dr

W Stone Run Ln

Nathan Cir

Charleston Ln

Stonebrook Ln



RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT 4-H ADDITION, WAS FILED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY, IDAHO ON THE \_\_\_\_\_DAY OF \_\_\_\_\_, 201\_\_\_\_ AT \_\_\_\_\_ AND RECORDED AS INSTRUMENT NO. \_\_\_\_\_

BONNEVILLE COUNTY RECORDER

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PURSUANT TO THE REQUIREMENTS OF I.C. §50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PROJECT ARE CURRENT.

BONNEVILLE COUNTY TREASURER

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS

Date:

COUNTY SURVEYOR'S VERIFICATION

I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES WITH I.C. §50-1305.

BONNEVILLE COUNTY SURVEYOR, STEVE ROUNDS P.L.S. No. 12640

DATED: \_\_\_\_\_

CITY ACCEPTANCE

THE ACCOMPANYING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF IDAHO FALLS ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

CITY SURVEYOR

MAYOR

CITY ENGINEER

CITY CLERK

SURVEYOR'S CERTIFICATE

I, KENNETH BALDWIN ROBERTS A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS 4-H ADDITION, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

KENNETH BALDWIN ROBERTS, P.L.S. 9755

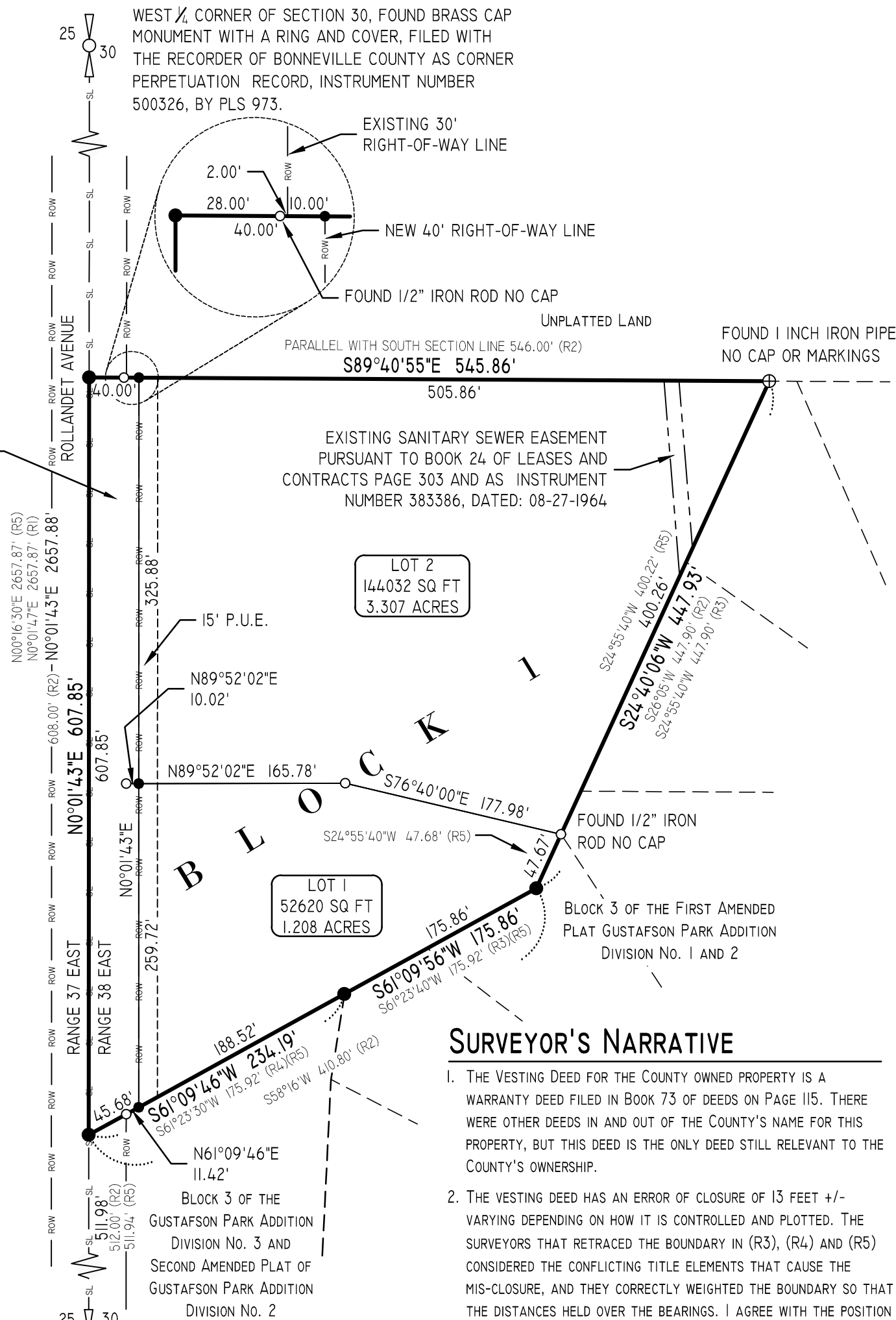
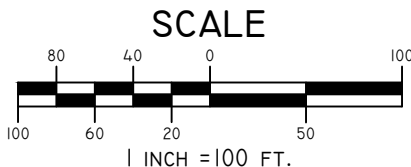
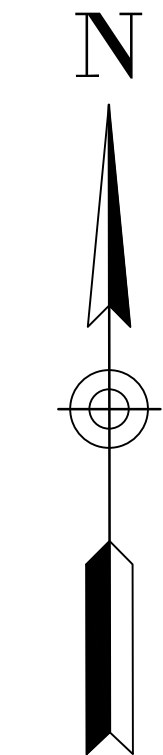


LEGEND

- FOUND PLSS SECTION CORNER
- FOUND PLSS QUARTER CORNER
- FD 1/2 INCH IRON ROD PLS 10944 OR AS DESCRIBED
- FD 5/8 INCH IRON ROD LS AS DESCRIBED
- FD MONUMENT AS DESCRIBED
- SET 5/8 INCH IRON ROD WITH ALUMINUM CAP MARKED PLS 9755
- 4-H ADDITION SUBDIVISION BOUNDARY LINE
- 4-H ADDITION LOT LINE
- EXISTING LOT LINE
- EXISTING EASEMENT AS NOTED
- ROW RIGHT-OF-WAY LINE
- 15 FOOT WIDE PUBLIC UTILITY EASEMENT (P.U.E.)

(R1) = RECORD DATA FROM THE PUBLISHED CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM  
(R2) = RECORD DATA OF THE WARRANTY DEED BOOK 73 OF DEEDS ON PAGE 113  
(R3) = RECORD DATA OF THE FIRST AMENDED PLAT GUSTAFSON PARK ADDITION DIVISION NO. 1 AND 2  
(R4) = RECORD DATA OF THE GUSTAFSON PARK ADDITION DIVISION NO. 3 AND SECOND AMENDED PLAT OF GUSTAFSON PARK ADDITION DIVISION NO. 2  
(R5) = RECORD DATA OF THE RECORD OF SURVEY FILED AS INSTRUMENT NUMBER 1567083

4-H ADDITION  
TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30  
TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN



SURVEYOR'S NARRATIVE

- THE VESTING DEED FOR THE COUNTY OWNED PROPERTY IS A WARRANTY DEED FILED IN BOOK 73 OF DEEDS ON PAGE 115. THERE WERE OTHER DEEDS IN AND OUT OF THE COUNTY'S NAME FOR THIS PROPERTY, BUT THIS DEED IS THE ONLY DEED STILL RELEVANT TO THE COUNTY'S OWNERSHIP.
- THE VESTING DEED HAS AN ERROR OF CLOSURE OF 13 FEET +/- VARYING DEPENDING ON HOW IT IS CONTROLLED AND PLOTTED. THE SURVEYORS THAT RETRACED THE BOUNDARY IN (R3), (R4) AND (R5) CONSIDERED THE CONFLICTING TITLE ELEMENTS THAT CAUSE THE MIS-CLOSURE, AND THEY CORRECTLY WEIGHTED THE BOUNDARY SO THAT THE DISTANCES HELD OVER THE BEARINGS. I AGREE WITH THE POSITION OF ALL FOUND MONUMENTS AND HAVE HELD THEM AS A DIRECT STAKING OF THE VESTING DEED FOR THE PLAT BOUNDARY SHOWN HEREON.
- THE SOUTHERLY BOUNDARY HAS AN ANGLE POINT IN THE BOUNDARY THAT DOES NOT APPEAR IN THE VESTING DEED, BUT MAY HAVE BEEN SET AND HELD AS A GOOD FAITH EFFORT TO MONUMENT THE POSITION OF THE COINCIDENT PROPERTY BY A SURVEYOR PRIOR OR DURING THE CREATION OF (R3), (R4) AND (R5). THE ANGLE IN THE BOUNDARY ONLY CONSTITUTES 0.005 FEET OFF THE LINE MATHEMATICALLY SO THE POSITION WAS ACCEPTED INTO THE PLAT BOUNDARY HEREON.

IRRIGATION WATER RIGHTS STATEMENT

WATER RIGHTS AND ASSESSMENT OBLIGATIONS ARE NOT APPURTENANT TO THE LANDS INCLUDED WITHIN THIS PLAT. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE A WATER RIGHT.

OWNER'S DEDICATION

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30 MONUMENTED BY A 5/8 INCH IRON ROD WITH AN ALUMINUM CAP STAMPED PLS 3842 AND FILED WITH THE RECORDER FOR BONNEVILLE COUNTY AS CORNER PERPETUATION RECORD, INSTRUMENT NUMBER 1280248; THENCE RUNNING ALONG THE WEST LINE OF SAID SECTION 30 N00°01'43"E 511.98 FEET TO A 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED PLS 9755 AT THE NORTHWESTERLY CORNER OF GUSTAFSON PARK ADDITION DIVISION NO. 3 AND SECOND AMENDED PLAT OF GUSTAFSON PARK ADDITION DIVISION NO. 2, RECORDED WITH THE OFFICE OF THE RECORDER FOR SAID BONNEVILLE COUNTY AS INSTRUMENT NUMBER 334537, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE OF SAID SECTION 30 N00°01'43"E 607.85 FEET TO THE NORTHWEST CORNER OF A WARRANTY DEED RECORDED WITH THE OFFICE OF THE RECORDER FOR SAID BONNEVILLE COUNTY IN BOOK 73 OF DEEDS ON PAGE 113 MONUMENTED BY A 5/8 INCH IRON ROD WITH AN ALUMINUM CAP STAMPED PLS 9755; THENCE ALONG THE NORTH LINE OF SAID WARRANTY DEED S89°40'55"E 545.86 FEET TO THE NORTHWESTERLY CORNER OF LOT 30, BLOCK 3 OF THE FIRST AMENDED PLAT GUSTAFSON PARK ADDITION DIVISION NO. 1 AND 2, RECORDED WITH THE OFFICE OF THE RECORDER FOR SAID BONNEVILLE COUNTY AS INSTRUMENT NUMBER 285043; THENCE ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 3 OF THE FIRST AMENDED PLAT GUSTAFSON PARK ADDITION DIVISION NO. 1 AND 2 S24°40'06"W 447.93 FEET TO AN ANGLE POINT ALONG THE NORTHWESTERLY LOT LINE OF LOT 27, BLOCK 3 OF SAID FIRST AMENDED PLAT GUSTAFSON PARK ADDITION DIVISION NO. 1 AND 2; THENCE ALONG NORTHWESTERLY LINE OF BLOCK 3 OF SAID FIRST AMENDED PLAT GUSTAFSON PARK ADDITION DIVISION NO. 1 AND 2 S61°09'56"W 175.86 FEET TO THE NORTHEASTERLY CORNER OF LOT 39, BLOCK 3 OF SAID GUSTAFSON PARK ADDITION DIVISION NO. 3 AND SECOND AMENDED PLAT OF GUSTAFSON PARK ADDITION DIVISION NO. 2; THENCE ALONG SAID THE NORTHEASTERLY LINE OF SAID GUSTAFSON PARK ADDITION DIVISION NO. 3 AND SECOND AMENDED PLAT OF GUSTAFSON PARK ADDITION DIVISION NO. 2 S61°09'46"W 234.19 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINING 5.062 ACRES.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED BONNEVILLE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, IS THE LAWFUL OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS 4-H ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO.

BE IT FURTHER KNOWN, THAT IT DOES HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT IT ALSO GRANTS AND CONVEYS TO THE CITY OF IDAHO FALLS ALL EASEMENTS SHOWN ON THE PLAT AND THAT IT DOES HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF IDAHO FALLS, AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

OWNER, AND ITS HEIRS AND ASSIGNS, AGREE THEY WILL CONSTRUCT NO PERMANENT STRUCTURE WITHIN OR UPON ANY PUBLIC UTILITY EASEMENT SHOWN HEREON, AND THE CITY OF IDAHO FALLS AND ITS SUCCESSORS, ASSIGNS OR PERMITEES SHALL ALSO HAVE THE RIGHT, AT THE OWNER'S OR ITS HEIRS', SUCCESSORS' OR ASSIGNS' EXPENSE, TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES. IN WITNESS WHEREOF, IT HAS HEREUNTO SUBSCRIBED ITS SEAL AND SIGNATURE THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 201\_\_\_\_.

BONNEVILLE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, (OWNER)

ROGER CHRISTENSEN, COUNTY COMMISSIONER, CHAIRMAN

DRINKING WATER SYSTEM CERTIFICATE

PURSUANT TO I.C. §50-1334, THE OWNER DOES HEREBY, CERTIFY THAT ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF IDAHO FALLS MUNICIPAL WATER SYSTEM, AND SAID CITY HAS AGREED IN WRITING TO PROVIDE CULINARY WATER SERVICE TO SAID LOTS PURSUANT TO THE PROVISIONS OF TITLE 8, CHAPTER 4 OF THE IDAHO FALLS CITY CODE, AS AMENDED FROM TIME TO TIME.

