



CITY COUNCIL MEETING
Thursday, February 8, 2018
7:30 p.m.

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

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

1. **Call to Order.**

2. **Pledge of Allegiance.**

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

4. **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 Idaho Falls Power:

- 1) Ratify Power Transactions with Shell Energy
- 2) Ratify Power Transactions with Battelle Energy Alliance, LLC (BEA)

B. Items from Municipal Services:

- 1) Bid IF-18-10, Motor Fuel and Lubricants for City Equipment Maintenance Facility
- 2) Quote 18-009, Power Tools for Idaho Falls Power

C. Items from the City Clerk:

- 1) Minutes from the January 19, 2018 Council Work Session and January 25, 2018 Council Meeting
- 2) Approval of 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. Community Development Services

1) Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Silverleaf Estates Division No. 2: For consideration is the application for Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Silverleaf Estates Division No. 2. The Planning and Zoning Commission considered this application at its December 5, 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 Silverleaf Estates Division No. 2 and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To approve the Final Plat for Silverleaf Estates Division No. 2 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Silverleaf Estates Division No. 2, and give authorization for the Mayor to execute the necessary documents.

2) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing on the River Division No. 12, 1st Amended: For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing on the River Division No. 12, 1st Amended. The Planning and Zoning Commission considered this application at its December 5, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Final Plat for Taylor Crossing on the River Division No. 12, 1st Amended 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 Taylor Crossing on the River Division No. 12, 1st Amended, and give authorization for the Mayor to execute the necessary documents.

B. Municipal Services

1) Amend City Code, Title 1, Chapter 15, Section 7, Public Records Custodian: Municipal Services requests City Council authorization to amend Title 1, Chapter 15, Section 7 to designate the City Clerk as the custodian of City public records for purposes of Idaho Code Title 74, Chapter 1 (Idaho Public Records Act). This designation will provide the assignment of a transparent and organized process for the responsibility and oversight for compliance with the requirements of the Idaho Public Records law.

RECOMMENDED ACTION: To approve the Ordinance amending City Code, Title 1, Chapter 15, Section 7, 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. Public Works

1) Easement Vacation Request – School District 91: School District 91 has requested the vacation of an easement to accommodate a proposed building remodel to bussing facilities adjacent to Eagle Rock Middle School.

RECOMMENDED ACTION: To authorize the City Attorney to prepare documents needed to accomplish the vacation (or take other action deemed appropriate).

2) Easement Vacation Request – Mountain View Hospital: The owners of Mountain View Hospital are remodeling the existing building and have requested the vacation of an existing easement to better accommodate the remodel.

RECOMMENDED ACTION: To authorize the City Attorney to prepare documents needed to accomplish the vacation (or take other action deemed appropriate).

6. **Motion to Adjourn.**

CONSENT

AGENDA:



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, Assistant General Manager *BP*
DATE: January 26, 2018
RE: Consent Agenda – Ratify Power Transactions

Attached are five sales confirmation agreements for power transactions with Shell Energy. These agreements consist of selling forecast surplus energy for March through June 2018. The total value of the sales is \$696,333 dollars for 56,215 megawatt hours of energy.

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

BP/245

Cc: City Clerk
City Attorney
File



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 23, 2018

Deal No.

3271561

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

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on January 22, 2018, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

SELLER: CITY OF IDAHO FALLS

PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 04/01/2018 through 04/30/2018 ✓

QUANTITY: 20 Mws of energy per hour ✓

PRICE: \$ 16/Mwhr Fixed ✓

DELIVERY POINT(S): MONA ✓

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

TIME ZONE: PPT

TOTAL MWH: 6,400 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2013

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

Mobile-Sierra.

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

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

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

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

Deal No.

3271561

CITY OF IDAHO FALLS

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

By:



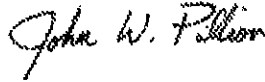
Name:

Title:

Date:

1-26-18

By:



Name:

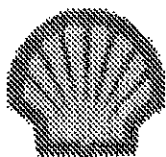
John W. Pillion

Title:

Confirmations Team Lead

Date:

01/23/2018



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 23, 2018

Deal No.

3271560

CITY OF IDAHO FALLS

140 S CAPITOL AVENUE,

IDAHO FALLS, ID 83405

Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on January 22, 2018, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

SELLER: CITY OF IDAHO FALLS

PRODUCT/FIRMNESS: WSPP Sch. C ✓

PERIOD OF DELIVERY 03/01/2018 through 03/31/2018 ✓

QUANTITY: 20 Mws of energy per hour ✓

PRICE: \$ 17/Mwhr Fixed ✓

DELIVERY POINT(S): MONA ✓

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

TIME ZONE: PPT

TOTAL MWH: 6,220 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2013

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

Mobile-Sierra.

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

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

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


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

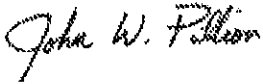
Deal No.

3271560

CITY OF IDAHO FALLS

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

By: 
Name: _____
Title: _____
Date: 1-26-18

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 01/23/2018



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 23, 2018

Deal No.

3271562

CITY OF IDAHO FALLS
140 S CAPITOL AVENUE,
IDAHO FALLS, ID 83405
Fax: 1(208)612-8436

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on January 22, 2018, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

PERIOD OF DELIVERY 03/01/2018 through 03/31/2018 ✓
QUANTITY: 5 Mws of energy per hour ✓
PRICE: \$ 11.50/Mwhr Fixed ✓
DELIVERY POINT(S): BPA ✓
SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400 ✓

TIME ZONE: PPT ✓
TOTAL MWH: 1,555 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2013

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

Mobile-Sierra.

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

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

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

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

Deal No.

3271562

CITY OF IDAHO FALLS

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

By:



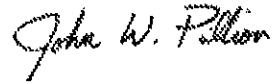
Name:

Title:

Date:

1-26-18

By:



Name:

John W. Pillion

Title:

Confirmations Team Lead

Date:

01/23/2018



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 23, 2018

Deal No.

3271563

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

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on January 22, 2018, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

PERIOD OF DELIVERY 04/01/2018 through 04/30/2018 ✓
QUANTITY: 5 Mws of energy per hour ✓
PRICE: \$ 10/Mwhr Fixed ✓
DELIVERY POINT(S): BPA ✓
SCHEDULING: NERC Holidays , Hours ending 0100 thru 2400; Monday thru Saturday, Hours ending 0100 thru 0600; Monday thru Saturday, Hours ending 2300 thru 2400; Sunday thru Sunday, Hours ending 0100 thru 2400 ✓

TIME ZONE: PPT
TOTAL MWH: 1,600 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2013

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

Mobile-Sierra.

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

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

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


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

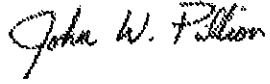
Deal No.

3271563

CITY OF IDAHO FALLS

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

By: 
Name: _____
Title: _____
Date: 1-26-13

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 01/23/2018



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 23, 2018

Deal No.

3271564

CITY OF IDAHO FALLS

140 S CAPITOL AVENUE,

IDAHO FALLS, ID 83405

Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on January 22, 2018, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 05/01/2018 through 05/31/2018 ✓

QUANTITY: 25 Mws of energy per hour ✓

PRICE: \$ 4.25/Mwhr Fixed ✓

DELIVERY POINT(S): BPA

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

TIME ZONE: PPT ✓

TOTAL MWH: 8,200 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2013

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

Mobile-Sierra.

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

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

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

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

Deal No.

3271564

CITY OF IDAHO FALLS

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

By:



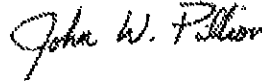
Name:

Title:

Date:

1-26-18

By:



Name:

John W. Pillion

Title:

Confirmations Team Lead

Date:

01/23/2018



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 23, 2018

Deal No.

3271565

CITY OF IDAHO FALLS

140 S CAPITOL AVENUE,

IDAHO FALLS, ID 83405

Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on January 22, 2018, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 06/01/2018 through 06/30/2018 ✓

QUANTITY: 25 Mws of energy per hour ✓

PRICE: \$ 5.75/Mwhr Fixed ✓

DELIVERY POINT(S): BPA ✓

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

TIME ZONE: PPT ✓

TOTAL MWH: 7,600 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2013

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

Mobile-Sierra.

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

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

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

CITY OF IDAHO FALLS

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

By:



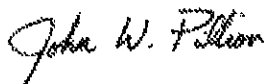
Name:

Title:

Date:

1-26-18

By:



Name:

John W. Pillion

Title:

Confirmations Team Lead

Date:

01/23/2018



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

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

January 23, 2018

Deal No.

3271566

CITY OF IDAHO FALLS

140 S CAPITOL AVENUE,

IDAHO FALLS, ID 83405

Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on January 22, 2018, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

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

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 04/01/2018 through 06/30/2018 ✓

QUANTITY: 20 Mws of energy per hour ✓

PRICE: \$ 15.25/Mwhr Fixed ✓

DELIVERY POINT(S): BPA ✓

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

TIME ZONE: PPT

TOTAL MWH: 24,640 ✓

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

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 01/01/2013

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

Mobile-Sierra.


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

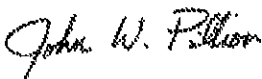
(b) The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the "just and reasonable" standard under Sections 205 and 206 of the Federal Power Act,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

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

CITY OF IDAHO FALLS

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

By: 
Name: _____
Title: _____
Date: 1-26-18

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 01/23/2018



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, Assistant General Manager *Book*
DATE: January 29, 2018
RE: Consent Agenda – Ratify Power Transactions

Attached is a sales contract #181835, Amendment No. 1, with Battelle Energy Alliance, LLC (BEA) for supplying their facilities with Certified Renewable Energy for fiscal year 2018. The sale consists of 41,000 Renewable Energy Credits for the lump sum of \$69,700.00 dollars.

Idaho Falls Power respectfully requests ratification of the attached sales agreement.

BP/246

Cc: City Clerk
City Attorney
File

AMENDMENT NO. 1 TO CONTRACT NO. 00181835
BATTELLE ENERGY ALLIANCE, LLC
2525 FREMONT AVENUE, P. O. BOX 1625, IDAHO FALLS, ID 83415
OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-05ID14517

To: Idaho Falls Power
140 S Capitol
Idaho Falls, ID 83402

Effective Date: 01/29/2018

To: Bear Prairie
Phone: (208) 612-8234
Fax: (208) 612-8435

1. This Amendment No. 1 is issued to effect the following:

1.1. Article 1 – STATEMENT OF WORK: Add a second row to the Table in Section 1.1 as follows:

No.	Qty	UOM	Description	Unit Price	Extended Price
2	41,000	EA	New Western Renewable Energy Generation Information System (WREGIS) Renewable Energy Certificates from Wind Generation Facilities & Qualifying Hydro Efficiency Upgrades during the time period June, 2017 – May, 2019. Subcontractor will retire in the WREGIS systems the Contract quantity of REC's on behalf of BEA in a Retirement Sub-account in accordance with the Idaho Falls Power Renewable Energy Certificate Sales Agreement with an effective date of January 22, 2018.	\$1.70	\$69,700.00

1.2. Article 6 – PRICE, Paragraph 6.1: The firm-fixed price of this Contract is increased by \$69,700.00 from \$45,780.00 to \$115,480.00.

A detail of the funding modifications follows:

Modification	Revised Fixed Price
Original Fixed Price:	\$45,780.00
Amendment No. 1, Fixed Price Decrease:	\$69,700.00
Total:	\$115,480.00

Contract Specialist: George Wood

Telephone: (208) 526-7085

Billing:

Accounts Payable
Send invoice in PDF format
to acctpay@inl.gov

or

Mail to:
Accounts Payable
P.O. Box 1625
Idaho Falls, ID 83415-3117
Attn: Contract No. 00181308
ACH and W-9 to Vendorinfo@inl.gov

Signed: GEORGE WOOD (Affiliate)
George Wood
Digitally signed by GEORGE WOOD (Affiliate)
Date: 2018.01.29 11:51:33 -07'00'
Date

Title: Contract Specialist
Signed: *Bear Prairie*
(Subcontractor's Official)
Date: 1-29-18
Date

Title: Assistant General Manager

Return one signed copy of this Contract Amendment to George Wood

(BEA Use Only)

Battelle Energy Alliance, LLC
Amendment No. 1 to Contract No. 00181835
Page 2 of 2

- 1.3. Article 7 – COMPLETION DATE, Paragraph 7.1: In Paragraph 7.1, replace 09/30/2018 with 09/30/2019.
2. Release of Claims:
 - 2.1. As consideration for the issuance of this Amendment No. 1, the Subcontractor for itself, its predecessors, successors, and assigns, hereby releases and forever discharges BEA, the U. S. Government and their respective officers, agents, employees, successors, and assigns, jointly and severally, from any and all liabilities, claims, demands, actions or causes of action of whatever kind or character arising under or in connection with this Contract on or before the date of this Amendment.
3. Except to the extent changed by this Amendment No. 1 or to the extent rendered inconsistent herewith, all of the terms and provisions of this Contract remain unchanged and continue in full force and effect.


IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: January 30, 2018

RE: Bid IF-18-10, Motor Fuel and Lubricants for City Equipment Maintenance Facility

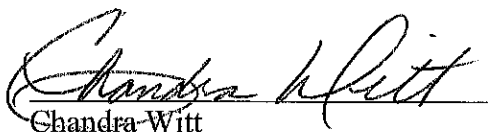
It is the recommendation of the Municipal Services Department to accept the lowest responsive, responsible bid from Lynch Oil, Inc. of Burley, Idaho to provide motor oil and bulk fuel (Section I) and the lowest responsive, responsible bid from Conrad and Bischoff, of Idaho Falls, Idaho (Sections II and III) for fuel for the fuel dispensing system and the fuel station located at the City's Equipment Maintenance Facility.

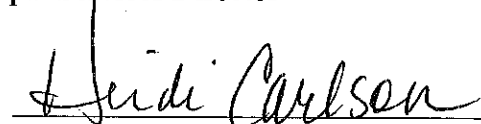
This request is an annual bid and contract process for City motor oil and fuel inventory. While the City has requested bids for the same quantity amounts as last contract year, the price per gallon prices increased. The recommended contract award is for a twelve-month period beginning March 1, 2018 through February 28, 2019 for a total of \$1,868,802.82, or an increase of \$221,055.90 from last contact year.

