



CITY COUNCIL MEETING
Thursday, April 12, 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 Office of the Mayor:

- 1) Appointments/Reappointments to City Boards, Committees and Commissions
 - Brandon Lee – Parks & Recreation Commission, New Appointment
 - Randy Elwood – Golf Advisory Board, New Appointment
 - Aaron McCracken – Shade Tree Committee, New Appointment
 - Dean Nielson – ADA Advisory Board, New Appointment
 - Stacey Barrett – ADA Advisory Board, New Appointment
 - Hailey Holland – ADA Advisory Board, New Appointment
 - Kalob Parsons – ADA Advisory Board, New Appointment
 - Kevin Pirnie – ADA Advisory Board, New Appointment
- 2) Official Proclamations from the preceding month

B. Items from Idaho Falls Power

- 1) Ratify Power Confirmation Agreements
- 2) BPA Customer Portal Agreement
- 3) Power Engineers Agreement
- 4) Purchase of Traffic Cabinets from Econolite

C. Items from Municipal Services:

- 1) Transfer of City Property Request to Roberts, Idaho Fire District

- 2) Bid IF-18-13, Replacement Sander Flusher Hooklift Truck for Public Works
- 3) Bid IF-18-14, Phase I Renovation for the Idaho Falls Civic Center for the Performing Arts
- 4) Bid IF-18-16, Idaho Falls Civic Center for the Performing Arts Theater Seating
- 5) IF-18-N, Self-Contained Breathing Apparatus (SCBA) Compressor Replacement for Fire Department

D. Items from Public Works:

- 1) Bid Award – 25th Street Improvements
- 2) Bid Award – Riverside Drive to Iona Street Pedestrian Connection
- 3) Bid Award – Sewer Rehabilitation – 2018 – Phase II

E. Items from the City Clerk:

- 1) Treasurer's Report for the month of February, 2018
- 2) Expenditure Summary for the month of March, 2018
- 3) Minutes from the March 19, 2018 Council Work Session; March 22, 2018 Council Meeting; and March 29, 2018 Special Meeting – Idaho Falls Power Board
- 4) 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. Idaho Falls Power

1) Asset Purchase Agreement with Rocky Mountain Power for Prestwich Estates: For consideration is the Asset Purchase Agreement between the City of Idaho Falls and Rocky Mountain Power related to the Prestwich Estates Subdivision. This transfer is being completed in accordance with the Service Allocation Agreement between the two entities as approved by the City Council on September 28, 2017. The portion of the buy out to be paid by the customers (\$31,598.06) will be collected through the consumptive use surcharge.

RECOMMENDED ACTION: To approve the Asset Purchase Agreement with Rocky Mountain Power for Prestwich Estates in the amount of \$92,713 and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Asset Purchase Agreement with Rocky Mountain Power for Jackson Hole Junction: For consideration is the Asset Purchase Agreement between the City of Idaho Falls and Rocky Mountain Power related to Jackson Hole Junction. This transfer is being completed in accordance with Service Allocation Agreement between the two entities as approved by the City Council on September 28, 2017. Jackson Hole Junction will be responsible for 50% of the transfer fee which will be collected in conjunction with the line extension fees for electric service extension into this development.

RECOMMENDED ACTION: To approve the Asset Purchase Agreement with Rocky Mountain Power for Jackson Hole Junction in the amount of \$77,892 and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. Public Works

1) Easement Vacation – Portion of Dedicated Easement located Southeast of Broadway/Old Butte Road Intersection: As earlier authorized, the City Attorney has prepared the document to vacate a portion of the public utility easement located southeast of Broadway/Old Butte Road Intersection.

RECOMMENDED ACTION: To approve the Ordinance vacating a portion of the public utility easement located southeast of Broadway/Old Butte Road intersection 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. Municipal Services

1) IF-18-O, Self-Contained Breathing Apparatus for Public Works Department for Water and Wastewater: It is the recommendation of the Municipal Services Department and Public Works to piggyback the Public Procurement Authority (PPA) bid to furnish nine (9) replacement self-contained breathing apparatus (SCBA) packs from Municipal Emergency Services for a total of \$74,334.80.

RECOMMENDED ACTION: To purchase the Self-Contained Breathing Apparatus equipment for Public Works in the amount of \$74,334.80 (or take other action deemed appropriate).

D. Parks and Recreation

1) Tautphaus Park Zoological Society Agreement: For consideration is the Tautphaus Park Zoological Society (TPZS) Agreement. The purpose of this agreement is to formally establish and memorialize the working relationship with the City of Idaho Falls and the TPZS, track fundraising and membership efforts, and continue the collaborative relationship between the Idaho Falls Zoo and TPZS. The TPZS Board of Directors unanimously approved this agreement at their board meeting held on Tuesday, March 13, 2018.

RECOMMENDED ACTION: To approve the Tautphaus Park Zoological Society Agreement and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Memorandum of Understanding – Heritage Park Earth Materials Donation from Jackson Hole Junction Commercial Center, LLC: For consideration is a Memorandum of Understanding (MOU) with Jackson Hole Junction Commercial Center (JHJCC) to accept the donation and hauling of topsoil and structural fill for the new Heritage Park site development.

RECOMMENDED ACTION: To approve the Memorandum of Understanding with Jackson Hole Junction Commercial Center, LLC and authorize the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

E. Human Resources

1) Approve Ordinance, Changes to City Code, and Changes to Personnel Manual: The Human Resources Department respectfully requests that the Council consider and vote on a proposed

ordinance and proposed changes to the City Code and Personnel Manual with respect to granting “for cause” status to non-probationary, sworn police officers.

RECOMMENDED ACTION: To approve the Ordinance amending Title 1, Chapter 8 and Title 3, Chapter 1, pertaining to a “Just Cause” standard 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).

F. Community Development Services

1) Request for Extension to Record a Final Plat – Carriagegate Division No. 6: For consideration is a request for an extension for the deadline to file a final plat for Carriagegate Division No. 6. The Subdivision Ordinance allows a plat to be recorded within 180 days of approval without an extension from the City Council. The plat was approved on August 10, 2017. The time to record expired on February 6, 2018. The reason for delay is due to the amount of time it has taken to finalize all of the required details.

RECOMMENDED ACTION: To approve the extension to record the final plat for Carriagegate Division No. 6 for a maximum extension of 30 days (or take other action deemed appropriate).

2) Request for Extension to Record a Final Plat – Linden Trails Division No. 2: For consideration is a request for an extension for the deadline to file a final plat for Linden Trails Division No. 2. The plat was approved on August 24, 2017. The time to record expired on February 20, 2018. The reason for delay is related to a delay resolving water rights issues associated with the property.

RECOMMENDED ACTION: To approve the extension to record the final plat for Linden Trails Division No. 2 for a maximum extension of 30 days (or take other action deemed appropriate).

3) Request for Extension to Record a Final Plat – Fairway Estates Division No. 21: For consideration is a request for an extension for the deadline to file a final plat for Fairway Estates Division No. 21. The plat was approved on August 24, 2017. The time to record expired on February 20, 2018. The reason for delay is the developer did not pay the Public Works inspection fees before the deadline.

RECOMMENDED ACTION: To approve the extension to record the final plat for Fairway Estates Division No. 21 for a maximum extension of 30 days (or take other action deemed appropriate).

4) Request for Extension to Record a Final Plat – Patriot Park: For consideration is a request for an extension for the deadline to file a final plat for Patriot Park. The plat was approved on April 27, 2017. The time to record expired on October 24, 2017. The reason for delay is the developer did not pay the Public Works inspection fees before the deadline.

RECOMMENDED ACTION: To approve the extension to record the final plat for Patriot Park for a maximum extension of 30 days (or take other action deemed appropriate).

5) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Brookside Division No. 5: For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Brookside Division No. 5. The Planning and Zoning Commission considered this item at its February 6, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Development Agreement for Brookside Division No. 5, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Brookside Division No. 5, 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 Brookside Division No. 5, and give authorization for the Mayor to execute the necessary documents.

6) Annexation and Initial Zoning of I&M-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 135.995 acres: For consideration is the application for Annexation and Initial Zoning of I&M-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 135.995 acres Section 35, T 2N, R 37E for the City's Sanitation Field. The Planning and Zoning Commission considered this item at its March 6, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Ordinance annexing M&B 135.995 acres Section 35, 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 (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for M&B 135.995 acres Section 35, T 2N, R 37E, and give authorization for the Mayor to execute the necessary documents.
- c. To assign a Comprehensive Plan Designation of Public Facility/Open Space and to approve the ordinance establishing the initial zoning for M&B 135.995 acres Section 35, T 2N, R 37E as I&M-1 Zone, under the suspension of the rules requiring three complete and separate readings and that it be ready by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance), that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning Office.
- d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning as I&M-1 for M&B 135.995 acres Section 35, T 2N, R 37E, and give authorization for the Mayor to execute the necessary documents.

7) Annexation and Initial Zoning of R1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 5.15 Acres of 5th West Right-of-Way: For consideration is the application for Annexation and Initial Zoning of R1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 5.15 Acres, NE 1/4 Section 12, T 1N, R 37E and NW 1/4 Section 7, T 1N, R 38E of 5th West Right-of-Way. The Planning

and Zoning Commission considered this item at its April 3, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. The reason for the fast turn-around on this item from Planning and Zoning to City Council is the construction of the roadway is currently underway and needs to be under the jurisdiction of the City so City standards will apply.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Ordinance annexing M&B 5.15 Acres, NE 1/4 Section 12, T 1N, R 37E and NW 1/4 Section 7, T 1N, R 38E of 5th West Right-of-Way, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for M&B 5.15 Acres, NE 1/4 Section 12, T 1N, R 37E and NW 1/4 Section 7, T 1N, R 38E of 5th West Right-of-Way, and give authorization for the Mayor to execute the necessary documents.
- c. To assign a Comprehensive Plan Designation of Low Density and to approve the ordinance establishing the initial zoning for M&B 5.15 Acres, NE 1/4 Section 12, T 1N, R 37E and NW 1/4 Section 7, T 1N, R 38E of 5th West Right-of-Way as R-1 Zone, under the suspension of the rules requiring three complete and separate readings and that it be ready by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance), that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning Office.
- d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning as R-1 Zone for M&B 5.15 Acres, NE 1/4 Section 12, T 1N, R 37E and NW 1/4 Section 7, T 1N, R 38E of 5th West Right-of-Way, and give authorization for the Mayor to execute the necessary documents.

8) Modification to City Codes Regarding Public Nuisances including Enforcement and Appeal Procedures: For consideration are modifications to the City's Litter and Weed, Sidewalk Maintenance and Construction, and Graffiti Abatement Codes. The changes have been part of an effort to have a more standardized process for notification of a violation, enforcement of the ordinances, and to establish an appeals process.

RECOMMENDED ACTION: To approve the Ordinance amending Title 5, Chapter 8, regarding public nuisances 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).

9) Public Hearing – Adoption of New Zoning Ordinance and New Zoning Map, and Adjustments to City Code: For the past two years Planning Division staff, in partnership with Kushlan Associates, the Planning and Zoning Commission, and a steering committee has been working on comprehensive changes to the City's Zoning Ordinance. These changes are intended to more fully implement the City's comprehensive plan and generally modernize zoning regulations. The proposed changes have been presented through several means of public outreach. Some adjustments have been made based on feedback received through this public outreach. The changes to the Zoning Ordinance have

required significant rezoning of properties throughout the City. These changes were also shown in the public outreach events. The Planning and Zoning Commission considered the ordinance and map at its March 6, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Ordinance rescinding City Code Title 10, Chapter 3 and adopting a Comprehensive Zoning Code by the addition of Title 11 to City Code, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- b. To approve the Ordinance creating new official zoning maps under the suspension of the rules requiring three complete and separate readings and that it be ready 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).

10) Modification of Sign, Subdivision, and Road and Bridge Code Changes to Reflect Changes to the Zoning Ordinance: A major change to the City's Zoning Ordinance is the removal and renaming of existing zones. Because other City Codes refer to these zones, the references to such zones need to be removed or modified to reflect the new Zoning Ordinance. For consideration are modifications to the City's Sign, Subdivision, and Road and Bridge Codes which make these necessary changes. The changes will not affect the function of the codes and do not reflect any material changes to the requirements.

RECOMMENDED ACTION: To approve the Ordinance amending Titles 7 and 10 modifying the established comprehensive zoning names and abbreviations under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

6. **Motion to Adjourn.**

CONSENT

AGENDA:



MEMORANDUM

TO: City Council

FROM: Rebecca Casper

DATE: April 5, 2018

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

Attached please find communication from Parks & Recreation Director, Greg Weitzel, regarding the citizen volunteers I am appointing to serve on the following City of Idaho Falls Boards, Committees and Commissions.

Name	Commission (City code citation)	Sponsoring Department	Term Expires	Status
Brandon Lee	Parks & Recreation Commission	Parks & Recreation	12/31/20	New Appointment
Randy Elwood	Golf Advisory Board	Parks & Recreation	12/31/20	New Appointment
Aaron McCracken	Shade Tree Committee	Parks & Recreation	12/31/20	New Appointment

These applicants have been screened and subsequently recommended by Director Weitzel. I too have reviewed the applications and met with both candidates individually. We are confident these appointees meet the criteria set forth in the city code. They will make a positive contribution to the good work of the city.

I request your confirming vote to ratify these appointments at the regular Council Meeting on Thursday evening April 12, 2018

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

IDAHO FALLS
PARKS & REC

MEMORANDUM

TO: Honorable Mayor Rebecca Casper

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

DATE: April 5, 2018

RE: PARKS AND RECREATION COMMISSION APPOINTMENT RECOMENDATION

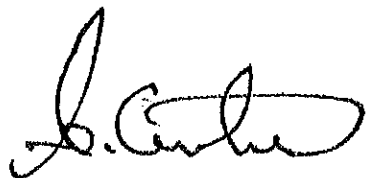
Mayor:

The Parks and Recreation Department respectfully submits the following names for your preliminary review for consideration for initial appointments to the following:

Parks and Recreation Commission	Brandon Lee	At Large Open Seat
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All commission seats are a three (3) year term and would expire December 2020. This seat was vacated by Jill Kirkham whose commission expired 12/31/2017.

Respectfully,



Greg A Weitzel
Department of Parks and Recreation



yes

City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

Thank you for your willingness to serve our community. Complete this form and attach a résumé prior to submitting. If you wish, you may also submit a cover letter explaining your interest in city service. Your application will be kept on file. When there is an opening on a relevant board, committee or commission, your application will be reviewed. Return the completed form to the Mayor's Office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or electronically at mayor@idahofallsidaho.gov.

Name:	Brandon Lee		
Mailing Address:	120 Stonehedge Court		
City, State, Zip:	Idaho Falls, ID 83404		
Email Address:	bandnetlee@gmail.com		
Daytime Phone:	208-407-9283	<input checked="" type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
Evening Phone:		<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Cell Phone:		<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
I am an Idaho Falls Resident: <input checked="" type="checkbox"/> I am a current or former employee of the city: <input type="checkbox"/>			
I have a family member or person in my household who works for the city: <input type="checkbox"/>			

What is your motivation for service on this/these committee(s)?

We live in a great community and I have strong interest in our parks and recreation department. I think it is important to give back and do what is within our power to make our community even better. I have four kids who are active, love the outdoors and participating in many activities. I want to show them the importance of being involved actively in their community, not just talking about it.

How does your background training and experience lend itself to service on this/these committee(s)?

I have been president of Bonneville Youth Soccer League for the past few years and on the board of other soccer clubs when I lived in Minnesota and Virginia. Having grown up here but lived away for 20 years, I recognize the needs we have here and I've seen how other communities have addressed similar needs.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

I have my MBA from Darden Graduate School and I have been in the real estate development industry for the past decade spending the last two years specifically focused on health club development. Thus I have an extensive knowledge of real estate development and construction management.

FOR OFFICE USE ONLY:	
Date received by Mayor's Office:	Date appointed:
City Departments(s) application forwarded to:	Board, Committee or Commission appointed to:

BRANDON M. LEE

120 Stonehedge Court • Idaho Falls, ID 83404 • 208-407-9283 • bandnetlee@gmail.com

EXPERIENCE

- 2015** **24 Hour Fitness, Inc (Headquartered in San Ramon, CA)** **Idaho Falls, ID**
Director of Real Estate
- Lead and manage corporate growth initiatives in the Bay Area, Seattle, Portland, Honolulu & Denver
 - Lead and manage cross functional teams from disciplines including construction, architecture, finance, legal, brokerage, and outside consultants from inception of projects through execution phases to deliver completed projects on time and on budget.
- 2013-2015** **Riverbend Holdings** **Idaho Falls, ID**
Director of Strategic Acquisitions and Investments
- Managed three operating companies spanning the communications, title, and construction industries.
 - Managed and lead over 1.4M square feet of real estate development projects including office, retail, multifamily, and single-family asset classes.
 - Evaluated and selected private equity investment opportunities to maximize the portfolio return.
- 2010- 2013** **Target Corporation** **Minneapolis, MN**
Senior Real Estate Manager
- Responsible for all new store growth in southern California including development of the market strategy, site selection, feasibility designs, and negotiation of all legal contracts and documents for both stand alone and joint venture projects.
 - Played a lead role on Target's team that led their \$1.8B international expansion into Canada including overall team management, site selection, and lease negotiations.
 - Previously responsible for all new store growth in British Columbia, Quebec, Washington, and Oregon representing over 2M sq ft of lease negotiations and 1M sq ft of ground up development.
- 2009** *Real Estate Manager*
- Selected, acquired and managed Target's first projects for the company's smaller urban format.
- 2007** *Real Estate Portfolio Manager*
- Managed a team of 10 in our Asset Management group; directed and advised team members on negotiations regarding CAM, eminent domain matters, lease renewals, shopping center redevelopments, property use changes and improvements.
- Summer 2006** **Woodside Homes, Inc. (National residential land developer and home builder)** **Salt Lake City, UT**
- Negotiated and executed acquisition of four parcels of land as part of a 200-acre assemblage.
- 2003-2005** **Montigen Pharmaceuticals, Inc. (Now Otsuka Pharmaceuticals)** **Salt Lake City, UT**
Oncology-focused R&D drug discovery and development start-up
Chief Financial Officer
- Raised initial \$1M of \$5M Series A financing round through several persuasive presentations to potential investors and by leveraging relationships, enabling the company to continue operations and escalate the development of its two lead compounds.
 - Managed \$2.5M annual budget; forecasted three-year capital budget including required steps to begin and complete the FDA clinical trials; ensured efficient usage of limited resources enabling the company to accurately plan the development strategy.
- 2001-2003** **KPMG** **Washington, DC**
Senior Associate, Audit; Certified Public Accountant
- Supervised engagement teams on projects covering range of both industries and company size and effectively completed all client engagements on time and on budget.

EDUCATION

- Darden Graduate School of Business Administration** **Charlottesville, VA**
University of Virginia
Master of Business Administration, 2007
- Elected VP of Real Estate, and Entrepreneur & Venture Capital Clubs; and Outreach Representative.
- Brigham Young University** **Provo, UT**
Bachelor of Science in Accounting, 2001
- *President, Student Alumni Association* – Selected as one of six for full-tuition leadership scholarship

PERSONAL

- Enjoy coaching soccer, skiing, and being a volunteer Scoutmaster for BSA.



MEMORANDUM

TO: Honorable Mayor Rebecca Casper

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

DATE: March 7, 2018

RE: GOLF ADVISORY BOARD NEW APPOINTMENT RECOMENDATIONS

Mayor:

The Parks and Recreation Department respectfully submits the following names for your preliminary review for consideration for initial appointments to the following:

Golf Advisory Board

Randy Elwood

At Large Open Seat

All board seats are a three (3) year term and would expire December 2020.

Respectfully,

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

Greg A Weitzel
Department of Parks and Recreation



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

Thank you for your willingness to serve our community. Complete this form and attach a résumé prior to submitting. If you wish, you may also submit a cover letter explaining your interest in city service.

Your application will be kept on file. When there is an opening on a relevant board, committee or commission, your application will be reviewed. Return the completed form to the Mayor's Office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or electronically at mayor@idahofallsidaho.gov.

Name:	Randy Elwood	
Mailing Address:	3575 Grove Lane	
City, State, Zip:	Idaho Falls, Id 83404	
Email Address:	rkelwood@cableone.net	
Daytime Phone:	208 520-2542	<input checked="" type="checkbox"/> Message? <input checked="" type="checkbox"/> Text?
Evening Phone:	208 522-0864	<input type="checkbox"/> Message? <input type="checkbox"/> Text?
Cell Phone:	208 520-2542	<input checked="" type="checkbox"/> Message? <input checked="" type="checkbox"/> Text?
I am an Idaho Falls Resident <input checked="" type="checkbox"/> I am a current or former employee of the city _____		
I have a family member or person in my household who works for the city _____		

What is your motivation for service on this/these committee(s)?

I have been a resident of Idaho Falls all of my life and have played golf at our wonderful courses the last 50+ years.

I believe I know the challenges that face our golfing community and the need for a strong committee to provide assurance that the affordable and excellent current status continues for years to come. We are known for our excellent courses, knowledgeable pros and fantastic oversight of the grounds and greens by the support staff.

How does your background training and experience lend itself to service on this/these committee(s)?