IN WITNESS WHEREOF, IT HAS HEREUNTO SET ITS SIGNATURE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

BONNEVILLE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, (OWNER)

ROGER CHRISTENSEN, COUNTY COMMISSIONER, CHAIRMAN

ACKNOWLEDGMENT

STATE OF IDAHO )  
 )SS.  
COUNTY OF BONNEVILLE )

ON THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE PENNY MANNING THE BONNEVILLE COUNTY CLERK, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ROGER CHRISTENSEN, KNOWN OR IDENTIFIED TO ME, TO BE THE COUNTY COMMISSIONER CHAIRMAN FOR THE COUNTY OF BONNEVILLE, AND THE PERSON WHO SUBSCRIBED SAID COUNTY'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID COUNTY'S NAME AS A PERSON AUTHORIZED TO BIND SUCH COUNTY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

PENNY MANNING, BONNEVILLE COUNTY CLERK  
NOTARY PUBLIC FOR THE STATE OF IDAHO  
RESIDING AT: \_\_\_\_\_  
COMMISSION EXPIRATION DATE: \_\_\_\_\_



4-H ADDITION		
CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO		
SW¼ OF THE SW¼ OF SEC.30, T.2 N., R.38 E., B.M.		
SCALE: 1" = 100'	PROG. NO. PRK-2017-45	DATE: 11-06-2017
COMPUTER		SHEET NO.
E:\G-16-SURVEY BY DEPARTMENT\PARKS\4-H BUILDING OLD\4-H ADDITION PLAT.DWG		
PLOT DATE: 11-06-2017		OF

IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT  
FINAL PLAT  
4-H Addition  
November 14, 2017



Community  
Development  
Services

**Applicant:** Idaho Falls

**Location:** Generally east of Rollandet Ave., north of Sunnyside Rd, west of S. Boulevard, South of Rogers Ave.

**Size:** 5.062 acres

**Lots:** 2

**Existing Zoning:**

Site: R-1

North: R-1

South: R-3/ R-1

East: R-3/R-1

West: R-3A

**Existing Land Uses:**

Site: Developed

North: Zoo

South: Commercial

East: Residential

West: Residential

**Future Land Use Map:**

Parks, Recreation

**Attachments:**

1. Maps and aerial photos
2. Subdivision Plat

**Requested Action:** To recommend to the Mayor and City Council approval of the final plat for 4-H Addition.

**Staff Comments:** The property is zoned R-1 and is currently developed. The property has previously been used as the county fair grounds and 4-H facility. The proposed plat includes 2 lots which comply with the minimum requirements of R-1 Zone and the Subdivision Ordinance.

Access to the property will come from Rogers Street and Rollandet Ave. Rollandet Ave. is classified as a major collector and any new access will be required to comply with the Access Management Plan. A half section on the East side of Rollandet Ave. will be dedicated with this plat.

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

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

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

## **Zoning Ordinance:**

### **10-3-10: R-1 RESIDENCE ZONE**

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

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

#### **(B) Use Requirements.**

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

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

#### **(C) Area Requirements.**

An area of not less than six thousand square feet (6,000 ft<sup>2</sup>) 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.

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

**FINAL PLAT OF 4-H ADDITION, LOCATED GENERALLY EAST OF ROLLANDET AVE., NORTH OF SUNNYSIDE RD, WEST OF S. BOULEVARD, SOUTH OF ROGERS AVE.**

**WHEREAS**, the applicant filed an application for a final plat on November 1, 2017; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on November 14, 2017; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on November 21, 2017 and

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

### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 5.062 acre parcel located generally east of Rollandet Ave., north of Sunnyside Rd, west of S. Boulevard, South of Rogers Ave.
3. The proposed plat includes creation of 2 parcels from 1 parcel.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R-1 Zone.
5. The proposed development complies with and supports many principles of the Comprehensive Plan.
6. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of 4-H Addition.

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

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

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Rebecca L. Noah Casper, Mayor



## MEMORANDUM

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**TO:** Honorable Mayor and Council

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

**DATE:** November 15, 2017

**RE:** Consideration of the Downtown Master Plan and Implementation Strategy and Form-Based Code

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Attached are the final drafts of the Downtown Master Plan and Implementation Strategy and Form-Based Code. These documents were produced with assistance from members of the public, a steering committee, CRSA, Agnew:Beck, Pros Consulting, and City staff. The plan and code were considered by the Planning and Zoning Commission at a public hearing held on July 11, 2017 and recommended for approval by unanimous vote. Staff concurs with this recommendation. The delay in bringing the documents forward is due to revisions that had to be made to the code. The plan and code are now being submitted to the Mayor and Council for consideration. At this time, a public hearing has been advertised for the plan and the code, but approval of both documents won't take place until December 14<sup>th</sup>, giving the Council time to make adjustments and staff time to prepare the necessary resolution and ordinances.

Attachments:                      Adopting Downtown Master Plan and Implementation Strategy  
    Form-Based Code  
    Staff Report, July 11, 2017  
    P&Z Minutes, July 11, 2017



IDAHO FALLS PLANNING COMMISSION STAFF REPORT  
**Idaho Falls Downtown Plan**  
**July 11, 2017**



**Applicant:** CDS  
Department

**Location:**

Boundaries are G Street, Yellowstone, Cliff Street, and the Snake River Greenbelt adjacent to Memorial

**Attachments:**

1. Downtown Plan

**Requested Action:** To recommend to the Mayor and City Council approval of the proposed Downtown Plan for Idaho Falls.

**Staff Comments**

**Why a Downtown Plan:** The overall purpose of this project is to combine the disparate pieces of downtown planning that have been conducted over the years into a single, coordinated vision and implementation strategy for downtown Idaho Falls. There have been many studies and plans for the downtown including a comprehensive parking and parking management study, housing study, design assessment, preparation of design guidelines, and a section of the comprehensive plan. These plans and studies have included action items but there has not been a consolidated effort or assigned responsibilities to implement the plans.

Recently, two major properties were purchased by the Idaho Falls Redevelopment Agency: the former Bonneville Hotel and the former Saving Center grocery store. These projects are expected to be major catalysts for the downtown area. Additionally, identification of future catalytic projects to continue the growth and reinvestment of this area will be wanted.

The plan has been a collaboration of an extensive public outreach that has included a steering committee, stakeholder focus groups, a charrette activity, walking tour of the study area, business owner outreach, and public outreach including online comments.

**Downtown Plan Key Initiatives:**

1. Urban Design
  - a. Streetscape
  - b. Architecture
  - c. Historic Focus
  - d. Boundaries
2. Tactical Urbanism
  - a. Placemaking
  - b. Streetscape/Landscape
  - c. Pedestrian Areas
3. Market and Housing
  - a. Market
  - b. Housing
4. Transportation, Linkages, and Mobility
  - a. Circulation
  - b. Recreation
  - c. Parking

**Gap Analysis:**

The Gap Analysis is a review of redevelopment tools and methods most commonly used in Idaho and are grouped into three categories.

1. Planning and Capacity Building
2. Public-Private Partnerships
3. Housing Strategies

**Gap Analysis and Recommendations:**

- Strengthen downtown business
- Develop a unified downtown marketing
- Inject short-term program funding to determine viability of long-term investments
- Explore creation of tax abatement program
- Increase revolving loan funds

**Market Analysis:**

The Market Analysis portion of the plan identified demographics of the community and how they relate to projected participation trends of various groups. The Market Analysis also identified retail gaps that exist in Downtown and opportunities that are waiting to be filled.

**Implementation Strategy:**

The plan also includes implementation strategies to help guide the ideas and concepts of the plan into fruition. It identifies barriers to success and strategies that the City and community can use to help overcome these barriers. Also, included are case studies of various communities in Idaho of policies and practices used to implement some concepts of the plan.

IDAHO FALLS PLANNING COMMISSION STAFF REPORT  
**Form-Based Code for Downtown Idaho Falls**  
July 11, 2017



Community  
Development  
Services

**Applicant:** CDS  
Department

**Location:**

Boundaries are G  
Street, Yellowstone,  
Cliff Street, and the  
Snake River  
Greenbelt adjacent to  
Memorial

**Attachments:**

1. Summary of FBC  
Chapters
2. Subdistrict and  
Regulating Plan Map
3. FBC Full Text

**Requested Action:** To recommend to the Mayor and City Council approval of the proposed form-based code for downtown Idaho Falls.

**Staff Comments**

**Explanation of Form-Based Codes (FBC):** The Form-Based Code Institute defines an FBC as, "A method of regulating development to achieve a specific urban form. Form-Based Codes create a predictable public realm primarily by controlling physical form, with a lesser focus on land use, through city or county regulations."

Traditional zoning (often referred to as Euclidian) focuses on separation of land uses and setbacks, but doesn't address the entire public realm (streets, open space, sidewalks, and front setbacks). FBC's are more focused on the public realm and the existing or desired form of development and care less about land uses. They are a tool that both protects and enables a desired form.

**Why a FBC:** Planning staff chose to pursue a FBC for several reasons. First, there are currently more development pressures on the downtown than have existed for many years. There are two major projects currently in development and several others in beginning conversations. Second, the current zoning ordinance does very little to accommodate these development demands in a way that appropriately preserves the unique downtown form of development. It also imposes standards meant for suburban development such as shopping centers in an area never intended to develop that way. The FBC allows for the zoning to be adjusted to fit the existing development pattern of downtown as well as provide for desired improvements as new development occurs.

**FBC Highlights:** The downtown FBC is intended to recognize the existing form while also achieving some of the goals of the downtown plan. Some of the tools for doing this include:

- Divides the downtown into 6 subdistricts, each with its own requirements intended to follow the existing forms.
- Providing standards for public spaces including planter boxes, streets, sidewalks, open space and more functional alleys.
- Defines allowed building types and placements to maintain consistency with existing development.
- Current draft includes requirements for building materials to be consistent with existing materials in the downtown.
- Because the code is a new tool, staff intends to meet regularly to talk about necessary adjustments and make any changes at least every quarter.

## **Chapter Summaries:**

**Chapter 1—Place Types.** FBCs typically include different place types (sometimes referred to as transects) ranging from rural to metropolitan centers. The Place Types chapter defines standards for block configurations, districts/subdistricts, street types, and open spaces required in each. It includes both general requirements for all types as well as standards specific to each place type. With each place type there is also a map called a Regulating Plan that shows where the districts/subdistricts for that place type are located. The current draft of the downtown FBC only includes one place type: Urban Center. However, the chapter is written so more place types can be added later on if the code expands to include other areas.

**Chapter 2—Street Types.** Street type is typically found outside of zoning codes. Idaho Falls Public Works Department has a set of drawings for typical street sections. There are a couple of reasons for including streets in a FBC. First, the City's typical street designs are more for modern development where the automobile has been planned for and anticipated traffic needs to be accommodated. The form of the downtown was established before the automobile and doesn't always have the necessary width to meet current requirements. Rather than create a new typical section that could potentially be used anywhere in the City, the FBC chapter limits its use to designated areas such as the downtown.

Besides street dimensions and on-street parking regulations, this chapter also includes requirements for alleys. The downtown plan recommended identifying alleys that could be modified to allow more pedestrian and commercial activity. This chapter includes some minimum standards to follow when those projects happen.

**Chapter 3—Subdistricts.** This chapter defines the different areas within the Urban Center place type. It is similar to the purposes statements found in traditional zoning ordinances for each zone.

**Chapter 4—Uses.** The use chapter is very similar to traditional zoning ordinances. It lists allowed uses and conditional uses for each subdistrict. It also includes additional standards for uses that may not have been allowed in a traditional code, but which may be permitted with additional standards within the FBC.

**Chapter 5—Building Types.** While the Building Types chapter includes some very familiar elements such as setbacks and building heights, it also is one of the chapters that is most different from the City's current zoning code. Rather than just stating what the setbacks are for a zone, this chapter instead what types of buildings are allowed in the zone and then identifies the standards for that building type. It is important to note that this is not intended to dictate particular architectural types, although there are standards on specific architectural elements such as entries, roofs, and required percentage of transparency.

Setbacks, heights, and number of floors are handled with both minimum and maximum standards to ensure buildings stay close to the street and stay within a height relatively similar to other buildings in the area. Allowed uses and parking are also identified by floor of the building or appropriate location.

**Chapter 6—Open Space.** This chapter defines the different types of open spaces allowed within the code and provides for the requirements of each type. Open space types include courtyards, plazas, pocket parks, and others. Requirements include standards for minimum size, minimum percentages for impervious surfaces, lighting, seating, and plantings. As with other sections of the FBC, there are more types than will likely be used downtown, understanding that the code may expand to include other areas in the future.

**Chapter 7—Landscaping.** The landscaping standards in this chapter are much more detailed and specific than the City's current zoning ordinance. The intent is to make sure that appropriate materials are used and maintained in an appropriate way, especially given the challenge of dealing with small planting areas next to rights-of-way. This chapter also includes some basic standards for raised planters in the right-of-way. Downtown currently has a mix of planter types. While this chapter does not specify design materials, there are at least some basic size requirements to follow as planters are upgraded or installed new.

**Chapter 8—Parking.** This is a fairly standard zoning chapter. It ensures the appropriate number of parking stalls are provided, provides minimum standards for design, and also deals with bicycle parking. Credits are available to reduce the number of stalls.

**Chapter 9—Sign Types.** As its name implies, this chapter defines the signs allowed downtown along with the dimensional requirements. Adoption of this chapter will necessitate changes in the City's main sign code. Staff discussed whether or not to include this chapter or just modify the sign code to include these requirements. The decision to leave this chapter in the FBC was to keep all downtown standards in one place.