Funding to purchase the motor oil and fuel inventory is budgeted within the 2017/18 General Services, Equipment Maintenance, Fuels and Lubricants budget for \$1,000,000 for the fiscal year beginning October 1, 2017-September 30, 2018. Funding for the remaining 6-months of the contract will be requested during the 2018/19 budget process.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

BIDDER

- 1) Romeo Enterprises
Piscataway, NJ
- 2) Conrad & Bischoff, Inc.
Idaho Falls, ID
- 3) Lynch Oil, Inc.
Burley, ID
- 4) Petroleum Traders
Fort Wayne, ID

Addendum Attached					
SECTION I - MOTOR OIL					
Multiple Viscosity, 15-40 - Price per Gallon/55 gal drum	Approximate Quantity				
Multiple Viscosity, 5-20 - Price per Gallon/55 gal drum	3,000	\$17.22	\$51,660.00	\$5.80	\$17,400.00
GM Dexos 1, 5W-30 - Price per Gallon/55 gal drum	1,000	\$16.00	\$16,000.00	\$4.60	\$4,600.00
GM Dexos 1, 0W - 20 - Price per Gallon/55 gal drum	440	\$16.00	\$7,040.00	\$8.00	\$3,520.00
Multiple Viscosity, 15-40 - Price per Case	220	\$16.00	\$3,520.00	\$8.10	\$1,782.00
Multiple Viscosity, 5-20 - Price per Case	12	\$58.24	\$698.88	\$42.90	\$514.80
GM Dexos 1, 5W-30 - Price per Case	12	\$54.25	\$651.00	\$41.82	\$501.84
GM Dexos 1, 0W - 20 - Price per Case	6	\$54.25	\$325.50	\$37.68	\$226.08
Brand Bid	6	\$54.25	\$325.50	\$39.30	\$235.80
SECTION I - APPROXIMATE TOTAL		AMSOIL	\$80,220.88	Phillips 66	\$28,780.52
				Super S	\$ 25,388.92
SECTION II - FUEL DISPENSING SYSTEM					
Gasoline/Unleaded - Price With Taxes and Fees	Approximate Quantity				
Brand Bid/Location	2,000	NO BID	\$2,2104	\$4,420.80	NO BID
Diesel #2, Ultra Low Sulfur - Price With Taxes and Fees	2,000		Shell/Tesoro Salt Lake City, UT	\$2,5708	\$5,141.60
Diesel #1, Ultra Low Sulfur - Price With Taxes and Fees	1,000		Exxon-Pocatello, ID	\$3,0690	\$3,069.00
Brand Bid/Location			Exxon-Pocatello, ID		\$12,631.40
SECTION II - APPROXIMATE TOTAL					
SECTION III - FUEL FOR CITY FUEL STATION					
Gasoline/Unleaded - Price With Taxes and Fees	Approximate Quantity				
Brand Bid/Location	325,000	NO BID	\$2,1379	\$694,817.50	\$2,1712 \$ 705,640.00
Diesel #2, Ultra Low Sulfur - Price With Taxes and Fees	350,000		Shell/Tesoro Salt Lake City, UT	\$2,4783	\$867,405.00
Brand Bid/Location			Exxon-Pocatello, ID	\$2,9840	\$268,560.00
Diesel #1, Ultra Low Sulfur - Price With Taxes and Fees	90,000		Holly Frontier-Wood Cross, UT	\$1,8307	\$1,830,782.50
Brand Bid/Location					\$ 1,835,511.00
SECTION III - APPROXIMATE TOTAL					
Formula Used:					
Price for Fuel Dispensing System + Unleaded Gasoline (2,000 gallons x Total Price with Taxes per Gallon) + Diesel #2 ULS (2,000 gallons x Total Price with Taxes per Gallon) + Diesel #1 ULS (1,000 gallons x Total Price with Taxes per Gallon) = Approximate Total					
Price for Fuel Dispensing System + Unleaded Gasoline (325,000 gallons x Total Price with Taxes per Gallon) + Diesel #2 ULS (350,000 gallons x Total Price with Taxes per Gallon) + Diesel #1 ULS (90,000 gallons x Total Price with Taxes per Gallon) = Approximate Total					
Formula Used:					

BIDDER

1) Romeo Enterprises
Piscataway, NJ

2) Conrad & Biscoff, Inc.
Idaho Falls, ID

3) Lynch Oil, Inc.
Burley, ID

4) Petroleum Traders
Fort Wayne, ID

Addendum Attached							
SECTION I - MOTOR OIL		Approximate Quantity					
Multiple Viscosity, 15-40 - Price per Gallon/55 gal drum		3,000	\$17.22	\$51,660.00	\$5.80	\$17,400.00	\$ 5.50
Multiple Viscosity, 5-20 - Price per Gallon/55 gal drum		1,000	\$16.00	\$16,000.00	\$4.60	\$4,600.00	\$ 3.53
GM Dexos 1, 5W-30 - Price per Gallon/55 gal drum		440	\$16.00	\$7,040.00	\$8.00	\$3,520.00	\$ 6.41
GM Dexos 1, 0W - 20 - Price per Gallon/55 gal drum		220	\$16.00	\$3,520.00	\$8.10	\$1,782.00	\$ 6.79
Multiple Viscosity, 15-40 - Price per Case		12	\$58.24	\$698.88	\$42.90	\$514.80	\$ 34.75
Multiple Viscosity, 5-20 - Price per Case		12	\$54.25	\$651.00	\$41.82	\$501.84	\$ 24.52
GM Dexos 1, 5W-30 - Price per Case		6	\$54.25	\$325.50	\$37.68	\$226.08	\$ 24.38
GM Dexos 1, 0W - 20 - Price per Case		6	\$54.25	\$325.50	\$39.30	\$235.80	\$ 31.20
Brand Bid			AMSOIL	\$325.50	Phillips 66	\$235.80	Super S
SECTION I - APPROXIMATE TOTAL				\$80,220.88		\$28,780.52	\$ 25,388.92
SECTION II - FUEL DISPENSING SYSTEM		Approximate Quantity					
Gasoline/Unleaded - Price With Taxes and Fees		2,000	NO BID				NO BID
Brand Bid Location				\$2,2104	\$4,420.80		
Diesel #2, Ultra Low Sulfur - Price With Taxes and Fees		2,000		Shell/Tesoro Salt Lake City, UT	\$5,141.60		
Brand Bid Location				\$2,5708	\$5,141.60		
Diesel #1, Ultra Low Sulfur - Price With Taxes and Fees		1,000		Exxon-Pocahontas, ID	\$3,069.00		
Brand Bid Location				\$3,0690	\$3,069.00		
SECTION II - APPROXIMATE TOTAL					\$12,631.40		
SECTION III - FUEL FOR CITY FUEL STATION		Approximate Quantity					
Gasoline/Unleaded - Price With Taxes and Fees		325,000	NO BID				
Brand Bid Location				\$2,1379	\$694,817.50		
Diesel #2, Ultra Low Sulfur - Price With Taxes and Fees		350,000		Shell/Tesoro Salt Lake City, UT	\$2,4649	\$862,715.00	
Brand Bid Location				\$2,4783	\$862,715.00		
Diesel #1, Ultra Low Sulfur - Price With Taxes and Fees		90,000		Exxon-Pocahontas, ID	\$2,9684	\$267,156.00	
Brand Bid Location				Holy Frontier-Wood Cross, UT	\$2,9684	\$267,156.00	
SECTION III - APPROXIMATE TOTAL					\$1,830,782.50		
Formula Used:							
Price for Fuel Dispensing System + Unleaded Gasoline (2,000 gallons x Total Price with Taxes per Gallon) + Diesel #2, U.S. (2,000 gallons x Total Price with Taxes per Gallon) + Diesel #1, U.S. (1,000 gallons x Total Price with Taxes per Gallon) = Approximate Total							
Price for Fuel Dispensing System + Unleaded Gasoline (325,000 gallons x Total Price with Taxes per Gallon) + Diesel #2, U.S. (350,000 gallons x Total Price with Taxes per Gallon) + Diesel #1, U.S. (90,000 gallons x Total Price with Taxes per Gallon) = Approximate Total							

1,868,802.82

IDAHO FALLS

MEMORANDUM

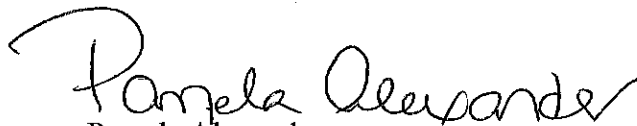
TO: Mayor and City Council**FROM:** Municipal Services Department**DATE:** February 1, 2018**RE:** Quote 18-009, Power Tools for Idaho Falls Power

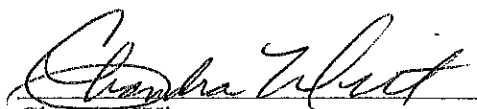
Attached is the tabulation for the above subject quote. It is the recommendation of Idaho Falls Power and Municipal Services Departments to accept the lowest responsive, responsible quotes from list below to furnish the tools for a lump sum amount of \$55,755.39.

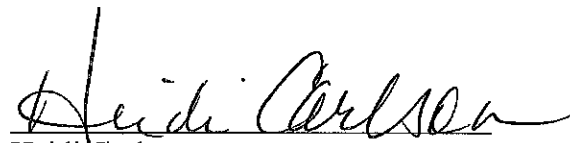
Anixter Inc.	\$13,136.10
Platt Electric	\$6,030.85
Codale Electric Supply	\$36,588.44
Lump Sum Total	\$55,755.39

The tools are budgeted in the 2017/18 Idaho Falls Power, Distribution budget.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

City of Idaho Falls
Q18-009 Power Tools

Vendor	Quantity	1) Amixter, Inc. Salt Lake City, UT	2) Edge Construction Idaho Falls, ID	3) Platt Electric Idaho Falls, ID	4) Border States Denver, CO	5) Coddle Electric Supply Salt Lake City, UT
ITEM 1 - CRIMPER KIT, M18 FORCE LOGIC 6T, WITH D3 GROOVES AND FIXED BC DIE, MILWAUKEE ITEM #2678-22BG						
Price Per Each	11	\$ 1,685.00	\$ 1,755.320	\$ 1,699.28	\$ 1,861.05	\$ 1,684.74
TOTAL		\$ 18,535.00	\$ 19,308.52	\$ 18,692.08	\$ 20,471.55	\$ 18,532.14
Delivery Time		1 WEEK		2 WEEKS	2 WEEKS	3-4 WEEKS
ITEM 2 -CABLE CUTTER KIT, M18 FORCE LOGIC, WITH 477 ACSR JAW, MILWAUKEE ITEM #2672-21S						
Price Per Each	11	\$ 1,301.85	\$ 1,359.00	\$ 1,313.08	\$ 1,438.08	\$ 1,301.84
TOTAL		\$ 14,320.35	\$ 14,949.00	\$ 14,443.88	\$ 15,818.88	\$ 14,320.24
Delivery Time		1 WEEK		2 WEEKS	2 WEEKS	3-4 WEEKS
ITEM 3 - M18 CU/AL JAW, MILWAUKEE ITEM #49-16-2772						
Price Per Each	11	\$ 221.60	\$ -	\$ 223.48	\$ 244.76	\$ 221.57
TOTAL		\$ 2,437.60	\$ -	\$ 2,458.28	\$ 2,692.36	\$ 2,437.27
Delivery Time		1 WEEK		2 WEEKS	6 WEEKS	3-4 WEEKS
ITEM 4 -UTILITY IMPACTING DRILL KIT, M18 FUEL 7/16" HEX MILWAUKEE ITEM #2765-22						
Price Per Each	3	\$ 432.95	\$ 449.44	\$ 436.66	\$ 478.23	\$ 432.93
TOTAL		\$ 1,298.85	\$ 1,348.32	\$ 1,309.98	\$ 1,434.69	\$ 1,298.79
Delivery Time		1 WEEK		2 WEEKS	5 WEEKS	3-4 WEEKS
ITEM 5 - UNDERGROUND CABLE CUTTER KIT, M18 FORCE LOGIC, 3" WITH WIRELESS REMOTE, MILWAUKEE ITEM #2776R-21						
Price Per Each	3	\$ 2,910.00	\$ 3,029.00	\$ 2,935.11	\$ 3,214.53	\$ 2,910.00
TOTAL		\$ 8,730.00	\$ 9,087.00	\$ 8,805.33	\$ 9,643.59	\$ 8,730.00
Delivery Time		4 WEEKS		2 WEEKS	4 WEEKS	3-4 WEEKS
ITEM 6 -ONE HANDED RECIP SAW KIT, M18 FUEL HACKZALL MILWAUKEE ITEM #2719-21						
Price Per Each	5	\$ 223.20	\$ 225.00	\$ 218.33	\$ 246.51	\$ 223.16
TOTAL		\$ 1,116.00	\$ 1,125.00	\$ 1,091.65	\$ 1,232.55	\$ 1,115.80
Delivery Time		1 WEEK		2 WEEKS	4 WEEKS	3-4 WEEKS

City of Idaho Falls
Q18-009 Power Tools

Vendor	1) Anixter, Inc. Salt Lake City, UT	2) Edge Construction Idaho Falls, ID	3) Platt Electric Idaho Falls, ID	4) Border States Denver, CO	5) Cordale Electric Supply Salt Lake City, UT
ITEM 7 - SAWZALL RECIP SAW WITH ONE-KEY KIT MILWAUKEE ITEM #2721-22HD					
Price Per Each	\$ 491.60	\$ 499.00	\$ 480.95	\$ 543.02	\$ 508.42
TOTAL	\$ 3,441.20	\$ 3,493.00	\$ 3,366.65	\$ 3,801.14	\$ 3,558.94
Delivery Time	1 WEEK	2 WEEKS	4 WEEKS	3-4 WEEKS	
ITEM 8 - DISTRIBUTION UTILITY SOCKET, SHOCKWAVE LINEMAN'S MILWAUKEE ITEM #49-66-5101					
Price Per Each	\$ 142.95	\$ 149.00	\$ 144.18	\$ 162.79	\$ 142.95
TOTAL	\$ 714.75	\$ 745.00	\$ 720.90	\$ 813.95	\$ 714.75
Delivery Time	1 WEEK	2 WEEKS	2 WEEKS	3-4 WEEKS	
ITEM 9 - IMPACT DRIVER KIT, M18 FUEL, 1/4" ONE-KEY MILWAUKEE ITEM #2757-22					
Price Per Each	\$ 283.95	\$ 319.00	\$ 305.61	\$ 345.06	\$ 312.37
TOTAL	\$ 3,691.35	\$ 4,147.00	\$ 3,972.93	\$ 4,485.78	\$ 4,060.81
Delivery Time	1 WEEK	2 WEEKS	4 WEEKS	3-4 WEEKS	
ITEM 10 - HIGH TORQUE IMPACT WRENCH, M18 FUEL, 1/2" MILWAUKEE ITEM #2862-22					
Price Per Each	\$ 446.35	\$ 449.44	\$ 436.66	\$ 493.02	\$ 457.89
TOTAL	\$ 892.70	\$ 898.88	\$ 873.32	\$ 986.04	\$ 915.78
Delivery Time	1 WEEK	2 WEEKS	3 WEEKS	3-4 WEEKS	
ITEM 11 - BAND SAW KIT, M18, MILWAUKEE ITEM #2629-22					
Price Per Each	\$ 357.90	\$ 361.70	\$ 350.11	\$ 395.35	\$ 357.89
TOTAL	\$ 357.90	\$ 361.70	\$ 350.11	\$ 395.35	\$ 357.89
Delivery Time	1 WEEK	2 WEEKS	3 WEEKS	3-4 WEEKS	
ITEM 12 - METAL CUTTING CIRCULAR SAW KIT, M18 FUEL, MILWAUKEE ITEM #2782-22					
Price Per Each	\$ 356.85	\$ 359.34	\$ 349.12	\$ 394.19	\$ 356.84
TOTAL	\$ 356.85	\$ 359.34	\$ 349.12	\$ 394.19	\$ 356.84
Delivery Time	1 WEEK	2 WEEKS	4 WEEKS	3-4 WEEKS	
	\$ 55,892.5500	\$ 55,822.7600	\$ 56,434.2300	\$ 62,170.0700	\$ 56,399.2500
	\$ 13,136.1000		\$ 6,030.8500		\$ 36,588.4400
	\$ 55,755.3900				

January 19, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Friday, January 19, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember Shelly Smede
Councilmember Michelle Ziel-Dingman
Councilmember Jim Freeman
Councilmember Jim Francis
Councilmember John Radford

Also present:

Chris Fredericksen, Public Works Director
Rob Harris, Holden Kidwell Hahn & Crapo, PLLC
Ryan Tew, Human Resources Director
Pamela Alexander, Municipal Services Director
Kenny McOmber, Treasurer
Mark Hagedorn, Controller
Jackie Flowers, Idaho Falls Power Director
Bear Prairie, Idaho Falls Power Assistant Manager
Randy Fife, City Attorney
Kerry Hammon, Public Information Officer
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:05 p.m. with the following:

Calendar, Announcements and Reports:

Mayor Casper shared an appreciation note from the Idaho Falls Humanitarian Center regarding the Community Support Grant Program. She also briefly reviewed the status of the potential Federal government shut down.

January 19, Martin Luther King Banquet

January 20, Women's March

January 22, Association of Idaho Cities (AIC) Water Summit

January 23, City Officials Day at the Capitol in Boise

January 24, American Public Power Association (APPA) webinar

January 25, Lunch and Learn sponsored by Tom Lenderink at the Emergency Operations Center (EOC); Grand Opening at Museum of Idaho (MOI); and, City Council Meeting

Mayor Casper stated several advisory boards, which fall under the direction of individual departments, will be utilized as allowed. Any board appointments or reappointments will be included on the Consent Agenda. She indicated appointments to the newly-formed Americans with Disabilities Act (ADA) Board will be forthcoming, any recommendations would be appreciated. She noted she will be requesting a small budget item to allow publication of board notices. Mayor Casper briefly reviewed City Officials Day at the Capitol topics, including legislative and tax issues.