My work experience delves in the National Laboratory where I have been employed for 1 month short of 44 years. My experience over those years included work in the labor union as a millwrite for 16 years and then supervision and management for the remaining 28 years. I retired in June 2017 – my last professional responsibility was as a Project Manager with a operating budget of 6+ million/fiscal year. During these 44 years I have developed a personal relationship with crafts personnel, supervision, management through the contractor president, and Local and National individuals from the Department of Energy (DOE) and the Nuclear Regulatory Commission (NRC). I have a Bachelors degree in Project Management which I used continuously over the major portion of my career.

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- ☐ Bonneville Metropolitan Planning Organization (BMPO)
 - ☐ Targhee Regional Public Transportation Association (TRPTA)
-

¹ City of Idaho Falls residents preferred.

² Five (5) members shall have professional training or experience in the disciplines of horticulture, landscape architecture, architecture, community development, urban forestry, parks planning and administration, economic development or related fields.

³ Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines.

⁴ All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities.

⁵ One (1) member shall be a Bonneville County resident residing within the area of city impact.

Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee.

Any information supplied is subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350

Randy K. Elwood

3575 Grove Lane
Idaho Falls, ID 83404
(208) 520-2542
rkelwood@cableone.net

Experience

Project Manager – ATR Wet to Dry Fuel Transfers

(Fluor Idaho, 6/2016 – 6/2017)

As Project Manager for the ATR Wet to Dry Fuel transfers from INTEC 666 to INTEC 603 Irradiated Spent Fuel Storage Facility (IFSF) was responsible for the following:

- Work required to bring the IFSF up to full operating status including:
 - Restoration of the drying/conditioning station
 - Contractor Readiness Assessment performed by Fluor
 - DOE-ID Readiness Assessment granting operational authority to initiate the transfer of 1000 ATR fuel assemblies from wet storage in INTEC 666 to dry storage in INTEC 603 IFSF. As part of this transfer the elements were conditioned and dried prior to storage.
 - Cost and schedule responsibility and oversight including monthly reporting, weekly, monthly, and 90 scheduling.

Program Specialist – Operations Engineering

(CWI, 12/2013 – 6/2016)

As a Program Specialist for Operations Engineering department at INTEC 666 (FAST)-I provided the following:

- Support INTEC Operations in the following areas dealing with Navy Fuel Shipments:
 - Work execution, operational readiness, and technical support.
 - Provide the role of startup/activity lead for various operational activities pertaining to Navy fuel preparations, loading, and shipping.
 - Assist in the development of solutions to complex operational problems with innovative and cost effective approaches.
 - Provide a subject matter expert role to management for commercial utility spent fuel storage

The support functions listed above are based on experience in Facility Management and storage of spent nuclear fuel. A working level knowledge of both DOE and NRC nuclear facility management and a working level knowledge of nuclear facility startups are essential. Provided excellent oral and written communication skills and demonstrated ability to communicate effectively with senior level management. Also, experience with commercial spent fuel storage and a demonstrated relation with commercial utilities and national committees such as NEI and EPRI.

Program Specialist – Fuel Day Support

(CWI, 07/2013 – 12/2013)

As a Program Specialist for the Fuel Day Support department at INTEC 666 (FAST) I provided the following:

- Support INTEC Operations in the following areas:
 - Work execution, assessments, facility management, operational readiness, technical support, and waste generation/disposal.
 - Provided an advisory role to INTEC Operations management in determining operational start up readiness levels.
 - Provided the role of startup/activity lead for various operational activities.
 - Provided support to and lead operational efficiencies initiatives.
 - Developed solutions to complex facility and operational problems with innovative and cost effective approaches.

Manager, Independent Spent Fuel Storage Installation Management

(CWI, 06/2005 – 07/2013)

Manager of NRC Licensed, DOE owned ISFSIs – As the Manager of NRC licensed facilities I was responsible for overall management of NRC Licensed, DOE owned facilities in Idaho, Three Mile Island Unit 2 (TMI-2) and Idaho Spent Fuel Facility (ISFF); and in Colorado, Fort St. Vrain (FSV). I provided management oversight for compliant

Randy K. Elwood

Conduct of Operations Awareness; Tritium Safe Handling; Plant Environmental Regulations; Professional Crane Operator; DOE Facility Surveillance; The Seven Habits of Highly Effective People; Essentials of Firefighting including: Ventilation & Salvage/Communications/Fire Extinguishers/Hose Handling/Bomb Threat Management/Earthquake Response/Emergency Action Director; and Federal Emergency Management Agency trained in HS-2 Emergency Preparedness, Emergency Program Manager, HS-5 Hazardous Materials, HS-3 Radiological Emergency Management, HS-4 Preparedness Planning In Nuclear Crisis.

Activities and Honors

Served as Chairman of the 2006 and 2007 United Way Campaign for CWI raising in excess of \$211,000 in 2006 (111% of Goal) and \$193,000 in 2007 (100% of Goal).

Nominated for Manager of the Year Award - 2000

Past Chairman of TAN Operations Safety Committee which was instrumental in helping TAN Ops achieve 6+ years with no recordable/reportable injuries in the facility.

Active participant in the Quality + process resulting in identified cost savings in excess of \$400K. Selected as one of five individuals within EG&G Idaho for recognition in 1991 during EG&G Quality Month.

Church Leadership Position responsible for welfare of approximately 400 people (1989 - 1991)

Scoutmaster (1973 - 1974)



MEMORANDUM

TO: Honorable Mayor Rebecca Casper

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

DATE: March 13, 2018

RE: SHADE TREE COMMITTEE APPOINTMENT RECOMENDATION

Mayor:

The Parks and Recreation Department respectfully submits the following names for your preliminary review for consideration for initial appointments to the following:

Shade Tree Committee

Aaron McCracken

At Large Open Seat

All committee seats are a three (3) year term and would expire December 2020.

Respectfully,

A handwritten signature in black ink, appearing to read "Greg A. Weitzel". The signature is fluid and cursive, with a large initial "G" and "W".

Greg A Weitzel

Department of Parks and Recreation

IDAHO FALLS

City of Idaho Falls Boards, Committees and Commissions Citizen Application

Thank you for your willingness to serve our community. Complete this form and attach a résumé prior to submitting. If you wish, you may also submit a cover letter explaining your interest in city service. Your application will be kept on file. When there is an opening on a relevant board, committee or commission, your application will be reviewed. Return the completed form to the Mayor's Office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or electronically at mayor@idahofallsidaho.gov.

Name:	AARON MCCracken		
Mailing Address:	1665 DELMAR DRIVE		
City, State, Zip:	IDAHO FALLS, ID 83404		
Email Address:	akm@sunnysidegardens.net		
Daytime Phone:	208-522-4660	<input checked="" type="checkbox"/> Message? <input type="checkbox"/> Text?	
Evening Phone:	208-932-4449	<input checked="" type="checkbox"/> Message? <input type="checkbox"/> Text?	
Cell Phone:	208-521-6032	<input checked="" type="checkbox"/> Message? <input checked="" type="checkbox"/> Text?	
I am an Idaho Falls Resident: <input checked="" type="checkbox"/> I am a current or former employee of the city: <input type="checkbox"/>			
I have a family member or person in my household who works for the city: <input type="checkbox"/>			

What is your motivation for service on this/these committee(s)?

I WAS asked if I would consider it. I like to be involved and contribute where I can.

How does your background training and experience lend itself to service on this/these committee(s)?

I am an owner of SunnySide Gardens. I have worked in the nursery industry for 19 years. I am a past president of the Idaho Nursery and Landscape Association and served on their board for many years.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

We grow our own plants at our nursery. I have experience in variety selection and growing of annuals, perennials, trees & shrubs. I am a Idaho Certified Nursery Professional (C.N.P.).

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	<u>Length of Term (Years)</u>	<u>Meeting Frequency</u>
Mayer's Office		
□ Citizen Review Committee ¹ <i>Inactive</i>	One(1)	As Needed
□ Mayor's Youth Advisory Committee <i>Inactive</i>	Three(3)	Bi-Monthly
Fire Department		
□ Fire Code Appeals Board	Five(5)	Yearly/As Needed
Human Resources		
□ Civil Service Commission	Six(6)	Semi-Annual/As Needed
Library		
□ Library Board	Five(5)	Monthly/As Needed
Municipal Services		
□ Civic Auditorium Committee	Two(2)	As Needed
Parks and Recreation		
□ Golf Advisory Board	Three(3)	Every Other Month
□ Parks and Recreation Commission	Three(3)	Monthly
✓ Shade Tree Committee	Three(3)	Monthly
Community Development Services		
□ Board of Adjustment	Five(5)	2 nd Thursday/As Needed
□ Building Code Board of Appeals	Three(3)	As Needed
□ Electrical Board of Review	Two(2) & Three(3)	As Needed
□ Historic Preservation Commission ²	Three(3)	1 st Thursday
□ Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
□ Idaho Falls Redevelopment Agency	Five(5)	3 rd Thursday
□ Mechanical Appeals Board	Three(3)	As Needed
□ Planning Commission ³	Six(6)	1 st Tuesday
□ Plumbing Appeals Board	Three(3)	As Needed
Police Department		
□ Traffic Safety Committee	Two(2)	As Needed
Regional Committees		
□ Targhee Regional Public Transportation Association (TRPTA)		

¹ City of Idaho Falls residents preferred.

² Five (5) members shall have professional training or experience in the disciplines of horticulture, landscape architecture, architecture, community development, urban forestry, parks planning and administration, economic development or related fields.

³ Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines.

⁴ All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities.

⁵ One (1) member shall be a Bonneville County resident residing within the area of city impact.

Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee.

Any information supplied is subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350


IDAHO FALLS

MEMORANDUM

TO: City Council

FROM: Rebecca Casper

DATE: April 5, 2018

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

Attached please find communication for the citizen volunteers I am appointing to serve on the ADA Advisory Board.

Name	Commission (City code citation)	Sponsoring Department	Term Expires	Status
Dean Nielson	ADA Advisory Board	Community Dev. Services	12/31/20	New Appointment
Stacey Barrett	ADA Advisory Board	Community Dev. Services	12/31/20	New Appointment
Halley Holland	ADA Advisory Board	Community Dev. Services	12/31/20	New Appointment
Kalob Parsons	ADA Advisory Board	Community Dev. Services	12/31/20	New Appointment
Kevin Pirnie	ADA Advisory Board	Community Dev. Services	12/31/20	New Appointment

These applicants have been screened and subsequently recommended by Community Development Services. I too have reviewed the applications submitted by these individuals. We are confident these appointees meet the criteria set forth in the city code. They will make a positive contribution to the good work of the city as this new Board is launched.

I request your vote to confirm these appointments at the regular Council Meeting on Thursday evening April 12, 2018

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

IDAHO FALLS

City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

ADA Advisory Board
Application

Thank you for your willingness to serve our community. Complete this form and attach a résumé prior to submitting. If you wish, you may also submit a cover letter explaining your interest in city service. Your application will be kept on file. When there is an opening on a relevant board, committee or commission, your application will be reviewed. Return the completed form to the Mayor's Office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or electronically at mayor@idahofallsidaho.gov.

Name:	Dean Nielson		
Mailing Address:	3200 Chaparral Dr.		
City, State, Zip:	Idaho Falls, Idaho 83404		
Email Address:	dean@idlife.org		
Daytime Phone:	208-241-5232	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Evening Phone:	208-241-5232	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Cell Phone:	208-241-5232	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
I am an Idaho Falls Resident:	<input checked="" type="checkbox"/>	I am a current or former employee of the city:	<input type="checkbox"/> no
I have a family member or person in my household who works for the city:	<input type="checkbox"/> no		

What is your motivation for service on this/these committee(s)? As a person with a disability I emphasize with accessibility for all individuals in our city. I love this city & want the best for all citizens. I have worked with Lisa on a former ADA committee here in Idaho Falls & enjoyed this work.

How does your background training and experience lend itself to service on this/these committee(s)? I have been the Executive Director of Living Independently For Everyone, Inc. (LIFE, Inc.) for 23 years. This non-profit corporation assists people with disabilities to live as independently as possible in their own homes & communities.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service. I have training with the Americans with Disabilities Act (ADA), Fair Housing Act, & Employment law with hiring individuals with disabilities. Have done many Title II reviews for schools & cities.

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Resume

Dean Nielson has served as the Living Independently For Everyone, Inc. (LIFE, Inc.) Executive Director since 1995. LIFE, Inc. is a 501 (C)(3) Corporation with a Board of Directors of six individuals with disabilities. The Mission of LIFE, Inc. is to enable people with disabilities to manage their own lives, make their own choices, and give them information and knowledge to assist them to live with dignity and bravado.

As the Executive Director, Dean has grown LIFE, Inc. from a \$100,000 company with one office to what it is today; four offices, serving 18 counties in southeastern Idaho with a little over 31,000 square miles and a budget approaching \$2,000,000. LIFE, Inc. has three main programs for individuals with disabilities that interact with the Department of Health and Human Services, Social Security, and Medicaid.

Individually, Dean has done two presentations for the National Council on Independent Living in Washington D.C. He has served as Chair of the Idaho State Independent Living Council for four years, served on the State Commission for the Blind and Visually Impaired, the State Committee for the Olmstead Planning with the Health and Welfare Department. On a local level, served on ADA Committees for the Cities of Idaho Falls and Pocatello, the Fair Housing Committee for Pocatello, and serves on several Advisory Committees for the Area on Aging in both Pocatello and Idaho Falls.

Dean graduated from Brigham Young University with a B.S. and M.S. Degree in Education. He is married to Elizabeth and they have seven children and so far sixteen grandchildren.

IDAHO FALLS

City of Idaho Falls Boards, Committees and Commissions Citizen Application

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Name:	Stacey Barrett		
Mailing Address:	1284 Tipperary Court		
City, State, Zip:	Idaho Falls, Id 83404		
Email Address:	staceybarrett@hotmail.com		
Daytime Phone:	208-589-8772	<input checked="" type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
Evening Phone:	208-589-8772	<input checked="" type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
Cell Phone:	208-589-8772	<input checked="" type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
I am an Idaho Falls Resident:	<input checked="" type="checkbox"/>	I am a current or former employee of the city:	<input type="checkbox"/>
I have a family member or person in my household who works for the city: <input type="checkbox"/>			

What is your motivation for service on this/these committee(s)?

I have a desire to become involved with the ADA Advisory Board. I feel that this would be a committee that would benefit those in our community.

How does your background training and experience lend itself to service on this/these committee(s)?

I am a counselling teacher for School District 81. I have a masters degree in Special Education and have worked with children with disabilities for the past 27 years. I understand the needs of students and adults with disabilities and feel that I would be an asseess to this committee.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

Masters degree in Special Education
27 Years in Special Education

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	<u>Length of Term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
□ Citizen Review Committee ¹ (<i>Inactive</i>)	One(1)	As Needed
□ Sister Cities Committee	Three(3)	4 th Monday
Fire Department		
□ Fire Code Appeals Board	Five(5)	Yearly/As Needed
Library		
□ Library Board	Five(5)	Monthly/As Needed
Municipal Services		
□ Civic Center for the Performing Arts	Two(2)	As Needed
Parks and Recreation		
□ Golf Advisory Board	Three(3)	Every Other Month
□ Parks and Recreation Commission	Three(3)	Monthly
□ Shade Tree Committee	Three(3)	Monthly
Community Development Services		
■ ADA Advisory Board	Three (3)	As Needed
□ Board of Adjustment	Five(5)	2 nd Thursday/As Needed
□ Building Code Board of Appeals	Three(3)	As Needed
□ Electrical Board of Review	Two(2) & Three(3)	As Needed
□ Historic Preservation Commission ²	Three(3)	1 st Thursday
□ Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
□ Idaho Falls Redevelopment Agency	Five(5)	3 rd Thursday
□ Mechanical Appeals Board	Three(3)	As Needed
□ Planning Commission ⁵	Six(6)	1 st Tuesday
□ Plumbing Appeals Board	Three(3)	As Needed
Police Department		
□ Traffic Safety Committee	Two(2)	As Needed

City of Idaho Falls residents preferred.

Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee.

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City of Idaho Falls Boards, Committees and Commissions Citizen Application

Thank you for your willingness to serve our community. Complete this form and attach a résumé prior to submitting. If you wish, you may also submit a cover letter explaining your interest in city service. Your application will be kept on file. When there is an opening on a relevant board, committee or commission, your application will be reviewed. Return the completed form to the Mayor's Office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or electronically at mayor@idahofallsidaho.gov.

Name:	Hailey Holland		
Mailing Address:	1600 S. 25th E.		
City, State, Zip:	Idaho Falls, ID 83402		
Email Address:	hailey.holland@cei.edu		
Daytime Phone:	208-535-5314	<input checked="" type="checkbox"/> Message?	<input type="checkbox"/> Text?
Evening Phone:		<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Cell Phone:	208-403-9731	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
I am an Idaho Falls Resident: <input checked="" type="checkbox"/> I am a current or former employee of the city: <input type="checkbox"/>			
I have a family member or person in my household who works for the city: <input type="checkbox"/>			

What is your motivation for service on this/these committee(s)?

This committee will be a great opportunity to serve this beautiful community, and to shape essential policy. I am very excited to be included in this.

How does your background training and experience lend itself to service on this/these committee(s)?

I have work experience in two different areas regarding individuals with disabilities. I currently work in disability accommodations at College of Eastern Idaho. As part of my duties here I serve on the Safety Committee. Before I completed my master's degree, I worked with kids with disabilities for 2.5 years.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

I have master's and bachelor's degrees in social work. This training focuses on working with many different marginalized populations, including disabled individuals.

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Hailey Holland
1600 S. 25th E.
Idaho Falls, ID 83404
208-403-9731
hailey.holland@cei.edu

Objective: To serve on the City of Idaho Falls ADA Advisory Board.

Education:

- Bachelor's degree in Social Work from Brigham Young University-Idaho.
- Master's degree in Social Work from Northwest Nazarene University.

Qualifications:

- Licensed in the State of Idaho as a Licensed Master Social Worker.
- Experience with the developmentally disabled, mentally ill, and grieving populations.
- Current employment duties include maintaining ADA standards.

Work Experience:

College of Eastern Idaho

January 2016-Present

Counselor/Disability Resource Coordinator

- Work with clients to set goals.
- Coordinate disability accommodations for current students.
- Assist students in study strategies and stress management.
- Provide short term counseling to current students.
- Served on safety committee to provide safe environment for all students, staff and faculty.

Healthy Care Solutions

October 2014-January 2016

Counselor

- Met with clients in one-on one counseling setting, and carried out various interventions.
- Developed individualized treatment plans for each client.
- Implemented various therapeutic techniques in a counseling setting.

Journeys DDA

April 2012-October 2014

Habilitative Interventionist

- Developed and implemented individualized treatment plans for each client.
- Implemented treatment plans with clients in the community and facility setting.
- Worked with clients to maintain and increase independence with self-care as well as other areas.



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

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Name:	Kalob Parsons Au.D.		
Mailing Address:	1753 W. Broadway		
City, State, Zip:	Idaho Falls, Idaho 83402		
Email Address:	earnerd@hotmail.com		
Daytime Phone:	(208) 524-4445	<input checked="" type="checkbox"/> Message?	<input type="checkbox"/> Text?
Evening Phone:	(208) 346-3606 (cell)	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Cell Phone:	(208) 346-3606	<input checked="" type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
I am an Idaho Falls Resident:	<input checked="" type="checkbox"/>	I am a current or former employee of the city:	<input type="checkbox"/>
I have a family member or person in my household who works for the city:	<input type="checkbox"/>		

What is your motivation for service on this/these committee(s)?

I was Asked to Represent the Hearing/Audiology Concerns as an Audiologist. - I was a scout leader for many years & this is a good way to preach what I teach.

How does your background training and experience lend itself to service on this/these committee(s)?

I am a Doctor of Audiology & a resident of Idaho Falls. Unfortunately I can think of no one better qualified so, The buck stops with me.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

I persisted long enough in school to become a Doctor of Audiology & have been practicing over 15 years - I am also a resident of Idaho Falls & own a business in Idaho Falls

FOR OFFICE USE ONLY:	
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City Department(s) application forwarded to:	Board, Committee or Commission appointed to:

March 7, 2018

Kevin Pirnie
P.O. Box 3647
Idaho Falls, Idaho 83403

RECEIVED

MAR 13 2018

Mayor's Office

City of Idaho Falls Mayor's Office
P.O. Box 50220
Idaho Falls, Idaho 83405

Re: ADA Advisory Board

Greetings,

Thank you for the invitation to serve on the ADA Advisory Board. I accept your invitation and look forward to serving the Mayor's office and the Idaho Falls community in this capacity.

Please find enclosed the application and requested resume.

Kindest Regards,

Kevin Pirnie

IDAHO FALLS

City of Idaho Falls Boards, Committees and Commissions Citizen Application

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Name:	Kevin Pirnie		
Mailing Address:	P.O. Box 3647		
City, State, Zip:	Idaho Falls, Idaho 83403		
Email Address:	kpirnie77@gmail.com		
Daytime Phone:	208-206-1181	<input checked="" type="checkbox"/> Message?	<input checked="" type="checkbox"/> Text?
Evening Phone:	same	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
Cell Phone:	208-206-1181	<input type="checkbox"/> Message?	<input type="checkbox"/> Text?
I am an Idaho Falls Resident:	<input checked="" type="checkbox"/>	I am a current or former employee of the city:	<input type="checkbox"/>
I have a family member or person in my household who works for the city: <input type="checkbox"/>			

What is your motivation for service on this/these committee(s)?