**Chapter 10—Administration.** The administration chapter establishes the procedural requirements for permit applications. It identifies when the standards will apply to existing buildings and not just new construction. It also addresses how to handle non-conforming structures and uses. One of the goals was to be careful about applying these standards to existing buildings unless something major was happening. During various meetings with stakeholders and business owners staff committed that the new plan and code would not be intended to make it overly difficult for existing structures to be modified. This chapter also includes definitions and illustrations of terminology used in the body of the FBC.

## **Public Hearing:**

**2. Downtown Plan.** McLane and Cramer presented the staff report/introduction to the Plan, a part of the record. Foster asked if the Redevelopment Agency was involved. McLane indicated that they had a large steering committee, and had a public out-reach at the Public Library for the community, and they had a special meeting with downtown business owners. Foster clarified that this is just a “plan” and nothing saying it must be done this way. Cramer indicated that is the Code’s job, and this is just the “Plan”. Dixon stated that there have been many plans over the years, and now there is no way to buy groceries downtown, so how do you attract people to live downtown if there is no place to buy groceries. Gillman indicated that he will answer that question as they walk through the Plan.

**Kelly Gillman, CRSA.** Gillman continued to present the staff report. Gillman stated that there are certain elements that are doing good downtown, including restaurants, shops, and Airbnb. Gillman stated that Part 1 in the Downtown Summary paints the broad picture of what they want to accomplish and Part 2 is the Code that supports that Plan. Gillman stated that they started this process in September 2016. Gillman stated that they had many meetings with the steering committee, including the Mayor, who was very supportive of the process, as well as many focus groups, including business owners from Downtown. Gillman stated that they had 250 people come to the open house at the Library and they listened to what people were feeling about Downtown. Gillman stated that they had a map online and they let people leave comments about the map regarding problems that were in specific areas. Gillman stated that they ended up with key issues: Tactical Urbanism (testing a change to see if it is a good idea); Transportation; Market Housing; Urban Design. Gillman stated that the Form Based Code goes into the form of Downtown. Gillman gave a summary on Market Analysis which shows a higher potential than average for growth in Downtown redevelopment. Gillman clarified that reconfiguration of the streets is not part of the project. Gillman stated that the Regulating Plan connects Part 1 (Plan) to Part 2 (Form Based Code). Gillman stated that there is some demand for Market Housing. Black stated that she just came back from Ft. Collins and the whole town is incredible and has a picture of alley way that has landscaping and lights across the top and benches. Black stated that there are some alleys in Downtown that could be transformed. Dixon suggested a way to get people off the River pathway and into Downtown, is put the Farmers Market Down Park Street, so they must go into Downtown. Gillman indicated that idea came up in some of the groups and the top of Pg. 29 shows temporary street closure as one of the short term tactical projects that were recommended. Cramer stated that the long-term plan for the Farmer’s Market is similar to Dixon’s suggestion. Cramer stated that the reason it is on Memorial now, is for visibility, and Memorial Drive was designed to house events like a Farmers Market as there are multiple water/electrical outlets. Black stated that events like the Downtown concerts could have food trucks involved and it would draw more people. Black stated that the Form Based Code could make a difference as it will give the City more flexibility to have more licensing for food trucks, etc. Black stated that she likes the idea of painting some of the streets. Black stated that this Plan and Form Based Code will open opportunities. Dixon stated that there is an identity crisis Downtown, is it professional offices, parking lots, or restaurants. Gillman stated that Downtown needs daytime and evening activities. Black stated that some amenities in the Downtown area such as convenient stores, etc. would be helpful. Black stated that DI building will be a good spot for some multi-level apartments. McLane stated that this Plan is broad, not specific, and it is to create ideas and visions of what could potentially happen Downtown. McLane stated that the

City doesn't make the grocery store Downtown, they can only encourage people to develop in that direction. Black and Dixon both indicated that there have been many "plans" throughout the years that were not carried forward. McLane agreed and stated that this Plan will encourage the things in the Downtown area that are wanted, but doesn't have the specifics of what each block will look like, and the specifics will only come once the area starts to develop. McLane stated that there is a large section in implementation and implementation strategies to encourage the things that have been discussed. Dixon stated that more people need to come Downtown and they need reasons to come Downtown. Foster asked if the approval for the Plan is the first step to getting to where we want to be with the Downtown area. Cramer stated that nothing that the Commissioners have said is not supported by the Plan. Cramer stated that the market will drive new things such as grocery stores. Cramer indicated that recently there has been a Downtown convenient store open, there is a meat market, there is the Midget Market, and the Farmers Market, and so there is a lot of opportunity for produce and groceries. Dixon stated it is hard to see the overall picture, and all he sees is ways to tax people to pay for it and that is a turn-off. Foster asked if they should hold on their recommendation. Gillman stated that he has heard that things should be moved around in the document, but not concerns about the content. Hicks stated that there is too much traffic, and if you want people to come Downtown you must have something to turn them on. Gillman stated that has been addressed in the Plan as they recommend opportunities to use plazas for any type of events, and closing of streets to support the events. Gillman stated that the streets don't need to be closed permanently, just temporary closure associated with an event. Black stated that she disagrees with the assertion that there is nothing to draw people and stated that there are museums, there is the Colonial Theatre, and there is the Art Theatre. Black stated that this town is not large enough to support some big events. Hicks stated that in the summer time there will be people coming to Idaho Falls, and you must have events that turn them on. Black stated that this Plan is getting the tools to encourage some of that development. Black stated that on page 32 it stated that it will encourage restaurant and restaurant development which will encourage people to go Downtown. Black stated that the Commission needs to recommend the Plan, as it gives the City and the Commission the tools to implement what they want to see. Morrison agreed with Black and wants the Plan to reach farther. Gillman indicated that they will accept a recommendation that requests them to move things around in the document. Dixon stated that the Plan needs to be written in English. Dixon stated that there are a lot of things that are unclear and not defined places, such as "create catalytic spaces". Gillman stated that they did use terminology that is not for everyday language, but they used terminology that will be appealing to certain developers that will be needed to create the places they are wanting. Gillman stated that there are developers whose number one goal is to do place making, and they'll understand the terms. Gillman stated they could rewrite it and make it more readable, but the strategy was to hit a certain target market of development that will bring a certain element to the Downtown. Dixon discussed what type of housing they are looking for, including multi-story high density housing. Dixon stated that he is unsure how Core A will develop different than Core B. Gillman stated that the vision is for the whole Downtown and there are differences in each area. Gillman stated that the sub-district that encompasses the north blocks does encourage more new development/mixed use, where as another core, will not encourage that. Gillman stated that the Code will talk more about specific things. Cramer suggested picking up the language from the Code that defines what the Districts are. Cramer stated that on page 25 of the Form Based Code, it specifically defines what the Cores are, and something like that could be moved into the Plan so people have an idea of what they are talking

about. Dixon stated that the code states what buildings would look like and what the function would be, and the Plan seems to be what do you want the areas to develop into? Dixon stated that the Plan should tell him what is going on in sub-district A or B, and the Code should explain what specific store front options can be done in that zone. Cramer stated that page 39 of the Plan does explain what is to be done in each sub-district. Cramer stated that tactical urbanism is all about testing an idea, such as narrowing the street, in an inexpensive way to see what works and what doesn't before you invest millions to make something permanent. Cramer stated that the Plan encourages them to try things. Cramer stated that Catherine Smith is the new director of Idaho Falls Downtown Development and she has already met with local restaurants about the alleys and parking spaces and the restaurants are excited and want to try things. Cramer stated that government gets concerned about things being permanent and so they aren't allowed, but this Plan will encourage tactical urbanism to try the idea and see if it works. Gillman stated that the Plan is not intending to immediately appoint all the taxing strategies, but rather they want to try different things and see how they go, and then implement ways to make them permanent if they work. Dixon asked the other Commissioners about their thoughts on the Plan.

Romankiw agreed with Black and likes the Plan as it is broad ideas of what they would like Downtown to look like. Romankiw believes that all the ideas that were mentioned will be supported and facilitated by the Plan. Romankiw stated that some of the ideas that were mentioned cannot be addressed in the Plan. Romankiw stated that she likes the Plan.

Denney agreed with Black and likes the Plan. Denney stated that they are working towards what they want Downtown to be and the Plan can be used like a tool to accomplish that. Denney stated that the Plan gives opportunity and ideas on how to draw people to the Downtown area. Denney likes the idea of trying temporary things until they find something that works.

Foster stated that the document can be used for many purposes. Foster stated that the Plan can stimulate ideas to make the Downtown vibrant. Foster stated that the Plan can be a great idea tool for the Idaho Falls Downtown and this is the first step in guiding Idaho Falls Downtown to the vision.

Morrison stated that the Plan is well done and a good idea. Morrison stated he is excited and wants to get started ASAP.

Hicks stated that overall, he believes it is a good starting place for a change.

Dixon stated that pages 39 and 40 talks about the different Districts and then after several pages of unrelated material, page 46 has a map where the Districts are described.

Black stated that on page 43 she highlighted – “Form Based Codes are an alternative type of building code that relies less on use designation, focusing instead on the characteristics of individual sites.”

**Black moved to recommend to the Mayor and City Council approval of the proposed Downtown Plan for Idaho Falls, Morrison seconded the motion and it passed unanimously. Form Based Code.**

Cramer asked the Commissioners for their comments regarding the Code.



Morrison stated that it makes the City's, developers, and Commissioner's life easier, and it preserves things. Morrison stated that he likes the Form Based Code.

Hicks stated that it sets a pattern and has things happen by sections.

Foster asked if Staff can give a summary of what the Form Based Code does.

Gillman stated that the goal of the Form Based Code is to focus less on the use and more on the form. Gillman stated that it could be said they don't want a car dealership Downtown, but if the cars were all in the back, they might be ok with it because the form is correct. Gillman stated that the Code is based on meeting the vision of Plan, by encouraging a certain form through the Code. Gillman indicated that some of the form for certain sub-districts could be used in other parts of the City, and some, such as the Historic Core is only going to apply to the Downtown.

Black stated that the Downtown Plan was in layman's terms and the Form Based Code is harder to understand.

Gillman stated that in the buildings chapter (Chapter 5) there are certain height differences, and at first glance will not make a lot of sense. Gillman stated that a 6-story residential building could be the same height as a 5-story commercial building because of the different height levels of the different uses. Gillman stated that a developer that knows what they are doing will see those and understand.

Black stated that the Form Based Code is not something she needs to understand, but rather the developer will know what is happening.

Dixon stated that the idea is to give the same look and feel whether its mixed use or not. Dixon stated that some of the ideas suggest that they are going to redevelop whole blocks or several blocks at a time. Dixon stated that if you were starting with green fill this would be great, but this is already developed. Gillman stated that some things will only apply to one sub-district and that one is right on the edge of F street and the neighborhood and so it is allowed as a buffer, and in the future that sub-district could be placed other places in the City. Dixon asked where the map of the Districts is located. Gillman indicated that page 57 has the map.

Cramer stated that if you read the Code carefully you'll come across things and think that's not what Downtown is for and that doesn't fit, but some of that is intentional, because if this works it can be expanded.

Dixon stated that there are things that he couldn't tell if they'd work or not, such as parking credits and metered parking. Dixon stated that parking is always a problem in any city, and before they increase their density it is time to figure out how to handle the parking issue. Gillman pointed out that in many of the chapters you'll see language such as "shall be approved as per written code, or by the zoning administrator or his/her designee." Gillman stated that they put in language to give flexibility to the City staff to work with the developer and adjust as needed. Gillman stated that they've included that language in many places so they don't have to adjust the code every time there is a unique situation that wasn't anticipated. Dixon stated that a lot of the items seem to be non-specific to Downtown Idaho Falls. Dixon stated that there are things in the Code that make it blurry instead of focused as to whether this is Downtown Idaho Falls, or is this the first step towards Form Based Code for the City. Gillman stated that there are some elements that they talked about striking, as they aren't relevant to Downtown, but they

added on page 98 what they called future place time, so there is the thought that as you add more it may become applicable. Gillman stated that if they leave things in the Code it will be easier to expand it long term. Cramer stated that the first draft had references specific to Downtown and they asked CRSA to strike all of that, as this is not intended to be just for Downtown, as they want to use it in areas where form is different, such as the numbered streets. Cramer stated that they have reserved space so this Form Based Code can grow out of the Downtown boundaries, so there are things that make it blurry and that is intentional. Gillman stated that is why there are two sections one being the Downtown Plan and the second part is the Form Based Code. Dixon stated that it makes it confusing and it would be better if there was a section that was specific to Downtown and then general form base that could apply to other parts of the City later. Cramer stated that Chapter 1 Place Types gets more specific, and the Place Type that is selected for Downtown is an urban center. Cramer stated that if you move south of Downtown (Cliff – Pancheri) it's not the same form as Downtown, so you don't want to use the same place type. Cramer stated that it is multiple layers of zoning. Cramer stated that he is unsure how to resolve the issue that Dixon is raising with the blurriness. Gillman stated that many cities have adopted this template and have liked the results, and so Gillman is hesitant to change it because it might not work the right way. Gillman stated that it is hard to understand how it works, but it does work. Dixon suggested that they give examples of within the zones of Downtown they recommend certain things, rather than give all the styles that don't apply to the Downtown. McLane stated that even within the Historic Core there are buildings that don't match. McLane stated that Downtown Idaho Falls, has lost a lot of the historic integrity and it won't come back. McLane stated that the intent isn't to make everything feel like the old brick buildings. McLane stated that you want to be sensitive to what is Downtown and have things fit, and not have buildings built that don't fit in the block that they exist in. McLane stated that the tables (page 54) have different building types in different Districts or edges that fit those specific areas. McLane stated that it gives lists of different regulations that can apply to unique locations Downtown. McLane stated that the intent isn't to take a whole block and make it feel like an old building, but rather, have it fit where it is being built. Cramer stated that this is a different way of thinking than what we are used to. Cramer stated that if someone wants to build something they should find what District they are in and then figure out what type of building they want to do and decide if that building type is permitted in that District, and then you talk about form, including transparency, windows, roof types, etc. Cramer stated that it will depend on the builder as to how this Form Based Code is going to be accepted. Dixon asked about the Savings Center new development, and asked what that form will be so he can understand what the first stage of the incremental evolution will look like. Cramer stated that they get to select the building type (i.e. store front, stoop) and then the code will tell them if you are doing that type of building this is the form it needs to take. Dixon asked if the building next to them must take the same type because they built first. Cramer stated that the next building should select an approved building type, and then use the form for that building type, and the forms are compatible. Gillman stated that the different building types tie with construction codes and the way the buildings are constructed. Gillman stated that developers understand that language and they know what type of building type they are selected and when they look at the code it will be easy for them to know what the form is. Dixon asked if the Savings Center development will all look the same, or will the buildings look drastically different. Gillman explained that a developer that specializes in a certain building type comes to Idaho Falls, and wants to build a general stoop building, they pull up the code to see where they can build, and it shows that Core