Acceptance and/or Receipt of Minutes:

It was moved by Councilmember Hally, seconded by Councilmember Freeman, to receive the minutes from the Planning and Zoning Commission, and additional minutes included in the packet. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

Water Rights Mitigation Update:

Director Fredericksen stated the need for water to enable a City to grow is very important as well as the impact to the aquifer in the Snake River Plain. He then turned the presentation to Mr. Harris. Mr. Harris noted there have been a series of mediation sessions by Speaker of the House, Scott Bedke, regarding surface water coalition.

Mr. Harris presented the following with general discussion throughout:

Overview: Eastern Snake Plain Aquifer (ESPA) municipal water rights

- Most ESPA communities rely on ground water
- Most ground water rights are junior to senior surface water (canal company and fish producer) water rights
- Idaho Department of Water Resources (IDWR) is authorized to “conjunctively manage” ground water and surface water and has done so actively since 2005

Overview: Conjunctive management means...

- Delivery calls allege the seniors aren’t getting their full decreed water right and ask for curtailment of junior ground water rights
- IDWR uses the conjunctive management rules and various administrative orders to decide: a) how much water the senior is short; and b) which ground water rights should be curtailed to avoid shortage

Mr. Harris reviewed the map locations of the Surface Water Coalition (SWC) members

- Beginning in 2005, IDWR has issued curtailment orders on a regular basis
- For the most part, the curtailment orders impacted irrigation pumpers
- In 2015, municipal water rights (including those of Pocatello and other communities) were also identified for curtailment
- Juniors can avoid curtailment in the first instance by obtaining approval of a “mitigation plan” with the State

Mr. Harris stated a mitigation plan was filed although it was objected by the coalition because there was belief an agreement could be negotiated with the cities.

- Juniors can also enter into settlement agreements with seniors that involve providing water, money, management concessions, or other things of value to the seniors in exchange for avoiding curtailment
- Settlement agreements provide certainty, but the challenge with drafting the terms of a settlement agreement is assessing the current risk under future conjunctive administration and how that translates into what is offered in a settlement agreement

Mr. Harris stated future water years are unknown therefore the risk to the City has been translated into a set of action items which will allow the City to grow for 35 years.

Shifting landscape: Idaho Ground Water Appropriators (IGWA) settlement

- IGWA negotiated a deal with the SWC that will require the following of the irrigation pumpers:
 - Annually provide 50,000 acre-feet of storage water to SWC
 - Commit \$1.1 million to existing conversions
 - Reduce ground water diversions by 240,000 acre-feet/year by 2025
 - Shorten the irrigation season (April 1-October 31)
 - Install measuring devices by 2018
 - Facilitate state sponsored recharge equal to 250,000 acre-feet/year
 - Meet agreed-to aquifer level goals (measured in 19 “sentinel wells”)

Mr. Harris stated the goals must be met or reductions could increase. He viewed the sentinel wells areas.

- In exchange, SWC agreed:
 - IGWA would have “safe harbor” from delivery calls for a period of 10 years
- Both IGWA and SWC agreed the settlement would:
 - Stabilize aquifer levels and increase spring flows (and SWC water supplies)
 - Minimize economic impact that would result from curtailment
 - Increase measurement of ground water pumping facilitating enforcement of the terms by ground water districts
- Goal: “Stabilize and ultimately reverse the trend of declining ground water levels and return ground water levels to levels equal to the average ground water levels from 1991-2001.”
- Benchmarks: (1) By 2020 ground water levels will equal ground water levels in 2015; (2) by 2023 ground water levels will be halfway between 2015 ground water levels and goal; and (3) by 2026 goal is reached and ground water levels equal or exceed 1991-2001 average

January 19, 2018 - Unapproved

Mr. Harris reviewed the 240,000 acre-foot pumping reduction:

Declines: 216,000 AF
Contingency: 21,600 AF
Sum: 237,600 AF
Rounding: 240,000 AF

He noted flood irrigation versus pump irrigation became more efficient.

Mr. Harris reviewed the 2010-2014 Water Management Information System (WMIS) Pumping Data:

Irrigation = 1,712,424 acre-feet - 94%, Non-irrigation = 62,028 acre-feet - 3%, Municipal = 58,728 acre-feet

- Most cities have resisted this because:
 - Agreement requires permanent reduction in pumping which is not consistent with economically viable municipal growth
 - Has a term of only 10 years (all bets are off at 2025)
 - Would impose on the cities the same penalties as the pumpers, but the cities are responsible for only a fraction of the depletions affecting ESPA ground water levels and the SWC—cities could be curtailed because of irrigators' failures with no recourse
 - Cities will be assessed monetarily based on diversion rate (cfs) rather than irrigated acres; there was no clear guidance on how cities would be responsible for their share of pumping reductions
- What was a good deal for IGWA is not a good deal for the cities

Shifting landscape: GWMA

- IGWA and SWC have suggested that the ESPA is in "crisis" and, once they executed their settlement, joined in asking IDWR to form a Ground Water Management Area (GWMA)

Mr. Harris indicated this is unknown.

Shifting landscape: IGWA settlement and GWMA

- IDWR has ordered the formation of a GWMA for the entire ESPA, which many parties—including many cities—have objected to
- Proceedings currently appear to be in a holding pattern
- This has allowed Cities to negotiate with the SWC terms of a long-term settlement agreement, the provisions of which will be proposed for inclusion in a GWMA plan

Long-term agreement term sheet:

- Main Provisions of the Term Sheet:
 - All participating cities will collectively need to provide 7,650 acre-feet per year; this amount can increase to a cap of 9,640 acre-feet per year if IGWA's 240,000 acre-feet per year obligation increases to 340,000 acre-feet per year or more
 - Current 16 "represented" cities plus any others that wish to join in are covered
 - Term of the agreement is the earlier of (i) 35 years or (ii) until participating cities' collective pumping exceeds 120,000 acre-feet on a five-year rolling average (current pumping for all ESPA cities is approximately 80,000 acre-feet)
 - Cities will participate in aquifer enhancement activities, primarily through ground water recharge
 - Cities will perform recharge through either a city's own recharge project, or more likely, by renting storage water and providing it to the SWC or the Idaho Water Resource Board to perform the recharge – cities would be responsible for any associated costs

Brief discussion followed regarding control of water.

Compare cities with IGWA

- Why 7,650 acre-feet?

Mr. Harris reviewed the analysis graph indicating reduction volume and growth.

Long-term agreement term sheet:

- 7,650 acre-feet is the cities' reduction amount at year 35 when compared with IGWA's 290,000 acre-feet mitigation amount
- At this amount per year, cities are significantly over-mitigating
- Even if IGWA's obligation increased to 340,000 acre-feet per year, cities are still over-mitigating at their rate of 7,650 acre-feet
- Why the increase to 9,640 acre-feet if IGWA's obligation goes up to 340,000 acre-feet or higher?

January 19, 2018 - Unapproved

- The analysis assumed all cities pumping to be 72,500 acre-feet; it is believed actual pumping of all cities is probably about 10,000 acre-feet higher
- 9,640 acre-feet is an estimate of the maximum amount cities would have to reduce if the cities were under the IGWA-SWC Agreement and IGWA's obligation increased to 340,000 acre-feet per year
- Overall, cities are mitigating from day 1 at the maximum amount they would be required if they were under the IGWA-SWC Agreement
- Why?
 - 35 years of certainty and the ability to grow into existing rights by 40,000 acre-feet
 - Cities are showing that they want to recover aquifer levels and over-mitigating from day one their intentions clear
 - Importantly, cities are not tied to the IGWA-SWC ground water level goals
 - The amount of mitigation is actually less than what was offered previously by the cities (mitigation equivalent to 10% of pumping)
- Why the 120,000 acre-feet re-opener?
 - It allows another 40,000 acre-feet of growth
 - It is a better alternative to IGWA's proposal to only let cities' grow at a cap of only 1.4% per year
 - It should encourage city conservation
- One major remaining issue relates to IGWA requesting to hold on to the ability to assert its spring water rights and/or ground water rights against the cities in a delivery call
 - Cities believed they were buying total peace from IGWA under this agreement because of matters wanted to address in negotiating this agreement
 - As a practical and political matter, IGWA asserting a delivery call against cities is not likely—but it is still possible
 - This issue has not been resolved
- Mitigation water must be provided in the form of “aquifer enhancement activities”
 - Most likely sources are private leases with storage water holders (such as the City of Pocatello) and the Water District 01 storage water rental pool
- GWMA:
 - Cities will withdraw objections to this designation

Mr. Harris believes Idaho Falls is set up well to meet mitigation obligation due to mitigation water and local irrigation district agreements.

- Once we finalize the long-term agreement, cities can turn their attention to an agreement between the cities on how we collectively meet our obligations
 - There will likely be consideration for the priority dates of each city's water rights, but the majority allocation of mitigation obligation will likely be based on pumping relative to total participating cities' pumping

Mr. Harris stated the City would need to provide approximately 2,500 acre-feet per year. This amount would decrease and the mitigation obligation could be reduced if conservation measures were implemented such as water meters or converting the parks from ground water pumping to surface water irrigation.

Mr. Harris noted a similar presentation will occur at the January 22 AIC meetings.

Pay for Performance Status Report:

Director Tew indicated upon his hiring, he was tasked with changing the City's pay system. He believed any transition would take approximately two (2) years. He stated outside Consultants have previously presented to Council with what he believes, was positive feedback. He presented the following, stating any future direction would need to be decided by the current Council:

Current system:

- 1- Annual pay adjustment – cost of living adjustment (COLA) 2.5% in previous year based on national inflation increase.
- 2- Step program – longevity based. All employee positions fall within the Grade and Step Salary Chart. Step increases vary with length of time. The general intention is to hire within market rate and then advance salaries.

January 19, 2018 - Unapproved

3- Additional longevity bonus – this is a lump sum and does not increase with base pay.

What is Pay for Performance?

-A system in which all or part of an employee's compensation is contingent on the quality and/or quantity of the work they do.

What differences would it create for employees and the City?

- Provide more options for managers/supervisors
- Differentiate between employees
- Create risk – not a guaranteed raise
- De-emphasize longevity
- Require more oversight of the process
- Require effective management of employees
- Change in culture

Accomplishes so far -

Year One – the Performance Management Piece

- Consulting company
- Task force

Director Tew stated a task force consisting of Brad Cramer, Community Development Services Director; Chris Fredericksen, Public Works Director; Brandon Lerwill, Idaho Falls Power; Elizabeth Knowles, Airport; Russell Nash, Library; Vince Anderson, Municipal Services; Jeff Moad, Parks & Recreation; and, Mindy Moore and Eilene Horne, Human Resources, has met over the previous year and, along with Department Directors, has developed Core Expectations – a set of standards in which every employee would be measured.

-Core expectations includes: Customer Service, Dependability, Integrity and Ethics, Continuous Improvement, Safety, and Teamwork

- Specific job-related expectations – every job was reviewed for duties and measurable tasks
- Performance levels
- Structured evaluation and communication process (Performance Awareness Conversation - PAC)

Year Two - the Pay Piece

- Consultants and Human Resources work with Council and Directors
- Develop salary range structure tied to the market – this could be a combination of steps and/or ranges
- Establish budget

Director Tew does not believe this process would cost more.

- Develop merit matrix

Director Tew reviewed an example of a Merit Matrix which includes Level of Present Salary within the Range and Performance Levels. The intent would give all employees a market adjustment versus an inflation increase. This process would also replace the Step increases.

Issues to Consider -

- Is it the highest priority?
- Is it the right time?
- Is it a cultural fit?

Director Tew stated Pay for Performance does not always work in the public sector. Councilmember Freeman believes this process could cause tension between supervisors and employees.

- Are our managers/supervisors adequately trained?

Director Tew indicated managers and supervisors have only received performance evaluations in the previous two (2) years. He stated Idaho Falls Power (IFP) was anxious to move to this process due to a variety of issues. IFP is scheduled to implement Pay for Performance in the coming year. He believes IFP could be a good test for additional departments. Discussion followed regarding the reasoning behind the proposed Pay for Performance. Mayor Casper indicated the intent was to use tax dollars to obtain good performers and incentivize people to work hard. Councilmember Hally believes adequate time should be considered prior to any implementation. Councilmember Dingman believes it is difficult to recruit and attract higher performing employees if they would be paid in the same manner as someone who does a similar job at a lower quality of work. Councilmember Francis expressed concern that if competition is created among dedicated public servants, a more productive overall work force may not occur. Director Tew indicated there is evidence to support and not support this concern. Councilmember Francis believes

January 19, 2018 - Unapproved

the leadership problem is being addressed but questioned the 'U-turn'. General discussion followed. Mayor Casper suggested each Councilmember contact Director Tew directly with any questions/concerns/comments. She noted a follow-up discussion will be scheduled at a future Work Session.

Quarterly Finance Presentation:

Director Alexander introduced Kenny McOmber, Treasurer and Mark Hagedorn, Controller. She briefly reviewed tasks performed by the Treasurer's Office and the Controller's Office. She then turned the presentation to Mr. Hagedorn with general discussion throughout.

Mr. Hagedorn reviewed Budget to Actual Revenue Reporting categories:

Taxes and Franchises – property taxes and/or franchise fees

Intergovernmental Revenue – contracts with County, State, and Federal government entities

Governmental Charges for Services – general government charges (exchange transaction), only for current resources for current expenditures

Enterprise Charges for Services – services charged for running a program, for current and long-term resources and expenditures

Miscellaneous – non-categorized revenues, unique for certain situations, neither exchange or non-exchange transactions

Non-Revenue Transfer – exchange within the City between funds

Fund Balance – current revenue not budgeted

	2017/18 Budget	Year to Date	Percentage Expended	Year-End Forecast
Total Revenues	\$194,923,941	\$34,042,121	17.46%	\$173,017,875

Mr. Hagedorn clarified Enterprise Funds include Airport, Water, Sewer, Sanitation, Ambulance (although subsidized by County contracts and local government), and Electric. He noted property taxes from Bonneville County are received in January and July.

Mr. Hagedorn reviewed Budget to Actual Expenditures categories:

Wage/Benefits – all personnel costs

Operating Expenses – any expense not considered a long-term expenditure

Capital Outlay – long-term assets

MERF (Municipal Equipment Replacement Fund) Depreciation – accumulation of cash over time with expected equipment to be replaced, managed by General Services

Debt Service Payments – no current bonds, one (1) note with Department of Environmental Quality (DEQ) for Wastewater Treatment upgrades

Transfers – Council transfers within funds or business transfers with another fund

Mr. Hagedorn stated major expenditures will be addressed as they occur.

	2017/18 Budget	Year to Date	Percentage Expended	Year-End Forecast
Total Expenditures	\$194,923,941	\$35,614,582	18%	\$173,017,875

Mr. McOmber stated a Treasurer's Report will be distributed to Council on a monthly basis indicating all funds, expenses, revenues, debits, credits, and final balance. The report is per Idaho State Statute 50-208 and will be included on the Consent Agenda. He also briefly reviewed Fund Balances for the previous ten (10) years. Mr. McOmber stated Government Finance Officers Association (GFOA) recommends, at a minimum, that two (2) months of expenses remain in the fund balance. The City expenses average \$4.5m per month general fund expenditures, or \$9m minimum. He indicated the fund balance is currently \$3m due to recent projects.

Mr. McOmber reviewed City Investments – Idaho Code 67-1210 Investment of Idle Moneys, and Idaho Code 50-1013 Deposit and Investment of Funds. He indicated most cities use the Local Government Investment Pool (LGIP), the City of Idaho Falls handles its own investments and does not use the LGIP. He stated the City has assisted AIC with changes to State investment regulations. Mr. McOmber stated the Finance and Investment Committee meets on a quarterly basis. Director Alexander noted the Finance and Investment Committee consists of herself, Mr. Hagedorn, Mr. McOmber, Councilmember Hally, and Mr. Prairie.

January 19, 2018 - Unapproved

Director Alexander reviewed General Fund Management:

- General fund departments should manage within their approved budgets and any overages should be communicated to City Council
- Monthly meetings with departments to review expenditures and management of general fund resources
- Importance of general fund departments bringing 2017/2018 budgeted items before City Council by July 2018
- Any new project or project(s) with ongoing costs to the general fund should be communicated to City Council to incorporate into forecast models

Director Alexander reviewed additional financial-related updates including the annual audit for 2016/17 fiscal year (ending September 30, 2017), Cayenta financial system configuration and go live (anticipated for April 2018), 2018/19 budget and Priority Based Budgeting, and, risk management annual overview.