Please see attached document which contains answers to the three questions on this application.

How does your background training and experience lend itself to service on this/these committee(s)?

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

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Mayor's Office		
<input type="checkbox"/> Citizen Review Committee ¹ (<i>Inactive</i>)	One(1)	As Needed
<input type="checkbox"/> Sister Cities Committee	Three(3)	4 th Monday
Fire Department		
<input type="checkbox"/> Fire Code Appeals Board	Five(5)	Yearly/As Needed
Library		
<input type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input type="checkbox"/> Civic Center for the Performing Arts	Two(2)	As Needed
Parks and Recreation		
<input type="checkbox"/> Golf Advisory Board	Three(3)	Every Other Month
<input type="checkbox"/> Parks and Recreation Commission	Three(3)	Monthly
<input type="checkbox"/> Shade Tree Committee	Three(3)	Monthly
Community Development Services		
<input checked="" type="checkbox"/> ADA Advisory Board	Three (3)	As Needed
<input type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input type="checkbox"/> Building Code Board of Appeals	Three(3)	As Needed
<input type="checkbox"/> Electrical Board of Review	Two(2) & Three(3)	As Needed
<input type="checkbox"/> Historic Preservation Commission ³	Three(3)	1 st Thursday
<input type="checkbox"/> Idaho Falls Business Assistance Corp	Staggering Terms	Quarterly/As Needed
<input type="checkbox"/> Idaho Falls Redevelopment Agency	Five(5)	3 rd Thursday
<input type="checkbox"/> Mechanical Appeals Board	Three(3)	As Needed
<input type="checkbox"/> Planning Commission ⁵	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
<input type="checkbox"/> Traffic Safety Committee	Two(2)	As Needed

City of Idaho Falls residents preferred.

Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee.

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Application Attachment

Answers to Application Questions

Note: Due to formatting issues with the application I have provided the answers below.

What is your motivation for service on this/these committee(s)?

As a competent blind individual with the benefit of my personal and professional experiences, I believe that I can contribute valuable insights and perspective for the ADA advisory board.

How does your background training and experience lend itself to service on this/these committee(s)?

I have enjoyed the blessing of multiple successful careers and the raising of a wonderful family as a blind person. This has required that I learn, understand, develop, and utilize alternative techniques and skills to efficiently and effectively accomplish tasks in a non visual manner. Additionally, I have served for the past 40 years with the National Federation of the Blind, or NFB, locally, statewide, and nationally. Currently I serve in leadership positions for our local Idaho Falls chapter and for the state affiliate, and also serve on the communications committee on a national level. The National Federation of the Blind is a community of members and friends who believe in the hopes and dreams of the nation's blind. Everyday we work together to help blind people live the lives they want.

Please list any relevant areas of expertise, education, training you possess that will be helpful for service.

As an active and long time federally licensed amateur radio operator I have continued to work with local, state, and federal authorities in disaster response and emergency communications. I continue to receive training and provide training to others in these areas. ADA considerations in emergency circumstances may very well save lives in the event of an emergency situation.

Kevin S. Pirnie
P.O. Box 3647
Idaho Falls, Idaho 83403
208-206-1811 kpirnie77@gmail.com

Resume

Profile

Born in 1961, I have worked and successfully operated businesses in multiple industries. I am currently transitioning from offering consulting services as a marketing strategist to building my own local marketing agency.

Objectives

I continue to look for opportunities to serve my clients and my community in various capacities where I can provide value with my knowledge and skills.

Education

Attended Boise State University full-time from 1981 to 1983, and later returned part-time in 1990 and 1991. I have continued to take advantage of various private education and training opportunities throughout my adult life. My education focus has predominately focused on business management, marketing, and business technologies. Specific documentation can be provided upon request.

Employment History

1993 to 2012

During these years I owned and operated a full service vending company, Teton Vending. We served both government and private locations in Idaho Falls and Rexberg. A few examples of my accounts included Idaho state and Bonneville county offices, Federal DOE and INL offices, Federal rest areas, and Grand Teton Mall.

1990 through 1992

I operated a food service facility at the Boise Bureau of Land Management office in Boise Idaho. I also serviced vending accounts for western Idaho rest areas and state of Idaho offices.

1988 to 1990

Owned and operated an independent aquaculture consultancy service, Idaho Aquatic Food. The focus of this business was specific to the development of

geothermal resources for the commercial production of warm water fisheries stock.

1985 to 1988

During this period I was employed by Harris Aquaculture. In 1985 I was manager of South Florida Fisheries locate just outside of West Palm Beach, Florida. In 1986 Harris Aquaculture relocated its operation to Twin Springs, Idaho. Following assisting in the relocation of equipment and operations, I was employed as a production specialist and marketing strategist.

1981 to 1985

In 1985 myself and two other colleagues established the Geothermal Aquaculture Research Foundation. Our focus was to begin formal research on the potential, sciences, and technologies needed to encourage commercial aquaculture development that utilizes geothermal water resources. Our foundation provided significant contributions to both the commercial aquaculture industry and the aquaculture research community.

Hobbies and Interest

I enjoy activities with my family, my amateur radio hobby, and playing guitar, also, my christian faith is important to me and I have served as a volunteer pastor from 2006 to 2012. Further, also important to me and that I enjoy is my service to others in the community based organizations I am involved with.



MEMORANDUM

TO: City Council

FROM: Rebecca Casper

DATE: April 5, 2018

RE: Recent Proclamations

Attached please find copies of official Proclamations prepared and released by the Mayor's Office throughout the previous month.

- **Crime Victims' Rights Week, April 8-14**
- **Parkinson's Awareness Month (April)**
- **Pay it Forward Day April 28th**
- **Telecommunicators Week, April 8-14**



PROCLAMATION

- WHEREAS,** Idahoans are the victims of nearly 3,500 crimes each year, affecting individuals, and communities; and
- WHEREAS,** providing victims with knowledge of their rights and available services further strengthens their ability to recover by restoring a sense of self-empowerment; and
- WHEREAS,** victims who feel heard, understood and supported are more likely to disclose their victimization, seek services, and participate in the justice process; and
- WHEREAS,** a multidisciplinary response, involving collaboration among victim service professionals, criminal justice officials, legal professionals, medical and mental health providers, and community leaders is essential for reaching and serving all victims—especially those who feel marginalized, have disabilities, or live in remote locations; and
- WHEREAS,** The numerous organizations that support and advocate for victims, including Idaho Victim Witness Coordinators, the Idaho Sheriff's Association, the Idaho Fraternal Order of Police, the Professional Firefighters of Idaho, and Marsy's Law for Idaho remain committed to securing equal constitutional rights for all crime victims; and
- WHEREAS,** the city of Idaho Falls is dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our community and training our victim responders, and working for justice for all.

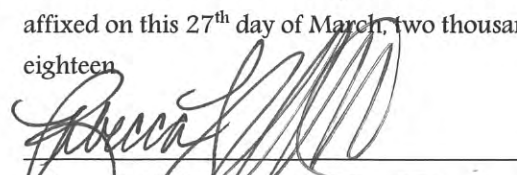
THEREFORE, I, REBECCA CASPER, MAYOR of the City of Idaho Falls, do hereby proclaim April 8-14, 2018 to be

Idaho Crime Victims' Rights Week

in Idaho Falls and recommit to ensuring that all victims of crime in our city are afforded their rights and encourage awareness throughout the justice system.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 27th day of March, two thousand and eighteen


Rebecca L. Noah Casper, Mayor
City of Idaho Falls



PROCLAMATION

WHEREAS, Parkinson's disease is a chronic, progressive neurological disease and is the second most common neurodegenerative disease in the United States; and

WHEREAS, there is inadequate data on the incidence and prevalence of Parkinson's disease, but it is estimated to affect nearly 1 million people in the United States, and that number is expected to more than double by 2040; and

WHEREAS, Parkinson's disease is the 14th leading cause of death in the United States according to the Centers for Disease Control and Prevention; and

WHEREAS, there are millions of Americans who are caregivers, family members and friends greatly impacted by Parkinson's disease; and

WHEREAS, it is estimated that the annual economic burden of Parkinson's disease is over \$26.4 billion per year, and indirect costs to patients and family members total \$6.3 billion; and

WHEREAS, research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause in most individuals is still unknown; and

WHEREAS, there currently is no objective test, or biomarker, to diagnose Parkinson's disease; and

WHEREAS, there is no known cure or drug to slow or halt the progression of the disease, and available treatments are limited in their ability to address patients' medical needs and remain effective over time; and

WHEREAS, the symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; gait and balance difficulty; speech and swallowing disturbances; cognitive impairment and dementia; mood disorders; and a variety of other non-motor symptoms; and

WHEREAS, volunteers, researchers, caregivers and medical professionals are working to improve the quality of life for persons living with Parkinson's disease and their families; and

WHEREAS, increased research, education and community support services are needed to find more effective treatments and to provide access to quality care to those living with the disease today.

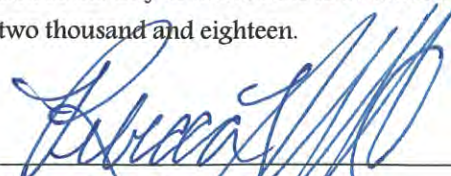
THEREFORE, I, REBECCA CASPER, MAYOR of the City of Idaho Falls, do hereby proclaim the month of April as

Parkinson's Awareness Month

in Idaho Falls and encourage the funding and support of Parkinson's research in the hope of improving the lives of families and individuals living with the disease.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 27th day of March, two thousand and eighteen.



Rebecca L. Noah Casper, Mayor
City of Idaho Falls

Proclamation

- WHEREAS,** *the Pay it Forward movement endeavors to promote community spirit through acts of kindness; and*
- WHEREAS,** *the Pay it Forward novel, written by Catherine Ryan Hyde in 2000, resulted in a movie and launched a movement that has been vital in inspiring millions of good deeds all over the world; and*
- WHEREAS,** *the first Pay it Forward Day was created in 2007 in Australia to further the altruistic movement of goodwill; and*
- WHEREAS,** *Pay it Forward Day is now a worldwide event celebrated in more than 70 countries on 6 continents; and*
- WHEREAS,** *Pay it Forward Day encourages people to do good deeds for others without asking for anything in return except for the recipient(s) to pay it forward to others who may be in need of a good turn; and*
- WHEREAS,** *the Pay it Forward movement demonstrates that you can make a difference and create positive change in our community and world – one good deed at a time.*
- THEREFORE;** *I, Rebecca Casper, Mayor of the City of Idaho Falls do hereby proclaim April 28, 2018 as:*

PAY IT FORWARD DAY

in Idaho Falls and urge all citizens to observe this day with activities and acts of kindness that demonstrate and celebrate selfless giving.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Great Seal of the City of Idaho Falls to be affixed this 26th day of March, 2018.*



A handwritten signature in blue ink, appearing to read "Rebecca Casper".

Rebecca Casper
Mayor, City of Idaho Falls



PROCLAMATION

- WHEREAS,** every day in our community emergencies occur that require police, fire or emergency medical response to save lives and property; and
- WHEREAS,** Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and
- WHEREAS,** when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and
- WHEREAS,** Public Safety Telecommunicators serve as a vital link for our first responders by offering guidance and support including monitoring their activities by radio and providing real time information to maximize effectiveness and safety; and
- WHEREAS,** Public Safety Telecommunicators in the City of Idaho Falls have contributed substantially to the apprehension of criminals, suppression of fires, medical treatment of patients and even the saving of lives; and
- WHEREAS,** each of the 23 City of Idaho Falls Telecommunicators have exhibited compassion, understanding and professionalism during the performance of their job in the past year; and
- WHEREAS,** Idaho Falls Telecommunicators exemplify the Police Department's core values of integrity, honor, trust and excellence as well as fulfill the Department's mission of creating an environment free from crime and the fear of crime; and
- WHEREAS,** the work of these 23 "unseen first responders" is invaluable.

THEREFORE, I, REBECCA CASPER, MAYOR of the City of Idaho Falls, do hereby proclaim April 8-14, 2018 to be

National Public Safety Telecommunicators Week

in honor of these men and women who merit our heartfelt appreciation.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 2nd day of April, two thousand and eighteen.


Rebecca L. Noah Casper, Mayor

City of Idaho Falls



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, Assistant General Manager *BP*
DATE: March 30, 2018
RE: Consent Agenda – Ratify Power Confirmation Agreement

Attached is a confirmation agreement with Powerex that enables Idaho Falls Power to sell specified source generation. This enables the power department to designate the surplus BPA hydro generation that we sell from time to time as being a carbon free resource, enabling the potential to receive a premium price for some of the wholesale power transactions.

This confirmation agreement enables the power department to transact with additional wholesale entities to manage our surplus generation; therefore, Idaho Falls Power respectfully requests ratification of the attached agreement.

BP/250

Cc: City Clerk
City Attorney
File

**EXHIBIT C-SS
MASTER SPECIFIED SOURCE
CONFIRMATION ATTACHMENT**

This "Master Specified Source Confirmation Attachment" applies to the Confirmation to which this is attached or referenced and made a part by and between Powerex Corp. ("Purchaser") and City of Idaho Falls, dba Idaho Falls Power ("Seller") dated as of March 29, 2018 ("Effective Date"). In the event of any inconsistency between this Master Specified Source Confirmation Attachment and the WSPP Agreement or any master confirmation agreement between the Parties, this Master Specified Source Confirmation Attachment will control. References herein to "Sections" means Sections of this Master Specified Source Confirmation Attachment, unless stated to be Sections of the WSPP Agreement.



1. Specified Source.

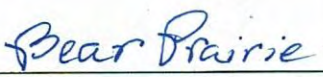

a. Identity of Source:
The following (i) facility, generator, unit or (ii) ACS system ("Source"): BPA ACS System
Source CARB IDs, if applicable and available: 4000
California Energy Commission RPS ID, if Source is an ERR:
WREGIS ID#, if applicable:
b. Source EF_{sp}:
The Source's most recent emissions factor assigned by CARB as reported by CARB as of the effective date of the Confirmation for the period in which the energy is to be delivered.
c. Carbon Adjustment (rapid settlement if Seller delivers higher emissions factor energy than agreed): Carbon Adjustment <u>applies unless</u> the following box is checked:
<input checked="" type="checkbox"/> Carbon Adjustment <u>does not</u> apply and instead of Carbon Adjustment, Seller shall compensate Purchaser as follows, in addition to Purchaser's remedies in Section 21 of the WSPP Agreement, if Seller fails to schedule and deliver energy from the Source unless excused pursuant to the terms of the applicable Schedule or this Confirmation: <i>Seller will refund the premium to ICE MIDC Index. In the case of fixed price transactions, Seller will refund the specified source premium identified in the Confirmation</i>
d. EF True-Up (full indemnity for difference between agreed and CARB-assigned emissions factors, settled after verification): EF True-Up <u>does not apply unless</u> one or more of the following boxes that are checked cause a change to EF _{sp} or EF _{asn} :
<input type="checkbox"/> Change in generator operations or fuel source.
<input type="checkbox"/> Prospective or retroactive change in law (including AB32).
<input type="checkbox"/> Other, as follows:
<input type="checkbox"/> All other circumstances.
<input type="checkbox"/> EF True Up damages are limited as follows: <i>[e.g., caps]</i>

<p>e. RECs Disclosure (not applicable for an ACS system Source): Seller represents and warrants that the Source is not an ERR, <u>unless</u> the box is checked below. This is a disclosure, not an option, and failure to check this box does not excuse performance if the Source is or becomes an ERR.</p> <p><input type="checkbox"/> The Source is an ERR, and Section 6.c therefore applies.</p> <p>f. Regulation Incorporation: This transaction is <u>not</u> Regulation Incorporation <u>unless</u> the following box is checked:</p> <p><input type="checkbox"/> This transaction is Regulation Incorporation and Section 6.e applies.</p> <p>g. Additional provisions:</p>

Sections 2 through 9 of Exhibit C-SS Specified Source Confirmation Attachment, as published by the WSPP as of the Effective Date ("Sections 2 through 9") are incorporated by reference in this Master Specified Source Confirmation Attachment. All terms used in this Master Specified Source Confirmation Attachment that are not otherwise defined shall have the meanings given to them in Sections 2 through 9.

Seller's scheduling agent, currently Utah Associated Municipal Power Systems ("UAMPS"), may and has authority to bind Seller with respect to any Confirmations and transactions with Purchaser pursuant to the WSPP Agreement and this Master Specified Source Confirmation Attachment.


 Purchaser 
 Authorized Signature for Purchaser


 Seller

 Authorized Signature for Seller



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, Assistant General Manager *Bear*
DATE: March 26, 2018
RE: Consent Agenda – BPA Customer Portal Agreement

Attached is a Customer Portal Access and Use Agreement, Contract No. 18BS-10671 from the Bonneville Power Administration (BPA). Idaho Falls Power currently has an access agreement to the online portal from BPA that allows IFP staff to view contracts, billing information along with other customer data points. BPA desires to execute the agreement that is standardized with other customers.

This agreement conforms to Idaho Falls Powers needs and continues our ability to access needed information; therefore, Idaho Falls Power respectfully requests ratification of the attached agreement.

BP/251

Cc: City Clerk
City Attorney
File

CUSTOMER PORTAL ACCESS AND USE AGREEMENT

Customer Portal (CP) is a secure web-based application that allows Bonneville Power Administration (BPA) customers and customer authorized third parties to obtain access to their own customer data from BPA source systems.

TERM OF AGREEMENT

This CP Access and Use Agreement (Agreement) will be effective at 0000 hours on the date that this Agreement has been signed by the Customer (Effective Date), and shall continue in effect until terminated by one or both Parties.

1. RESPONSIBILITIES OF CUSTOMER'S DESIGNATED CP ADMINISTRATOR(S), CP USER(S) and THIRD PARTY USER(S)

- a) The Customer shall designate the CP Administrator(s) who will manage the Customer's CP account and approve CP and Third Party user access in Exhibit A [Customer Portal Administrator(s), User(s) and Authorized Third Party User(s)] of this Agreement.
- b) The Customer shall notify BPA of any change to the designated CP Administrator(s) by preparing and submitting a revised Exhibit A to BPA.
- c) The Customer's CP Administrator(s) shall designate employees, agents, and assignees as authorized to access and use the Customer's CP, or its successor, on behalf of the Customer by preparing and submitting Exhibit A.
- d) The Customer's CP Administrator(s) shall notify BPA of any change to designated employees, agents, and assignees as authorized users of the Customer's CP by preparing and submitting a revised Exhibit A.
- e) The Customer's CP Administrator(s) shall designate Customer subsidiaries whose business information will be displayed in CP for the Customer to access and view in Exhibit B [Customer Subsidiaries] of this Agreement.
- f) The Customer's CP Administrator(s) shall notify BPA of any change to Customer subsidiaries by preparing and submitting a revised Exhibit B.
- g) Requests and exhibit revisions from the Customer or the Customer's CP Administrator(s) shall be sent to BPA per the "Notices" (Section 6) of this Agreement.
- h) For revision convenience, a blank Exhibit A and B are included with the template of this Agreement or the blank exhibits may be downloaded from the CP log-on page located at <https://customerportal.bpa.gov>. See "Notices" (Section 6) below for submittal options.

2. ACCESS TO THE CP

- (a) Currently, CP is built on a Microsoft SharePoint platform; therefore Microsoft Internet Explorer is the recommended web browser to use to access CP. Use of a web browser other than Microsoft Internet Explorer may result in negative CP performance issues.
- (b) The Customer is responsible for the acquisition and all maintenance of hardware, software and communication equipment that is necessary for its CP use. BPA will not provide any information technology support to any user(s) of CP.
- (c) The CP is owned and operated by BPA, which is part of the United States (US) Department of Energy (DOE). All uses of the CP must be in accordance with US laws, federal regulations, DOE Orders and BPA policies and directives. BPA's external website disclaimer and privacy policy applies to use of the CP, and is available at:
<https://www.bpa.gov/Contact/website/Pages/Privacy-Policy.aspx>.

3. AUTHORIZED USE OF THE CP

The Customer and their designated CP User(s) and Third Party User(s) may use CP to view the Customer's information related to its business with BPA.

4. UNAUTHORIZED USE OF THE CP

The Customer shall use the CP, or its successor, as provided in Section 3 of this Agreement and shall be responsible for assuring that use of the CP by its designated CP User(s) and Third Party User(s) is consistent with this Agreement. Unauthorized use may result in the limitation, disabling or revocation of the Customer's CP login.

5. INFORMATION SECURITY

There is no expectation of privacy on the CP. All data, including e-mail, created, stored, or transmitted on the CP becomes the property of the US government. BPA's Office of Cyber Security monitors the CP in accordance with The Federal Information Security Management Act of 2002 (FISMA).

FISMA, 44 U.S.C. § 3541, et seq. is a US federal law enacted in 2002 as Title III of the E-Government Act of 2002 (Pub.L. 107-347, 116 Stat. 2899). The Act recognizes the importance of information security to the economic and national security interests of the US.

- (a) In performance of this Agreement, the Customer shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.