A, General A, Edge A are the three sub-districts where they are allowed to build, then depending on which District they choose, then they figure out what scale the building can be (2 story- 6 story building), then there is a chart on page 44, that has other decisions they need to make that are similar to the building height, (floor height, transparency, windows on the street, etc.). Gillman stated that the range of the options are similar, so if one developer on one side of the corner they build a 3-story building and on the other side they build a 5-story building, they are ok because they are within the range for that sub-district. Gillman stated that when it comes to colors, textures, and details of the building, this is not a design guideline and those details are not prescribed. Gillman explained that there is some market economics that goes along with this Code, and developers figure out the best option to make the project pencil. Dixon asked if there are two 3-story buildings side by side will it look cohesive, or will it look like two very different things. Gillman stated that the range of options is narrow enough that they will look cohesive. Gillman indicated that the architect still can give some distinction to the building, but the overall form will be close.

Romankiw stated that she thinks it is brilliant and wants it approved. Romankiw stated that the chapter on uses is very clear, and then the focus is on the form of the building.

Denney stated that it is a template, so there are things that do not apply to Downtown, but it is a document that can be used in the future. Denney stated that the Code is very flexible and allows the developer some choices.

Morrison indicated that he likes the Code a lot and it is a great place to start and is 100% in favor of the Code.

Dixon stated that Staff has markups and the Downtown Plan had some changes, and asked if Staff will make the changes prior to sending the document to City Council. Cramer stated that they will make the recommended changes including the reordering, changing the images and text.

**Black moved to recommend to the Mayor and City Council approval of the Form Based Code for Downtown Idaho Falls, Hicks seconded the motion and it passed unanimously.**



## MEMORANDUM

**TO:** Honorable Mayor Casper  
**FROM:** Randall Fife, City Attorney  
**DATE:** November 16, 2017

**RE:** City-County 4-H Fairgrounds  
Property Sale

In October, Council directed the City Attorney's office to draft a sale and purchase agreement to acquire the County 4-H Fairgrounds property. County and City staff drafted an attached agreement to facilitate the purchase.

The property in questions appears on Lot 2 of Block 1, 4-H Addition to the City of Idaho Falls (also as Exhibit "A" to the new draft of the sale and purchase agreement. The new draft reflects updated facts related to the transaction (i.e., the appraised value and the plat of the property).

Features of the agreement include the following:  
payment at execution of a non-refundable amount of \$50,000; payment of the total purchase price of \$695,000, as determined by an independent appraisal from Kelley Real Estate Appraisers, Inc., a firm agreed upon by the parties; and closing within 30 days following public hearing and a successful 2/3rds vote by each party respectively.

The County has scheduled a public hearing to approve the sale on November 22.

**PURCHASE AND SALE AGREEMENT BETWEEN  
CITY OF IDAHO FALLS, IDAHO, AND BONNEVILLE COUNTY, IDAHO  
(4-H FAIRGROUNDS PROPERTY)**

THIS PURCHASE AND SALE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY, IDAHO, (hereinafter "Agreement"), is made this October 31 day of October 31 2017, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "BUYER"), and Bonneville County, Idaho, whose address is 605 N. Capital Ave., Idaho Falls, Idaho 83402 (hereinafter "SELLER").

WHEREAS, COUNTY owns certain property (hereinafter "4-H Fairgrounds Property") lying within Bonneville County Property that was vested by Warranty Deed filed with the Office of the Recorder for Bonneville County in Book 73 of Deeds, page 113, and located at the corner of Rollandet Avenue and Rogers Street in City limits, a portion of which property which containing approximately 3.382 acres is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, because of the success of COUNTY 4-H programs and the burgeoning population and interest, COUNTY's needs and programs for residents and visitors cannot be adequately accommodated or addressed on 4-H Fairgrounds Property; and

WHEREAS, COUNTY has recently acquired a reasonably sized property that will address the current and future 4-H program needs and other needs of COUNTY; and

WHEREAS, CITY is desirous of obtaining 4-H Fairgrounds Property for CITY purposes including, but not limited to, a probable expansion of the Idaho Falls Zoo, construction of the William J. Maeck Education Center, and use of existing buildings currently located and constructed on 4-H Fairgrounds Property; and

WHEREAS, for such reasons the Parties desire to effectuate the sale of the 4-H Fairgrounds Property to CITY in accordance with the terms and conditions of this Purchase and Sale Agreement and the requirements of the Idaho Code; and

WHEREAS, COUNTY has property sales authority through Idaho Code §§ 31-808(9); 31-808(1); and 67-2322 through 67-2325; and

WHEREAS, CITY has property purchasing authority through Idaho Code Title 50, Chapter 14; and

WHEREAS, COUNTY and CITY understand and agree that certain Idaho Code requirements must be followed as a prerequisite to the property sale contemplated by this Purchase and Sale Agreement and that each Party to this Purchase and Sale Agreement intends to follow its respective and the collective Idaho statutory requirements; and

WHEREAS, such sale of property may be made for COUNTY's declared value payment

if COUNTY determines that it is in the best interest of the public, in the opinion of COUNTY to do so; and

WHEREAS, COUNTY, by this Agreement declares and determines that the "total purchase price" defined in this Agreement, at 1. Purchase Price, is the value of the Property that is in the best interest of the public in the judgment of COUNTY; and

WHEREAS, CITY desires to design and construct the "William J. Maeck Education Center" at a location on the 4-H Fairgrounds Property consistent with the concepts and provisions contained in the "Memorandum of Understanding Zoo Education Center Donation" between CITY and William J. Maeck, dated February 23, 2017; and

WHEREAS, COUNTY wishes to cooperate with CITY in that community-enhancing construction effort; and

WHEREAS, COUNTY intends, by this Purchase and Sales Agreement, to grant to CITY permission and access on the 4-H Fairgrounds Property in order to facilitate the construction of the Maeck Education Center; and

WHEREAS, SELLER hereby agrees to sell to BUYER, the real 4-H Fairground Property set forth below and all improvements thereon, except as specifically set out in this Agreement (hereinafter the "PROPERTY"), and BUYER agrees to purchase said PROPERTY from SELLER on the terms and conditions set forth in this Agreement, as follows:

PROPERTY: The PROPERTY is a portion of the 4-H Fairgrounds Property, which is a parcel of approximately 3.382 acres, and is more particularly described in Exhibit "A" attached to this Agreement which Exhibit is further made a part hereof the same as if fully transcribed and copied herein.

1. PURCHASE PRICE. Total purchase price shall be the value of the PROPERTY established by Kelley Real Estate Appraisers, Inc., following an independent appraisal performed by an appraiser licensed and in good standing with the Idaho Real Estate Appraiser Board and pursuant to generally accepted government real estate appraisal practices ("Appraised Value"); however, the total purchase price shall not be lower than a minimum base price of six hundred thousand dollars (\$600,000) and shall not be higher than a maximum price of seven hundred and fifty thousand dollars (\$750,000). The total purchase price shall be payable as follows:

1.1. Upon Execution. A non-refundable execution fee of fifty thousand and no/hundredths (\$50,000) cash shall be paid by BUYER to SELLER upon execution of this Agreement.

1.2. At Closing. The total purchase price minus fifty thousand dollars (\$50,000) cash shall be paid by BUYER to SELLER at Closing, which will occur within thirty (30) days immediately following a two-thirds (2/3) vote of each of the Parties, pursuant to Idaho Code Section 67-2324 and establishment of the Appraised Value and total purchase price.

2. SPECIAL CONDITIONS. The following Special Conditions shall apply to the sale of the PROPERTY:

a. No permissions, cooperation, or authorizations necessary from COUNTY to facilitate design or construction of the William J. Maeck Education Center shall be unreasonably withheld or delayed.

b. Any and all water rights, irrigation rights, mineral rights and all other rights of ownership shall transfer with the transfer of title from COUNTY to CITY at closing.

c. COUNTY shall have sole use of the buildings on the PROPERTY through September 30, 2018, for 4-H and related COUNTY purposes.

d. The Parties agree that the failure of either Party to execute to this Agreement pursuant to the requirements of the Idaho Code (particularly I.C. Section 67-2324), shall nullify this Agreement. Neither Party shall seek or be entitled to damages from the other Party for such nullification.

3. TITLE OF SELLER. All rights, titles and interests of SELLER shall be conveyed by Warranty Deed, be good and marketable and free and clear of all liens and encumbrances but subject to rights reserved in federal patents, state deeds; City building or zoning regulations and ordinances; and rights of way and easements (including easements for buried telephone, cable and gas lines established or of record).

4. TITLE INSURANCE. No Title insurance shall be provided by SELLER. In the event BUYER desires Title Insurance, BUYER may purchase such Title Insurance at its sole cost and expense.

5. CLOSING. Amerititle Title Company shall be the "Closing Agent" and the "Closing" shall occur within thirty (30) days immediately following the approval of the purchase by a two-thirds (2/3) majority vote of each of the Parties, pursuant to Idaho Code Section 67-2324 and establishment of the Appraisal Value and total purchase price.

BUYER and SELLER shall deposit with the Closing Agent all instructions, information, funds and instruments necessary to complete the sale.

6. COSTS PAID BY. Any costs or fees necessary to the Closing of this transaction shall be paid by SELLER and BUYER equally.

7. POSSESSION/PRORATION. In addition to possession of the portion of the PROPERTY that allows CITY to begin construction of the Maeck Education Center pursuant to 2.1 of this Agreement, SELLER shall deliver possession of all portions of PROPERTY to BUYER at Closing. Taxes and water assessments, if any, shall be prorated as of closing.

8. SELLER WARRANTIES. No warranties, agreements, or representations, express or implied, have been made or shall be binding upon either party unless set forth in this Agreement. Except as otherwise set forth in this Agreement, BUYER accepts the PROPERTY in an "AS IS" condition, and is purchasing the PROPERTY upon its own examination and judgment, and not by reason of any representation made by SELLER, or SELLER's agents, including but not limited to its condition, size, location, zoning status, covenants, conditions and restrictions, present value, future value, income, or production therefrom.

9. INSPECTION. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER's expense, within twenty (20) days of execution of this Agreement. SELLER agrees to make the PROPERTY available therefor at reasonable times. Should any of these inspections reveal the presence of possible presence of hazardous wastes or toxic substances (as defined by Federal or State health, safety, and water regulations or laws) which constitute a material hindrance to the construction or use of facilities on the PROPERTY, or the intended operation or use of the PROPERTY, then BUYER will promptly notify SELLER of the presence or possible presence of such hazardous wastes or toxic substances and provide SELLER with copies of the inspection results. SELLER shall have ten (10) days in which to respond to BUYER in writing. If SELLER determines not to cure or remediate such hazardous or toxic conditions or materials prior to closing, BUYER may terminate this Agreement.

10. TIME IS OF THE ESSENCE-EXTENSION OF CLOSING. Time is of the essence in this Agreement. However, in the event the transaction contemplated under the terms of this Agreement cannot be closed by the date provided herein for any reason set forth below, then, and in such event, BUYER and SELLER authorize the Closing Agent to extend the date for Closing one time only for a period of not to exceed ten (10) days. The Closing Agent may, in its sole discretion, extend the closing for the following or similar reasons: (1) Delay in preparation, delivery, inadvertent loss, or destruction by the parties, or their representatives Closing Agent, lawyers, title companies, insurers, of contracts or other documents required for Closing; (2) Unavailability, illness or scheduling conflict of BUYER, SELLER, or their representative(s), or Closing Agent on date set for Closing; (3) Extreme inclement weather or hazardous transport conditions. The Closing Agent shall, in the event of any such extension, promptly give notice to the parties at their addresses set forth herein.

11. RISK OF LOSS. Prior to execution of this Agreement, all risk of loss shall remain with SELLER. Thereafter, all risk of loss shall be to BUYER.

12. AMENDMENT. No amendment, alteration or modification of this Agreement shall be effective unless made in writing, duly executed by the parties hereto and in accordance with requirements of Idaho Code.

13. ASSIGNMENT. Neither party may assign this Agreement or any interest



hereunder.

14. EXECUTION OF OTHER DOCUMENTS. The parties agree to execute any further and additional documents necessary to carry out the terms of this Agreement as long as such are consistent with Idaho Code.