New Large Single Load Discussion and Consideration of Approval:

Director Flowers stated Mr. Prairie has coordinated with other staff to ensure IFP has the power supply capacity to serve this request. She then turned the presentation to Mr. Prairie with general comments/discussion throughout. Mr. Prairie stated per the IFP rate ordinance any load greater than 1 megawatt is required to be negotiated and approved by Council. The current request under the Memorandum of Understanding (MOU) is for a 20 Megawatt (MW) request. He indicated the current largest customer is ~5 MW per hour average, the average annual load for IFP is ~82 MW per hour average. He stated this request would increase the load growth by ~25%.

Mr. Prairie reviewed IFP's current annual position graphs relative to average water; critical water; 20 MW load + Bonneville Power Administration (BPA) purchase increase; and power supply expense versus revenue. He noted Heavy Load refers to the sixteen (16) hours in the middle of the day, Light Load refers to the eight (8) hours during the night. These loads are managed by different price points and different markets. Mr. Prairie also reviewed Wholesale Market versus BPA stating Mid-C 2018-2023 = \$20.59 (mid-market price without transmission), BPA = \$37.64 (if the load is under 10MW in a single location IFP has to purchase from BPA up to the contract amount, IFP currently has ~14 MW of contract headroom). Mr. Prairie stated if this customer is put in at the current large industrial rate, revenue would be ~\$8.1m. The MOU indicates the customer would be willing to serve up to 20 MW.

Benefits:

- Takes some of our surplus energy
- High capacity factor load = light load hour energy
- Limited time commitment contract – five (5) years
- Limited to no capital outlay for interconnection
- Can tailor contract to meet both parties needs
- Fills our BPA commitment

Risks:

- Hydro and market variability – currently have these risks and actively manage them
- Dramatic change to portfolio – performance guarantees are including in contract, wholesale prices are already low
- Single customer risk – letter of credit will be pursued, potentially tighter billing cycles

Mr. Prairie stated in the event of a power outage, this customer will be the last customer to get back on line.

Next steps:

- Execute the MOU
- Customer works to secure final sites
- Customer pays for IFP line extensions as needed
- Negotiate Power Sales Agreement for five-year term and Council approval
- Starts connecting load in April/May timeframe

It was moved by Councilmember Hally, seconded by Councilmember Radford, to enter into the intent agreement/MOU to provide up to 20 MW with time constraints and obligations of payment included, and authorize the Mayor to sign the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

January 19, 2018 - Unapproved

Council Meetings, Liaison Reports, etc:

Mayor Casper corrected Council Liaison Assignments as announced at the January 11, 2018 Council Meeting as follows:

Seat 1, Michelle Ziel-Dingman – Airport, Parks and Recreation, Bonneville Metropolitan Planning Organization (BMPO) Policy Board Chair, and Community Development Services (#2)

Seat 2, Shelly Smede – Community Development Services, Municipal Services (#2), and Library Board

Seat 3, Tom Hally – Idaho Falls Power Co-Liaison, Police, and Idaho Falls Redevelopment Agency (IFRdA) Board

Seat 4, Jim Francis – Fire, Human Resources, Public Works (#2), and BMPO Policy Board

Seat 5, John Radford – Municipal Services, Idaho Falls Power Co-Liaison, and Parks and Recreation (#2)

Seat 6, Jim Freeman – Public Works, Legal Services, Police (#2), Targhee Regional Public Transportation Authority (TRPTA) Board and BMPO Boards

She stated the Liaison duties are to receive briefings from the director(s); become the colleagues resource; and carry department business items at Council Meetings. Mayor Casper reviewed City Council Meetings Overview of protocol and process including bi-monthly Regular Sessions; Special Sessions (including bi-monthly Work Sessions, Budget Sessions, and miscellaneous); and, Executive Sessions (as needed). She also reviewed the agenda building as: City business items from Department heads (memo or request), City administrative items (routine Clerk and Treasurer items), items required by State Statute (budget, fees, Local Land Use Planning Act (LLUPA) hearings), reports from City departments and outside agencies and partners, items from the Mayor's Office (presentations and awards, resolutions, appointments, administrative planning items), items specifically requested by the Council when in session, study items from the Council President, and, motions from the Council with majority of Council vote. Mayor Casper believes the time allotted for the Councilmembers at Council Work Sessions should be for liaison reports or to raise any concerns. She reminded the Council that their primary role is oversight, budget, and policy setting. General discussion and comments followed. Mr. Fife suggested the discussion item remain as a report. Mayor Casper reviewed the public comment process stating dialogue should not generally occur during the public comment period. She also reviewed the elements of a public hearing process. Mr. Fife stated all questions from the Councilmembers should be presented during the public hearing portion. Mayor Casper reviewed City Council Meeting protocol for regular agenda items.

There being no further business, it was moved by Councilmember Radford to adjourn the meeting at 6:49 p.m.

CITY CLERK

MAYOR

January 25, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, January 25, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember Jim Francis
Councilmember John Radford
Councilmember Michelle Ziel-Dingman
Councilmember Shelly Smede
Councilmember Jim Freeman

Also present:

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

Pledge of Allegiance:

Mayor Casper invited Cole Zitzman, an eighth-grade student at Rocky Mountain Middle School and Boy Scout Troop 442, to lead those present in the Pledge of Allegiance.

Public Comment:

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

Consent Agenda:

Office of the Mayor requested reappointments to Brent Dixon – Planning & Zoning Commission; Renee Magee – Historic Preservation Commission; Julie Williams – Historic Preservation Commission; Graham Whipple – Historic Preservation Commission; and, Alex Creek – Board of Adjustments.

Municipal Services requested approval of Bid IF-18-K, Steel Refuse Containers for Public Works; Bid IF-18-05, Roll-off Container Tilt Frame mounted on a Cab and Chassis for Public Works; Bid Award IF-18-08, Decorative Street Light Poles and Luminaire for Idaho Falls Power; and, Bid Award IF-18-09, Padmount Transformers for Idaho Falls Power.

The City Clerk requested approval of minutes from the January 11, 2018 Council Meeting, and approval of license applications, all carrying the required approvals.

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

Regular Agenda:

Public Works

Subject: Easement Vacations – Freeway Commercial Center Divisions 1, 2 & 3

January 25, 2018 - Unapproved

As earlier authorized, the City Attorney has prepared the necessary documents to vacate several easements within the Freeway Commercial Center Division 1, 2 & 3. The purpose of these vacations is to eliminate overlapping State of Idaho easements along Pancheri Drive and to make better use of the property on the interior portions of the development.

To the request of Councilmember Francis, Public Works Director Chris Fredericksen confirmed there will be no change to the landscape or buffer zones as this is strictly utility easements.

It was moved by Councilmember Freeman, seconded by Councilmember Francis, to approve the ordinance vacating Freeway Commercial Center Divisions 1, 2, & 3 under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

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

ORDINANCE NO. 3153

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

Idaho Falls Power

Subject: Permission to Contract with Premier Technology Inc. for Shaft Seal Manufacturing

In accordance with Idaho Code 67-2805, Idaho Falls Power solicited quotes for shaft seal manufacturing from seven companies. Two contractors submitted quotes. Premier Technology Inc.'s quote for \$67,728 was the low quote. Idaho Falls Power budgeted \$70,000 in the FY17/18 budget for the work.

Councilmember Radford noted this spare shaft seal will replace the shaft seal used during the recent sedimentation removal.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to authorize a contract with Premier Technology Inc. in the amount of \$67,728. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Community Development Services

Subject: Public Hearing – Conditional Use Permit for 12 Single-Unit Attached Homes in an R-1 Zone, Carriagegate Division No. 6

For consideration is the application for a Conditional Use Permit (CUP) for 12 single-unit attached homes in an R-1 Zone, Carriagegate Division No. 6. The Planning and Zoning Commission considered this application at its December 5, 2017 meeting and recommended approval by unanimous vote of the CUP and a request to reduce the front yard setback from 30 feet to 20 feet. Staff concurs with this recommendation.

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

Community Development Services Director Brad Cramer appeared with the following:

January 25, 2018 - Unapproved

Slide 1 – Property under consideration in current zone

Slide 2 – Aerial photo of property under consideration

Slide 3 – Additional aerial photo of property under consideration

Slide 4 – Site Plan

Director Cramer stated the site plans have been reviewed and comply with the zoning ordinance.

Slide 5 – Rendering of homes previous built by developer

Slide 6 – Photo looking southwest from northeast corner

Slide 7 – Photo looking west from northeast corner

Director Cramer stated all CUP applications must meet the required criteria. However, the Local Land Use Planning Act (LLUPA) Statute was revised to allow variations to the standards through a CUP hearing. He noted the previously requested variance to reduce the front yard is due to the garage being located through the alley on the back side of the building. This application meets all remaining criteria of the ordinance and is consistent with policies of the Comprehensive Plan.

To the request of Councilmember Hally, Community Development Services Assistant Director Kerry Beutler identified the retention pond. Director Cramer noted he is unfamiliar with plans for the retention pond.

Mayor Casper requested any public comments. No one appeared. Mayor Casper closed the public hearing.

Councilmember Smede believes this is an innovative approach to new development. She reiterated the variance and believes it fits well within the neighborhood.

It was moved by Councilmember Smede, seconded by Councilmember Radford, to approve the Conditional Use Permit for 12 single-unit attached homes in Carriagegate Division No. 6. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Conditional Use Permit for 12 single-unit attached homes in Carriagegate Division No. 6, and give authorization for the Mayor to execute the necessary documents.

To the request of Mayor Casper, Mr. Fife reviewed the Reasoned Statement of Relevant Criteria and Standards process, which follows the LLUPA requirement. He noted approval of the Reasoned Statement of Relevant Criteria and Standards supports the decision made by fact-finding.

Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

Subject: Public Hearing – Rezoning from R-3A to C-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lot 1, Block 1, 17th Street Medical Plaza

For consideration is the application for Rezoning from R-3A to C-1, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lot 1, Block 1, 17th Street Medical Plaza. The Planning and Zoning Commission considered this application at its December 5, 2017 meeting and recommended approval by a 4-1 vote. Staff concurs with this recommendation.

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

Director Cramer briefly reviewed the rezoning process and requirements, stating the rezone is not to consider the specific use requested by the applicant. He also reviewed the following:

Slide 1 – Property under consideration in current zone

Slide 2 – Future Land Use Map of the Comprehensive Plan

Slide 3 – Aerial photo of property under consideration

Slide 4 – Additional aerial photo of property under consideration

January 25, 2018 - Unapproved

Slide 5 – Photo looking southeast from northwest corner

Slide 6 – Photo looking northeast from southwest corner

Slide 7 – Photo looking north from south

Director Cramer noted the dissenting vote from the Planning and Zoning Commission member was due to concern with regard to introducing commercial uses into the area. He indicated the zone change was requested to allow construction. Director Cramer reviewed landscape requirements as well as cross access agreements.

Mayor Casper requested any public comment.

Jeff Freiberg, Idaho Falls, appeared. He confirmed the two (2) cross access points would be from Hoopes Avenue and from 17th Street through a parking lot.

Mayor Casper closed the public hearing.

Councilmember Smede indicated public comments were received with only one (1) concern from a medical practitioner regarding the safety of the parking lot. This rezone would be similar to other employment centers, including medical offices. She believes the rezone would fit well within the Comprehensive Plan.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance rezoning Lot 1, Block 1, 17th Street Medical Plaza from R-3A to C-1, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

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

ORDINANCE NO. 3154

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE REZONING OF LOT 1, BLOCK 1, 17TH STREET MEDICAL PLAZA DIVISION NO. 1 AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R-3A ZONE TO C-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the rezone of Lot 1, Block 1, 17th Street Medical Plaza from R-3A to C-1, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

Subject: Public Hearing – Annexation and Initial Zoning of R-2A, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, 6.845 acres, NE1/4, Section 23, T 2N, R 37E

For consideration is the application for Annexation and Initial Zoning of R-2A, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, 6.845 acres, NE1/4, Section 23, T 2N, R 37E. The Planning and Zoning Commission considered this application at its December 5, 2017 meeting and recommended approval by a 4-1 vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing. She noted that Director Cramer resides within the impact zone, therefore Assistant Director Beutler will be presenting this item. Mayor Casper ordered all items presented be entered into the record.

Assistant Director Beutler appeared with the following:

Slide 1 – Property under consideration in current zone

January 25, 2018 - Unapproved

Slide 2 – Future Land Use Map of the Comprehensive Plan

Assistant Director Beutler indicated the long-term approach would have higher-density residential uses.

Slide 3 – Aerial photo of property under consideration

Slide 4 – Additional aerial photo of property under consideration, currently vacant and undeveloped

Assistant Director Beutler indicated this is a Category A annexation.

Slide 5 – Photo looking southeast from northwest corner

Assistant Director Beutler indicated annexation and proposed development will include curb, gutter, and sidewalk improvements.

Slide 6 – Photo looking northeast from southwest corner

Slide 7 – Photo looking northwest from southeast corner

Slide 8 – Photo looking west at south edge

Assistant Director Beutler briefly reviewed the R2 and R2-A zoning uses, setbacks, and density requirements. Brief discussion followed regarding County property located within City boundaries as well as Initial Zoning.

Mayor Casper requested any public comment.

Blake Jolley, Connect Engineering, appeared. He indicated a neighborhood meeting was not held pending staff review, although a neighborhood meeting will be scheduled in the near future. He noted these meetings are held to address any concerns. He indicated the R2-A zone was preferred to allow six-plex units.

Brad Cramer, Idaho Falls, appeared. Mr. Cramer stated he cares about his neighborhood as well as his neighbors. He believes the neighborhood is a convenient neighborhood and he is anxious for the development of sidewalks along the roadway. He is in favor of the annexation and believes housetops may provide the opportunity for more businesses to succeed. Mr. Cramer noted a neighborhood meeting was recently held at his residence and density appeared to be a concern from the neighbors. He noted, as a staff member, he has had no conversation with the applicant.

Mayor Casper closed the public hearing.

Councilmember Smede believes Idaho Falls is known for rigorous housing standards and noted that Idaho has been recognized as the fastest growing State. She supports this annexation and believes the traffic will not disrupt the neighborhood. She also believes this will fit the Comprehensive Plan and the R2-A will fit within the neighborhood. Councilmember Radford noted Idaho Falls is one of the fastest growing cities within the State and affordable housing can be an issue. He also believes in the convenience surrounding the neighborhood. He believes the sidewalk in close proximity needs to be addressed.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance annexing 6.845 acres, NE1/4, Section 23, T 2N, R 37E, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

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

ORDINANCE NO. 3155

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 6.845 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

January 25, 2018 - Unapproved

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for 6.845 acres, NE1/4, Section 23, T 2N, R 37E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance assigning a Comprehensive Plan Designation of Higher Density and establishing the initial zoning for 6.845 acres, NE1/4, Section 23, T 2N, R 37E as R-2A (Residence Zone), under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary, that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office. Roll call as follows: Aye – Councilmembers Hally, Smede, Dingman, Freeman, Francis, Radford. Nay – none. Motion carried.

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

ORDINANCE NO. 3156

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 6.845 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-2A ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning as R-2A for 6.845 acres, NE1/4, Section 23, T 2N, R 37E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

There being no further business, it was moved by Councilmember Hally, seconded by Councilmember Freeman, to adjourn the meeting at 8:45 p.m.