- (b) At a minimum, the Customer shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) for a "low" categorization as described in the Federal Information Processing Standard (FIPS) Publication 199.
- (c) The Customer shall maintain controls aligning with applicable controls in the current version of the NIST Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III FISMA.
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Customer's pertinent information security and/or data security plan or program.
- (e) The Customer, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of this Agreement as identified by BPA.

6. NOTICES

- (a) Any notice required under this Agreement shall be provided in writing to BPA in one of the following ways:
 - (1) by US Certified Mail with return receipt requested;
 - (2) electronically, if both Customer and BPA have means to verify the electronic notice's origin, date, time of transmittal and receipt; or
 - (3) by another method agreed to by the Customer and BPA.

Notices are effective when received. BPA may change the name or address for delivery of notices by providing notice to the Customer of such change or other mutually agreed method. The Customer shall deliver notices to the following address:

BONNEVILLE POWER ADMINISTRATION
ATTN KSCS-4 (BPA CP)
PO BOX 3621
PORTLAND, OR 97208-3621

Phone: 503-230-4226
E-Mail: customerportal@bpa.gov

- (b) The Customer shall notify BPA of any actual or suspected loss, compromise or unauthorized use of the CP, including the Customer's CP account access information.

7. ENTIRE AGREEMENT

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

8. CUSTOMER ACCEPTANCE

The Customer agrees to the terms and conditions for use of the CP contained in this Agreement. The signatory represents that they are authorized to enter into this Agreement on behalf of the Party for which they sign.

Customer Legal Name: _____

Name (Print/Type): _____

Signature: _____

Title: _____

Date: _____



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: March 28, 2018

RE: Approve Agreement with Power Engineers for 46 kV relocation design associated with the Heritage Park Project

In accordance with Idaho Code, public entities are required to solicit proposals for engineering services unless the contract is based on a not-to-exceed dollar threshold of \$25,000 or if a previously issued professional service contract has been awarded for an associated phase of a project. When a professional services contract has previously been awarded to a firm for an associated project, the public entity may, at its discretion, negotiate a professional services contract with that firm without solicitation (I.C. 67-2320 (4)).

In 2009, Idaho Falls Power solicited proposals from engineering firms to complete design of the river crossing at Rack Substation near the Sunnyside Road Bridge. Following a thorough review of the proposals, Power Engineers was selected to complete the design of the river crossing project. The river crossing project was constructed, based on Power Engineers design, in 2010.

Idaho Falls Power is contemplating relocation of the 46 kV power line associated with the Heritage Park Project. This relocation project would commence with the western most steel tower constructed as part of the river crossing project and extend to Sunnyside Road. Given the need for structural review of the existing steel tower based on proposed changes in line configuration, Power Engineers is uniquely qualified to conduct this analysis as their original design led to construction of that steel pole.

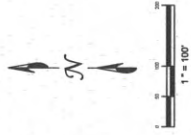
Attached is a General Services Agreement with Power Engineers for design associated with relocating the 46kV power line around Heritage Park for a cost of \$67,709. Idaho Falls Power has budgeted both expenses and revenues for this project. The City Attorney has reviewed the agreement.

Idaho Falls Power respectfully requests that City Council approve the General Services Agreement with Power Engineers for \$67,709 and authorize the Mayor to sign the document.

Attachment

JRF/1039/cw

C: City Clerk
City Attorney
File





GENERAL SERVICES AGREEMENT

**POWER Engineers, Inc.
3940 Glenbrook Drive
Hailey, Idaho 83333
(208) 788-3456
(208) 788-2082 (fax)**

and

**Idaho Falls Power
140 S. Capital
Idaho Falls, ID 83402
(208) 612-8430**



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GENERAL SERVICES AGREEMENT

This General Services Agreement ("Agreement"), is entered into by and between POWER Engineers, Inc. (hereinafter "POWER") with its principal place of business located at 3940 Glenbrook Drive, Hailey, Idaho 83333 and Idaho Falls Power (hereinafter "Client") with its principal place of business located at 140 S. Capital, Idaho Falls, ID 83402.

SECTION 1: PERFORMANCE OF SERVICES

1.1 Effective Date

The effective date of this Agreement shall be the date of execution by the parties below. This Agreement shall terminate three (3) years from the Effective Date, unless mutually agreed in writing and addendum hereto.

1.2 Services to be Performed by Engineer

The general engineering services required by Client shall be performed as Client may from time to time request, and as mutually agreed between Client and POWER and incorporated into a task order ("Task Order"), a form of which is attached hereto. At Client's request, POWER shall prepare a description of Services ("Proposal") for each Task Order requested by Client. All Task Orders and related Proposals shall be subject to the terms and conditions of this Agreement, and incorporated herein by this reference. In the event of any ambiguity or inconsistency between the terms of this Agreement and any attached Task Order and related Proposal, it is agreed that the provisions contained in the Task Order and related Proposal shall control. Written approval of the Proposal by Client shall constitute agreed upon Services.

1.3 Standard Of Care

POWER represents that it will perform its services in accordance with generally accepted professional practices existing at the time of performance for the locality where the services are performed. NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE PERFORMANCE OF THE SERVICES PROVIDED.

1.4 Authorization To Perform

POWER represents it is appropriately licensed and registered to perform its Services in the location(s) contemplated by this Agreement.

1.5 Site Observation

If required within the scope of POWER's Services, POWER shall make visits to the site at intervals appropriate to the various stages of construction as POWER deems necessary in order to observe the progress of Contractor(s)' work. POWER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work. POWER shall not have any authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their Work. Accordingly, POWER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.



It is understood and agreed that POWER shall have no constructive use or control of Owner's site, and therefore shall have no responsibility whatsoever for construction site safety. Such responsibility has been wholly vested in the general contractor.

1.6 Estimates

In providing quantity estimates or opinions of probable construction cost, the Client understands that POWER has no control over the cost or availability of labor, equipment or materials, or over market conditions or the general contractor's method of pricing, and that POWER's estimates are made on the basis of Power's best judgment and experience. POWER makes no warranty, express or implied, that the bids or negotiated cost of the Work, or estimated quantities will not vary from estimates provided and accordingly, Client releases POWER from any and all liability arising from inaccurate estimates, whether such liability or claims are based upon breach of contract, negligence, breach of warranty or any other legal theory.

SECTION 2: CLIENT RESPONSIBILITIES

Client shall timely provide all criteria and information as may be identified by POWER. POWER may use such information, requirements, reports, data, surveys and instructions in performing its Services and is entitled to rely upon the accuracy and completion thereof. Client shall designate a person to act with authority on Client's behalf with respect to all aspects of the project. Client shall examine and respond promptly to POWER's submittals and requests. Client shall give prompt written notice to POWER whenever Client observes or otherwise becomes aware of any defect in the Work.

Client acknowledges that certain increased costs and changes in the Work may be required because of possible omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by POWER, and therefore, that the final construction cost of the Work may exceed anticipated construction costs. The Client further agrees to make no claim by way of direct or third-party action against POWER or its subconsultants with respect to any increased costs or changes in the Work within the contingency amount because of such changes, increased costs, or because of any claims made by the general contractor relating to such changes.

SECTION 3: COMPENSATION

In consideration for the Services performed by POWER, Client shall pay POWER the compensation as set forth in the Task Order. Invoices will be submitted by POWER periodically, approximately once a month and are due within thirty (30) calendar days of invoice date. If Client objects to all or any portion of an invoice, Client shall notify POWER within seven (7) calendar days of invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. All outstanding balances will accrue a finance charge of 1.0% per month for each month the invoice is outstanding.

The agreed upon Contract Price does not include an amount to pay for any taxes, fees, or assessments applicable to the Work, with the exception of applicable employment taxes. Any taxes, fees, or assessments enacted by local, state, or federal government required to be paid, will be added to amounts due to POWER under this Agreement.



SECTION 4: DELAYS

POWER shall not be responsible for delays caused by factors beyond POWER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of POWER's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond POWER's reasonable control occur, the Client agrees that POWER shall not be responsible for any damages, nor shall POWER be deemed to be in default of this Agreement. In the event of such delay, the Schedule shall be extended for a period of time equal to such delay and POWER shall be compensated for any costs, expenses or damages incurred as a result of such delay.

SECTION 5: CHANGES IN THE SCOPE OF WORK

5.1 Change Orders

- (a) Client, without invalidating this Agreement, may order changes in the scope of work consisting of additions, deletions, or other revisions, POWER's compensation and the design completion date being adjusted accordingly. All such changes in the Project shall be authorized by Change Order, signed by Client and POWER. POWER shall not be required to perform out-of-scope or extra work without its written approval.
- (b) A Change Order is a written order to POWER, signed by the Client (or its authorized agent) and POWER, issued after the execution of this Agreement, authorizing an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule.
- (c) The increase or decrease in the Contract Price and change in Schedule resulting from a change in the Project shall be determined by mutual agreement.
- (d) Subject to (e) below, if the parties are unable to agree to a Change Order, POWER, upon receipt of a written order signed by Client, shall promptly proceed with the Services involved. The cost of such additional Services shall then be determined on the basis of the actual time and expense incurred for performing the Services attributed to the change, charged at the rates set forth in the Schedule of Charges. In such case, POWER shall maintain a separate time and expense accounting for the additional Services. The amount of decrease in the Contract Price resulting from any deletion or change will be the amount of the actual net decrease computed by POWER. When both an increase and decrease occur in any one change order, the change in compensation shall be calculated by adding the increase or subtracting the decrease to arrive at a net change.
- (e) If the parties are unable to come to agreement on the terms of a Change Order within thirty (30) days, they shall submit the dispute to resolution pursuant to Section 13 of this Agreement.

5.2 Changed Conditions

POWER's Services and any known conditions are as set forth in the Contract Documents. If conditions differ materially from those set forth in the Contract Documents, then the Contract Price and the Schedule shall be equitably adjusted by Change Order.



5.3 Differing Site Conditions

- (a) POWER's Services are based on certain conditions as set forth in the Contract Documents. POWER shall promptly notify Client of the following unforeseen conditions, hereinafter called "Differing Site Conditions."
- i. Subsurface or latent physical conditions at the site of the Services differing materially from those indicated, described, or delineated in the Contract Documents; and
 - ii. Physical conditions at the site of the Services of an unusual nature differing materially from those ordinarily encountered and generally expected; and
 - iii. Hazardous or toxic materials.
- (b) Client shall promptly review the Differing Site Conditions to determine the necessity of obtaining additional explorations, tests, or engineering services with respect thereto, and shall advise POWER, in writing, of how the Client wishes to proceed. Such determination by Client shall be made within five (5) business days of notice from POWER of the Differing Site Condition(s). If the Client determines that because of the Differing Site Condition(s) a change in the Services is required, a Change Order shall be issued to reflect and document the consequences of the Differing Site Condition(s).
- (c) In each such case, an adjustment in the Contract Price or an extension of the Schedule, or any combination thereof, shall be granted to POWER to the extent any adjustment or extension is attributable to any such Differing Site Condition(s).

SECTION 6: SUSPENSION AND TERMINATION

6.1 Suspension

In the event the Project is suspended for longer than thirty (30) days, POWER shall have the right to terminate this Agreement.

6.2 Termination For Cause

Either party shall have the right to terminate this Agreement should the other fail to cure any material breach of this Agreement within seven (7) days notice from the non-breaching party.

6.3 Termination For Convenience

Client shall have the right to terminate this Agreement for convenience after providing POWER seven (7) days written notice.

6.4 Termination Compensation

In case of such termination, POWER shall be paid:

- (a) For completed and acceptable Services executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Services;
- (b) For expenses sustained prior to the effective date of termination in performing Services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Services, plus fair and reasonable sums for overhead and profit on such expenses;



- (c) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and
- (d) For reasonable expenses directly attributable to termination.

SECTION 7: INDEMNIFICATION

POWER agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any claim, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by POWER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom POWER is legally liable. Notwithstanding the above, POWER's obligation to indemnify and hold harmless shall extend only to POWER's percentage of negligence contributing to such claim, damage, loss or expense on a comparative basis of fault and responsibility between POWER and Client. It is the express intent of this indemnity clause that POWER shall not be obligated to indemnify Client for Client's own negligence.

Client agrees, to the fullest extent permitted by law, to indemnify and hold POWER harmless from any claim, damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising in whole or in part and in any manner from the acts or failure to act, omissions, breach or default of Client, or those of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. In addition, to the fullest extent permitted by Idaho Code Client agrees to indemnify, and hold POWER harmless from or against any claim or allegation that any process, technology, equipment, materials or information provided by Client in connection with this Agreement constitutes an infringement of any U.S. patent, trade secret, trademark, copyright or other proprietary rights of any third party.

The indemnification obligations of POWER provided in this Section shall expire on the fifth year anniversary from the termination or completion of POWER's professional services provided under this Agreement.

SECTION 8: INSURANCE

8.1 Limits

During the performance of the Services under this Agreement, POWER shall maintain the following insurance:

- (a) General Liability insurance with bodily injury and property damage limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (b) Automobile Liability insurance with bodily injury and property damage limits of \$1,000,000 for each accident.
- (c) Workers' Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of \$500,000 for each occurrence.
- (d) Professional Liability insurance with limits of \$1,000,000 annual aggregate.

8.2 Endorsements

Client shall be named as an additional insured on policies (a) and (b) listed above to the extent claims arise from the Services which are performed pursuant to this Agreement.



8.3 Proof Of Insurance

POWER shall furnish to Client a certificate of insurance evidencing the above and including a provision that such insurance shall not be canceled without at least thirty (30) days written notice to Client.

SECTION 9: LIMITATION OF LIABILITY

Client agrees to limit POWER's liability, to the Client and to all persons having contractual relationships with the Client, for insurable events arising from POWER's performance to the insurance limits stated in Section 8, above, or to the total compensation received by POWER, for the Services under which the liability arises, whichever is less. POWER's liability for non-insurable events including breach of contract or breach of warranty shall not exceed \$100,000.00.

Neither POWER nor Client nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

SECTION 10: INDEPENDENT CONTRACTOR

POWER agrees that it is an independent contractor and not an agent, joint venturer, partner or employee of the Client, nor is it entitled to any employee benefits provided by the Client. POWER shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees as applicable.

SECTION 11: DOCUMENTS

11.1 Ownership and Reuse of Documents

- (a) The Client acknowledges that POWER's drawings and specifications, including all documents on electronic media, are instruments of service for use solely with respect to this Project and, unless otherwise provided, POWER shall be deemed the author of the drawings and specifications and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies, of the drawings and specifications for the Client's information, reference and use in connection with the Project. The Client agrees to waive any claim against POWER arising from any unauthorized transfer, reuse or modification of the drawings and specifications.
- (b) Electronic files furnished by POWER shall be subject to an acceptance period of thirty (30) days during which the Client agrees to review and/or perform appropriate acceptance tests. POWER shall correct any discrepancies or errors detected and reported within the acceptance period at no charge to the Client. After the acceptance period, the electronic files shall be deemed to be accepted and POWER shall have no obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the signed or sealed hard-copy documents prepared by POWER and the electronic files, the hard-copy documents shall govern.



- (c) The Client agrees, to the fullest extent permitted by law, to indemnify and hold POWER harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client.

11.2 Documents Supplied by Others

The parties agree that from time to time POWER may need information from Client for the rendering of the Services hereunder and Client agrees to provide POWER such information as is then available. Client recognizes that it is impossible for POWER to assure the sufficiency and accuracy of such information. Accordingly, Client waives any claim against POWER for liability or injury or loss allegedly arising from errors, omissions, or inaccuracies in documents, drawings, plans or data provided to POWER by Client or by other third parties. If any of the work or Services must be redone because of errors in drawings, plans, or data supplied to POWER, then POWER shall be compensated for such extra Services and the Schedule shall be adjusted accordingly.

SECTION 12: CONFIDENTIALITY

It is understood that the parties may supply to each other confidential or proprietary data during the performance of this Agreement. The parties agree to protect such data from disclosure to outside parties, except where access to such data is necessary for the purpose of performing the services hereunder or where such data is required to be disclosed pursuant to the Idaho Public Records Act, Idaho Code Title 74 Chapter 1. Such data shall be marked "Confidential" or "Proprietary" or defined as confidential or proprietary in a separate writing. This confidentiality requirement shall not apply to data that is known to the parties prior to the execution of this Agreement or is in the public domain. In the event such data is subpoenaed by court order, or other legal process, the receiving party shall notify the other party within five (5) business days of receipt of such court order or legal process. In the event that Client and POWER have signed a separate Confidentiality or Non-Disclosure Agreement, then such Agreement shall supersede this Section 12.

SECTION 13: DISPUTE RESOLUTION

13.1 Exclusive Manner of Dispute Resolution

Unless otherwise agreed to by the parties, the sole means and method of resolving disputes shall be as set forth in this Agreement.

13.2 Negotiation Between Executives

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Work performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that party's position and documentation supporting that parties claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving party shall respond in kind within fifteen (15) days of the date of notice. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved, either



party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties.

13.3 Mediation

In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations pursuant to Section 13.2 above following the Commercial Mediation Rules published by the American Arbitration Association. Unless the parties agree otherwise, mediation shall be held in Boise, Idaho. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.

13.4 Notice

Notice of the demand for mediation shall be filed in writing with the other party to this Agreement. The demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

13.5 Costs and Fees

The parties shall share equally the costs and fees of the mediator. Each party shall pay its own costs and attorneys' fees incurred in mediation or any subsequent litigation.

SECTION 14: MISCELLANEOUS

14.1 Notices

Any notice hereunder shall be deemed served as follows (i) by hand delivery in writing (ii) by overnight carrier, or (iii) by certified mail service, return receipt requested. No faxed or e-mailed Notices will be accepted. Notices shall also be served to the business address identified below, or to the address specified in the Task Order for a particular project:

For POWER:

Greg Clark
POWER Engineers, Inc.
3940 Glenbrook Dr.
P.O. Box 1066
Hailey, ID 83333

For IFP:

Idaho Falls Power
140 S. Capital
Idaho Falls, ID 83402

14.2 Applicable Law and Venue

This Agreement and all rights, obligations, liabilities, and responsibilities of the parties hereto shall be governed by, construed, and enforced in accordance with the laws and venue of the State of Idaho.



14.3 Subcontractors

At its request, Client shall have the right to pre-approve the subcontracting of any services to be performed under this Agreement, which approval shall not be unreasonably withheld.

14.4 Successors and Assigns

Client and POWER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement. This Agreement shall not be assigned by either party without the other party's express written consent. Provided, however, POWER shall be entitled to subcontract portions of its work to other companies in which POWER has an ownership interest without first obtaining the written consent provided for under this Section.

14.5 Equal Opportunity Employment

POWER and Client expressly agree not to discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or disability and shall during the performance of this Agreement comply with all applicable Executive Orders and federal regulations.

14.6 Entire Agreement

The terms and conditions herein represent the entire agreement between the parties, and shall not be modified except by written instrument duly executed by both parties.

14.7 Severability

If any provision of this Agreement is held to be in violation of any applicable law rendering such provision void and unenforceable, such provision shall be deemed severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

14.8. Survival

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

14.9 Counterparts

This Contract may be executed simultaneously, by a duly authorized representative in counterparts and by facsimile or e-mailed signature, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

This Agreement is effective this 22nd day of February 2018.



Idaho Falls Power

By: _____

Printed: _____

Title: _____

POWER Engineers, Inc.

By: Greg Clark

Printed: Greg Clark

Title: Sr. Project Manager I



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: April 4, 2018

RE: Approve purchase of traffic cabinets from Econolite

In accordance with Idaho Code 67-2806, (public entities are required to solicit formal quotes/informal bids when purchasing equipment valued between \$50,000-99,999), Idaho Falls Power solicited quotes from four companies for purchase of three traffic cabinets. Only one company responded, Econolite, with a quote of \$67,800. Idaho Falls Power budgeted \$70,000 in the FY17/18 budget.

Idaho Falls Power respectfully requests that City Council authorize a contract with Econolite in the amount of \$67,800.