15. SEVERABILITY. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

16. DEFAULT. If SELLER executes this Agreement, and title to said PROPERTY is marketable and insurable and BUYER fails, neglects or refuses to comply with the terms or any conditions of sale set forth herein within five (5) days from the date on which said term or condition is to be complied with, then BUYER's interest in the PROPERTY shall be terminated and any money paid by BUYER to SELLER at execution of this Agreement, pursuant to Section 1.1, shall be forfeit to SELLER.

In the event of default under the terms and conditions of this Agreement (other than a legal challenge to this Agreement based upon a failure to followed requirements of Idaho Code), the defaulting party agrees to pay all fees and costs, including reasonable attorney's fees and costs incurred by the non-defaulting party.

17. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of Idaho.

18. BINDING EFFECT. This Agreement shall inure to and be binding upon the parties hereto and their heirs, personal representatives, successors and assignees.

19. ENTIRE AGREEMENT. This Agreement constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings or agreements between the parties with respect to the purchase and sale of the PROPERTY described above, if any, whether verbal or written.

20. EXECUTION IN COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

21. SURVIVAL OF TERMS, CONDITIONS, AND COVENANTS. The terms, conditions, and covenants contained in paragraphs 3 and 8 shall survive the recordation of the Warranty Deed referred to hereinbefore.

ATTEST:

CITY OF IDAHO FALLS

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

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

BONNEVILLE COUNTY, IDAHO

By: Roger S Christensen  
Roger Christensen, Chair

By: Dave Radford  
Dave Radford, Commissioner

By: Byron Reed  
Byron Reed, Commissioner

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

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

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

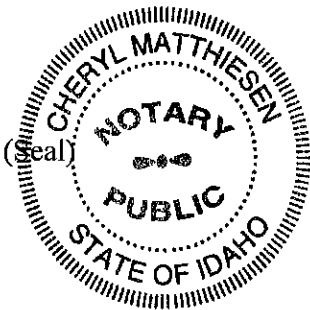
(Seal)

\_\_\_\_\_  
Notary Public for State of Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

On the 31<sup>st</sup> day of October, 2017, before me, the undersigned, a notary public in and for said State, personally appeared Roger Christensen, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

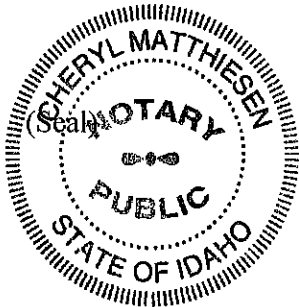


Cheryl Matthesen  
Notary Public for State of Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: 11-5-22

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

On the 31<sup>st</sup> day of October, 2017, before me, the undersigned, a notary public in and for said State, personally appeared Dave Radford, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

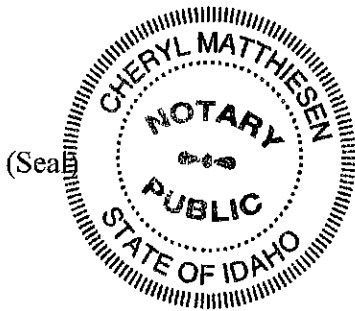


Cheryl Matthesen  
Notary Public for State of Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: 11-5-22

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

On the 31<sup>st</sup> day of October, 2017, before me, the undersigned, a notary public in and for said State, personally appeared Byron Reed, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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




  
\_\_\_\_\_  
Notary Public for State of Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: 11-5-22

Exhibit "A"

Legal Description



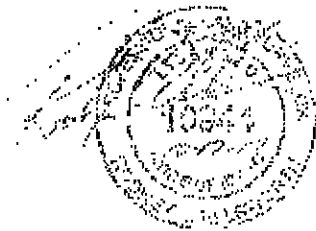
October 11, 2017

TRACT 2

Commencing at the Southwest Corner of Section 30, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence N.00°16'30"E. along the Section line 511.94 feet; thence N.61°23'30"E. 34.26 feet to the Northwest corner of Lot 39, Block 3, Gustafson Park Addition, Division No. 3, Second Amended Plat, An Addition to the City of Idaho Falls, Bonneville County, Idaho; thence N.61°23'30"E. along the North boundary line of said Lot 39 a distance of 200.00 feet to the Northeast corner of said Lot 39; thence along the boundary line of the First Amended Plat of Gustafson Park Addition, Division No. 1 & 2, An Addition to the City of Idaho Falls, Bonneville County, Idaho, the following two (2) calls; (1) thence N.61°23'40"E. 175.93 feet; (2) thence N.24°55'40"E. 47.68 feet to the TRUE POINT OF BEGINNING; running thence N.24°55'40"E. along said boundary line of said First Amended Plat 400.22 feet to the Northwest corner of said First Amended Plat; thence N.89°25'50"W. 515.99 feet to the East Right-of-Way line of Rollandet Ave.; thence S.00°16'30"W. along said East Right-of-Way line 325.99 feet; thence S. 89°52'26"E. 175.82 feet; thence S.76°27'10"E. 177.98 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO: existing easements of record

Containing 147.325 Sq Ft or 3.382 acres.



C:\PIE\Legal\1494\TRACT 2

Ellsworth & Associates, Pllc  
250 1<sup>st</sup> Street P.O. Box 1822  
Idaho Falls, Idaho 83403  
(208) 523 3414 Fax (208) 523 2614  
ellsworth@ida.net



**PURCHASE AND SALE AGREEMENT BETWEEN  
CITY OF IDAHO FALLS, IDAHO, AND BONNEVILLE COUNTY, IDAHO  
(4-H FAIRGROUNDS PROPERTY)**

THIS PURCHASE AND SALE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY, IDAHO, (hereinafter "Agreement"), is made this \_\_\_ day of \_\_\_\_\_ 2017, by and between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "BUYER"), and Bonneville County, Idaho, whose address is 605 N. Capital Ave., Idaho Falls, Idaho 83402 (hereinafter "SELLER").

WHEREAS, COUNTY owns certain property (hereinafter "4-H Fairgrounds Property") of approximately 3.307 acres and further identified as Lot 2, Block 1 of the 4-H Addition to the City of Idaho Falls, located at the southeast corner of Rollandet Avenue and Rogers Street in City limits, which property is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, because of the success of COUNTY 4-H programs and the burgeoning population and interest, COUNTY's needs and programs for residents and visitors cannot be adequately accommodated or addressed on 4-H Fairgrounds Property; and

WHEREAS, COUNTY has recently acquired a reasonably sized property that will address the current and future 4-H program needs and other needs of COUNTY; and

WHEREAS, CITY is desirous of obtaining 4-H Fairgrounds Property for CITY purposes including, but not limited to, a probable expansion of the Idaho Falls Zoo, construction of the William J. Maeck Education Center, and use of existing buildings currently located and constructed on 4-H Fairgrounds Property; and

WHEREAS, for such reasons the Parties desire to effectuate the sale of the 4-H Fairgrounds Property to CITY in accordance with the terms and conditions of this Purchase and Sale Agreement and the requirements of the Idaho Code; and

WHEREAS, COUNTY has property sales authority through Idaho Code §§ 31-808(9); 31-808(1); and 67-2322 through 67-2325; and

WHEREAS, CITY has property purchasing authority through Idaho Code Title 50, Chapter 14; and

WHEREAS, COUNTY and CITY understand and agree that certain Idaho Code requirements must be followed as a prerequisite to the property sale contemplated by this Purchase and Sale Agreement and that each Party to this Purchase and Sale Agreement intends to follow its respective and the collective Idaho statutory requirements; and

WHEREAS, such sale of property may be made for COUNTY's declared value payment if COUNTY determines that it is in the best interest of the public, in the opinion of COUNTY, to

do so; and

WHEREAS, COUNTY, by this Agreement declares and determines that the “total purchase price” defined in this Agreement, at 1. Purchase Price, is the value of the Property that is in the best interest of the public in the judgment of COUNTY; and

WHEREAS, CITY desires to design and construct the “William J. Maeck Education Center” at a location on the 4-H Fairgrounds Property consistent with the concepts and provisions contained in the “Memorandum of Understanding Zoo Education Center Donation” between CITY and William J. Maeck, dated February 23, 2017; and

WHEREAS, COUNTY wishes to cooperate with CITY in that community-enhancing construction effort; and

WHEREAS, COUNTY intends, by this Purchase and Sales Agreement, to grant to CITY permission and access on the 4-H Fairgrounds Property in order to facilitate the construction of the Maeck Education Center; and

WHEREAS, SELLER hereby agrees to sell to BUYER, the real 4-H Fairground Property set forth below and all improvements thereon, except as specifically set out in this Agreement (hereinafter the “PROPERTY”), and BUYER agrees to purchase said PROPERTY from SELLER on the terms and conditions set forth in this Agreement, as follows:

PROPERTY: The PROPERTY is commonly known as Lot 2, Block 1 of the 4-H Addition to the City of Idaho Falls, a property of approximately 3.307 acres, and is more particularly described in Exhibit “A” attached to this Agreement and made a part hereof the same as if fully transcribed and copied herein.

1. PURCHASE PRICE. Total purchase price shall be six hundred ninety-five thousand dollars (\$695,000) as established by Kelley Real Estate Appraisers, Inc., following an independent appraisal. The total purchase price shall be payable as follows:

1.1. Upon Execution. A non-refundable execution fee of fifty thousand and no/hundredths (\$50,000) cash shall be paid by BUYER to SELLER upon execution of this Agreement.

1.2. At Closing. The total purchase price of six hundred ninety-five thousand dollars (\$695,000) minus fifty thousand dollars (\$50,000) cash shall be paid by BUYER to SELLER at Closing, which will occur within thirty (30) days immediately following a two-thirds (2/3) vote of each of the Parties, pursuant to Idaho Code Section 67-2324.

2. SPECIAL CONDITIONS. The following Special Conditions shall apply to the sale of the PROPERTY:

a. No permissions, cooperation, or authorizations necessary from COUNTY



to facilitate design or construction of the William J. Maeck Education Center shall be unreasonably withheld or delayed.

b. Any and all water rights, irrigation rights, mineral rights and all other rights of ownership shall transfer with the transfer of title from COUNTY to CITY at closing.

c. COUNTY shall have sole use of the buildings on the PROPERTY through September 30, 2018, for 4-H and related COUNTY purposes.

d. The Parties agree that the failure of either Party to execute to this Agreement pursuant to the requirements of the Idaho Code (particularly I.C. Section 67-2324), shall nullify this Agreement. Neither Party shall seek or be entitled to damages from the other Party for such nullification.

3. TITLE OF SELLER. All rights, titles and interests of SELLER shall be conveyed by Warranty Deed, be good and marketable and free and clear of all liens and encumbrances but subject to rights reserved in federal patents, state deeds; City building or zoning regulations and ordinances; and rights of way and easements (including easements for buried telephone, cable and gas lines established or of record).

4. TITLE INSURANCE. No Title insurance shall be provided by SELLER. In the event BUYER desires Title Insurance, BUYER may purchase such Title Insurance at its sole cost and expense.

5. CLOSING. Amerititle Title Company shall be the "Closing Agent" and the "Closing" shall occur within thirty (30) days immediately following the approval of the purchase by a two-thirds (2/3) majority vote of each of the Parties, pursuant to Idaho Code Section 67-2324.

BUYER and SELLER shall deposit with the Closing Agent all instructions, information, funds and instruments necessary to complete the sale.

6. COSTS PAID BY. Any costs or fees necessary to the Closing of this transaction shall be paid by SELLER and BUYER equally.

7. POSSESSION/PRORATION. In addition to possession of the portion of the PROPERTY that allows CITY to begin construction of the Maeck Education Center pursuant to 2.1 of this Agreement, SELLER shall deliver possession of all portions of PROPERTY to BUYER at Closing. Taxes and water assessments, if any, shall be prorated as of closing.

8. SELLER WARRANTIES. No warranties, agreements, or representations, express or implied, have been made or shall be binding upon either party unless set forth in this Agreement. Except as otherwise set forth in this Agreement, BUYER accepts the PROPERTY in an "AS IS" condition, and is purchasing the PROPERTY upon its own

examination and judgment, and not by reason of any representation made by SELLER, or SELLER's agents, including but not limited to its condition, size, location, zoning status, covenants, conditions and restrictions, present value, future value, income, or production therefrom.

9. INSPECTION. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER's expense, within twenty (20) days of execution of this Agreement. SELLER agrees to make the PROPERTY available therefor at reasonable times. Should any of these inspections reveal the presence of possible presence of hazardous wastes or toxic substances (as defined by Federal or State health, safety, and water regulations or laws) which constitute a material hindrance to the construction or use of facilities on the PROPERTY, or the intended operation or use of the PROPERTY, then BUYER will promptly notify SELLER of the presence or possible presence of such hazardous wastes or toxic substances and provide SELLER with copies of the inspection results. SELLER shall have ten (10) days in which to respond to BUYER in writing. If SELLER determines not to cure or remediate such hazardous or toxic conditions or materials prior to closing, BUYER may terminate this Agreement.

10. TIME IS OF THE ESSENCE-EXTENSION OF CLOSING. Time is of the essence in this Agreement. However, in the event the transaction contemplated under the terms of this Agreement cannot be closed by the date provided herein for any reason set forth below, then, and in such event, BUYER and SELLER authorize the Closing Agent to extend the date for Closing one time only for a period of not to exceed ten (10) days. The Closing Agent may, in its sole discretion, extend the closing for the following or similar reasons: (1) Delay in preparation, delivery, inadvertent loss, or destruction by the parties, or their representatives Closing Agent, lawyers, title companies, insurers, of contracts or other documents required for Closing; (2) Unavailability, illness or scheduling conflict of BUYER, SELLER, or their representative(s), or Closing Agent on date set for Closing; (3) Extreme inclement weather or hazardous transport conditions. The Closing Agent shall, in the event of any such extension, promptly give notice to the parties at their addresses set forth herein.