CITY CLERK

MAYOR

REGULAR

AGENDA:



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: February 2, 2018

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

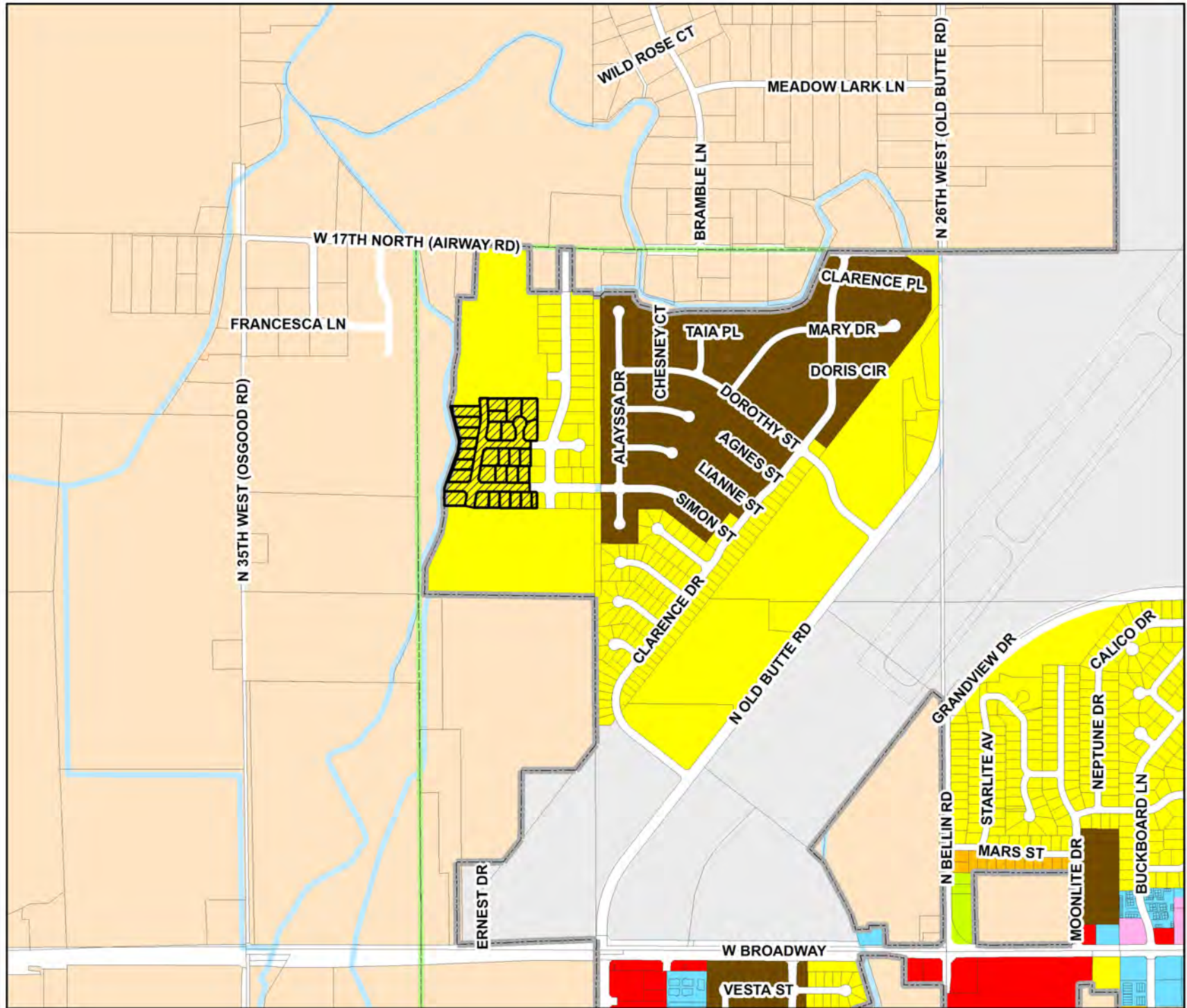
Attached is the application for Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Silverleaf Estates Division No. 2. The Planning and Zoning Commission considered this application at its December 5, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

- Vicinity Map
- Aerial Photo
- Final Plat
- Staff Report, December 5, 2017
- P&Z Minutes, December 5, 2017
- Development Agreement
- Reasoned Statement of Relevant Criteria and Standards

Legend

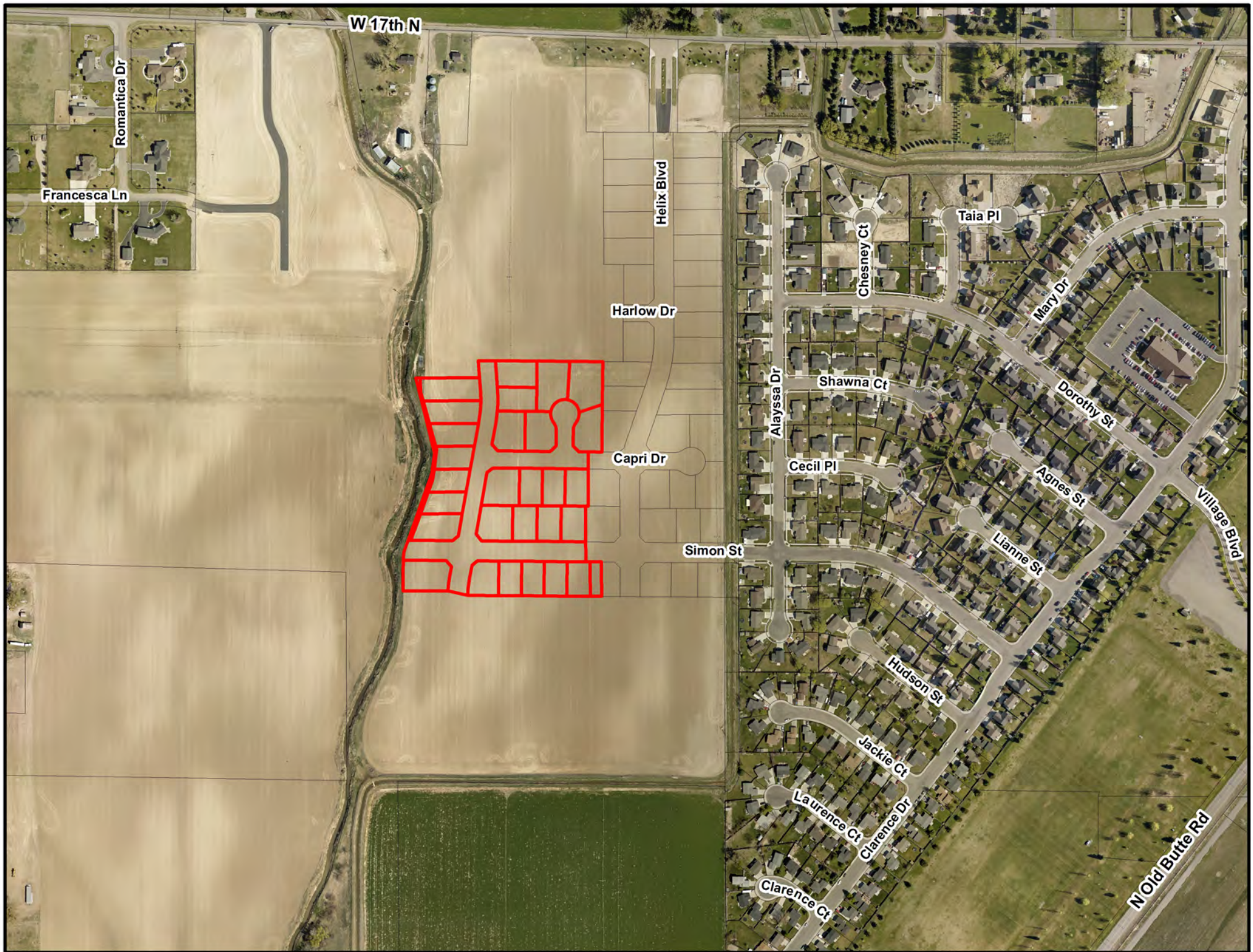
-  Site
-  RP
-  RP-A
-  R-1
-  R-2
-  R2A
-  R-3
-  R-3A
-  PB
-  MS
-  RSC-1
-  C-1
-  HC-1
-  CC-1
-  GC-1
-  R&D-1
-  M-1
-  I&M-1
-  I&M-2
-  RMH
-  PT-1
-  PT-2
-  PT-2 & T-1
-  PUD
-  T-1
-  T-2
-  30' Setback
-  50' Setback
-  City Limits
-  Area of Impact



IDAHO FALLS



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



W 17th N

Romantica Dr

Francesca Ln

Helix Blvd

Harlow Dr

Capri Dr

Simon St

Chesney Ct

Taia Pl

Mary Dr

Dorothy St

Agnes St

Lianne St

Village Blvd

Shawna Ct

Cecil Pl

Hudson St

Jackie Ct

Laurence Ct

Clarence Dr

Clarence Ct

N Old Butte Rd

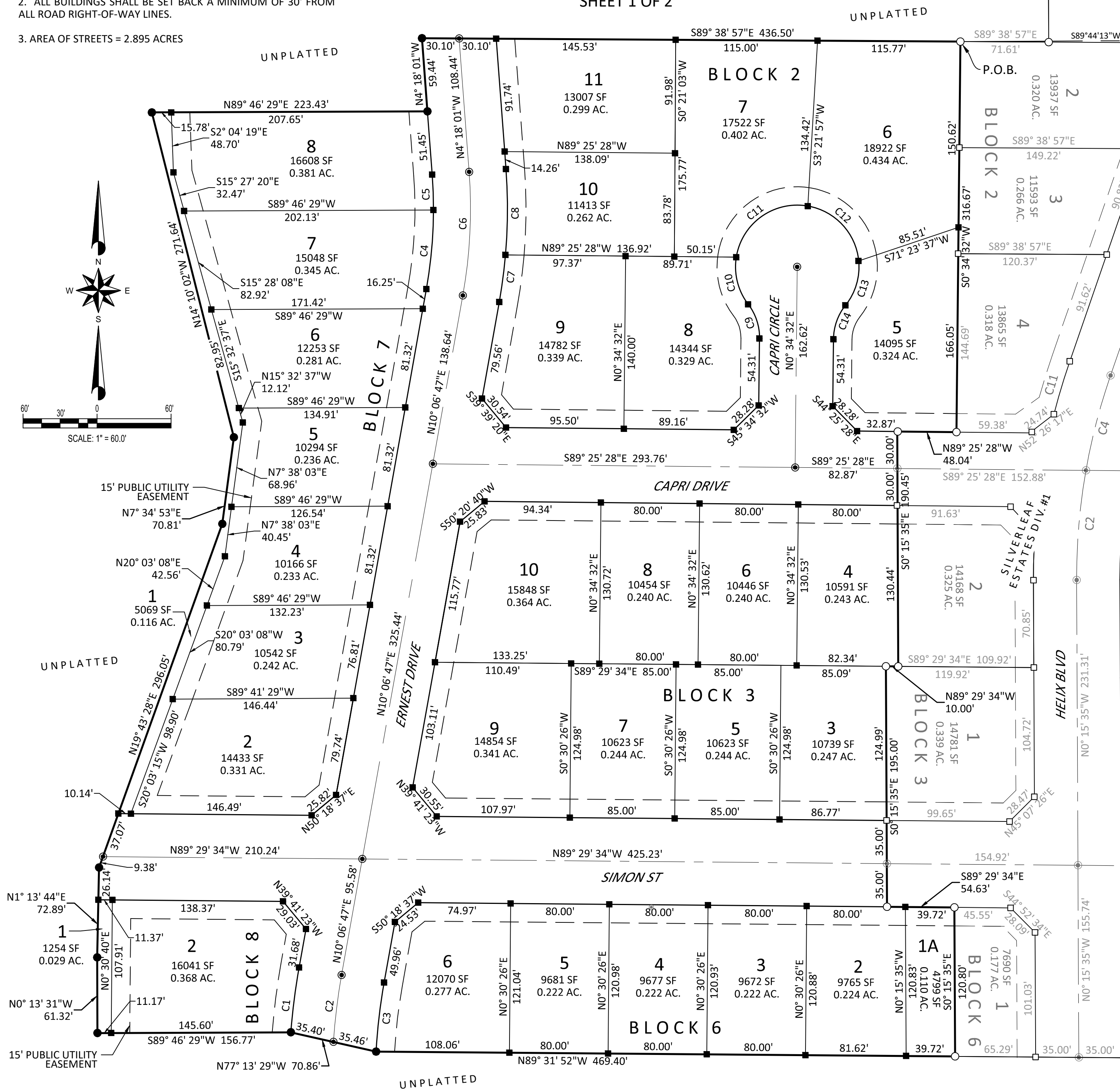
SILVERLEAF ESTATES

DIVISION No. 2

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
A PARCEL IN THE N $\frac{1}{2}$ OF SECTION 15, T.2N., R.37E., B.M.
SHEET 1 OF 2

NOTES

1. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY RESERVED WITHIN EACH LOT ALONG ALL ROAD FRONTAGES AS SHOWN.
2. ALL BUILDINGS SHALL BE SET BACK A MINIMUM OF 30' FROM ALL ROAD RIGHT-OF-WAY LINES.
3. AREA OF STREETS = 2.895 ACRES



1 1/2" ALUMINUM CAP
NW CORNER
SECTION 15
T.2N., R.37E., B.M.
C.P.&F., BY LS 827
INST. No.566384

S87°37'36"E 2647.34'
SECTION LINE - BASIS OF BEARING
CITY OF IDAHO FALLS 2004 DATUM

3/4" DIA. REBAR
W/2" ALUM. CAP
N 1/4 CORNER
SECTION 15
T.2N., R.37E., B.M.
C.P.&F., BY LS 4734
INST. No. 844084

500°15'47"W 1120.29'

LEGEND

- P.O.B. POINT OF BEGINNING
- ROADWAY CENTERLINE
- SECTION LINE
- LOT LINE
- PLAT BOUNDARY
- PUBLIC UTILITY EASEMENT (P.U.E.)
- PLACED 1/2" x 24" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
- PLACED 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
- PLACED 5/8" x 30" IRON ROD WITH METAL CAP MARKED P.L.S. 9369
- FOUND 5/8" x 30" IRON ROD WITH METAL CAP MARKED P.L.S. 9369
- FOUND 1/2" x 24" IRON ROD WITH YELLOW PLASTIC STAMPED P.L.S. 9369 OR AS SHOWN
- FOUND 5/8" x 30" IRON ROD WITH YELLOW PLASTIC STAMPED P.L.S. 9369 OR AS SHOWN
- P.L.S.S. CORNER AS NOTED

SURVEYOR'S CERTIFICATE

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

CERTIFICATE NO. 9369



PARCEL CURVE DATA

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	53.04	535.00	5°40'49"	S7° 16' 23"W	53.02
C2	54.71	500.00	6°16'08"	S6° 58' 43"W	54.68
C3	56.38	465.00	6°56'50"	S6° 38' 22"W	56.35
C4	64.37	370.00	9°58'06"	N5° 07' 44"E	64.29
C5	28.70	370.00	4°26'41"	N2° 04' 40"W	28.70
C6	100.62	400.00	14°24'48"	N2° 54' 23"E	100.36
C7	38.54	430.00	5°08'08"	N7° 32' 43"E	38.53
C8	69.63	430.00	9°16'39"	N0° 20' 19"E	69.55
C9	29.74	45.00	37°51'49"	N18° 21' 22"W	29.20
C10	40.45	50.00	46°20'49"	S14° 06' 52"E	39.35
C11	79.34	50.00	90°54'45"	S54° 30' 55"W	71.27
C12	65.00	50.00	74°28'58"	N42° 47' 13"W	60.52
C13	38.38	50.00	43°59'06"	N16° 26' 49"E	37.45
C14	29.74	45.00	37°51'49"	S19° 30' 27"W	29.20

BOUNDARY DESCRIPTION

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO; THENCE S00°15'47"E ALONG THE SECTION LINE 1120.29 FEET AND S89°44'13"W 422.90 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT IS ALSO A POINT ON THE WEST BOUNDARY OF SILVERLEAF ESTATES DIVISION No. 1, CITY OF IDAHO FALLS, AND RUNNING THENCE ALONG SAID SUBDIVISION BOUNDARY FOLLOWING SEVEN (7) COURSES; (1) S00°34'32"W 316.67 FEET; (2) N89°25'28"W 48.04 FEET; (3) S00°15'35"E 190.45 FEET; (4) N89°29'34"W 10.00 FEET; (5) S00°15'35"E 195.00 FEET; (6) S89°29'34"E 54.63 FEET; (7) S00°15'35"E 120.80 FEET; THENCE N89°31'52"W 469.40 FEET; THENCE N77°13'29"W 70.86 FEET; THENCE S89°46'29"W 156.77 FEET; THENCE N00°13'31"W 61.32 FEET; THENCE N01°13'44"E 72.89 FEET; THENCE N19°43'28"E 296.05 FEET; THENCE N07°34'53"E 70.81 FEET; THENCE N14°10'02"W 271.64 FEET; THENCE N89°46'29"E 223.43 FEET; THENCE N04°18'01"W 59.44 FEET; THENCE S89°38'57"E 436.50 FEET TO THE POINT OF BEGINNING, CONTAINING 11.289 ACRES.