Attachment

JRF/1044

C: City Clerk
City Attorney
Purchasing
File

Date: April 4, 2018

To:	Idaho Falls	Re: Idaho Falls Power TS2 Type 1 Modular Traffic Cabinet Assemblies with Integrated Battery Backup Systems
	Attn: Bruce Scholes	

Item #	Part #	Qty	Description	Price per	Extended
1	16463-01-UPS	3	Cabinet: Stretch P Type cabinet wired 16-position UL approved enclosure wired complete to TS2 Standard. Furnished with a 16 position back panel with the following accessories. (1) Cobalt ATC TS2 Controller Part No.COB21120110000 (1) MMU16LEIP (16) Solid State 25 Amp Load Switch's (1) Solid State TS2 Flasher (6) Electro Mechanical Flash Transfer Relays. (4) Binary interface units (1) External 24 volt power supply (1) 12 Position Detector rack wired for (8) four Channel DETECTORS AND (2) TWO CHANNEL OPTICOM PHASE SELECTORS. POWER RELAY SHALL BE SOLID STATE ELECTRONIC RELAY RATED AT 480 VOLTS. (1) Blue Earth(Zink5) Power Inverter (2) Nickel/Zink Stealth Batteries Extra Cabinet Shelf & UPS Bypass Switch THREE (3) COMPLETE SETS OF DRAWINGS AND KEYS FURNISHED WITH EACH CABINET CABINET TO BE WIRED TO IDAHO FALLS POWER STANDARD, IPF #925-950-00002	\$22,600.00	\$67,800.00
SubTotal					\$67,800.00
Shipping & Handling*					Included
Taxes**					Exempt
TOTAL					\$67,800.00

Quote Valid For: 60 DAYS
 FOB: Econolite Factory
 Terms: Net 30 days from date of shipment
 *Shipping: Included
 **Taxes: Not Included

Jeff Wolf

Jeff Wolf
 Office: 503-684-0005
 jwolf@econolite.com

Delivery: 10 weeks ARO, approved credit terms and submittal approval when applicable

7272 SW Durham Road, Suite 750, Portland, OR 97224

ECONOLITE

aegis

ECONOLITE

California Chassis

Safetran

www.econolitegroup.com





MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: March 27, 2018

RE: Transfer of City Property Request to Roberts Idaho Fire District

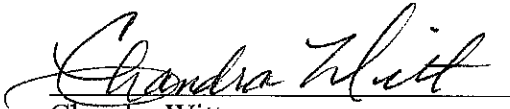
The Idaho Falls Fire department recently replaced Fire engine unit #49 using Municipal Equipment Replacement Funds (MERF). Unit 49 is a 1988 Pierce fire engine that has reached its useful life expectancy of 25 years based on the NFPA 1901 recommendation. The estimated surplus value of unit 49 is less than \$5,000. In lieu of placing the engine in surplus, the Idaho Falls Fire Department is requesting authorization to transfer ownership of unit #49 to the Roberts Idaho Fire District. The Fire Department and Municipal Services have consulted with the City Attorney regarding this transfer of property.

In accordance with Idaho State Statute 67-2322- Transfer of property by local unit of government to other government body authorized. In addition to any other general or special powers vested in counties, school districts, community college districts, highway districts, fire districts, irrigation districts, drainage districts, sewer districts, hospital districts, health districts, cemetery maintenance districts and airports for the performance of their respective functions, powers or duties on an individual, cooperative, joint or contract basis, said units of the government or districts shall have the power to convey or transfer real or personal property to another such unit or to the United States, state of Idaho, any city or village with or without consideration. Such conveyance or transfer may be made without consideration or payment when it is in the best interest of the public in the judgment of the governing body of the granting unit.

Respectfully,


Pamela Alexander

Municipal Services Director


Chandra Witt
General Services Administrator



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

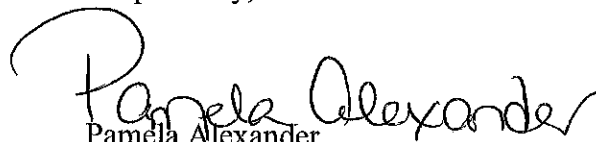
DATE: April 3, 2018

RE: Bid IF-18-13, Replacement Sander Flusher Hooklift Truck for Public Works

It is the recommendation of the Municipal Services Department and the Public Works Department to accept the lowest responsive, responsible bid from Metroquip of Meridian, Idaho to provide a new 2018 sander flusher hooklift truck for the lump sum amount of \$291,897.00. This purchase replaces unit #63, a 1994 sander flusher unit that has reached its useful life and scheduled for replacement. The total amount of \$291,897.00 includes a trade-in allowance of \$5,500.00.

Funds to purchase the replacement sander flusher hooklift truck are budgeted in the 2017/2018 Municipal Equipment Replacement Fund (MERF) budget for a total of \$300,000.00.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator

City of Idaho Falls

P. O. BOX 50220
IDAHO FALLS, IDAHO 83405
PHONE: (208) 612-8433
FAX: (208) 612-8536

Office of Purchasing Agent

Opening Date: March 6, 2018

TABULATION BID IF-18-13

One (1) 2018 or Newer Cab and Chassis with a Hook lift and a One (1) Water Tank/Flusher Body and One (1) Sander/Spreader Body

BIDDER	Metroquip Meridian, ID	Cobalt Truck Equipment (A) Nampa, ID	Cobalt Truck Equipment (B) Nampa, ID
One (1) 2018 or Newer Cab and Chassis with a Hook lift and a One (1) Water Tank/Flusher Body and One (1) Sander/Spreader Body			
CAB AND CHASSIS			
Manufacturer	International	International	Peterbilt
Year	2019	2019	2019
Model	HV513	HV513	348
SALT/SAND SPREADER			
Manufacturer	Henderson	Henke	Henke
Year	2018	2018	2018
Model	FSH-III 40955	HX-2000	HX-2000
WATER TANK/FLUSHER UNIT			
Manufacturer	Ochoco	Klein Products	Klein Products
Year	2018	2018	2018
Model	KF438BSRL-HL	K400 Traphook	K400 Traphook

BIDDER	Metroquip Meridian, ID	Cobalt Truck Equipment (A) Nampa, ID	Cobalt Truck Equipment (B) Nampa, ID
HOOK LIFT			
Manufacturer	Stellar	Swap Loader	Swap Loader
Year	2018	2018	2018
Model	Slider 40	SL-400	SL-400
SNOW FLOW			
Manufacturer	Henderson	Henke	Henke
Model	11'RSP	42R11IS, ECT-11FT	42R11IS, ECT-11FT
Delivery Time of Complete Unit	210 Days ARO	8 Months	8 Months
Price Without Trade-In	\$297,397.00	\$324,925.00	\$320,517.00
Trade-in Allowance #63WR	\$5,500.00	\$5,500.00	\$2,500.00
PRICE WITH TRADE-IN	\$291,897.00	\$319,425.00	\$318,017.00



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

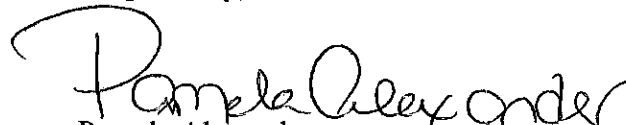
DATE: March 29, 2018

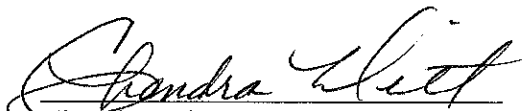
RE: Bid IF-18-14, Phase I, Renovation for the Idaho Falls Civic Center for the Performing Arts

It is the recommendation of the Idaho Falls Civic Center for the Performing Arts committee and the Municipal Services department to accept the lowest responsive, responsible bid from Big D Construction of Rexburg, Idaho for a total of \$324,334.00. Phase I renovations with this contract award are described in detail in the bid specifications and addendum #1.

Funds for the phase I renovations identified in this bid tabulation are budgeted in 2017/18 Fund 050, Civic Auditorium CIP, 7801, Building Improvements for \$800,000.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator

City of Idaho Falls

PO BOX 50220
IDAHO FALLS, IDAHO 83405
PHONE: (208) 612-8433

Office of Purchasing Agent

Opening Date: March 27, 2018

TABULATION BID IF-18-14

Phase 1 Renovation for Idaho Falls Civic Center

BIDDER	Big D Construction	Rivers West Construction	Eagle Rock Timber
	Rexburg, ID	Idaho Falls, ID	Idaho Falls, ID
Addendums	Yes	Yes	Acknowledged/not attached or signed
Public Works License	PWC-C-11783	013042-AA-3	13931-AAA-1-2-3-4
Lump Sum Amount of bid <u>without</u> Paint or Polish Concrete Floor	\$271,874.00	\$484,180.00	\$299,491.00
Alternate #1 – Paint Concrete Floor	\$32,062.00	\$58,580.00	\$36,000.00
Alternate #2 – Polish Concrete Floor	\$52,460.00	\$43,930.00	\$35,000.00
Lump Sum Total with Painting Concrete Floor	\$303,936.00	\$542,760.00	\$335,491.00
Lump Sum Total with Polishing Concrete Floor	\$324,334.00	\$528,110.00	\$334,491.00

PART II: TECHNICAL PROVISIONS:

GENERAL CONTRACTOR BID WORK:

- 1) Remove existing theater seats, grind off bolts, transport seats to landfill.
- 2) Remove existing floor covering in main floor, balcony and vestibule.
- 3) Patch concrete floor where bolts were removed and other defective areas, located on the main floor of the auditorium.
- 4) Patch the approximately six (6) 6" round areas where the concrete walls (in balcony area) need patching.
- 5) Paint/Vinyl:

Paint existing walls and ceilings on main floor and balcony areas.

Paint existing tiles that are attached to wall and ceiling in balcony area.

Paint the balcony interior walls and ceiling.

Paint or Polish concrete floor. See Bid Alternates.

Paint walls and ceiling, and tiles attached to walls/ceiling, in vestibule area and stairs off balcony to mezzanine level and stair wells exiting to mezzanine.

Paint stairwells left and right of stage, paint 2 block concrete columns on each side of stage, and paint above stage, as per the attached drawing.

Paint Balcony Stair Railing.

The areas to be painted are identified on attached four (4) drawings/photos, along with the desired paint colors.

Color numbers below: Satin Finish

- A. Ceiling Color: Sherwin Williams, Ceiling Bright White, Locator #257-C2, SW7007
- B. Wall Color: Sherwin Williams, Coquina, Locator #230-C4, SW9158
- C. Wall Color: Sherwin Williams, Poetry Plum, Locator #230-C-6, SW6019
- D. Trim Color: Valspar, Gold Leaf, Brilliant Metals EE2073 B Luminary
- E. Railing Color Black Satin
- F. Procure and install vinyl on main floor, balcony, and vestibule walls as identified on drawings/photos. New vinyl is to be installed over existing vinyl.

Vinyl Color/Type: koroseal, Insight, Royalty 6322-70 Pattern #63476322703

- A. Procure and install new floor coverings on main floor, balcony, and vestibule,.

Carpet: Mohawk Group, Elegant Fracture KC189, 494 Luscious

- 6) Install owner provided new speaker grills on each side of stage.
- 7) Contractor will be required to provide a detailed Work Schedule to demonstrate ability to complete project within the allotted time frame of June 27, 2018-October 1, 2018.
- 8) Theater seats will be purchased and installed separate from the Contractor's scope of work. However, Contractor will be required to coordinate with Seating Company, timeline of installation of seats. Projected date of installation is September. Contractor will be required to provide protection for the newly installed seats, until completion of project.

CITY OF IDAHO FALLS

PURCHASING DEPARTMENT
IDAHO FALLS, IDAHO
Phone 208-612-8433

ADDENDUM #1

INVITATION TO BID NUMBER: IF-18-14

Phase I Renovation Idaho Falls Civic Center for the Performing Arts

To All Bidders

March 6, 2018

NOTE: DUE TO NUMBER OF CHANGES, BID OPENING WILL BE CHANGED

BIDS WILL BE OPENED
MARCH 27, 2018
11:00 AM
CITY HALL CONFERENCE ROOM

Please note the following clarifications in Technical Provision:

Part II: Technical Provisions:

General Contractor Bid Work:

Item # 1 Remove Existing Theater Seats: Contractor will contact Pacific Recycling 2 weeks prior to seat removal. Pacific Recycling will provide dumpsters to put seat in and will haul seats away as need. Contact Name is Kevin Greener at 529-4180.

Item # 5 Paint/Vinyl:

Interior Finishes

Walls in the main Auditorium:

Primer: B79W08810 - ProBlock® Interior Oil-Based Primer White

This is a blocking primer, and will help with any of the adhesion problems.

Topcoat: B41W01953 - PM200 HP 0 LGE DB

Ceilings in the main Auditorium:

2 Coats: B66W00561 - Pro Industrial Multi-Surface Acrylic Eg-Shel Coating Extra White

This is great to spray and has excellent adhesion, will also dry fall out in ten feet. Can be tinted to ceiling white

Light fixtures will need to be taped off and cleaned. Speakers outside rim taped off but paint may go over speaker portion. Clean and tape off HVAC Supply Grills.

(E) Railing color: Paint balcony stair railings and all handrails: **Black Oil Gloss Enamel paint, Scuff before painting.**

Back Walls of Auditorium and Balcony that have fabric on the back, will remain as is. No Paint needed. Back walls without fabric will be painted as the attached drawings in the bid specification.

Additional Items to paint: Balcony Exit Doors: Poetry Plum

Carpet: Clarification: Carpet will be installed in the aisles, vestibule, balcony stair wells (4) sets of stairs, (2) balcony walk-ways and balcony aisles.

Commercial Grade 1/4" Padding will be required under the carpet.

Item #6

Remove (2) grills off speakers from main stage and install owner provided speaker grills.

Alternate for Polish or Painted Floor:

Floor Paint

Coat 1: B65A00775 - ArmorSeal® 1K Water based Urethane Haze Gray

Part A Epoxy for floors

Coat 1: B60VQ0033 - ArmorSeal® 33 WB Epoxy Primer Sealer (Part B) Hardener

Part B Hardener

Mix Part A and Part B together and apply.

Topcoat: KB58CQ033 - ArmorSeal® 33 WB Epoxy Primer Sealer (Part A and B) 1 Gal Kit Clear

This is a clear coat over the top of the Gray coat to give long lasting protection.

Polish: 200 grit and sealed with color Polish.

Additional information:

Attached PDF drawings are being submitted as requested.

Data pages for paint specifications attached.

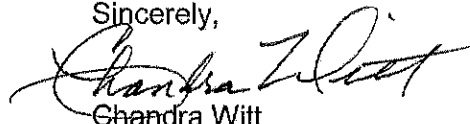
Contacts:

Brad McKinsey, McKinsey Management Services, Inc., Project Manager: 208-681-6516 email: bam3411@gmail.com

Ed Morgan, Manager Civic Auditorium: Ed will have keys and is contact for questions and also for access to Auditorium. Call: 208-709-2093 Email: emorgan@idahofallsidaho.gov

The City of Idaho Falls reserves the right to accept or reject any proposal.

Sincerely,



Chandra Witt
General Services

All bidders shall acknowledge receipt and acceptance of this Addendum #1 by signing in the space provided below and **submitting the signed Addendum with their bid.**

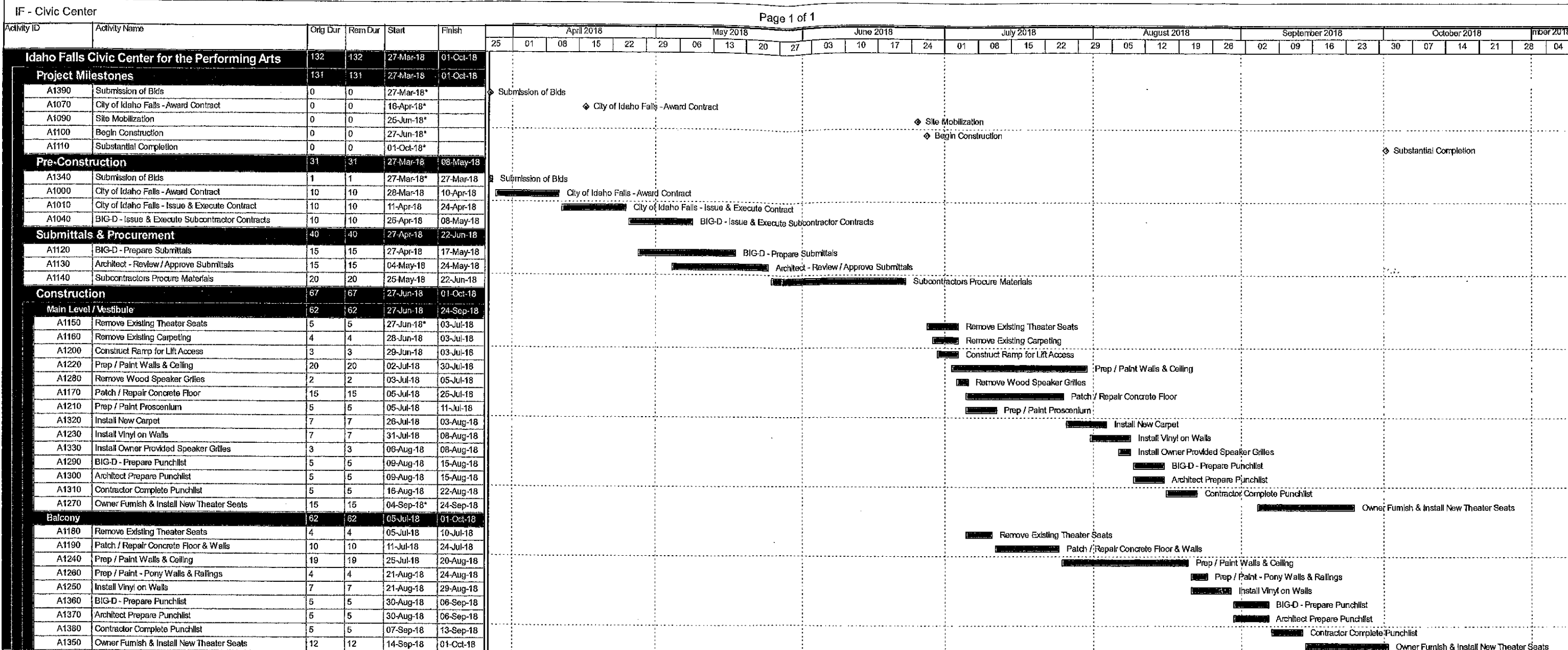
BIDS SUBMITTED WITHOUT THIS ADDENDUM AND SIGNED BY A COMPANY REPRESENTATIVE WILL BE CONSIDERED INVALID.

Receipt acknowledged and conditions agreed to this ___ day of _____
_____, 20__

Company _____

By: _____

Title _____





MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

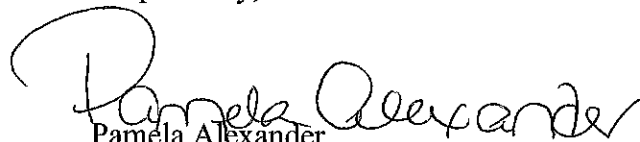
DATE: April 9, 2018

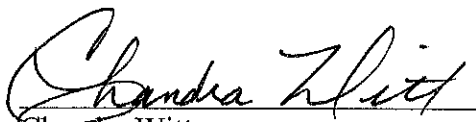
RE: Bid IF-18-16, Idaho Falls Civic Center for the Performing Arts Theater Seating

It is the recommendation of the Idaho Falls Civic Center for the Performing Arts committee and the Municipal Services department to accept the lowest responsive, responsible bid from Highmark Capital, DBA Office Environment Company for a total of \$427,276.00. The purchase of theater seating is part of the Phase I renovations of the Idaho Falls Civic Center for the Performing Arts. The contract award will purchase approximately 1,850 seats, with cup holders for \$230.96 per seat, including the installation.

Funds for the theater seating identified in this bid tabulation are budgeted in 2017/18 Fund 050, Civic Auditorium CIP, 7801, Building Improvements for \$800,000.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator

PROPOSAL

IDAHO FALLS CIVIC CENTER FOR THE PERFORMING ARTS CENTER THEATER SEATS AND INSTALLATION

To: The Purchasing Agent
City of Idaho Falls
Idaho Falls, Idaho

Having carefully examined the Advertisement for Bids, Instruction to Bidders, Form of Contract Agreement, Performance Bond, Payment Bond, General Conditions for the Contract, Supplementary General Conditions and the detailed Specifications in connection providing Theater Seating and Installation for the Idaho Falls Civic Center for the Performing Arts Center, for the City of Idaho Falls at Idaho Falls, Idaho, as well as the premises and conditions affecting the work, the undersigned hereby proposes to undertake and complete the work embraced in this improvement by furnishing all materials, labor, tools and equipment, etc., as required in accordance with the aforementioned documents prepared by the Purchasing Department.

An Agreement shall be executed by the City of Idaho Falls on the above work and named compensation on the form provided by the City of Idaho Falls.

The undersigned agrees, if awarded the Contract, to execute and deliver to you within ten (10) days after having been given notice of the award, a satisfactory Performance Bond and Payment Bond in the form provided in the Specifications in the penal sum of not less than the amount of the Contract to guarantee the performance of the Contract and the prompt payment of all obligations thereunder. The successful bidder also agrees to commence work as scheduled thought the General Contractor for the Idaho Falls Civic Center for the Performing Arts Center Renovation Phase I.

The City of Idaho Falls, reserves the right to reject any or all bids and to waive informalities.

Pursuant to the requirement of the Idaho Session Laws of 1953, Idaho Code Section 67-2310, the names and addresses of the subcontractor(s) to whom work will be awarded are subject to the approval of the City representative, if the undersigned is awarded the Contract.

Note: The bidder shall be solely responsible for completing ALL SPACES BELOW:

1. The undersigned agrees, if awarded the Contract, that he will commence work under the Contract on the date to be specified in writing by the City of Idaho Falls.
2. The undersigned notifies that he is domiciled in the State of Idaho.
3. Acknowledgement of Addendums(s) N-A.
4. Public Works Contractors License Number: PWC-C-15244.
5. Subcontractor's Public Works License Number PWC-C-15244.

PRICE PAGE

REQUIRED FEATURES: All features listed below must be included in base bid.

(For all Items) FAILURE TO INCLUDE STANDARD SPECIFICATION REQUIRED IN
BASE BID MAY BE CAUSE FOR NON-ACCEPTANCE OF BID.