11. RISK OF LOSS. Prior to execution of this Agreement, all risk of loss shall remain with SELLER. Thereafter, all risk of loss shall be to BUYER.

12. AMENDMENT. No amendment, alteration or modification of this Agreement shall be effective unless made in writing, duly executed by the parties hereto and in accordance with requirements of Idaho Code.

13. ASSIGNMENT. Neither party may assign this Agreement or any interest hereunder.

14. EXECUTION OF OTHER DOCUMENTS. The parties agree to execute any further and additional documents necessary to carry out the terms of this Agreement as long as such are consistent with Idaho Code.

15. SEVERABILITY. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

16. DEFAULT. If SELLER executes this Agreement, and title to said PROPERTY is marketable and insurable and BUYER fails, neglects or refuses to comply with the terms or any conditions of sale set forth herein within five (5) days from the date on which said term or condition is to be complied with, then BUYER's interest in the PROPERTY shall be terminated and any money paid by BUYER to SELLER at execution of this Agreement, pursuant to Section 1.1, shall be forfeit to SELLER.

In the event of default under the terms and conditions of this Agreement (other than a legal challenge to this Agreement based upon a failure to followed requirements of Idaho Code), the defaulting party agrees to pay all fees and costs, including reasonable attorney's fees and costs incurred by the non-defaulting party.

17. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of Idaho.

18. BINDING EFFECT. This Agreement shall inure to and be binding upon the parties hereto and their heirs, personal representatives, successors and assignees.

19. ENTIRE AGREEMENT. This Agreement constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings or agreements between the parties with respect to the purchase and sale of the PROPERTY described above, if any, whether verbal or written.

20. EXECUTION IN COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

21. SURVIVAL OF TERMS, CONDITIONS, AND COVENANTS. The terms, conditions, and covenants contained in paragraphs 3 and 8 shall survive the recordation of the Warranty Deed referred to hereinbefore.

ATTEST:

CITY OF IDAHO FALLS

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

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

BONNEVILLE COUNTY, IDAHO

By: \_\_\_\_\_  
Roger Christensen, Chair

By: \_\_\_\_\_  
Dave Radford, Commissioner

By: \_\_\_\_\_  
Byron Reed, Commissioner

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

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

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

(Seal)

\_\_\_\_\_  
Notary Public for State of Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a notary public in and for said State, personally appeared Roger Christensen, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(Seal)

\_\_\_\_\_  
Notary Public for State of Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a notary public in and for said State, personally appeared Dave Radford, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(Seal)

\_\_\_\_\_  
Notary Public for State of Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a notary public in and for said State, personally appeared Byron Reed, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(Seal)

\_\_\_\_\_  
Notary Public for State of Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: \_\_\_\_\_



[illegible]



## MEMORANDUM

**TO:** Mayor Casper

**FROM:** Randy Fife

**DATE:** November 15, 2017

**RE:** Proposed ADA-related ordinances

Lisa Farris, the City's ADA coordinator, Mike Kirkham, Assistant City Attorney, and I have been meeting for a number of months to review the City Code relative to the American with Disability Act, as amended (ADA). The following is a summary of proposed changes to City Code that support the City's compliance with the ADA.

1. Title 2, Chapter 13

A. The Purpose

The purpose is to change the nature of the Accessibility Commission to be advisory rather than directive. The Commission is currently on hiatus and, when functioning, tends to create a situation where it is directing the City's ADA coordinator's efforts rather than playing a supportive role in those efforts. Reducing the number of members allows the Commission to meet and make decisions with fewer members compromising a quorum. Membership requirements for City residency should allow the Commission to focus on City needs.

B. Proposed Change

The ADA Advisory Board, and reduce membership from seven (7) to five (5) members. Clarify that the Board is advisory and supports the City's ADA coordinator. Simplifies and clarifies the purposes, duties, and organization of the Board.

2. Title 8, Chapter 8

A. The Purpose

The Ordinance makes it clear what cannot obstruct ADA pathways on a sidewalk. It consolidates definitions and removes redundancies.

B. Proposed Change

This Ordinance is reorganized but with very few substantive changes. Changes include a specific reference to the ADA in "Purpose", clarification of "Downtown Area" to be consistent with other parts of the IFCC, and clarification of what is allowed as a public fixture on a sidewalk. Some internal redundancies were removed from the Ordinance.

3. Title 8, Chapter 10

A. The Purpose

In the opinion of the City Attorney's office, the exemptions from the requirements of snow removal are unconstitutional and work at the cross-purpose for allowing unimpeded travel pedestrians and others on sidewalks during the winter. A property owner is responsible for the removal of snow, but does not need to do it himself or herself. Failure to pass this Ordinance would arguably continue to allow the obstruction of the ADA pathways based upon a class or condition of people.

B. Proposed Change

The exemptions from snow removal requirement are eliminated. The ultimate responsibility for snow removal remains with the property owner. The Ordinance clarifies that snow removal from sidewalks cannot interfere with ADA access.

4. Curb Parking (IFCC 9-4-6)

A. The Purpose

At present, the regulations regarding parking parallel to a curb on two-way streets is very similar to what is prohibited in the Idaho State Code at 49-66(1) and (2). The regulation in the City Code at 9-4-6(B) regarding the one-way street parallel parking is ambiguous and ineffective. Elimination to the redundancy and using the Idaho Code promotes efficiency in the Police Department.

The reverse angle parking is not allowed by City Code. The change will allow reverse angle parking where the parking regulators designate. The Idaho Code does not clearly eliminate parking on top of or behind curbs. The Ordinance would clearly prohibit this practice. This prohibition should reduce the breakdown of curbs (especially on the "numbered," "tree," and "lettered" streets) and will ensure that the wheels of vehicles will remain on improved roads and will not interfere with ADA access routes.

B. Proposed Change

This Ordinance eliminates parking restrictions that are redundant of the Idaho Code and allows for front end angle parking or reverse angle parking and prohibits parking on or behind a curb.

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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, REVISING TITLE 2, CHAPTER 13 TO CLARIFY POWERS, DUTIES, AND RESPONSIBILITIES OF THE ACCESSIBILITY COMMISSION; RENAMING IT THE ADA ADVISORY BOARD; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the American Disabilities Act of 1990 regulates matters pertaining to the disability community; and

WHEREAS, the City has a longstanding and sincere commitment to promoting and facilitating accessibility for all citizens; and

WHEREAS, the Accessibility Commission is an important advisory group which can provide expertise and assistance to the City; and

WHEREAS, the City's ADA coordinator works closely with members of the disability community; and

WHEREAS; the City desires to continue to draw upon the expertise, passion, and interest of the disability community; and

WHEREAS, revision of Accessibility Commission duties will allow the City to continue to ensure that everyone of its citizens and all visitors are able to participate fully in City facilities, properties, and programs.

WHEREAS, a change in the name of the Commission to the ADA Advisory Board describes more accurately its duties and responsibilities.

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

**SECTION 1.** Title 2, Chapter 13, of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded and replaced with the following language:

2-13-1: **PURPOSE:** The purpose of the ADA Advisory Board ("Board") is to assist the City's ADA Coordinator, the Mayor, and Council in identifying, evaluating, designating, prioritizing, and modifying accessibility within the City and to suggest improvements to City facilities, properties, and programs.

2-13-2: **Powers, Duties, and Responsibilities.** The Board shall have the following powers, duties, and responsibilities:

- A. Advise the City ADA coordinator regarding the identification, evaluation, designation, priority, and modification of accessibility to City facilities, properties, and programs; and
- B. Assist the City ADA coordinator in conducting and maintaining an accessibility survey of all City facilities, properties, and programs; and
- C. Assist the City ADA coordinator in determining priorities for recommended modifications to City facilities, properties, and programs; and
- D. In coordination with the City's ADA coordinator, promote and conduct educational programs for City staff regarding ADA accessibility.

2-13-3: Appointment. The Mayor, with consent of the Council, shall appoint five (5) members of the Board who shall be a City resident with a disability or with a demonstrated interest, competence, or knowledge of the needs and the concerns of the disability community. Members shall be selected without regard to political affiliation, race, color, national origin, gender, family status, sex, handicapping condition, sexual orientation, gender identity/expression or religion and shall live within the City's limits. Board members shall serve without compensation. The Mayor may appoint, with the consent of the Council, additional persons with expertise and experience to be non-voting ex-officio members of the Board.

2-13-4: Terms. A Board member shall be appointed to serve a term of three (3) years. Terms of no more than two (2) memberships shall expire in any calendar year. Members may be reappointed.

2-13-5: Vacancies. The Mayor, with the consent of the Council, shall appoint a qualified member to fill any unexpired term of a Board member in the event of a vacancy.

2-13-6: Attendance. A voting Board member may be removed by the Board following two (2) consecutive absences which are not excused by the Chair, or where the Board members absent for more than two (2) consecutive Board meetings in any calendar year. Following either of these occurrences, the Chair may request that the Mayor remove such Board member.

2-13-7: Organization. The Board shall annually elect, by majority vote, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected.

2-13-8: Meetings. The Board shall meet at least one (1) time annually and as often as deemed necessary by the City ADA Coordinator. All meetings of the Board shall be open to the public and shall follow the requirements of the Idaho Open Meetings Law. The ADA Coordinator shall keep minutes and other appropriate records pursuant to the Idaho Code.

2-13-9: Report to Council. The Board shall provide an annual report to the Council in January of each year regarding activities and accomplishments for the preceding City fiscal year and shall

include any recommendations for the subject of the fiscal year. The Mayor or the Council may also require special reports as they deem necessary.

**SECTION 2.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

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

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

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

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

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
REBECCA L. NOAH CASPER, MAYOR

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance  
entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,  
REVISING TITLE 2, CHAPTER 13 TO CLARIFY POWERS, DUTIES, AND  
RESPONSIBILITIES OF THE ACCESSIBILITY COMMISSION; RENAMING  
IT THE ADA ADVISORY BOARD; PROVIDING SEVERABILITY,  
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING  
EFFECTIVE DATE.”

(SEAL)

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



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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 8 TO UPDATE AND REORGANIZE THE PROVISIONS FOR THE USE OF PUBLIC SIDEWALKS AND TO REGULATE STRUCTURES WITHIN SIDEWALKS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the Council is committed to supporting the general health, welfare, and safety of all persons traveling over or upon, or otherwise using public sidewalks within the City; and

WHEREAS, the City is fully supportive of the provisions which enhance opportunities and requirements created by the Americans with Disabilities Act; and

WHEREAS, Title 8, Chapter 8, appears to have been added upon at various times to the point that reorganization of the Chapter will improve it by making it consistent, predictable, and more easily understood; and

WHEREAS, regulation of instructions and structures of sidewalks allows the public to use the sidewalks for which they were intended; and

WHEREAS, regulation of mailboxes, sidewalk sales, news racks, vending machines, newsstands, bicycle racks, and bus stop benches are consistent with the purposes of the Chapter.

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

**SECTION 1.** City Code Title 8, Chapter 8, is hereby repealed in its entirety and immediately replaced with the following language:

8-8-1: PURPOSE: The purposes of this Chapter are:

(A) To promote the general health, welfare and safety of all persons traveling over or upon and otherwise using the public sidewalks within the City, especially those who benefit from the provisions of the Americans With Disabilities Act, as amended.

(B) To ensure free and unrestricted access of every member of the public to the public sidewalks and thoroughfares, residences and buildings abutting the same.

(C) To prevent personal injury and risk of bodily harm by objects being placed or maintained upon the public sidewalk in a manner which is dangerous or unsafe.

(D) To facilitate the installation, repair and maintenance of public sidewalks and thoroughfares and all public utilities, fixtures, signs, signals and other public structures, fixtures or receptacles placed thereupon.

(E) To promote the safe movement of vehicular traffic and provide for unobstructed view of the streets and public sidewalks for such vehicular traffic.

(F) To promote a clean, attractive and neat appearance of the public sidewalks and thoroughfares and to prevent unreasonable accumulation of refuse and litter thereupon.

8-8-2: DEFINITIONS: For the purposes of this Chapter, the following terms shall have the meaning set forth below:

**BUS STOP BENCH:** Any bench designed and intended for use by persons who use any bus service that provides transportation for the general public or any bus service operated by any governmental agency or any contractor of a governmental agency.

**DOWNTOWN AREA:** the area within the City located east of and including Memorial Drive; south of and including “G” Street; west of Yellowstone Highway; and north of and including Broadway Avenue.

**DWELLING:** A building or portion thereof, containing one (1) or more dwelling units. The term dwelling does not include hotel, motel, boarding or rooming house, rest home, or recreational vehicle as defined herein.

**FAMILY:** One (1) or more individuals occupying a dwelling unit and living as a single household unit.

**LOCATION:** Any site upon a public sidewalk which is within fifteen feet (15') of a designated public bus stop or designated bus stop of buses operated by a governmental agency or contractor of a governmental agency.

**MAILBOX:** A box or receptacle into which mail is delivered, especially one that is mounted on a post at or near the entrance to a mail recipient’s property or place of business.

**MAIN BUS ROUTE STREETS:** Means “arterial or collector streets” as defined in the Zoning Code, and shall also include the following streets within the City: Sunnyside Road from Rollandet Avenue east to Hitt Road, Elm Street from Yellowstone Avenue southeast to South Boulevard, 1st Street from Northgate Mile east to Woodruff Avenue, Grandview Drive from Washburn east to North Skyline Drive, North Skyline Drive from Pancheri Drive north to Broadway, and South Boulevard from Sunnyside Road north to 1st Street.

NEWS RACK: Any structure, stand, platform, stall, box, rack, booth or other structure or device used for the distribution of newspapers, magazines, or other printed news media, and includes news vending machines and newsstands.