EAGLE ROCK

ENGINEERING

CIVIL • PLANNING • SURVEYING
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

OFFICES AT:

310 N 2nd East, Suite 153
Rexburg, Idaho 83440

Fremont Ave.
Idaho Falls, Idaho 83402

SURVEYED BY:	ADAM SNARR
DRAWN BY:	ANGIE VALDEZ
APPROVED BY:	KURT ROLAND
PROJECT NO.	16161
SCALE:	1"=60'
DATE:	OCTOBER 3, 2017
REVISION:	
CAD NAME:	SILVERLEAF DIV 2 DWG

SILVERLEAF ESTATES

DIVISION No. 2

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
A PARCEL IN THE N ½ OF SECTION 15, T.2N., R.37E., B.M.
SHEET 2 OF 2

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 SIGNATURES THIS _____ DAY OF _____, 201__.

GREG HANSEN, VICE PRESIDENT, TREASURER
ROCKWELL HOMES, INC.

J. PAUL JOHNSON, PRESIDENT
ROCKWELL HOMES, INC.

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 .

DATE: _____

BONNEVILLE COUNTY TREASURER

ACKNOWLEDGMENT

STATE OF _____)
 :SS.
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20___, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GREG HANSEN, KNOWN OR IDENTIFIED TO ME TO BE THE VICE PRESIDENT, TREASURER OF ROCKWELL HOMES, INC. AND THE OFFICER WHO SUBSCRIBED SAID CORPORATION'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO EXECUTE THE SAME FOR AND ON BEHALF OF SAID CORPORATION.

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.

NOTARY PUBLIC FOR THE STATE OF _____
RESIDING AT: _____
COMMISSION EXPIRATION DATE: _____

ACKNOWLEDGMENT

STATE OF _____)
 :SS.
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20___, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED J. PAUL JOHNSON, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF ROCKWELL HOMES, INC. AND THE OFFICER WHO SUBSCRIBED SAID CORPORATION'S NAME TO THE FOREGOING OWNER'S DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO EXECUTE THE SAME FOR AND ON BEHALF OF SAID CORPORATION.

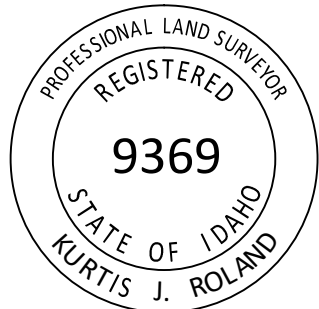
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF _____
RESIDING AT: _____
COMMISSION EXPIRATION DATE: _____

SURVEYOR'S CERTIFICATE

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

CERTIFICATE NO. 9369



HEALTH DEPARTMENT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY(DEQ)APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE RE IMPOSED, IN ACCORDANCE WITH SECTION 50-1326,IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWE D.

DATE: _____

HEALTH DISTRICT SIGNATURE

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED ROCKWELL HOMES, INC. AN IDAHO CORPORATION 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 SILVERLEAF ESTATES DIVISION No. 2, AN 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 HEREBY WARRANTS 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 IT 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 SET ITS SIGNATURES THIS _____ DAY OF _____, 201__.

GREG HANSEN, VICE PRESIDENT, TREASURER
ROCKWELL HOMES, INC.

J. PAUL JOHNSON, PRESIDENT
ROCKWELL HOMES, INC.

CITY ACCEPTANCE

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

MAYOR

CITY ENGINEER

CITY CLERK

CITY SURVEYOR

IRRIGATION WATER RIGHTS DISCLOSURE

NOTICE IS HEREBY GIVEN THAT ALL LOTS OR PROPERTY INCLUDED IN THIS PLAT ARE WITHIN THE NEW SWEDEN IRRIGATION DISTRICT AND THAT THE WATER DELIVERY SYSTEM OF THE CITY OF IDAHO FALLS, IDAHO CONSTITUTES A SUITABLE WATER DELIVERY SYSTEM FOR SUCH LOTS AND PROPERTY. THE SYSTEM INSTALLED SHALL BE APPROVED BY THE CITY IN COMPLIANCE WITH I.C. §31-3805. ALL PROPERTY WITHIN THE PLAT, INCLUDING STREETS AND INDIVIDUAL LOTS, WILL REMAIN SUBJECT TO ASSESSMENTS LEVIED BY THE IRRIGATION DISTRICT. THE CITY SHALL PAY ALL ASSESSMENTS FOR THE PROPERTY IN THIS PLAT TO THE IRRIGATION DISTRICT UNLESS THE CITY FILES A PETITION REQUESTING EXCLUSION FROM THE DISTRICT, WHICH THE CITY RESERVES THE RIGHT TO DO AT ANY FUTURE DATE. ALL RIGHTS TO VOTE IN DISTRICT MATTERS ARE TRANSFERRED TO THE CITY AND NONE SHALL BE RETAINED BY OWNERS OF ANY LOTS OR PROPERTY WITHIN THIS PLAT.

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.

DATE: _____

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

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT SILVERLEAF ESTATES DIVISION NO. 2, 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



EAGLE ROCK
ENGINEERING
CIVIL ◦ PLANNING ◦ SURVEYING
IDAHO FALLS (208) 542-2665 REXBURG (208) 359-2665

OFFICES AT: 310 N 2nd East, Suite 153 Rexburg, Idaho 83440 Fremont Ave. Idaho Falls, Idaho 83402	SURVEYED BY:	ADAM SNARR
	DRAWN BY:	ANGIE VALDEZ
	APPROVED BY:	KURT ROLAND
	PROJECT NO.	16161
	SCALE:	NA
	DATE:	OCTOBER 3, 2017
	REVISION:	
	CAD NAME:	SILVERLEAF DIV 2 DWG

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
Final Plat
Silverleaf Estates, Division No. 2
December 5, 2017



Community
Development
Services

Applicant: Eagle Rock Engineering

Location: Generally south of W 17th N, west of N 26th W, north of W Broadway and east of N 35th W.

Size: Approx. 11.289 acres

Lots: 31

Buildable Lots: 28

Net Density: 2.39

Avg. Lot Size: 13,542 sq ft

Existing Zoning:

Site: R-1

North: R-1

South: R-1

East: R-1

West: County A-1

Existing Land Uses:

Site: Agricultural

North: Agricultural

South: Agricultural

East: Residential

West: Agricultural

Future Land Use Map:

Lower Density

Attachments:

1. Subdivision Information
2. Maps and Aerial photos
3. Aerial with Preliminary Plat

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

Staff Comments: This subdivision is located on the western edge of the municipal boundary. A preliminary plat was approved for this development in August of 2016. The preliminary plat included 5 phases. This area is being platted as the second phase and is consistent with the approved preliminary plat.

The plat includes 28 single dwelling unit lots. The property is zoned R-1. Lot 1A will be combined with Lot 1, Block 6 from the previous Division in order to meet minimum requirements of the zone. All other lots meet minimum requirements for development within the R-1 Zone. Access to this plat will come from the previous phase with the main access being an extension of Simon Street, a residential collector.

Staff Recommendation: Staff has reviewed the final plan and finds it complies with the subdivision ordinance and the approved preliminary plat. 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.	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.	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 150ft 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.	Simon Street, Residential Collector

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)

Low density residential is development at densities of seven dwelling units or less per net acre. Most of the lands within the future land use map are designated low density residential. This reflects the existing pattern of development of Idaho Falls. Until the market dictates such lands are to be developed and annexed to the City, the goal is the land will be used for agricultural purposes, its historic land use.

Zoning Information:

10-3-10 R-1 RESIDENCE ZONE

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

(B) Use Requirements. The following uses shall be permitted in the R-1 Zone:

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

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

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

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

Single-family attached dwellings shall have no side yard setback requirement at the property line separating the attached or party wall or walls; however, all accessory buildings shall comply with the setback requirements set forth above. (3) Rear Yards. For main buildings there shall be a rear yard of not less than twenty-five feet (25') on both interior and corner lots. For accessory buildings, no rear yard shall be required, except where an alley is located at the rear of a lot, in which case a three foot (3') rear yard is required.

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

(G) Size of Building. No requirement.

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

(I) See Supplementary Regulations.

December 5, 2017

7:00 p.m.

Planning Department

Council Chambers

MEMBERS PRESENT: Commissioners George Swaney, Joanne Denney, Brent Dixon, Darren Josephson, Margaret Wimborne, Gene Hicks.

MEMBERS ABSENT: Julie Foster, George Morrison, Arnold Cantu, Natalie Black, Lindsey Romankiw.

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

CALL TO ORDER: Brent Dixon called the meeting to order at 7:00 p.m. and reviewed the public hearing procedure.

CHANGES TO AGENDA: None.

Minutes: Swaney moved to approve the minutes for November 14, 2017, Josephson seconded the motion and it passed.

Business:

1. PLAT 17-026: FINAL PLAT. SILVERLEAF ESTATES DIVISION 2. Beutler presented the staff report, a part of the record.

Applicant: Kurt Rowland, Eagle Rock Engineering, 1331 Freemont Ave., Idaho Falls, ID. Rowland indicated that there are 2 accesses in division 1 for emergency. Rowland stated that the subdivision was finished early summer and every lot has been built on, and that is why they are moving on to Division 2 and Division 3 will be coming before the Commission shortly.

Dixon inquired, and Rowland confirmed that the stub to the west ends at the canal.

Wimborne moved to recommend to the Mayor and City Council approval of the Final Plat for Silverleaf Estates Division 2, Hicks seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT SILVERLEAF ESTATES DIVISION NO. 2 LOCATED GENERALLY SOUTH OF WEST 17TH NORTH, WEST OF NORTH 26TH WEST, NORTH OF WEST BROADWAY AND EAST OF NORTH 35TH WEST

WHEREAS, the applicant filed an application for a final plat on November 6, 2017; and

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

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on February 8, 2018; 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 11.289 acre parcel located generally south of W 17th N, west of N 26th W, north of W Broadway and east of N 35th W.
3. The subdivision includes 31 total lots, 28 of which are buildable.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R-1 Zone.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Silverleaf Estates Division No. 2 as presented.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2018

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: February 2, 2018


RE: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing on the River Division No. 12, 1st Amended

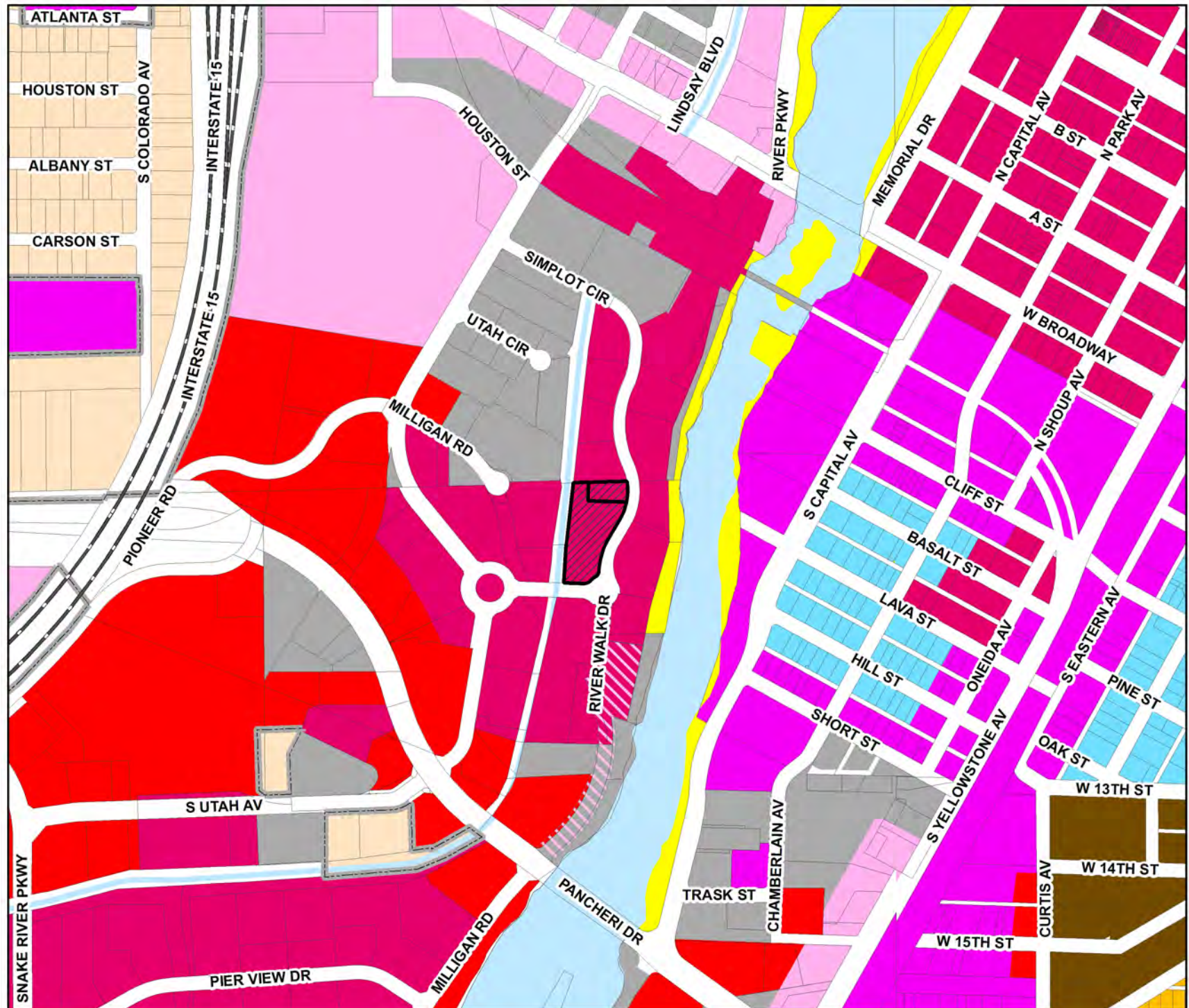
Attached is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing on the River Division No. 12, 1st Amended. The Planning and Zoning Commission considered this application at its December 5, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

- Vicinity Map
- Aerial Photo
- Final Plat
- Staff Report, December 5, 2017
- P&Z Minutes, December 5, 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





CENTER OF SECTION 24
1½" STEEL PIPE PER
C.P.&F. INST. NO. 1409282

BASIS OF BEARING
CITY OF IDAHO FALLS
2004 CONTROL

N88°29'34"E 1291.97'

CENTER OF SECTION 24
1½" STEEL PIPE PER
C.P.&F. INST. NO. 1409282

¾" MON.
WITH CAP
MARKED
PLS 8795

LOT 2
0.719 ACRES

P.U.E. AND
PUBLIC ACCESS
EASEMENT
11.99'

LOT 7
1.025 ACRES

LOT 7
13,435.60 SQ. FT.
0.308 ACRES

LOT 6
0.617 ACRES

LOT 5
1.214 ACRES

PORTER CANAL

BLOCK 8

N10°46'35"E
26.07'

P.U.E. PER
INSTRUMENT NO.
1089863 DATED
9/24/02

LOT 6
64,590.02 SQ. FT.
1.483 ACRES

6' P.U.E. AND
SIDEWALK
EASEMENT

N03°28'25"E
157.37'

15' P.U.E.
AND SIDEWALK
EASEMENT

N87°58'42"W
83.55'

N87°58'42"W
11.81'

S66°58'27"W
25.24'

DETAIL A

RIVERWALK DRIVE
PUBLIC R.O.W.
PREVIOUSLY DEDICATED

DETAIL A
N.T.S.