The Bidder will be required to indicate in the space provided after each item, whether they Comply or have any exceptions, substitutions, deletions or any deviations from the specifications as written. Bidder must show proof that any exception is equal or superior to those specified. Please describe the exception on the line provided. If more space is required, list on last page under exceptions or describe on a separate sheet. Indicate the item number and a detail of the exception. Failure to indicate may result in rejection of bid. If an item bid is other than factory standard/option (OEM) please indicate.

SEATING DESCRIPTION & QUANTITY:

Theater Seats- Floor Mounted Units Approximately 1900

MINIMUM SPECIFICATION**EXCEPTIONS/COMMENTS**

- | | |
|---|------|
| 1. Guilford of Maine Revival Upholstery-Lipstick | None |
| 2. Outer-back surfaced with wood veneer stain and
lacquered – 36" overall height back rounded or
straight, helix with reveal on top | None |
| 3. Molded back foam with lumbar support and one
horizontal pleat | None |

- | | |
|--|-------|
| 4. Molded Standard Seat Foam with serpentine spring support or equal performing support mechanism | None |
| 5. Seat bottom metal pan | None |
| 6. Curved concave floor length aisle panels- with LED lighting where needed | None |
| 7. Standard retractable ADA Armrest as recommended | None |
| 8. Hardwood armrests | None |
| 9. Laser Engraved Standard Acrylic Seat Number and Row Identification Plates | None |
| 10. Manufacture recommended attic stock to be included | None |
| 11. Floor Expansion Bolts and Assembly Hardware (Manufacturer Standard) | None |
| 12. Limited number of spare parts as per manufacturer's recommendation | None |
| 13. Anticipated fabrication timeframe for seating | None |
| 14. Please note that main floor seats will require seating to be approximately 20" – 22" which will be discussed at time of field measurements | Noted |

15. Seat Warranty (Please state)

Five Year Seating Concepts Warranty

PRICE PER SEAT: \$ 183.82 Per Seat

PRICE INSTALLATION PER SEAT \$ 31.57 Per Seat

FOB IDAHO FALLS, IDAHO \$ 10.68 Per Seat

ADDITIONAL PRICING:**CUP HOLDER OPTIONS & PRICING PER SEAT**

OPTION: Rear Cup Holder PRICE \$ \$4.37

OPTION: N-A PRICE \$ N-A

FOLD-UP ARM REST BARIATRIC SEATING PRICE PER ARM REST:

PRICE \$ \$5.62

Only 173 Required

SIGNATURE PAGE:

EXCEPTIONS: If the terms and conditions provided on the preceding pages cannot be met, bidders are instructed to note those terms and conditions with which they take exception and give a full explanation.

IF NO EXCEPTIONS ARE TAKEN, WRITE "NONE" AND SIGN BELOW.

****BID PROPOSAL SIGNATURE****


Representative's Signature

Highmark Capital DBA Office Environment Company
Company

Garrett Sherwood
Representative's Name—Printed

623 S. Americana Blvd
Address

gsherwood@oecboise.com
Representative's E-Mail Address

Boise
City

208-577-1002
Telephone

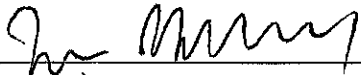
Idaho 83702
State Zip Code

208-385-9392
Fax Telephone

04-06-2018
Date

**SOLE PROPRIETOR, PARTNERSHIP OR LIMITED LIABILITY
COMPANY SIGNATURE**

All persons interested in the submitting of this Proposal or the names of the principal officers of the Partnership or Limited Liability Company are as follows:


(Signature)

Manager
(Title)

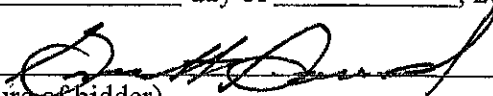
(Signature)

(Title)

(Signature)

(Title)

In witness hereto the undersigned has set his (its) hand this _____ day of _____, 2017.


(Signature of bidder)

Solutions Executive
(Title)

City of Idaho Falls

PO BOX 50220
IDAHO FALLS, IDAHO 83405
PHONE: (208) 612-8433

Office of Purchasing Agent

Opening Date: April 9, 2018

TABULATION BID IF-18-16
IDAHO FALLS CIVIC CENTER FOR THE PERFORMING ARTS
THEATER SEATING

BIDDER	High Mark Capital
	Boise, Idaho
<hr style="border-top: 1px dashed black;"/>	
PRICE PER SEAT:	\$183.82
PRICE INSTALLATION PER SEAT	\$31.57
CUP HOLDER OPTIONS & PRICE PER SEAT	Rear Cup \$4.37
PRICE PER ARM REST	\$5.62
FREIGHT PER SEAT	\$10.68



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

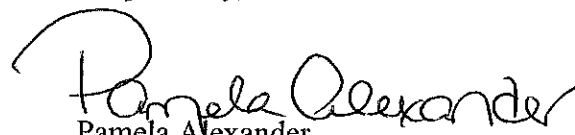
DATE: March 19, 2018

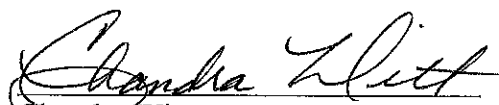
RE: IF-18-N, Self-Contained Breathing Apparatus (SCBA) Compressor Replacement for Fire Department

It is the recommendation of the Municipal Services Department and the Idaho Falls Fire Department to piggyback the Public Procurement Authority (PPA) bid to furnish a self-contained breathing apparatus (SCBA) replacement compressor from Municipal Emergency Services for a total of \$79,231.86.

Funds to purchase SCBA compressor equipment are budgeted in the 2017/2018 Municipal Equipment Replacement Fund (MERF) Budget. Legal has reviewed and approved the use of the Public Procurement Authority bid.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator



3801 Fruit Valley Rd.
Suite C
Vancouver, WA 98660

Quote

Date 2/1/2018
Quote # QT1151810
Expires 6/30/2018
Sales Rep Courtney, Gavin
PO #
Shipping Method FedEx Ground

Bill To
IDAHO FALLS FIRE DEPTM...
343 E St.
Idaho Falls ID 83402
United States

Ship To
IDAHO FALLS FIRE DEPARTMENT
343 E St.
Idaho Falls ID 83402
United States

Item	Alt Item #	Units	Description	QTY	Unit Sales Pri.	Amount
Scott Compressor	8004260		8004260 Scott Compressor STG VERT 4 CYL C/S ASSY	1	12,240.00	12,240.00
Scott Compressor	8004380		8004380 Scott Compressor REG. ASSY, 7000PSI-6000PSI-OUT	1	1,881.00	1,881.00
Scott Compressor	8004440		8004440 Scott Compressor RA W/SENTRY S/F & M/P	1	24,300.00	24,300.00
Scott Compressor	8004553		8004553 Scott Compressor HA 20HP 208VAC 60HZ 3PH	1	37,800.00	37,800.00
Scott Compressor	8004818		8004818 Scott Compressor ASSY, HOSE, 38" 7KPSI	1	546.29	546.29
AB16-0202			CGA 346/7 FILL ADPT W/ SEALOFF	1	128.70	128.70
AB16-0533			CALIBRATION KIT X4	1	316.80	316.80
ABH070700			ASSY,50FT 6KPSI 4JIC FE ENDS H	1	519.07	519.07
Compressor Service Labor	Install Labor		Install Labor	1	1,500.00	1,500.00

Subtotal 79,231.86
Shipping Cost (FedEx Ground) 0.00
Total \$79,231.86

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1151810



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: March 28, 2018

RE: Bid Award – 25th Street Improvements - 2018

On Tuesday, March 27, 2018, bids were received and opened for the 25th Street Improvements - 2018 project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, TMC Contractors, Inc. in an amount of \$451,199.00 and, authorization for the Mayor and City Clerk to sign contract documents.

2-38-29-2-STR-2017-47
2018-24

City of Idaho Falls

Engineering Department Bid Tabulation

Project..... 25th St Improvements - 2018

Number..... 2-38-29-2-STR-2017-47

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

Date..... March 27, 2018

				Engineer's Estimate		TMC Contractors, Inc.		DePatco, Inc.		HK Contractors, Inc.	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES											
209.01.2	Clearing and Grubbing	1	L.S.	\$3,000.00	\$3,000.00	\$1,165.00	\$1,165.00	\$4,900.00	\$4,900.00	\$3,000.00	\$3,000.00
209.02.2	Selective Removal of Tree - Size 6" to 12"	2	EACH	\$1,500.00	\$3,000.00	145.00	290.00	335.00	670.00	1,000.00	2,000.00
209.02.2	Selective Removal of Tree - Size 12" to 18"	1	EACH	\$2,500.00	\$2,500.00	\$565.00	\$565.00	\$435.00	\$435.00	\$1,500.00	\$1,500.00
209.03.2	Removal of Obstructions	1	L.S.	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$3,500.00	\$3,500.00
209.03.4	Removal of Curb and Gutter	564	L.F.	\$6.00	\$3,384.00	\$8.00	\$4,512.00	\$9.00	\$5,076.00	\$10.00	\$5,640.00
209.03.5	Removal of Sidewalk	280	S.Y.	\$15.00	\$4,200.00	\$14.00	\$3,920.00	\$10.70	\$2,996.00	\$20.00	\$5,600.00
209.05.2	Roadway Excavation	2570	C.Y.	\$20.00	\$51,400.00	\$18.70	\$48,059.00	\$19.00	\$48,830.00	\$21.00	\$53,970.00
209.05.2	Roadway Excavation (Soft Spots)	100	C.Y.	\$20.00	\$2,000.00	\$24.70	\$2,470.00	\$25.00	\$2,500.00	\$28.00	\$2,800.00
209.05.4	Geotextile Fabric	8463	S.Y.	\$2.00	\$16,926.00	\$1.25	\$10,578.75	\$2.25	\$19,041.75	\$1.35	\$11,425.05
209.08.3	Granular Borrow (Soft Spots)	100	C.Y.	\$25.00	\$2,500.00	\$31.00	\$3,100.00	\$30.00	\$3,000.00	\$40.00	\$4,000.00
SURFACE COURSES AND PAVEMENT											
309.05.4	1.5" Asphalt Plantmix Pavement for an Overlay	1080	TON	\$75.00	\$81,000.00	\$73.30	\$79,164.00	\$75.00	\$81,000.00	\$95.00	\$102,600.00
309.06.2	3"/8" Street Section	8295	S.Y.	\$30.00	\$248,850.00	\$19.25	\$159,678.75	\$21.00	\$174,195.00	\$26.00	\$215,670.00
309.06.2	4"/10" Street Section	168	S.Y.	\$35.00	\$5,880.00	\$62.30	\$10,466.40	\$33.00	\$5,544.00	\$75.00	\$12,600.00
309.06.3	2"/6" Miscellaneous Section	32	S.Y.	\$30.00	\$960.00	\$23.50	\$752.00	\$31.00	\$992.00	\$72.00	\$2,304.00
INCIDENTAL CONSTRUCTION											
409.01.2	Adjust Manhole Ring	15	EACH	\$500.00	\$7,500.00	\$455.00	\$6,825.00	\$725.00	\$10,875.00	\$700.00	\$10,500.00
409.02.2	Adjust Water Valve Box	13	EACH	\$400.00	\$5,200.00	\$350.00	\$4,550.00	\$380.00	\$4,940.00	\$585.00	\$7,605.00
409.07.2	Pavement Markings (Paint)	1	L.S.	\$3,000.00	\$3,000.00	\$1,545.00	\$1,545.00	\$5,700.00	\$5,700.00	\$3,100.00	\$3,100.00
409.21.2	Repair Sprinkler Systems	1	L.S.	\$6,000.00	\$6,000.00	\$2,270.00	\$2,270.00	\$3,200.00	\$3,200.00	\$3,300.00	\$3,300.00
409.22.2	Milling (Cold Milling)	10807	S.Y.	\$2.75	\$29,719.25	\$1.60	\$17,291.20	\$1.25	\$13,508.75	\$2.25	\$24,315.75
409.26.2	Storm Water Pollution Prevention Plan	1	L.S.	\$5,000.00	\$5,000.00	\$3,300.00	\$3,300.00	\$5,100.00	\$5,100.00	\$3,500.00	\$3,500.00

				Engineer's Estimate		TMC Contractors, Inc.		DePatco, Inc.		HK Contractors, Inc.	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
PORTLAND CEMENT CONCRETE											
509.02.2	Combination Curb and Gutter - Type STANDARD	560	L.F.	\$35.00	\$19,600.00	\$30.00	\$16,800.00	\$26.00	\$14,560.00	\$37.50	\$21,000.00
509.02.2	Combination Curb and Gutter - Type LIP DOWN	10	L.F.	\$30.00	\$300.00	\$30.50	\$305.00	\$27.40	\$274.00	\$52.75	\$527.50
509.03.2	4" Flatwork	200	S.Y.	\$60.00	\$12,000.00	\$52.00	\$10,400.00	\$94.50	\$18,900.00	\$105.00	\$21,000.00
509.03.2	6" Flatwork	75	S.Y.	\$90.00	\$6,750.00	\$75.50	\$5,662.50	\$96.50	\$7,237.50	\$127.00	\$9,525.00
SANITARY SEWERS AND STORM DRAINS											
709.04.2	Inlet Box - Type 1	2	EACH	\$1,500.00	\$3,000.00	\$1,855.00	\$3,710.00	\$2,450.00	\$4,900.00	\$3,150.00	\$6,300.00
709.04.2	Inlet Box - Type 1 (Frame & Grate Only)	2	EACH	\$1,000.00	\$2,000.00	\$670.00	\$1,340.00	\$1,400.00	\$2,800.00	\$1,000.00	\$2,000.00
709.06.2	Removal of Appurtenance - Type Inlet Box (Frame & Grate Only)	2	EACH	\$600.00	\$1,200.00	\$160.00	\$320.00	\$310.00	\$620.00	\$425.00	\$850.00
SPECIAL PROVISIONS											
SP - 1	Lower Manhole Ring	6	EACH	\$500.00	\$3,000.00	\$400.00	\$2,400.00	\$600.00	\$3,600.00	\$500.00	\$3,000.00
SP - 2	Lower Water Valve Box	4	EACH	\$400.00	\$1,600.00	\$225.00	\$900.00	\$265.00	\$1,060.00	\$425.00	\$1,700.00
SP - 3	Mobilization	1	L.S.	\$55,000.00	\$55,000.00	\$47,859.40	\$47,859.40	\$118,000.00	\$118,000.00	\$104,836.70	\$104,836.70
TOTAL				\$586,969.25		\$451,199.00		\$565,355.00		\$649,669.00	

25th ST IMPROVEMENTS – 2018

PROJECT # 2-38-29-2-STR-2017-47

PROJECT LOCATION



VERTICAL CONTROL:
CITY OF IDAHO FALLS NAVD 88
HORIZONTAL CONTROL:
2004 CITY OF IDAHO FALLS
COORDINATE SYSTEM



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
SHELLY SMEDE
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER

KENT J. FUGAL, P.E., PTOE

2018

AS BUILT:		
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY		
ENGINEERING DIVISION	25th ST IMPROVEMENTS-2018	
	TITLE PAGE	
CHEK BY: Y.G.	DSG BY: W.E.M.	DWN BY: W.E.M.
FILE NO. 2-38-29-2-STR-2017-47	DATE PLOTTED: 2-Mar-18	SHEET NO. 1 OF 8
DWG NO. Main Titlepage 2018		



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: March 28, 2018

RE: Bid Award – Riverside Drive to Iona Street Pedestrian Connection

On Tuesday, March 27, 2018, bids were received and opened for the Riverside Drive to Iona Street Pedestrian Connection project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, TMC Contractors, Inc. in an amount of \$124,960.00 and, authorization for the Mayor and City Clerk to sign contract documents.

2-37-13-1-ENG-2017-12
2018-25

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Riverside Dr - Iona St Pedestrian Connection

Number..... 2-37-13-1-ENG-2017-12

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

Date..... March 27, 2018

Item NumberDescriptionEstimated QuantityUnit				Engineer's Estimate		TMC Contractors, Inc.		DePatco, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES									
209.01.2	Clearing and Grubbing	1	L.S.	\$5,000.00	\$5,000.00	\$760.00	\$760.00	\$4,581.00	\$4,581.00
209.03.2	Removal of Obstructions	1	L.S.	\$3,000.00	\$3,000.00	\$795.00	\$795.00	\$9,126.00	\$9,126.00
209.03.4	Removal of Curb and Gutter	32	L.F.	\$6.00	\$192.00	\$7.00	\$224.00	\$46.65	\$1,492.80
209.03.5	Removal of Sidewalk	63	S.Y.	\$15.00	\$945.00	\$10.00	\$630.00	\$57.25	\$3,606.75
209.05.2	Roadway Excavation	62	C.Y.	\$25.00	\$1,550.00	\$215.00	\$13,330.00	\$75.25	\$4,665.50
209.05.3	Rock Excavation	53	C.Y.	\$200.00	\$10,600.00	\$100.00	\$5,300.00	\$166.00	\$8,798.00
209.08.3	Granular Borrow	10	C.Y.	\$30.00	\$300.00	\$65.00	\$650.00	\$192.00	\$1,920.00
209.08.4	Topsoil	24	C.Y.	\$40.00	\$960.00	\$34.00	\$816.00	\$62.45	\$1,498.80
209.09.2	Aggregate Base	5	C.Y.	\$30.00	\$150.00	\$51.00	\$255.00	\$140.65	\$703.25
INCIDENTAL CONSTRUCTION									
409.05.2	6' Chain Link Fence (NO Slats)	87	L.F.	\$35.00	\$3,045.00	\$24.00	\$2,088.00	\$80.20	\$6,977.40
409.12.2	Modular Block Retaining Wall	632	S.F.	\$55.00	\$34,760.00	\$42.00	\$26,544.00	\$90.75	\$57,354.00
409.13.2	Landscaping (Sod)	31	S.Y.	\$25.00	\$775.00	\$15.00	\$465.00	\$10.80	\$334.80
409.21.2	Repair Sprinkler Systems	1	L.S.	\$8,000.00	\$8,000.00	\$525.00	\$525.00	\$771.95	\$771.95
409.23.2	Handrail	110	L.F.	\$250.00	\$27,500.00	\$260.00	\$28,600.00	\$314.00	\$34,540.00
409.24.2	Bollard (Removable Installation)	2	EACH	\$1,000.00	\$2,000.00	\$1,365.00	\$2,730.00	\$1,458.00	\$2,916.00
PORTLAND CEMENT CONCRETE									
509.02.2	Combination Curb and Gutter - Type STANDAI	32	L.F.	\$40.00	\$1,280.00	\$69.00	\$2,208.00	\$108.60	\$3,475.20
509.03.2	4" Flatwork	228	S.Y.	\$85.00	\$19,380.00	\$80.00	\$18,240.00	\$77.00	\$17,556.00
509.03.2	6" Flatwork	22	S.Y.	\$110.00	\$2,420.00	\$100.00	\$2,200.00	\$101.35	\$2,229.70
SPECIAL PROVISIONS									
SP - 1	Mobilization	1	L.S.	\$20,000.00	\$20,000.00	\$18,600.00	\$18,600.00	\$17,475.00	\$17,475.00
TOTAL				\$141,857.00		\$124,960.00		\$180,022.15	

RIVERSIDE DR – IONA ST PEDESTRIAN CONNECTION PROJECT # 2-37-13-1-ENG-2017-12



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
SHELLY SMEDE
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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



AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
ENGINEERING DIVISION			
RIVERSIDE DR – IONA ST PEDESTRIAN CONNECTION TITLE PAGE			
CHECK BY:	Y.G.	DESIGN BY:	RS
FILE NO.	2-37-13-1-ENG-2017-12	DATE PLOTTED:	03/01/18
DWG NO. Main-Iona-2018-Titlepage		SHEET NO.	1 OF 3

2018



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: March 28, 2018

RE: Bid Award – Sewer Rehabilitation – 2018 - Phase II

On Tuesday, March 27, 2018, bids were received and opened for the Sewer Rehabilitation – 2018 – Phase II project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Planned and Engineered Construction, Inc. in an amount of \$232,500.00 and, authorization for the Mayor and City Clerk to sign contract documents.