RESIDENTIAL AREA: All real property within the City zoned RP, RP-A, R-1, R-2, R-2A, R-3, and R-3A.

SIDEWALK: The portion of a street or highway between the curb lines or the lateral lines of a roadway, and the adjacent property lines or a public access easement parallel to the street or highway and intended for use by pedestrians or non-motor vehicles (whether or not the surface is paved or otherwise improved).

8-8-3: UNLAWFUL TO OBSTRUCT SIDEWALKS: It shall be unlawful for any person to obstruct or allow to be obstructed temporarily or permanently any public sidewalk within the City (including by storage, installation, maintenance, or operation of any material, motor vehicle, vehicle, structure, trash or recycling container, fixture, or business), except as permitted by this Chapter, this Code, or Idaho Code.

8-8-4: MAILBOXES: Mailboxes may be installed, constructed, and maintained upon a public sidewalk, subject to the following restrictions and standards:

(A) The mailbox shall be permanently affixed on the top of a vertical metal pipe or bar with the bottom of the mailbox thirty-eight inches (38") above the top of the curb. The pipe or bar shall not exceed two inches (2") in diameter or two inches (2") on a side if rectangular.

(B) No part of the mailbox or structure shall protrude towards the street beyond the back edge of the curb or curb line nor extend towards the residence more than fifteen inches (15") from the back edge of the curb line.

(C) The foot of the pipe shall be grouted or otherwise securely embedded in a hole through the sidewalk not exceeding six inches (6") in diameter, the center of which shall be no more than eight inches (8") nor less than six inches (6") from the back of the curb edge or curb line.

(D) Spikes, decorations, metal works or other items shall not protrude from the structure in a manner which creates an unreasonable risk of bodily injury or harm to pedestrians.

(E) Barrels, cans, receptacles, stones, masonry, or other non-metallic materials supporting the structure are prohibited.

(F) Non-Conforming Mailboxes. All mailboxes installed prior to and in conformity with City Ordinance No. 1748, (February 23, 1984) shall be deemed to be in conformity with this

Section; provided, however, if such mailbox is removed, any replacement thereof shall conform to the standards set forth in this Section.

#### 8-8-5: SIDEWALK SALES:

(A) Goods, merchandise, food, and beverages may be sold or displayed from carts or other structures upon public sidewalks, subject to the restrictions and standards in this Chapter.

(B) Sidewalk Sales in Downtown Area. Any licensed merchant or other person conducting a lawful business may place tables, racks, stands, carts, or other similar structures upon a public sidewalk located within the Downtown Area for the purpose of selling or displaying goods, wares, merchandise, food, or beverages.

(C) Sidewalk Sales in Areas Other Than The Downtown Area. The Council may, by Resolution duly passed and adopted, declare a day or days during which licensed merchants or other persons conducting a lawful business may place tables, racks, stands, carts, or other similar structures upon a public sidewalk located outside the downtown area for the purpose of selling or displaying goods, wares, merchandise, food, or beverages.

(D) Standards. Any table, rack, stand, cart, or other similar structure placed upon any public sidewalk, as permitted by this Section, shall also comply with the following regulations and restrictions:

(1) All structures shall be placed parallel to the edge of the sidewalk furthest from the public street and at a distance no greater than four feet (4') from the back edge of the sidewalk.

(2) No such structure shall project on or over or be located in any part of any public street or alley; nor shall any such structure rest upon the public sidewalk in any area where a public alley or private driveway exits into a public street.

(3) No such structure shall be placed within fifteen feet (15') of any fire hydrant.

(4) No such structure shall be placed within three feet (3') of any marked crosswalk, street light pole, utility pole, traffic sign pole, fire call box, police call box or other emergency facility, designated bus stop or designated loading or unloading zone.

(5) No such structure shall have any spikes, decorations, or protrusions which create unreasonable risk of bodily injury or harm to pedestrian; nor shall any cords, ropes, wires or other materials or devices of any kind or nature be placed across the public sidewalk or in a manner which would cause or create an unsafe or dangerous condition.

(6) All goods, wares, merchandise, food, or beverages shall be placed upon a table, rack, stand, cart, or other permitted structure and shall not be placed directly upon the public sidewalk.

(E) Sidewalk dining may be allowed on portions of a sidewalk contiguous to the restaurant providing the food. The tables and chairs must be placed as far away from the public street as possible. The tables and chairs must leave at least four feet (4') of walk way between the table and/or chairs and the edge of the sidewalk or other obstruction, such as a utility pole, fire hydrant, bus bench, planter, or newspaper rack. The tables and chairs must be portable.

#### 8-8-6: NEWS RACKS, NEWS VENDING MACHINE AND NEWSSTANDS:

(A) News racks may be installed, used, or maintained upon public sidewalks, subject to the restrictions and standards in this Chapter.

(B) Encroachment on Public Streets Prohibited. No person shall install, use, or maintain any news rack which projects onto, into, or over any part of the roadway of any public street or alley, or which rests wholly or in part, upon, along, or over any portion of such roadway.

(C) Interference with Public Uses Prohibited. No person shall install, use, or maintain any news rack which, in whole or in part rests upon, in or over any public sidewalk when such installation, use or maintenance endangers the safety of persons or property, or when such site or location is used for public utility purposes, public transportation purposes or other government use, or when such news rack unreasonably interferes with or impedes the flow of pedestrian or vehicular traffic (including uses that provide access, ingress, and egress required to be available by the American With Disabilities Act, as amended), the ingress into or egress from any crosswalk, residence, place of business, or any legally parked or stopped vehicle, or the use of poles, posts, traffic signs, or signals, hydrants, mailboxes, or other public structures or objects installed at said location.

(D) Standards: Any news rack which in whole or in part rests upon, in or over any sidewalk, shall comply with the following standards:

(1) No news rack may exceed fifty inches (50") in height, thirty inches (30") in width or two feet (2') in depth.

(2) News racks may be placed only near a curb or adjacent to and parallel with the wall of a building adjoining the sidewalk or the edge of the sidewalk furthestmost from a public street. News racks placed near the curb shall be placed not less than twelve inches (12") and not more than eighteen inches (18") from the back edge of the curb; however, in locations not adjacent to a parking stall, news racks may be placed not less than three inches (3") from the back edge of the curb. News racks placed adjacent to the wall of a building or back edge of the sidewalk shall be placed not more than six inches (6") from

such wall or edge of the sidewalk. No news rack may be placed or maintained on a sidewalk in a location immediately opposite from another news rack.

(3) No news rack may be chained, bolted or otherwise attached to any fire hydrant, pole, bench, receptacle, or other public fixture.

(4) News racks may be chained or otherwise attached to each other side to side; however, no more than three (3) news racks may be joined together in this manner, and a space of not more than six inches (6") shall separate each news rack and a space of not less than eighteen inches (18") shall separate each group of three (3) news racks so attached.

(5) No news rack or group of attached news racks, in the aggregate, shall weigh, in excess of one hundred twenty-five (125) pounds when empty.

(6) No news rack shall be placed, installed, used or maintained:

(a) within three feet (3') of any marked crosswalk.

(b) within fifteen feet (15') of the curb return of any unmarked crosswalk.

(c) within three feet (3') of any street light pole, utility pole, fire hydrant, fire call box, police call box, or other emergency facility.

(d) within three feet (3') of any driveway.

(e) within three feet (3') ahead of, and fifteen feet (15') to the rear of any sign marking a designated bus stop.

(f) within three feet (3') of any designated loading or unloading zone.

(g) within three feet (3') of any publicly-owned bench.

(h) at any location whereby the clear space for the passage of pedestrians is reduced to less than five feet (5'); however, in the event the sidewalk is less than six feet (6') in width, then the clear space shall not be reduced to less than four feet (4').

(i) within three feet (3') of any display window abutting the sidewalk in a manner which impedes or interferes with the reasonable use of such window for display purposes.

(F) Advertising Limitations. No news rack shall be used as advertising signs for publicity purposes other than as allowed by the Sign Code.

(G) Maintenance. Each news rack shall be maintained in a clean, neat, and attractive condition and in good repair at all times.

(H) Identification. Every person who places, maintains, or operates a news rack upon the public sidewalk shall have their name, address, and telephone number affixed thereto in a conspicuous place.

8-8-7: BUS STOP BENCHES: Bus stop benches may be installed or placed upon public sidewalks, subject to the restrictions and standards in this Chapter.

(A) Installation of Bus Benches Prohibited. No person shall install or place any bus stop bench upon any public sidewalk located within the City, except as provided in this Section. Persons may install or place bus stop benches upon public sidewalks adjacent to streets in the downtown area of the City or adjacent to main bus route streets within the City only, upon obtaining a permit from the City for each location at which a bus stop bench will be installed or placed.

(B) Application Fee. Any person who desires to obtain a bus stop bench permit shall file a written application with the City Clerk. The application shall state the name, address, and telephone number of the person to whom the permit is to be used, the number of locations for which the permit is sought, and the street address of each such location. The number of benches at each location shall be limited to one (1) bench. Applications shall be accompanied by a non-refundable permit fee in an amount set from time to time by Resolution of the Council for each location for which the permit is sought. The application shall carry the written approval of the Chief of Police. No bus stop bench permit shall be issued without the approval of the Council.

(C) Term; Extension of Permit to Additional Locations; Fee. Bus stop bench permits shall be valid only for the location and the calendar year for which they are issued and shall expire on December 31 of the year for which they are issued. If the holder of a valid bus stop bench permit desires to install benches at locations not covered by his or her existing permit, he shall apply in writing to the Clerk to have the existing permit extended to cover additional locations. The application shall state the name, address, and telephone number of the permit holder, the number of the existing permit, the number of additional locations to be covered by the permit the street address of each such new location and the number of benches to be installed at each such new location added to the permit. The application shall be accompanied by a nonrefundable fee in an amount set from time to time by Resolution of the Council for each additional location to be covered by the permit. Upon approval of the application by the Chief of Police and the Council, the permit holder's existing permit shall be extended to cover the additional locations.

(D) Permits Nontransferable. Bus stop bench permits shall not be transferable.



(E) Renewal and Fee. Bus stop bench permits may be renewed annually upon written request of the permit holder and payment of a nonrefundable renewal fee in an amount set from time to time by Resolution of the Council for each location covered by the permit. Requests for renewal must be filed with the Clerk prior to the date on which the existing permit expires. Requests for renewal shall be subject to the approval of the Chief of Police and the Council. Requests for renewal may be denied, in whole or in part, by the Chief of Police or the Council if the permit holder has failed to comply with the provisions of this Section.

(F) Failure to Renew Permit. Unless a written request for a renewal permit has been made, any bus stop bench installed or placed pursuant to a permit issued by the City shall be removed by the permit holder, at the permit holder's expense, not later than the expiration date of the permit. If the permit holder fails to comply with the requirements of this paragraph, the City may cause the bench or benches to be removed and shall charge the cost of such removal to the permit holder.

(G) Installation on sidewalks maintained by City. If a person desires to install a bus bench on a sidewalk maintained by the City (e.g. Sunnyside Road), the Director of the City Department that maintains the sidewalk shall give written consent to the installation of such bench. To reduce public maintenance costs, construction of pads for the benches or other measures may be required by the Department. Such written consent shall accompany the application and be considered in the approval of the location by the Chief of Police and the Council.

(H) Number of Locations. Except as otherwise provided in this Section, the total number of locations for which the City may issue bus stop bench permits, including renewal permits, shall not exceed sixty (60) in any one calendar year. Upon recommendation by the Chief of Police, the Council may, by Resolution duly passed and adopted, increase the total number of locations for which such permits may be issued.

(I) Permit Not A Property Right. The issuance of any bus stop bench permit or any renewal permit shall not be construed to give the permit holder any vested interest in or right to use or occupy any public property within the City.

(J) Compliance With Code. Bus stop bench permit holders shall comply with all provisions of this Section concerning the installation, location, maintenance and use of any bus stop bench upon public sidewalks within the City.

(K) Indemnification. Bus stop bench permit holders shall indemnify and hold harmless the City, its agents, officials and employees from and against any and all claims for personal injury or for any loss or damage to property arising from the installation, placement, location or maintenance of any bus stop bench for which a permit is issued.

(L) Standards.

(1) Any bus stop bench installed or placed upon any public sidewalk as permitted by this Chapter shall comply with the regulations and standards set forth in this Section.

(2) No bus stop bench shall exceed eighty-four inches (84") in length, forty inches (40") in height or twenty-four inches (24") in depth. Any bus stop bench installed or placed in a "clear view zone", as defined by the Code, shall not exceed two feet (2') in height.

(3) Bus stop benches may be installed upon public sidewalks adjacent to streets in the downtown area of the City or adjacent to main bus route streets within the City only at locations approved by the Chief of Police. The Chief of Police shall have authority to disapprove any location that lies within any residential area of the City, whether or not such location is on a public sidewalk adjacent to a main bus route street. The Chief of Police also shall have authority to disapprove any location where the installation of a bus stop bench would unreasonably impede or interfere with the flow of pedestrian or vehicular traffic, endanger the safety of persons or property, or otherwise fail to comply with the provisions of this Section.

(4) No bus stop bench shall be installed upon any public sidewalk adjoining the front yard or side yard facing a street of any real property in the City on which a one-family or two-family dwelling is situated unless such owner or owners of the real property are notified of the request for installation of such bench at least fifteen (15) days prior to filing of the application with the Clerk. A copy of the notice to the property owner and proof of receipt shall be presented to the Clerk with the application.

(5) No bus stop bench shall be installed or placed in any manner that endangers the safety of persons or property, or at any location or site that is used for public utility purposes or other governmental use, or when such bench unreasonably interferes with or impedes the flow of pedestrian or vehicular traffic, the ingress into or egress from any crosswalk, residence, place of business, or any legally parked or stopped vehicle or the use of any poles, posts, traffic signs or signals, hydrants, mailboxes, or other public structures or objects installed at said location.