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Final Plat

First Amended Plat, Taylor Crossing "On the River", Division No. 12
December 5, 2017



Community
Development
Services

Applicant: Connect
Engineering

Location: Generally south of
W Broadway, west of the
Snake River, north of
Pancheri Dr., and east of S
Utah Ave

Size: Approx. 1.791 acres

Lots: 2

Existing Zoning:

Site: CC-1

North: CC-1

South: CC-1

East: CC-1

West: CC-1

Existing Land Uses:

Site: Vacant/Undeveloped
/Commercial

North: Vacant/Undeveloped

South: Commercial

East: Vacant/Undeveloped

West: Commercial

Future Land Use Map:

Greenbelt Mixed Use

Attachments:

1. Subdivision Information
2. Maps and Aerial photos

Requested Action: To **recommend** to the Mayor and City Council approval of the final plat for the first amended plat of Taylor Crossing "On the River" Division No. 12.

Staff Comments: This area was replatted in April of 2016. The applicant now wished to replat, what was platted as a single lot (Lot 1) in 2016, into two lots. The plat includes approximately 1.791 acres. The subdivision includes two commercial lots. Lot 6 includes an existing commercial building and associated parking. Lot 7 has also been developed as an extension of the parking lot. The intent of the replat is to address ownership boundaries. This area is bound by the Porter Canal on the west and Riverwalk Drive on the east. The lots will have frontage onto River Walk Drive.

The property is zoned CC-1, which does not require minimum area, frontage or size requirements for commercial development. All of the lots area of sufficient size to accommodate commercial development and comply with the Subdivision Regulations.

Staff Recommendation: Staff has reviewed the final plat and finds it complies with the subdivision ordinance and the approved preliminary plat. 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.	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.	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.	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.	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 150ft 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

Comprehensive Plan Policies:

Regional commercial centers should be located approximately at or within one-half mile from major state thoroughfares and be served by existing arterial streets. Convenient access and

visual exposure are important to the success of regional commercial centers. Utilizing existing state highways and arterial streets with excess capacity will reduce future public costs.

Encourage the development of niches along Snake River and in the central portion of Idaho Falls.

Assure the uses adjacent to the Greenbelt are compatible with the Greenbelt development.

Zoning Information:

10-3-15 - CC-1 CENTRAL COMMERCIAL ZONE

(A) Objectives and Characteristics of Zone. The objectives in establishing the CC-1 Central Commercial Zone is to create and maintain a dominant shopping and financial center of the City and surrounding territory. For this reason the Zone has been located in the central part of the City where the street pattern makes the business buildings readily accessible to all parts of the City and surrounding region, and where business and shopping activities can be carried on with maximum convenience. The CC-1 Central Commercial Zone is characterized by clean, well-lighted streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Attractive, inviting, and well maintained shops, stores, offices and other buildings are also characteristic of this Zone. On the other hand, uses which tend to create business "dead spots," cause undue scattering of business, and generally tend to thwart the use of the land for its primary purpose, have been excluded from this Zone. In order to accomplish the objectives and purposes of this Zoning Code and to promote the characteristics of this zone, the following regulations shall apply in the CC-1 Zone:

(B) Use Regulations. The following uses shall be permitted in the CC-1 Zone: Uses in RSC-1 (1) Air Conditioning Service Establishments (2) Amusement Enterprises (Penny Arcades, Carousels, Swimming Pools, Dance Halls) Auction Houses (3) Antique Shops (4) Apartment Houses (5) Appliance Shops (6) Assembly of Appliances from previously prepared parts (7) Auto Body and Fender Shops (8) Auto Painting (9) Automobile Sales lots (10) Automobile Supply Shops (11) Bakeries (wholesale & Retail) (12) Beer Parlors, Taverns, and Cocktail Lounges (13) Boat Sales and Repair (14) Broadcasting Studios (15) Building Supply Stores except material sales yards and accessory storage buildings (16) Canvas Products Sales and Fabrication (onsite sale only) (17) Catering Services (food) (18) Clubs and Fraternal Societies (19) Engraving, Printing (20) Furniture Stores (21) Garages - Commercial, but not including the storage of wrecked or dismantled automobiles (22) Glass Cutting and Installation (23) Hotels, Motels (24) Laundries (25) Manufacturing and assembling of material accomplished with building (26) Offices and Office Buildings (27) One (1), Two (2), Three (3) Family Dwellings when located above the ground floor (28) Parking Lots and Structures (29) Pawn Shops (30) Plumbing and Carpenter and, similar craft shops Public and Utilities Buildings and Facilities and (31) Structures (32) Service Stations (33) Signs as permitted by sign code (34) Taxi Stands, Bus Depots, Heliport & Passenger Railroad Stations (35) Upholstery Stores and Repair Shops (36) Wholesale with Stock on Premises, excluding storage warehouse (37) Other Similar Uses as Ruled by City Council

(C) Area, Frontage, Location, Height, and Size Requirements. There shall be no area, frontage, location, height, and size requirements for commercial buildings and structures constructed in accordance with the Building Code, except for gasoline pumps and area needed to comply with off-street parking requirements. For apartment houses, court apartments, and other multiple dwellings,

area, frontage, location, height and size requirements shall be the same as for dwellings in the R-3 Zone, except that no requirements shall apply to dwellings located above the ground floor when said ground floor is devoted exclusively to a commercial use permitted in the zone.

(D) Special Provisions. (1) All off-street parking spaces shall be hard surfaces. (2) All merchandise, equipment, and other materials (except for seasonal items on a temporary basis such as nursery stock and except for vehicles in running order) shall be stored within an enclosed building or within a sight obscuring enclosure. (3) No dust, odor, smoke, vibrations, glare or noise shall be emitted which is discernible beyond the premises, except from normal movement of automobile traffic.

(E) See Supplementary Regulations to Zones.

2. PLAT 17-027: FINAL PLAT. TAYLOR CROSSING DIVISION 12. FIRST AMENDED.

Beutler presented the staff report, a part of the record. Dixon asked about, the building in the corner of the smaller lot on the aerial. Beutler indicated that it was a shed and it has been removed. Beutler indicated that there is an error in his staff recommendation and clarified that the recommendation is “*approval of the amended final plat*” as it meets the subdivision and zoning standards/designations.

Wimborne asked how close Springhill Suites is to this site. Beutler indicated that Springhill Suite is on the northern end, next to the Residence Inn. Wimborne clarified that the parcel to the north is undeveloped.

Dixon asked if the lots to the east are landscaped lots. Beutler indicated that everything to the east is developable lots.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark Dr., Idaho Falls, Idaho.

Jolley clarified that there is a sewer line that runs across the property that ties into the sewer line in Riverwalk Drive. Jolley stated that the reason behind the plat is to affix property to the ownership lines that exist. Jolley stated that there is a pathway easement that runs east west on a previous plat for connection to the pathway along the River.

Swaney moved to recommend to the Mayor and City Council approval of the Final Plat for Taylor Crossing Division 12, 1st Amended, Denney seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF FIRST AMENDED PLAT, TAYLOR CROSSING “ON THE RIVER”, DIVISION NO. 12 LOCATED GENERALLY SOUTH OF W BROADWAY, WEST OF THE SNAKE RIVER, NORTH OF PANCHERI DR., AND EAST OF S UTAH AVENUE

WHEREAS, the applicant filed an application for a final plat on November 9, 2017; and

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

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on February 8, 2018; 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 1.791 acre parcel located generally south of W Broadway, west of the Snake River, north of Pancheri Dr., and east of S Utah Ave
3. The subdivision includes 2 commercial lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the CC-1 Zone.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of First Amended Plat, Taylor Crossing “On the River”, Division No. 12.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2018

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Mayor and City Council

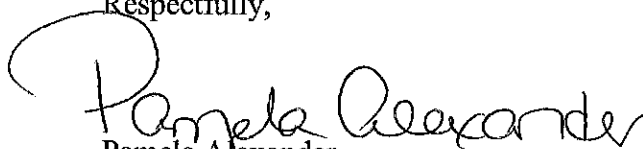
FROM: Municipal Services Department

DATE: February 1, 2018

RE: Amend City Code, Title 1, Chapter 15, Section 7, Public Records Custodian

Municipal Services requests City Council authorization to amend Title 1, Chapter 15, Section 7 to designate the City Clerk as the custodian of City public records for purposes of Idaho Code Title 74, Chapter 1 (Idaho Public Records Act). This designation will provide the assignment of a transparent and organized process for the responsibility and oversight for compliance with the requirements of the Idaho Public Records law.

Respectfully,


Pamela Alexander
Municipal Services Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, ADDING TITLE 1, CHAPTER 15 SECTION 7 TO DESIGNATE THE CITY CLERK AS THE CUSTODIAN OF CITY PUBLIC RECORDS FOR PURPOSES OF THE IDAHO PUBLIC RECORDS ACT; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, it is important to the City that public records are available for inspection and copying in accordance with the Idaho Public Records Act (Idaho Code Title 74, Chapter 1); and

WHEREAS, the Mayor and Council desire to promote and sustain transparency in City government and to provide access to information that supports and demonstrates such transparency; and

WHEREAS, the Council believes that responses to requests for public records should, where possible, be consistent, predictable, and should foster confidence in the public records request process prescribed by the Public Records Act; and

WHEREAS, the Council prefers that there should be one (1) person who has the ultimate responsibility and oversight for compliance with the requirements of the Idaho Public Records law and that such person should be designated the official custodian of City public records (as the term "custodian" is defined in Title 74, Chapter 1, of the Idaho Code (the Idaho Public Records Act)); and

WHEREAS, the City Clerk is an appointive officer of the City, whose primary statutory and assigned duties involve the control and organization of information essential to the running of good municipal government; and

WHEREAS, the Clerk participates regularly in training regarding the Idaho Public Records Act; and

WHEREAS, the Clerk's duties include allowing public access to Council minutes, Council agendas, and other City information and records; directing the recording of City records and documents; and developing and maintaining policies and procedures for City-wide records management; and

WHEREAS, the Council believes that the most qualified and most appropriate person within the City to be designated the custodian of public records for the City is the City Clerk.

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

SECTION 1. Title 1, Chapter 15, Section 7 of the City Code of the City of Idaho Falls, Idaho, is hereby added as follows:

1-15-7: The City Clerk is hereby designated as the custodian of City public records for purposes of Idaho Code Title 74, Chapter 1 (Idaho Public Records Act).

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 February, 2018.

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,
ADDING TITLE 1, CHAPTER 15 SECTION 7 TO DESIGNATE THE CITY
CLERK AS THE CUSTODIAN OF CITY PUBLIC RECORDS FOR PURPOSES
OF THE IDAHO PUBLIC RECORDS ACT; PROVIDING SEVERABILITY,
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING
EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

TO: Honorable Mayor & City Council

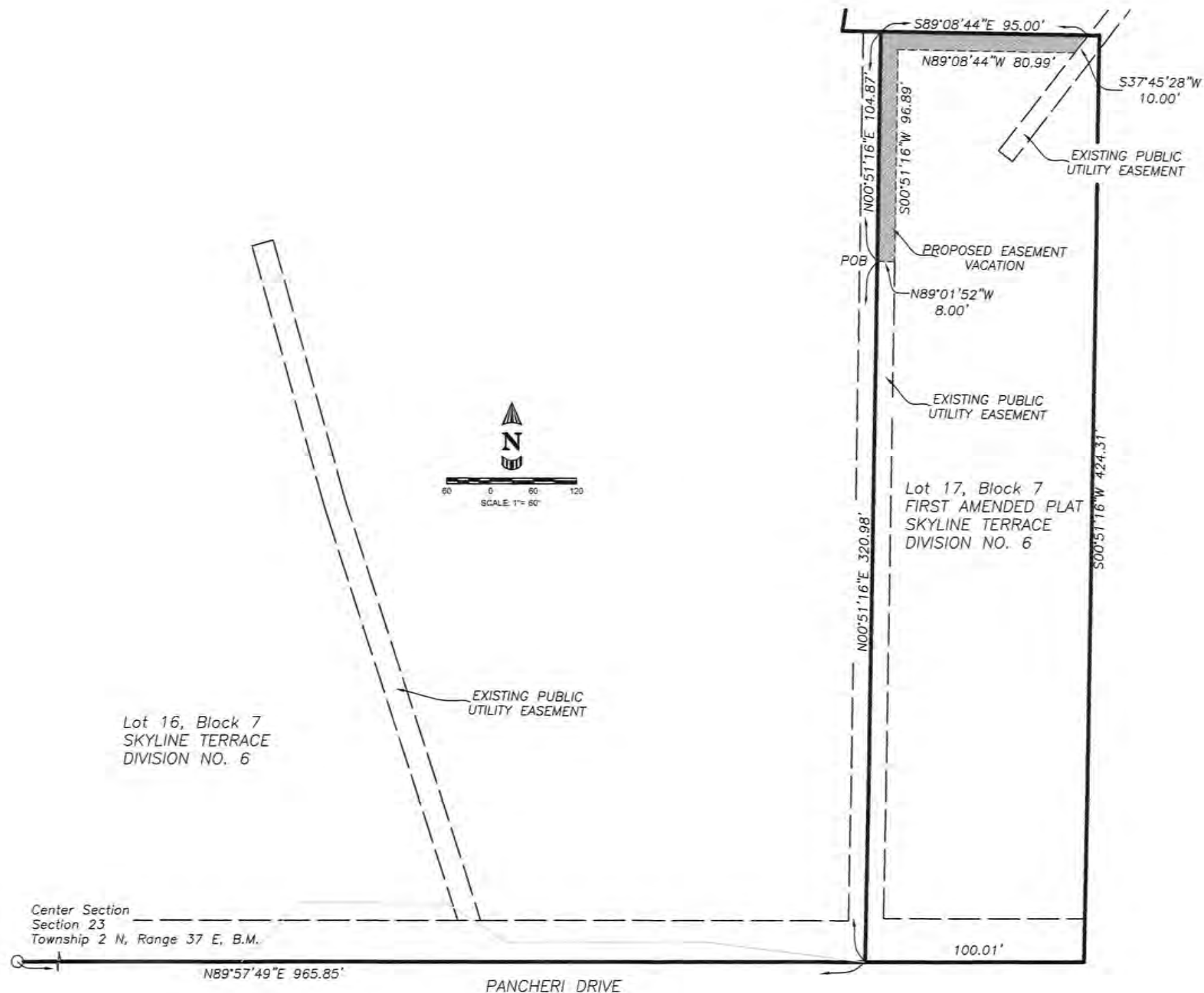
FROM: Chris H Fredericksen, Public Works Director

DATE: February 5, 2018

RE: Easement Vacation Request – School District 91

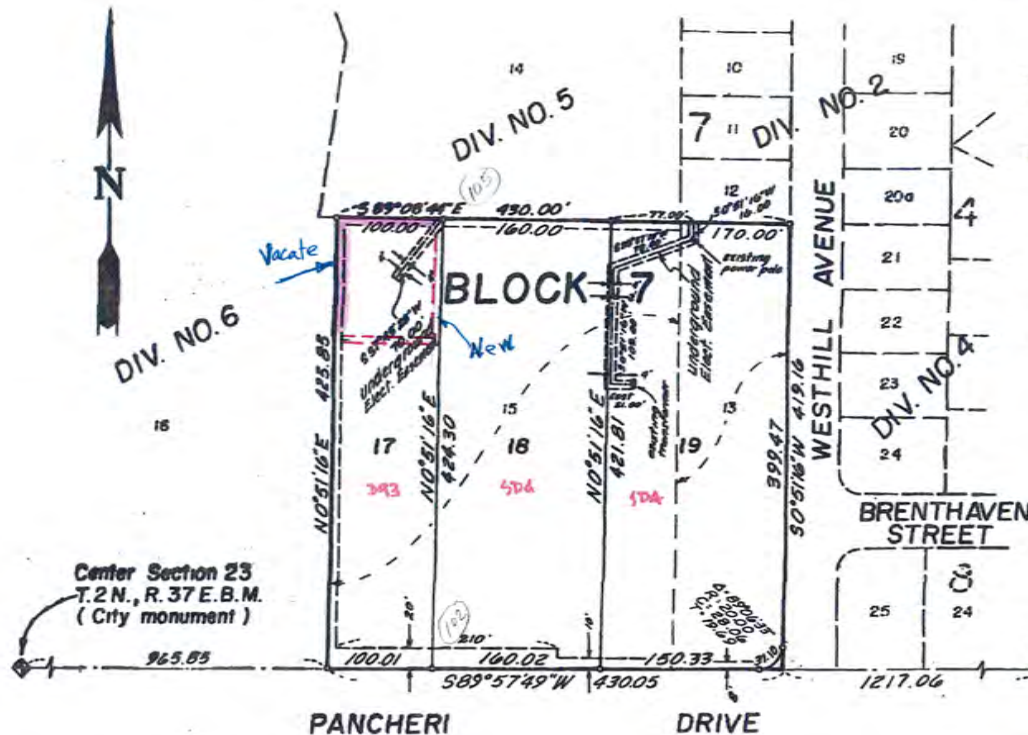
School District 91 has requested the vacation of an easement to accommodate a proposed building remodel to their bussing facilities adjacent Eagle Rock Middle School.