0-00-00-0-SWR-2018-09
2018-23

City of Idaho Falls

Engineering Department

Bid Tabulation

Project..... Sewer Rehabilitation - 2018 Phase II

Number..... 0-00-00-0-SWR-2018-09

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

Date..... March 27, 2018

Item NumberDescriptionEstimated QuantityUnit				Engineer's Estimate		Planned and Engineered Construction, Inc.		Insituform Technologies, LLC	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
INCIDENTAL CONSTRUCTION									
409.20.2	8" Pipe Lining	653	L.F.	\$40.00	\$26,120.00	\$36.00	\$23,508.00	\$31.00	\$20,243.00
409.20.2	18" Pipe Lining	365	L.F.	\$100.00	\$36,500.00	\$90.00	\$32,850.00	\$92.00	\$33,580.00
409.20.2	24" Pipe Lining	936	L.F.	\$150.00	\$140,400.00	\$130.00	\$121,680.00	\$126.00	\$117,936.00
SANITARY SEWERS AND STORM DRAINS									
709.01.2	Bypass Pumping	1	L.S.	\$31,000.00	\$31,000.00	\$48,312.00	\$48,312.00	\$143,900.00	\$143,900.00
709.05.4	4" Reconnecting Service Line	39	EACH	\$300.00	\$11,700.00	\$150.00	\$5,850.00	\$91.00	\$3,549.00
709.05.4	6" Reconnecting Service Line	1	EACH	\$300.00	\$300.00	\$50.00	\$50.00	\$91.00	\$91.00
SPECIAL PROVISIONS									
SP - 1	Cut Protruding Lateral	1	EACH	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$380.00	\$380.00
TOTAL					\$247,020.00		\$232,500.00		\$319,679.00

SEWER REHABILITATION – 2018

PHASE II

PROJECT # 0-00-00-0-SWR-2018-09

PROJECT LOCATION



REVIEWED BY: SEWER DIVISION

David Smith

DATE: *3-5-18*



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
SHELLY SMEDE
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

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

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

2018

AS BUILT:					
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY					
ENGINEERING DIVISION					
SEWER REHABILITATION – 2018 PHASE II					
CHK BY:	YG	DSG BY:	CW	DWN BY:	CW
FILE NO. 0-00-00-0-SWR-2018-09		DATE PLOTTED: 03/02/18		SHEET NO. 1 OF 6	
DWG NO. Main-SEWER REHAB 2018-PHASE II-Mappage					

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT
KENNETH MCOMBER - TREASURER
FEBRUARY, 2018

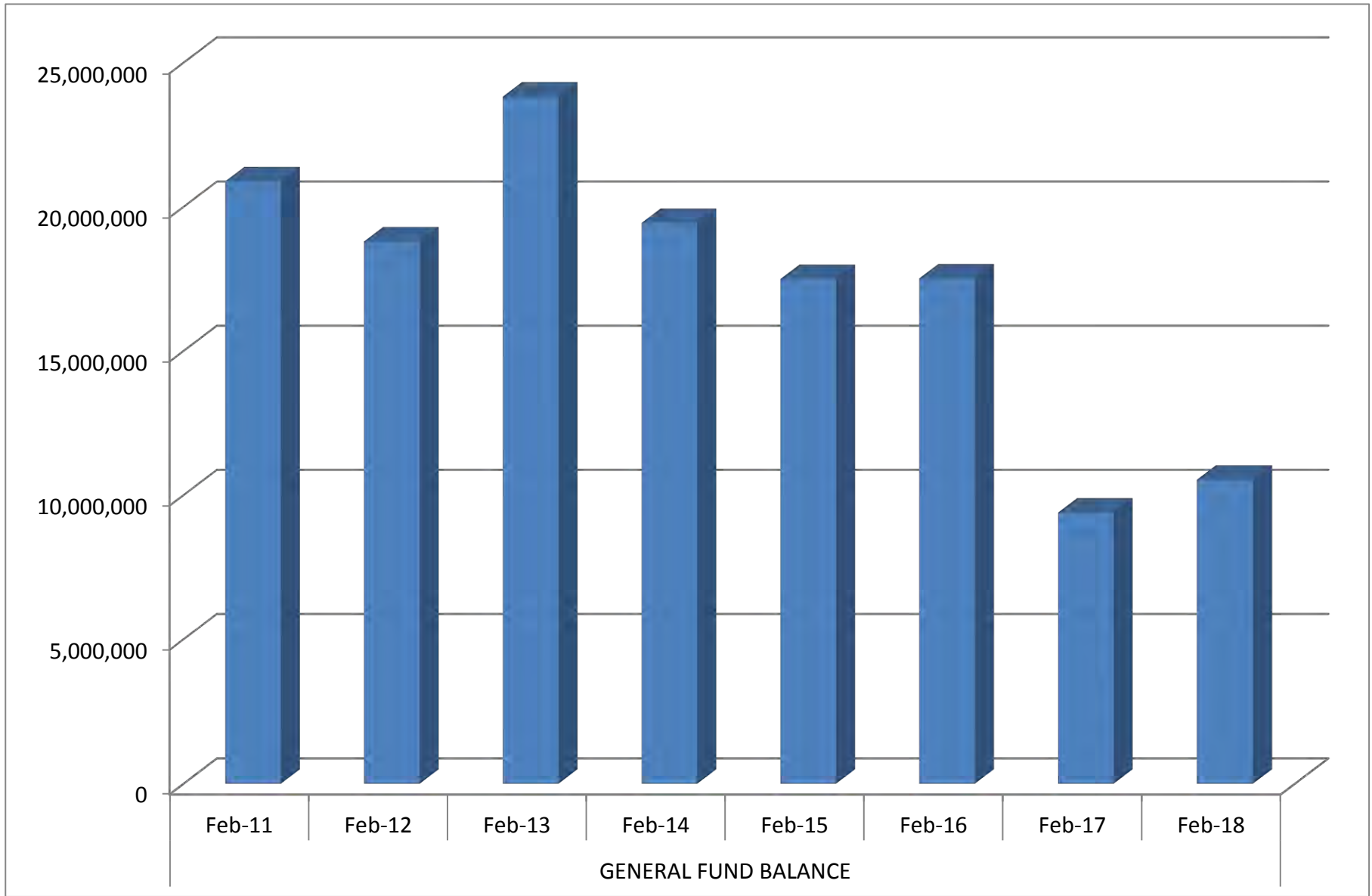
FUND	BEGINNING CASH	BEGINNING BALANCE	TOTAL RECEIPTS	MATURED INVESTMTS	JOURNAL DEBIT	TOTAL EXPENSES	NEW INVESTS	JOURNAL CREDITS	CASH ON HAND	INVESTED FUNDS	ENDING BALANCE
GENERAL	5,250,260.02	11,747,981.13	1,128,054.54	1,495,000.00	24,881,472.95	3,993,413.13	1,000,000.00	23,235,784.96	4,525,589.42	6,002,721.11	10,528,310.53
HEALTH & ACCIDENT INSUR.	222,573.43	2,472,573.43	-	-	-	-	-	-	222,573.43	2,250,000.00	2,472,573.43
STREET	2,770,892.98	2,770,892.98	42,830.84	-	-	233,379.73	-	687,482.67	1,892,861.42	-	1,892,861.42
RECREATION	65,434.72	65,434.72	97,186.85	-	-	161,257.70	-	10,697.38	(9,333.51)	-	(9,333.51)
LIBRARY	997,246.16	2,197,246.16	526,050.19	250,000.00	-	280,726.45	-	4,625.21	1,487,944.69	950,000.00	2,437,944.69
AIRPORT PFC FUND	28,653.71	28,653.71	75,474.03	-	-	-	-	28,653.71	75,474.03	-	75,474.03
MUNICIPAL EQUIP. REPLCMT.	37,644.60	18,247,182.84	15,242.09	5,059,690.35	238,709.35	-	2,608,892.57	-	2,742,393.82	15,758,740.46	18,501,134.28
EL. LT. WEATHERIZATION FD	434,667.53	2,384,667.53	131,750.68	500,000.00	-	23,095.06	250,000.00	-	793,323.15	1,700,000.00	2,493,323.15
BUSINESS IMPRV. DISTRICT	93,298.86	93,298.86	191.63	-	-	-	-	-	93,490.49	-	93,490.49
GOLF	(549,846.19)	(549,846.19)	210,775.36	-	-	137,454.85	-	40,895.03	(517,420.71)	-	(517,420.71)
GOLF CAPITAL IMPROVEMENT	154,866.17	154,866.17	-	-	-	-	-	-	154,866.17	-	154,866.17
SELF-INSURANCE FD.	213,171.71	2,663,171.71	98,625.60	-	-	61,663.62	-	-	250,133.69	2,450,000.00	2,700,133.69
SANITARY SEWER CAP IMP.	686,954.84	1,686,954.84	43,467.04	1,000,000.00	-	-	-	-	1,730,421.88	-	1,004,883.41
MUNICIPAL CAPITAL IMP.	967,606.06	1,467,606.06	9,030.08	500,000.00	-	41,095.00	-	-	1,435,541.14	-	1,435,541.14
STREET CAPITAL IMPROVEMENT	664,383.31	1,164,383.31	473.22	500,000.00	-	32,418.31	-	-	1,132,438.22	-	1,132,438.22
BRIDGE & ARTERIAL STREET	428,462.52	428,462.52	12,669.81	-	-	-	-	-	441,132.33	-	441,132.33
WATER CAPITAL IMPROVEMENT	318,611.37	3,118,611.37	74,590.37	1,500,000.00	-	2,089.19	-	-	1,891,112.55	1,300,000.00	3,191,112.55
SURFACE DRAINAGE	136,662.84	136,662.84	1,535.24	-	-	-	-	-	138,198.08	-	138,198.08
TRAFFIC LIGHT CAPITAL IMPRV.	486,433.18	1,186,433.18	177.56	500,000.00	26,760.23	-	-	-	1,013,370.97	200,000.00	1,213,370.97
PARKS CAPITAL IMPROVEMENT	273,955.40	273,955.40	-	-	12,771.29	-	-	-	286,726.69	-	286,726.69
FIRE CAPITAL IMPROVEMENT	(3,420,412.74)	(3,420,412.74)	4,647.47	-	-	3,826.05	-	-	(3,419,591.32)	-	(3,419,591.32)
ZOO CAPITAL IMPROVEMENT	713,527.15	713,527.15	-	-	-	3,471.18	-	-	710,055.97	-	710,055.97
CIVIC AUDITORIUM CAPITAL IM	749,836.59	749,836.59	-	-	-	872.78	-	658.56	748,305.25	-	748,305.25
AIRPORT	445,102.54	1,795,102.54	199,619.89	-	-	210,881.94	-	62,312.46	371,528.03	1,350,000.00	1,721,528.03
WATER	(13,566,677.74)	2,894,705.93	933,948.42	3,350,000.00	22,955,813.64	991,326.05	12,592,865.55	-	88,892.72	25,704,249.22	25,793,141.94
SANITATION	749,635.61	1,749,635.61	389,313.37	500,000.00	-	145,474.65	500,000.00	121,127.18	872,347.15	1,000,000.00	1,872,347.15
AMBULANCE	(1,576,822.10)	(1,576,822.10)	547,259.50	-	-	433,477.34	-	83,157.82	(1,546,197.76)	-	(1,546,197.76)
IDAHO FALLS POWER	2,115,362.39	13,554,202.64	4,538,389.06	4,644,568.03	-	1,167,607.37	8,954,498.43	590,470.31	585,743.37	15,248,770.65	15,834,514.02
IFP RATE STABILIZATION FD	1,455,000.00	20,000,000.00	551,883.41	5,700,000.00	-	-	6,952,000.00	-	754,883.41	19,297,000.00	20,051,883.41
IFP CAPITAL IMPROVEMENT	428,592.20	11,994,327.55	764.35	400,000.00	-	-	-	-	829,356.55	11,165,735.35	11,995,091.90
WASTEWATER	21,653,023.19	25,625,023.19	774,590.29	-	-	98,333.30	-	23,251,392.62	(922,112.44)	3,972,000.00	3,049,887.56
PAYROLL FUND	318,491.06	318,491.06	4,856,753.03	-	1,730.45	4,846,208.21	-	-	330,766.33	-	330,766.33
CLAIMS FUND	-	-	2,661,279.27	-	-	2,661,279.27	-	-	-	-	-
TOTAL ALL FUNDS	23,746,591.37	126,136,809.99	17,926,573.19	25,899,258.38	48,117,257.91	15,529,351.18	32,858,256.55	48,117,257.91	19,184,815.21	108,349,216.79	126,808,493.53

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT
CASH AND INVESTMENT REPORT
Feb-18

DISTRIBUTION OF CASH CASH AND TRUST ACCOUNTS	
INSTITUTION	AMOUNT
BPA Loan Imprest (BICLI)	\$13,124.85
El. Lt. Imprest (BIELI)	\$33,634.76
Refund Acct. (BIRFD)	\$95,585.92
Wells Fargo Bank (FSB)	\$11,444,157.73
Petty Cash	\$14,740.00
US Bank (US)	\$4,596,445.45
US Bank Payroll (USPAY)	\$2,042,411.32
Wells Fargo Bank (WELLS)	\$944,715.18
TOTAL	\$19,184,815.21

INVESTMENTS						
INVESTMENT TYPE	TIME TO MATURITY				TOTAL	
	1-30 DAYS	31-90 DAYS	91-180 DAYS	OVER 180 DAYS		
Certificate of Deposit	2,250,000.00	2,000,000.00	2,490,000.00	8,135,000.00	\$14,875,000.00	
U.S. Securities	-	-	15,000.00	15,000,000.00	\$15,015,000.00	
Commercial Paper	15,979,103.36	3,992,394.44	-	-	\$19,971,497.80	
Corporate Bonds	-	999,526.67	5,607,195.95	52,880,996.37	\$59,487,718.99	
TOTAL	\$18,229,103.36	\$6,991,921.11	\$8,112,195.95	\$76,015,996.37	\$109,349,216.79	

GENERAL FUND BALANCE



Feb-11	Feb-12	Feb-13	Feb-14	Feb-15	Feb-16	Feb-17	Feb-18
20,881,000	18,795,000	23,820,000	19,439,000	17,492,000	17,511,000	9,388,000	10,528,000

City of Idaho Falls
Expenditure Summary
From 3/01/2018 To 3/31/2018

Fund	Total Expenditure
General Fund	768,463.44
Street Fund	6,853.97
Recreation Fund	15,642.40
Library Fund	59,517.85
MERF Fund	54,947.79
EL Public Purpose Fund	10,038.76
Golf Fund	147,014.88
Self-Insurance Fund	85,528.52
Street Capital Imp Fund	34,465.60
Traffic Light Cap Imp F	79,940.78
ZOO CAPITAL IMPROVEMENT	5,095.59
Civic Auditorium CIP	4,244.00
Airport Fund	48,210.20
Water Fund	945,498.20
Sanitation Fund	35,718.72
Ambulance Fund	73,283.32
Electric Light Fund	5,390,393.51
Wastewater Fund	114,062.43
Payroll Liability Fund	3,696,065.86
	11,574,985.82

March 5, 2018 - Unapproved

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

Councilmember Thomas Hally
Councilmember Jim Francis
Councilmember Shelly Smede
Councilmember Jim Freeman
Councilmember Michelle Ziel-Dingman (arrived at 3:03 p.m.)
Councilmember John Radford (arrived at 3:11 p.m.)

Absent:

Mayor Rebecca L. Noah Casper

Also present:

Pamela Alexander, Municipal Services Director
Bryce Johnson, Police Chief
William Squires, Police Captain
John Marley, Police Sergeant
Will Jensen, Research & Business Development Center (RBDC) Business Research Director
Randy Fife, City Attorney
Kathy Hampton, City Clerk

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

Acceptance and/or Receipt of Minutes:

It was moved by Councilmember Smede, seconded by Councilmember Freeman, to receive the recommendations from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA). Roll call as follows: Aye – Councilmembers Freeman, Smede, Francis, Hally. Nay – none. Motion carried.

Calendar, Announcements and Reports:

None noted.

Liaison Reports and Concerns:

Mayor Pro Tem Hally stated budget sessions will be occurring in the near future. He recommended the Council, as liaisons, discuss budget items and priorities with the department directors. He noted Budget Watch, held for citizens to engage with City staff and the elected officials, will be held May 1, 2018 at the Idaho Falls Public Library.

Councilmember Francis stated Fire Ops 101 will be held April 21, this will include Council participation. He also stated a Consent Agenda item for the Idaho Falls Fire Department (IFFD) will be included on the March 22, 2018 Council Meeting. This item is time sensitive related to the replacement of Self Contained Breathing Apparatus (SCBA).

Councilmember Dingman stated several applications have been received for the Airport Director position. She briefly reviewed the interview process.

Councilmember Smede stated the Library Board Meeting will be held on March 22, 2018.

Councilmember Freeman stated the needs assessment for the Police Department has been received and is currently being reviewed. He also stated he is working to advance local legislation regarding cell phone use.

Discussion of Replacement of Explosive Ordnance Disposal Robot:

Director Alexander stated an opportunity with Homeland Security has become available for financial assistance to replace the current robot in the Idaho Falls Police Department (IFPD). This funding would be over a two (2) year

March 5, 2018 - Unapproved

period with \$100,000 set aside for the first year. The City financing instrument would not take funds from the current budget. Director Alexander stated consideration to accept the Homeland Security funds for a replacement of the explosive ordnance disposal robot would include a 12-month note for \$160,000 with \$5000 closing cost on the note at 3% interest (paid off in approximately three (3) months) for a total cost of \$6,200 of City funds. These City funds would be used to leverage \$153,000 for replacement of the equipment. Councilmember Francis questioned the possibility of the grant not being approved. Director Alexander stated \$100,000 is currently set aside for regional participation. The City would pay the remaining amount, which would extend the term of the note. She believes, following conversation with Homeland Security, this is considered a priority item. Chief Johnson briefly reviewed explosive device training for officers. He then introduced Sergeant Marley, Commander of the Bomb Squad for Region 7. Sergeant Marley stated the Region 7 Bomb Squad was established in 2007 as a regional asset to eastern Idaho. The bomb squad is funded by Homeland Security and accredited by the Federal Bureau of Investigation (FBI). The area of response includes 16 counties, which is one of the larger response areas in the State. He briefly reviewed the history of the bomb squad stating since inception, hundreds of calls have been received related to a variety of explosive devices. Sergeant Marley stated following an assessment with the FBI it was determined additional bomb techs were needed. He introduced Ryan Krumbly, Bonneville County Sheriff's Office Bomb Tech, who appeared in the bomb suit. Sergeant Marley stated the bomb suit weighs approximately 100 pounds and hinders movement. He indicated the mission of the bomb squad is to stay remote as safety is the primary concern. He stated many functions can be performed by the robot. Sergeant Marley, with the assistance of Shane Kaiser, IFPD Lieutenant, demonstrated the current robot, which is ten (10) years old. He reviewed maintenance and replacement that has occurred on the robot. Sergeant Marley stated the replacement robot is smaller, more maneuverable, has important technology capabilities, and additional specs could be purchased at a future time. He indicated the current robot will be utilized during dual call outs and/or as a backup. Brief discussion followed regarding grant monies. Director Alexander stated this is an unbudgeted item due to not being aware of the grant funding during the budget time. She indicated next steps will include an agreement and the funding mechanism for Council consideration.

Discussion of Information Technology (IT) Work Space:

Director Alexander stated the Space Utilization Committee, consisting of representatives from Library; Legal; Parks and Recreation; Community Development Services; and several City Hall staff members, has been meeting on a regular basis to evaluate City buildings with the focus on Americans with Disabilities Act (ADA) projects. The committee began the evaluation with City Hall, including work space which has been provided for the Council since the relocation of IFPD Administration. Director Alexander reviewed the remodeling process occurring in the location previously designated for the IFPD barracks for potential use of the IT staff. She stated the preference is to have the IT staff, currently consisting of eight (8) personnel, in one (1) location with adequate room for the staff to increase. She believes, due to the controlled work space, there should not be public access to the IT area. She noted ADA accessibility to this area does not currently exist. Director Alexander stated approximately \$75,000 would be needed to repurpose this area. She reviewed the renovations for the area, indicating the project has been adjusted to allow individual work space. She stated funding would include available encumbrances, re-prioritizing Municipal Services projects, and utilizing in-house work. She indicated the Space Utilization Committee has concurred with the recommendation to move IT to this area. Following brief discussion and comments, there was consensus from the Council to proceed with the renovations. Additional discussion followed regarding the use of City Hall Annex B, currently used for the Cayenta staff. Director Alexander stated City Hall is currently located on the Historical Register and is grandfathered from the requirement of an elevator. However, she indicated discussion has been occurring regarding the installation of an elevator, said presentation will be forthcoming.

Idaho's Aging Population:

Mayor Pro Tem Hally stated this topic was recently presented at Rotary. He then introduced Mr. Jensen. Mr. Jensen stated the majority of the research for this presentation was focused on Bonneville County, Idaho Falls makes up the bulk of the data as being within Bonneville County. He presented the following with general discussion throughout:

Economic Situation –

- State Unemployment: 2.9% (December 2017)
- Idaho - fastest growing State: +2.2% (2016-2017)

March 5, 2018 - Unapproved

- Idaho ranked 29th in GDP growth (2017:Q3)

Mr. Jensen stated the Idaho Falls metropolitan rate has the lowest unemployment rate of other metropolitan rates.

Mr. Jensen reviewed Idaho's Population Change (2010-2016) including percentage of change in total population and percentage of change in those 65+. He stated Bonneville County continues to grow. He also stated rural counties across the nation, those with 20,000 population or less, indicate a population decline.

Increase In Age Dependency Ratio –

- Working-age to Non-working Age Individuals: 1970 - 10:1, 2016 - 4:1

Mr. Jensen reviewed older dependents to working-age population compared to Canada, the United States, and the world. He noted that Canada is increasing at the highest rate and the world is decreasing at the lowest rate.

Idaho Age Dependence Ratio –

- Idaho Worker Ratio for age 25-44 to 45-64: 1991 - 2:1, 2010 - 1:1

Mr. Jensen believes women entering the workforce was a large impact.

Mr. Jensen reviewed quick facts (population, population age 65+, and economy) and industry mix (specifically construction, healthcare and social assistance) for Bonneville County, Idaho versus Washington County, Utah. He also reviewed socioeconomic impact on eastern Idaho including demands on local services and demands on our healthcare system.