(6) All bus stop benches shall be placed parallel to and along the inward edge of the sidewalk. Bus stop benches shall be located so that there is a clear space for pedestrian traffic of at least five feet (5') between the front edge of the bench and the curb line; however, if the sidewalk is less than seven feet (7') in width, the clear space may be reduced to not less than four feet (4').

(7) Bus stop benches shall be located within fifteen feet (15') of a designated public bus stop or designated bus stop for buses operated by a governmental agency or a contractor of a governmental agency.

(8) No bus stop bench shall be placed within fifteen feet (15') of any fire hydrant.

(9) No bus stop bench shall be placed within three feet (3') of any marked crosswalk, street light pole, utility pole, traffic sign pole, fire call box, police call box or other emergency facility, or designated loading or unloading zone.

(10) No bus stop bench shall be placed within three feet (3') of any display window abutting the sidewalk in a manner that impedes or interferes with the reasonable use of such window for display purposes.

(11) No bus stop bench shall project on or over or be located in any part of any public street or alley; nor shall any such bench rest upon the public sidewalk in any area where a public alley or private driveway exists into a public street.

(12) No bus stop bench shall have any spikes, decorations or protrusions which create an unreasonable risk of bodily injury or harm to pedestrians.

(13) No bus stop shall be affixed, anchored, bolted or otherwise attached to the public sidewalk.

(14) No bus stop shall have any bench be chained, bolted, or otherwise attached to any fire hydrant, pole, receptacle or other public fixture.

(M) Maintenance. Each bus stop bench shall be maintained by its permit holder, at the permit holder's own expense, in a safe, clean, neat and attractive condition. Such maintenance shall include, but not be limited to, snow removal from the area in which each such bench is located.

(N) Identification. The name, address and telephone number of the permit holder and the permit number shall be affixed in a conspicuous place to each bus stop bench.

(O) Advertising. Bus stop benches may be used by the permit holder for advertising signs or publicity purposes. Such signs shall be securely fastened to the bench. No advertising sign, advertising or publicity device or any other attachment shall extend beyond the dimensional requirements set forth in the Sign Code.

(P) Notice of Violation. The Chief of Police shall give notice in writing to the permit holder and owner, if known, of any bus stop bench that exists in violation of this Section. The notice shall be served by depositing it in the United States mail, first class postage prepaid, certified mail, return receipt requested, and addressed to the permit holder at the address shown on the permit or to the owner at the owner's last known address. The notice shall request the permit holder and owner of the bus stop bench remove such bench or bring it into conformity

with the standards of this section within thirty (30) days of receipt of the notice. The notice shall be deemed received upon its deposit in the United States mail in the manner set forth in this section. Failure of a permit holder to comply with such notice shall be grounds for revocation of the permit. If any bus stop bench exists in violation of the provisions of this section and its permit holder or owner is unknown to the Police, such bench shall be deemed to be abandoned property and the Chief of Police shall have authority to confiscate such bench and to cause its immediate removal.

(Q) Revocation of Permit. Upon complaint of the Chief of Police and upon thirty (30) days written notice to the holder of a bus stop bench permit, the Council shall have the authority to revoke such permit, for all locations covered by the permit, for violations of the provisions of this Section or any regulations issued in connection therewith, or for any other good and sufficient cause. The decision of the Council in the matter of such revocations shall be final. Any revoked permit shall be immediately surrendered to the Clerk, and the permit holder shall, at his or her own expense, immediately remove benches from all locations for which the permit was revoked.

(R) Emergency Removal of Benches. The Police and the Fire Departments shall have the authority, without prior notice to the permit holder or owner, to cause the removal of any bus stop bench which wholly or in part rests on or projects over any part of a public street or alley, or which interferes with or impedes access to any fire hydrant, fire call box, police call box, utility pole or post, or other public fixture, or which unreasonably interferes with or impedes the flow of pedestrian or vehicular traffic, or which creates any unreasonable risk of bodily injury or harm to persons or damage to property.

(S) Disclaimer. Nothing in this Section, including without limitation the approval of any bus stop bench location and the issuance of any permit, shall be construed as imposing upon the City, its agents, officials or employees any private duty or liability for any injury to persons, or for any loss or damage to property arising from the installation, placement or maintenance of any bus stop bench. Neither shall this Section be construed to create any liability or cause of action against the City, its agents, officials or employees for any injury to persons or for any loss or damage to property arising from the failure of any bus stop bench permit holder or owner to meet the standards of this Section.

8-8-8: PUBLIC FIXTURES ALLOWED ON SIDEWALKS: The City and the State of Idaho may install, place, and maintain utility poles and equipment, fire hydrants, traffic signs and signals, benches, receptacles for decorative trees and plants, bicycle racks, and any other publicly-owned fixtures or structures upon public sidewalks within the City, as permitted by law.

**SECTION 2.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

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

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

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

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

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
REBECCA L. NOAH CASPER, MAYOR

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance  
entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,  
AMENDING TITLE 8, CHAPTER 8 TO UPDATE AND REORGANIZE THE  
PROVISIONS FOR THE USE OF PUBLIC SIDEWALKS AND TO REGULATE  
STRUCTURES WITHIN SIDEWALKS; PROVIDING SEVERABILITY,  
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING  
EFFECTIVE DATE.”

(SEAL)

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

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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CITY CODE 8-10-8 TO REMOVE EXEMPTIONS FROM COMPLIANCE REQUIRED BY THE ORDINANCE; CLARIFYING THAT SNOW AND ICE MAY NOT BE PLACED IN TRANSPORTATION CORRIDORS AFTER REMOVAL; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, in 2013, the City adopted requirements for the removal of sidewalk hail, snow, sleet, and ice; and

WHEREAS, the duty to remove sidewalk hail, snow, sleet, and ice is designed to minimize the inconvenience, potential danger and obstruction from certain sidewalks, paved streets, easements, rights of ways, or other public ways in order to encourage safe use by pedestrians and others; and

WHEREAS, City believes it is appropriate to promote the removal of hail, snow, sleet, and ice within a reasonable time following a precipitation event; and

WHEREAS, it is important to establish regulations pursuant to which the maximum amount of removal can occur; and

WHEREAS, the Council believes that in order to effectuate the purpose of the Ordinance and to comply with Constitutional standards, the current exemptions should be removed.

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

**SECTION 1.** Section 8-10-8 through 8-10-10 of the City Code of the City of Idaho Falls, Idaho, are hereby amended as follows:

**8-10-8 SIDEWALK, HAIL, SNOW, SLEET AND/OR ICE REMOVAL REQUIRED.**

(A) Definitions: Agent. Any person under a legal or contractual obligation to remove hail, snow, sleet and/or ice on a Sidewalk for an owner or lessee of property within the City, whether or not for compensation.

Precipitation Event. Any product of the condensation of atmospheric water vapor (including hail, snow, sleet, and ice) that falls under gravity within City limits, as determined by the National Weather Service Station at the Idaho Falls Regional Airport.



Sidewalk. Any concrete, asphaltic paving or brick material adjacent to a City street, easement, right-of-way or other public way, whether within a public right-of-way or on private property, designated and/or used by pedestrians for travel.

(B) Duty to Remove Hail, Snow, Sleet and/or Ice Promptly.

(1) Unless otherwise provided in this Section, it shall be unlawful for an owner, agent or lessee of real property to fail to remove or fail to cause to be removed hail, snow, sleet, and/or ice, from the entire length and breadth of every Sidewalk in the City within the ~~twenty~~ twenty-four (24) hour period immediately following the cessation of a Precipitation Event.

(2) The duty imposed in this sSubsection (B)(1) shall not include snow placed onto Sidewalks by snow removal equipment of the City or its designee after it has been removed following a Precipitation Event.

~~(C) Exemptions. The following persons shall be exempt from the duty imposed by subsection (B) of this Section:~~

~~(1) A person who is physically or mentally impaired in such a manner that they are unable to perform the duty imposed;~~

~~(2) A pregnant person;~~

~~(3) A person who is seventy (70) or more years of age; and~~

~~(4) A lessee who occupies a unit of a multi family dwelling unit located on the owner's property who is not an agent or a lessee charged with a legal and/or contractual duty of removal of hail, snow, sleet, and/or ice from the Sidewalk.~~

8-10-9 OBSTRUCTION OF A CITY SIDEWALK, STREET, EASEMENT, RIGHTOF-WAY, OR OTHER PUBLIC WAY WITH SNOW OR ICE IS PROHIBITED.

(A)

(1) It shall be unlawful to place snow or ice removed from private property (including a Sidewalk) upon any public sidewalk, street, easement, right-of-way, or other public way, alleyway or Sidewalk.

(2) It shall also be unlawful to place snow or ice removed from Sidewalks, private driveways, driveway approaches, or other public places in or upon a public Sidewalk, street, easement, right-of-way or other public way, alleyway or Sidewalk in a manner that causes a hazard or obstruction to vehicular or ~~pedestrian~~ traffic or any person travelling over or upon or otherwise using a public sidewalk, street, easement, right-of-way or other public way, alley, or sidewalk within the City, especially those who benefit from the provisions of the Americans with Disabilities Act as amended.

8-10-10 PENALTIES.

(A) Any person who violates Sections 8-10-8 of this Chapter is guilty of an infraction in an amount set from time to time by City Council.

(AB) Any person who violates Sections 8-10-9 of this Chapter is guilty of an infraction for every twenty-four (24) hour period of a failure to comply with a duty imposed by such sections in an amount set from time to time by City Council.

~~(B) Any person who violates Sections 8-10-8 of this Chapter is guilty of an infraction in an amount set from time to time by City Council.~~

**SECTION 2.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

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

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

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

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

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
REBECCA L. NOAH CASPER, MAYOR

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance  
entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,  
AMENDING CITY CODE 8-10-8 TO REMOVE EXEMPTIONS FROM  
COMPLIANCE REQUIRED BY THE ORDINANCE; CLARIFYING THAT  
SNOW AND ICE MAY NOT BE PLACED IN TRANSPORTATION  
CORRIDORS AFTER REMOVAL; PROVIDING SEVERABILITY,  
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING  
EFFECTIVE DATE."

(SEAL)

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

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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CITY CODE SECTION 9-1-1 TO ADOPT STATE CODE DEFINITION OF “VEHICLE” FOR CITY CODE TITLE 9; AMENDING CITY CODE SECTION 9-4-6 BY REMOVING PROVISIONS CURRENTLY COVERED BY IDAHO CODE, AMENDING LANGUAGE REGARDING ANGLE PARKING, AND PROHIBITING PARKING OF A VEHICLE ON THE CURB OR BEHIND THE FACE OR GUTTER FLOW LINE OF THE CURB; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, City Code Title 9 regulates “vehicle” but does not specifically refer to any particular definition; and

WHEREAS, the Council wishes to adopt the States definition of “vehicle” to bring clarity to City regulation in Title 9 of the City Code; and

WHEREAS, City Code Section 9-4-6 currently regulates how close a vehicle should be parked to a curb; and

WHEREAS, City Code 9-4-6 (A) and (B) are provisions very similar to Idaho Code Sections 49-661(1) and (2); and

WHEREAS, the City does not wish to have redundant or inconsistent City Code provisions where the subject matter is adequately covered by State code; and

WHEREAS, the City wishes to encourage angle parking close to a curb (whether it is regular angle parking or reverse angle parking); and

WHEREAS, the current practice of vehicles parking on or behind curbs creates property damage, wears down or breaks curbs, is unsightly, interferes with tree lawn and/or sidewalk uses by community members, and otherwise creates a public nuisance and destroys public and private property; and

WHEREAS, the Council is of the opinion that the proposed language is an improvement over that currently in the Code and is consistent with Council principles and desired outcomes.

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

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

9-1-1: APPLICABILITY OF REGULATIONS: The provisions of this Title shall apply to the operation of all vehicles upon the streets, alleys, and places within the City. "Vehicle" as used in this Title shall have the same meaning as Idaho Code Section 49-123(V)(2) "vehicle", as amended.

**SECTION 2.** Section 9-4-6 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

9-4-6: MANNER OF PARKING: Except as otherwise provided in this Chapter, any person who parks ~~any vehicle~~, or allows to be the parking of any vehicle, in the following manner shall be guilty of an infraction, ~~to wit where:~~

(A) ~~Where the right hand wheels of such vehicle any part of the bumper closest to the curb face is are~~ at a distance greater than eighteen inches (18") from the ~~right hand curb face, upon any two-way street~~ where the area is designated for angle parking; or

(B) ~~At a distance of greater than eighteen inches (18") between the left wheels of the vehicle and the left hand curb where parking is permitted on either side of a one-way street. any of the wheels or rims are on top of the curb, behind the back of the curb, or behind the gutter flow line of the curb.~~

(C) ~~At a distance of greater than eighteen inches (18") between the curb, the point on front bumper of such vehicle closest to the curb, where the area is designated for angle parking.~~

**SECTION 2.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

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

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

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

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

CITY OF IDAHO FALLS, IDAHO

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REBECCA L. NOAH CASPER, MAYOR

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CITY CODE SECTION 9-1-1 TO ADOPT STATE CODE DEFINITION OF “VEHICLE” FOR CITY CODE TITLE 9; AMENDING CITY CODE SECTION 9-4-6 BY REMOVING PROVISIONS CURRENTLY COVERED BY IDAHO CODE, AMENDING LANGUAGE REGARDING ANGLE PARKING, AND PROHIBITING PARKING OF A VEHICLE ON THE CURB OR BEHIND THE FACE OR GUTTER FLOW LINE OF THE CURB; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

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