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



BENTON ENGINEERING - CONSULTING ENGINEERS
IDAHO FALLS, IDAHO

SCALE: 1" = 100'



CITY COUNCIL APPROVAL & ACCEPTANCE

Presented to the Idaho Falls, City Council this 4th day of FEB., A.D. 1982, at which time this Subdivision was approved and accepted

Cal L... City Engineer William Chandler Thomas Campbell City Clerk ... Mayor

HEALTH CERTIFICATE

Sanitary restrictions are removed under Title 50, Chapter 13, Idaho Code.

Date: 5-12-81

Jeffrey A. Bergman
Director of Health Department

SURVEYOR'S APPROVAL

I, certify that I have examined this plat and find it to be correct and acceptable as required by Section 50-1305 of the Idaho Code.

Date: 6-9-81 Registered Land Surveyor Cert. No. 973

NOTES:

A 10' easement is reserved along the street frontage of all lots.

- o designates 1/2" X 24" iron rod
- utility easements are 8' thru each lot unless otherwise shown.

E1/4 cor. Section 23
T.2N., R.37E.B.M.
(City monument)

(S.D.A.) ACKNOWLEDGMENT

State of Idaho }
County of Ada } S.S.

Personally appeared before me Lillian Ramsay
Reuben Beck, personally known to me to be the authorized agents of the Southern Idaho Corporation of Seventh-Day Adventists, who acknowledged to me that they signed the above Deed of Dedication and duly acknowledged to me that they executed the same for the purpose therein mentioned.
Dated at Boise, Id this 19th day of March A.D. 1981.

Evelyn G. Waller
Notary Public in and
for the State of Idaho

7-31-85
My commission expires

corner of Lot 13, Block 7 c
to the City of Idaho Falls,
419.16 feet along the East
line of Pancheri Drive; the
to the point of beginning.

DEED OF

BE IT KNOWN THAT: We the
we are the legal owners of
and have caused the same to
and streets to be known as
No's. 4 and 6 Skyline Terr
Bonnevill County, Idaho ar
dedicate to the public for
alleys, and easements show
on the accompanying map.
IN WITNESS WHEREOF, we have
1st day of 81

Corporation of th
The Church of Jesus C

a Utah co

BY: ...

AUTHORIZED

Southern Id

Seventh-c

an Idaho

BY: Lillian Ramsay

(L.D.S.) AC

State of Utah }
County of Salt Lake } S.S.

On this 1 day of Feb.
me Fred A. Baker, pers
arized agent of the Corpor
The Church of Jesus Christ
edged to me that he signed
arized agent for the Corpo
The Church of Jesus Christ
seal impressed on the with
corporation, and the said
me that the said corporati

Lillian Ramsay
Notary Public in and
for the State of Utah

372 x
476 35

EXHIBIT



LEGAL DESCRIPTION

A parcel of land being part of Lot 17, Block 7 of the First Amended Plat of Skyline Terrace, Division No. 6, said parcel also being part of Section 23, Township 2 North, Range 37 East, Boise Meridian, Bonneville County, Idaho, more particularly described as follows;

Beginning at a point that lies N00°51'16"E 320.98 feet along the West line of said Lot 17, Block 7, from the Southwest corner of said Lot 17, Block 7, said point being the True Point of Beginning, thence continuing along said West line N00°51'16"E 104.87 feet to the Northwest corner of said Lot 17, Block 7, thence along the North line of said Lot 17, Block 7, S89°08'44"E 95.00 feet, thence leaving said North line S37°45'28"W 10.00 feet, thence N89°08'44"W 80.99 feet, thence S00°51'16"W 96.89 feet, thence N89°01'52"W 8.00 feet to the True Point of Beginning.

Submitted by:

Eng/Survey Firm Name: _____

Contact Name: _____

Phone Number: _____

Email: _____

PLS Seal:



Page ____ of ____



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

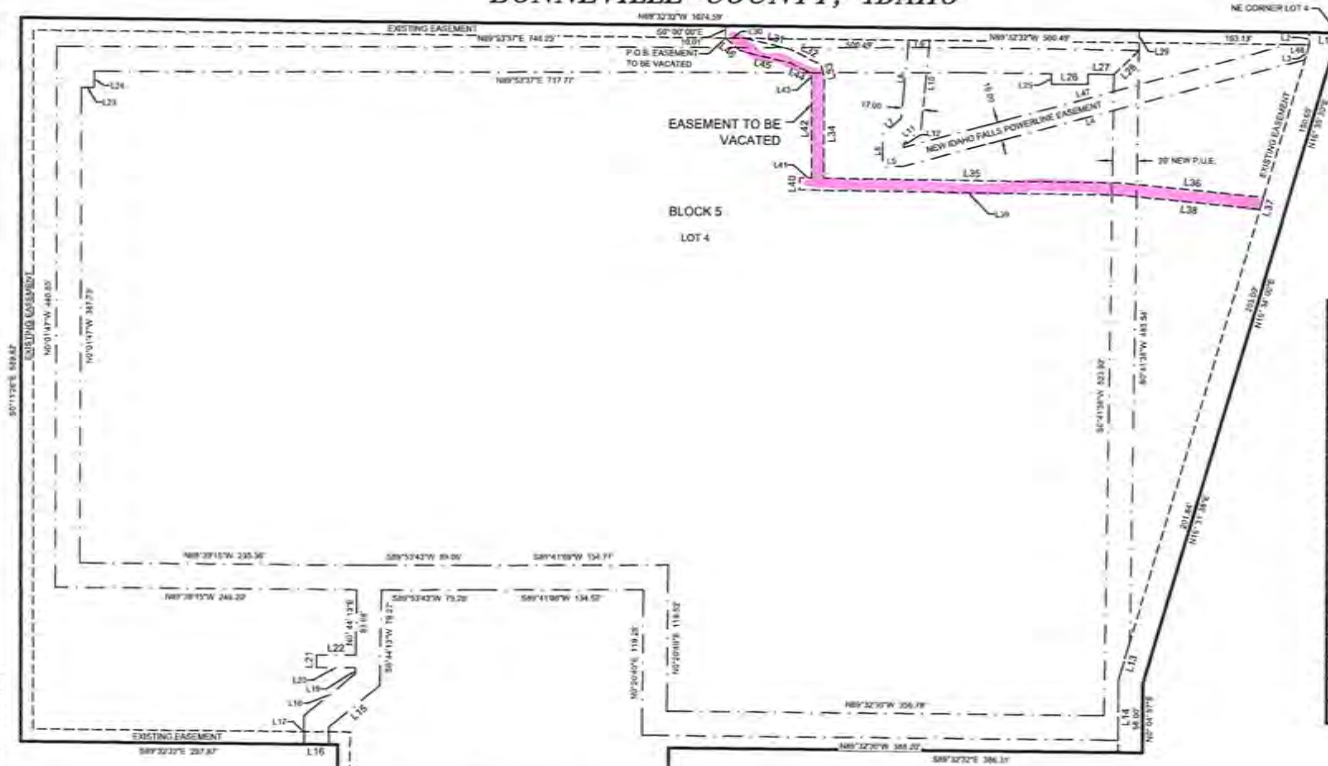
DATE: February 5, 2018

RE: Easement Vacation Request – Mountain View Hospital

The owners of Mountain View Hospital are remodeling the existing building and have requested the vacation of an existing easement to better accommodate the remodel.

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

**PART OF LOT 4, BLOCK 5, FIRST AMENDED PLAT OF CHANNING WAY ADDITION,
DIVISION NO. 5, AN ADDITION TO THE CITY OF IDAHO FALLS,
IN THE SE 1/4 SECTION 28, T. 2 N., R. 38 E.B.M.
BONNEVILLE COUNTY, IDAHO**



POWERLINE EASEMENT
TO BE VACATED

Line Table

Line #	Length	Direction
L30	15.55	S89° 32' 32"E
L31	39.38	S77° 07' 37"E
L32	27.02	S63° 44' 32"E
L33	11.29	S12° 12' 31"E
L34	81.64	S0° 06' 57"E
L35	241.68	S89° 13' 50"E
L36	117.84	S84° 31' 30"E
L37	5.33	S16° 34' 00"W
L38	115.45	N84° 31' 30"W
L39	261.05	N89° 13' 56"W
L40	10.06	N0° 48' 04"E
L41	9.79	S89° 13' 50"E
L42	80.42	N0° 05' 57"W
L43	5.40	N12° 12' 31"W
L44	19.27	N63° 44' 32"W
L45	41.82	N77° 07' 37"W
L46	15.23	N49° 30' 40"W

LEGAL DESCRIPTION

POWERLINE EASEMENT TO BE VACATED:

PART OF THE SE 1/4 OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 38 EAST, S.M., BONNEVILLE COUNTY,
IDAHO DESCRIBED AS:

AN EASEMENT FOR A POWERLINE DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 5, FIRST AMENDED PLAT OF CHANNING WAY ADDITION, DIVISION NO. 5, AN ADDITION TO THE CITY OF IDAHO FALLS, RECORDED AS INSTRUMENT NO. 100334; THENCE N 89° 32' 32" E 15.55 FEET TO THE POINT OF BEGINNING; THENCE S 77° 07' 37" E 39.38 FEET; THENCE S 63° 44' 32" E 27.02 FEET; THENCE S 12° 12' 31" E 11.29 FEET; THENCE S 0° 06' 57" E 81.64 FEET; THENCE S 89° 13' 50" E 241.68 FEET; THENCE S 84° 31' 30" E 117.84 FEET; THENCE S 16° 34' 00" W 5.33 FEET; THENCE N 84° 31' 30" W 115.45 FEET; THENCE N 89° 13' 56" W 261.05 FEET; THENCE N 0° 48' 04" E 10.06 FEET; THENCE S 89° 13' 50" E 9.79 FEET; THENCE N 0° 05' 57" W 80.42 FEET; THENCE N 12° 12' 31" W 5.40 FEET; THENCE N 63° 44' 32" W 19.27 FEET; THENCE N 77° 07' 37" W 41.82 FEET; THENCE N 49° 30' 40" W 15.23 FEET TO THE POINT OF BEGINNING.



Clint M. Jolley License No. 15571 Date

**LAND & DESIGN SURVEYING | MATERIALS TESTING
CIVIL & STRUCTURAL ENGINEERING | 3D GRADING**
BLANC.COM
905 S. Central Street • Idaho Falls, Idaho 83405 • Phone: 208.524.9374 • Fax: 208.524.9375
800 W. Jackson Street • Blackfoot, Idaho 83221 • Phone: 208.765.2977 • Fax: 208.765.2990
460 Lincoln Street • Arvick, Idaho 83211 • Phone: 208.726.5744 • Fax: 208.726.5767
© 2017 BLANC & ASSOCIATES, LLC

**VACATE POWERLINE EASEMENT
MOUNTAIN VIEW HOSPITAL**
SEC. 28, T. 2 N., R. 38 E.B.M.
BONNEVILLE COUNTY, IDAHO

SHEET NO. 1
OF 1
SHEETS

EXHIBIT A

LEGAL DESCRIPTION

All that portion of property granted to the City of Idaho Falls in the DEED OF EASEMENT filed with the Bonneville County Office of the Recorder as instrument number 1090675.

Submitted by:

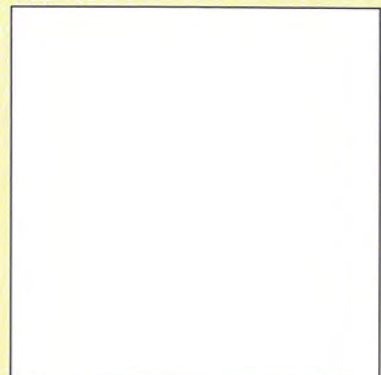
Eng/Survey Firm Name: _____

Contact Name: Clint Jolley

Phone Number: _____

Email: clintj@hleinc.com

PLS Seal:



Page 3 of 3

1090675

BONNEVILLE COUNTY RECORDER

DEED OF EASEMENT

1090675 OCT 3 '02 PM 1 47

THIS INDENTURE, made and entered into this 2 day of July, 2002, by and between HCPI/Idaho Falls, LLC, c/o Health Care Property Investors, as party of the first part, and the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, as party of the second part,

WITNESSETH:

That for and in consideration of the sum of One Dollar and other valuable considerations, and receipt whereof is hereby acknowledged, the party of the first part does hereby grant, sell, and convey unto the party of the second part a perpetual easement and right-of-way for the purposes of constructing, maintaining, and operating underground public utilities. The easement being 10 feet in width is described as follows:

Beginning at a point that is N.89°32'32"W. along the Lot line 484.89 feet and S.00°27'28"W. 10.00 feet from the Northeast corner of Lot 3, Block 5, Channing Way Addition, Division No. 5 to the City of Idaho Falls, Bonneville County, Idaho; said point being on the Southerly edge of an existing easement; running thence S.77°06'57"E. 39.41 feet; thence S.63°44'32"E. 27.02 feet; thence S.12°12'31"E. 11.29 feet; thence S.00°06'57"E. 81.64 feet; thence S.89°13'56"E. 241.68 feet; thence S.84°31'30"E. 117.84 feet to the Westerly edge of an existing easement; thence S.16°35'30"W. along said Westerly edge 4.86 feet; thence S.16°34'00"W. along said Westerly edge 5.33 feet; thence N.84°31'30"W. 115.46 feet; thence N.89°13'56"W. 261.05 feet; thence N.00°46'04"E. 10.00 feet; thence S.89°13'56"E. 9.79 feet; thence N.00°06'57"W. 80.42 feet; thence N.12°12'31"W. 5.40 feet; thence N.63°44'32"W. 19.27 feet; thence N.77°06'57"W. 41.62 feet; thence N.49°30'40"W. 15.23 feet to said Southerly edge of an existing easement; thence S.89°32'32"E. along said Southerly edge 15.55 feet to the POINT OF BEGINNING.

It is understood and agreed that first party may make any use of said premises which does not interfere with or injure the use thereof by second party for such purposes.

The party of the second part shall have full right of ingress and egress to said premises for the purpose of construction, maintenance, and repair of any improvements placed on the premises hereunder, and shall have the right to remove, cut, and trim any trees, brush or other obstructions on said premises which may injure or interfere with the second party's use thereof for such purposes.

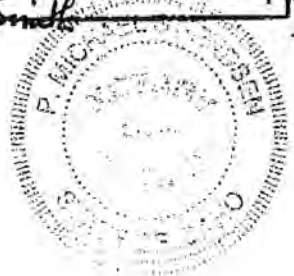
IN WITNESS WHEREOF, the party of the first part has hereunto set its seal and executed these presents, the day and year first above written.

INSTRUMENT NO.	1090675
DATE	10-3-02
INST. CODE	913
IMAGED PGS	1
FEE	Nil

STATE OF Idaho)
COUNTY OF Bonneville) ss.
I hereby certify that the within instrument was recorded.

HCPI/Idaho Falls, LLC
c/o Health Care Property Investors, Inc
Thomas J Zause
VP - Construction & Development

On this 2 day of October, 2002, before me, the undersigned, personally appeared Thomas J Zause County Clerk identified to me to be the VP of HCPI/Idaho Falls, LLC, c/o Health Care Property Investors, the limited liability company that executed the within instrument and acknowledged to me that such company executed the same.



Notary Public for the State of Idaho
Residing at Idaho Falls, Idaho
My commission expires on 01/19/05