Mr. Jensen reviewed senior living demands including aging in place and multi-generational families, variety of housing, and senior facilities currently at or near capacity (assisted living, memory care, skilled nursing, independent living).

Mr. Jensen stated Medicare was created in 1965 which is funded by birth rates. The birth rate has decreased since 1960. He noted eastern Idaho, in general, has a larger birth rate.

Mr. Jensen reiterated the Idaho Worker Ratio stating issues could include: major structural change in the labor force, no room for attrition, demand for labor decrease, wage pressure, healthcare services mix, housing, and other services.

General comments and discussion followed. Mr. Jensen noted RBDC is a non-profit 501(C)(3) education-based entity. RBDC has assisted with Brigham Young University-Idaho (BYU-I) and College of Eastern Idaho (CEI). Impact studies, economic studies, and, wage and benefit analysis have also been performed for several other entities. Mr. Jensen recognized the RBDC staff.

There being no further business, it was moved by Councilmember Freeman, seconded by Councilmember Dingman, to adjourn the meeting at 4:43 p.m.

CITY CLERK

MAYOR

March 22, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, March 22, 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 Shelly Smede
Councilmember Michelle Ziel-Dingman
Councilmember Jim Freeman
Councilmember Jim Francis
Councilmember John Radford

Also present:

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

Pledge of Allegiance:

Mayor Casper invited David Pennock, Zoo Superintendent, 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 Jeffrey Forbes – Parks and Recreation Commission; Jim Hammon – Parks and Recreation Commission; John LoBuono – Parks and Recreation Commission; Gerry Bates – Shade Tree Committee; Bradley Bugger – Golf Advisory Board; Michael Austin – Golf Advisory Board; and, new appointment to Brian McGiff – Golf Advisory Board.

Municipal Services requested approval of Bid IF-18-11, Replacement Asphalt Compactor for Public Works; Bid IF-18-15, Meters for Idaho Falls Power; Bid IF-18-L, Replacement Vehicles for the Police Department; Bid IF-18-M, Replacement Front Loader for Public Works; and, Replacement of Self-Contained Breathing Apparatus (SCBA) for the Fire Department.

The City Clerk requested approval of the Treasurer's Report for the month of January, 2018; Expenditure Summary for the month of February, 2018; minutes from the February 8, 2018 Idaho Falls Power Board Meeting; March 5, 2018 Council Work Session; March 8, 2018 Idaho Falls Power Board Meeting; March 8, 2018 Council Meeting; and March 9, 2018 Special Meeting; and, license applications, all carrying the required approvals.

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

Regular Agenda:

Public Works

March 22, 2018 - Unapproved

Subject: Vacation – Park Access Road known as Rogers Street

For consideration are the documents to vacate an access road known as Rogers Street. The City of Idaho Falls owns the property on both sides of the road. This vacation will allow for zoo expansion and development. All utilities have reviewed and approved this request. The City will reserve a public utility and emergency access easement where appropriate.

Councilmember Freeman stated this is the first vacation in the recently approved one-step process. He noted language in ordinance indicated the entire street was being vacated, the corrected language in the ordinance indicates a 20' wide strip will be available for emergency access. He indicated the street was originally scheduled to be vacated in the Tautphaus Park Master Plan, it is being presented at this time to allow construction for the Maack Education Center. Councilmember Francis noted this vacation will change the current traffic patterns. Councilmember Freeman stated the traffic pattern changes are unknown at this time. Mayor Casper stated adequate signage will be posted. Councilmember Radford noted there will be access to the 4H property through the Bonneville County fair season.

It was moved by Councilmember Freeman, seconded by Councilmember Radford, to approve the Ordinance vacating Rogers Street 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. 3164

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PORTION OF A PUBLIC STREET LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED STREET SHALL VEST AS SPECIFIED IN SECTION 2 OF THIS ORDINANCE; RESERVING TO THE CITY A PUBLIC UTILITY AND EMERGENCY ACCESS EASEMENT AS DESCRIBED 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.

Legal

Subject: Destruction of Certain Temporary Documents

For consideration is a resolution to authorize the destruction of certain temporary records which have no intrinsic, historical, or other value.

Councilmember Freeman stated there is no legal reason to keep the temporary records. To the response of Councilmember Francis, Mr. Fife stated Idaho Code requires which types of records need to be retained for temporary, semi-permanent, and permanent purposes. Legal or tort claims would not be destroyed. He indicated the Council reviews the list of records for destruction and there is preference to destroy records on an annual basis. Mayor Casper stated the resolution does not include all departments per their individual preference. She noted electronic records may also need to be purged to allow space.

It was moved by Councilmember Freeman, seconded by Councilmember Radford, to approve the Resolution authorizing the destruction of certain temporary records, and authorize the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

March 22, 2018 - Unapproved

RESOLUTION NO. 2018-04

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY PUBLIC RECORDS PURSUANT TO IDAHO CODE § 50-907; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL AND PUBLICATION ACCORDING TO LAW.

Municipal Services

Subject: Bid IF-18-L, Purchase of New Police Vehicles

It is the recommendation of the Municipal Services Department and the Idaho Falls Police Department to piggyback the State of Idaho Contracts with Smith Chevrolet, Idaho Falls, and Young Automotive, Burley, Idaho, to furnish two vehicles. The purchase of these two vehicles, totaling \$74,467.55, are additions to the patrol fleet. Funds to purchase the vehicles and equipment are budgeted in the 2017/2018 Police Department Uniform Patrol Division budget.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to approve the purchase of two vehicles, totaling \$74,467.55, for the Police Department patrol fleet. Roll call as follows: Aye – Councilmembers Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

Subject: Authorization to Execute Retirement Plan Request

Municipal Services is requesting authorization for the City Treasurer to execute retirement plan instructions for rollover from a 457(b) plan to a non-American Funds IRA as requested by a former City employee. This resolution satisfies American Funds (from Capital Group) requirement of a corporate resolution authorizing the execution of instructions for the rollover.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to approve the Resolution authorizing the City Treasurer to execute the retirement plan for a former City employee for payment instructions to American Funds, and authorize the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

RESOLUTION NO. 2018-05

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO AUTHORIZE THE CITY TREASURER TO EXECUTE RETIREMENT PLAN PAYMENT INSTRUCTIONS TO AMERICAN FUNDS (FROM CAPITAL GROUP) IN BEHALF OF A FORMER CITY EMPLOYEE.

Subject: Work Order 18-01, T-O Engineers, Federal Aviation Administration (FAA) AIP Project #3-16-0018-041-2016

On behalf of the Idaho Falls Regional Airport, Municipal Services is recommending the authorization to approve Work Order 18-01 under the approved Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc. for the FAA AIP 41 Grant - Final Design for N. Terminal baggage expansion. The total cost of this work order is \$430,696.00.

Councilmember Dingman noted the grant will pay for 93.75% of project with remaining costs covered within the 2017/2018 airport improvements budget. Mayor Casper recognized Jayme Verish, Operations Manager of Idaho Falls Airport. Councilmember Radford noted this project is part of a broader improvement and infrastructure investment.

March 22, 2018 - Unapproved

It was moved by Councilmember Radford, seconded by Councilmember Dingman, to approve Work Order 18-01 for the North Terminal baggage expansion project, and authorize the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Community Development Services

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Jackson Hole Junction Division No. 1

For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Jackson Hole Junction Division No. 1. The Planning and Zoning (P&Z) Commission considered this item at its January 9, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Smede stated staff has conducted a thorough review of this plat. The property includes approximately 43 acres and includes 22 buildable commercial lots. The property is also supported by the elements of the City Comprehensive Plan. It was noted reference of South Fork Boulevard and Gateway Boulevard is same street. Gateway Boulevard already exists, therefore dispatch services requested a different name.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Development Agreement for Jackson Hole Junction Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to accept the Final Plat for Jackson Hole Junction Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. 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 Final Plat for Jackson Hole Junction Division No. 1, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

Subject: Public Hearing – Right-of-Way Vacation – portion of E. 16th Street

For consideration is the request for vacation of a portion of E. 16th Street which includes the area immediately adjacent to 1095 E. 16th and behind 999 E. 17th Street (Harbor Freight), located generally west of Ponderosa Drive and east of Lowes Home Improvement Store. The purpose of the vacation is to accommodate a proposed building addition at 999 E. 17th Street. Utilities have no objection to the request and a public utility easement is being retained to protect existing utilities in place.

Mayor Casper stated the public hearing is necessary since not all impacted property owners responded to the vacation request.

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

Community Development Services Assistant Director Kerry Beutler appeared with following:

Slide 1 – Aerial photo of property under consideration

Assistant Director Beutler noted this property is immediately north of Harbor Freight retail store.

Slide 2 – Additional aerial photo of property under consideration

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Assistant Director Beutler stated the residential lot north of Harbor Freight as well as Harbor Freight are under the same ownership for the proposed vacation. He indicated a cell tower is located at the end of 16th Street and staff wanted to ensure sufficient access to the cell tower remained. He stated the proposed vacation includes a 25' cross access and public utility easement, which includes water access. Assistant Director Beutler also stated a turnaround was never constructed at this location, Harbor Freight will allow an easement for turnaround traffic for large vehicles as well as the general public. An additional 10' easement is being granted due to potential height maintenance of the cell tower as well as snow storage. He reiterated that all adjacent property owners were notified of the easement although not all owners signed off on the application. All easements were executed by the applicant. To the response of Councilmember Francis, Assistant Director Beutler stated access to a current storage unit on 15th Street will remain as is. He also clarified there is limited access due to the dead end street. Councilmember Freeman stated due to the proposed Harbor Freight expansion, the setbacks would not be met, hence the vacation request. Assistant Director Beutler stated the submitted request is the entire portion of the right-of-way be vacated to the southern lot. He clarified the retail store is zoned commercial and the property to the north is zoned residential. The 25' cross access easement will act as a buffer, which is currently a vacant lot. A barrier could be installed at the end of 16th Street for public information.

Mayor Casper requested any public comment.

Clint Boyle, Idaho Falls, appeared. Mr. Boyle believes this project indicates the economy is doing well and expanding. He indicated Harbor Freight is looking to expand to accommodate their growth and the only reasonable area for expansion was to the northern area which required the street vacation process. Mr. Boyle believes all surrounding areas were considered, including the cell tower. He stated discussion has occurred with the cell tower owner, who is located in California, regarding concerns and provisions. He indicated the cell tower owner was unavailable to sign off, therefore the need of the public hearing. Mr. Boyle stated there is preference of the entire right-of-way go to the Harbor Freight parcel, being they own both sides of the street, for setback requirements.

Mayor Casper closed the public hearing.

Councilmember Smede stated she is pleased to hear conversation is occurring with the adjacent property owner to mitigate any concerns.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance vacating a portion of E. 16th Street 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. 3165

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PORTION OF A PUBLIC STREET LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED STREET SHALL VEST AS SPECIFIED IN SECTION 2 OF THIS ORDINANCE; RESERVING TO THE CITY A PUBLIC UTILITY, DRAINAGE, AND PUBLIC CROSS ACCESS EASEMENT AS DESCRIBED 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.

Subject: Public Hearing – Annexation and Initial Zoning of HC-1, Annexation and Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, Carlyle-Erma Subdivision Division 4

March 22, 2018 - Unapproved

For consideration is the application for annexation and initial zoning of HC-1, Annexation and Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for Carlyle-Erma Subdivision Division 4. The Planning and Zoning Commission considered this item at its February 6, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

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

Assistant Director Beutler clarified the Initial Zoning is HC-1, not R-1 as indicated in the memo. He appeared with the following:

Slide 1 – Property under consideration in current zoning

Slide 2 – Comprehensive Plan of the Future Land Use Map

Slide 3 – Aerial photo of property under consideration, the property is currently agriculture

Slide 4 – Additional aerial photo of property under consideration

Assistant Director Beutler stated this is a Category A annexation.

Slide 5 – Photo looking west from Bentley Way

Slide 6 – Photo looking southeast from Bentley Way

Assistant Director Beutler indicated the canal system will buffer the proposed commercial property from the adjacent residential properties.

Mayor Casper noted the P&Z report referenced north of Bentley Way, the report should instead read south of Bentley Way. Assistant Director Beutler stated the preliminary plat has been approved for this area including the extension of Bentley Way to the east. He believes the unusual shape of the proposed property is due to a potential subdivision.

Following discussion with Mr. Fife, Assistant Director Beutler clarified the Comprehensive Plan designation should be approved prior to approval of the Initial Zoning.

Mayor Casper requested any public comment. No one appeared.

Mayor Casper closed the public hearing.

Councilmember Smede reiterated the Category A annexation. She stated the property is located within the Area of Impact and all relevant criteria meets the City standards.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance annexing Carlyle-Erma Subdivision Division 4, 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 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. 3166

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 5.106 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.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for Carlyle-Erma Subdivision Division 4, 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.

March 22, 2018 - Unapproved

It was moved by Councilmember Smede, seconded by Councilmember Dingman, that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance assigning a Comprehensive Plan Designation of Commercial and establishing the initial zoning for Carlyle-Erma Subdivision Division 4 as HC-1 Zone (Highway Commercial), 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, Hally, Freeman, Francis, Smede, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3167

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 5.106 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS HC-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 Initial Zoning as HC-1 for Carlyle-Erma Subdivision Division 4, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Subject: Public Hearing - Annexation and Initial Zoning of R-1, Annexation and Zoning Ordinance, and Reasoned Statements of Relevant Criteria and Standards, Fairway Estates Division 22

For consideration is the application for annexation and initial zoning of R-1, Annexation and Zoning Ordinances and Reasoned Statements of Relevant Criteria and Standards for Fairway Estates Division 22. The Planning and Zoning Commission considered this item at its February 6, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

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

Assistant Director Beutler appeared with the following:

Slide 1 – Property under consideration in current zoning
Slide 2 – Comprehensive Plan of the Future Land Use Map
Slide 3 – Aerial photo of property under consideration
Slide 4 – Additional aerial photo of property under consideration
Slide 5 – Additional aerial photo of property under consideration
Slide 6 – Photo looking at end of Eaglewood looking north
Slide 7 – Photo at end of Rock Hollow looking north
Assistant Director Beutler stated the property is currently vacant.

Mayor Casper requested any public comment.

Kevin Alcott, developer, Idaho Falls, appeared. Mr. Alcott stated he was available to answer questions. There were no questions by the Councilmembers.

Mayor Casper closed the public hearing.

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Councilmember Smede stated she is excited for additional residential properties. She indicated this is also a Category A annexation and all relevant criteria meets the City standards. The property under consideration is currently surrounded by City and County properties.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance annexing Fairway Estates Division 22, 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 Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

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

ORDINANCE NO. 3168

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 8.619 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.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for Fairway Estates Division 22, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, 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 Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Radford, to approve the Ordinance assigning a Comprehensive Plan Designation of Low Density and establishing the initial zoning for Fairway Estates Division 22 as R-1 Zone (Residence), 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 Hally, Dingman, Francis, Smede, Radford, Freeman. Nay – none. Motion carried.

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

ORDINANCE NO. 3169

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 8.619 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-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 Initial Zoning as R-1 for Fairway Estates Division 22, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Subject: Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Divisions 22

March 22, 2018 - Unapproved

For consideration is the application for Final Plat, Development Agreement and Reasoned Statement of Relevant Criteria and Standards for Fairway Estates Division 22. The Planning and Zoning Commission considered this item at its February 6, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Smede stated this property is approximately 8.6 acres and contains 22 residential lots. Councilmember Francis questioned the traffic pattern. Assistant Director Beutler stated the roadway will be extended to allow additional growth. He also stated the preliminary plat will allow for a uniform transportation network.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Development Agreement for Fairway Estates Division 22, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to accept the Final Plat for Fairway Estates Division 22, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. 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 Final Plat for Fairway Estates Division 22, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

There being no further business, the meeting adjourned at 8:43 p.m.

CITY CLERK

MAYOR

March 29, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Idaho Falls Power Board), Thursday, March 29, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:00 a.m.

Call to Order, Announcements, and Introduction of Guests:

There were present:

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

Absent:

Councilmember Jim Freeman

Also present:

Jackie Flowers, Idaho Falls Power Director
Bear Prairie, Idaho Falls Power Assistant Manager
Doug Hunter, Utah Associated Municipal Power Systems (UAMPS) Chief Executive Officer and General Manager
Mason Baker, UAMPS Chief Legal Officer and General Counsel
Chris Colbert, NuScale Chief Strategy Officer
Randy Fife, City Attorney
Michael Kirkham, Assistant City Attorney
Dana Briggs, Economic Development Coordinator
Bud Cranor, Public Information Officer
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 7:06 a.m.

Call to Order, Announcements, and Introduction of Guests:

Mayor Casper stated the Idaho Falls Power (IFP) Board of Directors is comprised of the City of Idaho Falls Councilmembers. She indicated the City's public power utility was established in 1900 and this utility provides low cost of electric power to the citizens of Idaho Falls. The City has approximately 95% of a carbon free emissions portfolio, credited to the wisdom and the visionary of previous generations of leaders. Mayor Casper stated the Small Modular Reactor (SMR) project is being presented by the City's membership through UAMPS. The City has been a member of UAMPS for approximately 25 years, with Director Flowers currently serving as the Chairman of the UAMPS Board of Directors. Mayor Casper stated UAMPS has a long, unblemished history of developing successful power projects as these projects are built with their members. She believes all projects have been well vetted in similar forums. She also believes this project has garnered attention nationally, and possibly internationally, and the generation of carbon free power can be historical for the power industry.

Mayor Casper recognized several guests in attendance, including Department of Energy-Idaho (DOE-ID) representatives, former IFP Citizen Review Committee members, Regional Economic Development Eastern Idaho (REDI) principal, and a former legislator.

Carbon Free Power Project Presentation – Introduction:

Director Flowers stated the City has traditionally developed and invested in its own generation resources. This includes partnerships with UAMPS and Bonneville Power Administration (BPA). She indicated the last attempt with locally owned resources occurred in the 1990's with approximately \$2M investment into a hydro project in the Shelley area. Due to environmental challenges, the City was unable to proceed with development of the project. Director Flowers stated following that investment, it was realized a partnership needs to occur as investing in generation for a small utility is an expensive endeavor. She reiterated the City joined UAMPS in the mid 1990's and

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believes the partnership has exceeded initial expectations. She briefly reviewed tasks performed by UAMPS, as an extension of and on behalf of IFP staff, including access to Power Sales Contracts. She stated UAMPS invests in research projects as the members wish. Director Flowers stated the City has interest in investing in base load energy and adding additional carbon free resources to the portfolio for the growth of the community. She indicated this is a long process and a complicated project. UAMPS will address the concerns and risks in order to advance the project. She reiterated the tremendous value in the UAMPS resource and membership. Mayor Casper stated the Nuclear Regulatory Commission (NRC) has taken note of vetting by all participating agencies. She believes this is a vital part of the process.

Carbon Free Power Project Presentation – Presentation:

Mr. Hunter stated UAMPS is a not-for-profit, joint action group consisting of 46 members in six (6) western states. 34 of those members are currently involved in this specific project, making it one of the largest projects of the 17 projects developed over the previous 40 years. He indicated due to UAMPS being project based, the open public process must occur for each project. Mr. Hunter believes, following review of all potential vendors for the SMR, NuScale provided the best benefit for all of public power. He presented the following:

What is the Carbon Free Power Project (CFPP)?

- Energy Efficiency – foundation that allows engagement with the customer
- Distributed Generation – the most efficient place to put generation is at the load source (solar, fuel cells, battery, etc.)
- Small Modular Reactors

Why CFPP works

- Green House Gas Regulation
- Resource Replacement
- Regulated Markets

Mr. Colbert stated NuScale power technology began with a DOE \$3M grant in 2000 with partnership of the Idaho National Laboratory (INL). The technology advanced and in 2007 NuScale Power was formed as well as engagement with the NRC. In 2011, Fluor became the principal shareholder of NuScale Power, owning approximately 97% of the shares. In 2014, DOE awarded NuScale Power, through a competitive process, a \$226M cost share award which allowed reimbursement of 50%. In January 2017, a 12,000 page design certification application was submitted to the NRC, with total investment of \$700M to that point. Mr. Colbert stated through that process, NuScale is very confident and comfortable to be successful. NuScale currently has approximately 350 staff members.

Mr. Colbert reviewed the size comparison of the NuScale Power Modules (NPM), stating the modules are 1/20th of the power and 1/100th of volume versus a typical pressurized water reactor. The modules are built in-factory and then shipped. He reviewed the pressurized water reactor basics; the internal components of the SMR; the typical LWR safety systems and the NuScale safety systems comparisons (system and components needed to protect the core); and the Reactor Building cross section. Mr. Colbert stated the reactor building will house the NPM, the fuel pool, and the reactor pool. He indicated the reactor building is also aircraft impact resistance and contains exits on all four (4) sides of the facility. He reviewed the 74-acre footprint site layout.

Mr. Colbert stated the NuScale design has achieved the “Triple Crown” for nuclear plant safety. The plant can safety shut-down and self-cool indefinitely with no AC or DC power, no additional water, and no operator action. The safety valves align in their safest configuration on loss of all plant power. These details of concept were presented to the NRC in December 2012 with public announcement in 2013. Mr. Colbert stated the NRC approved the NuScale design innovation, as described in a January 2018 press release. He noted this validation was an important development.

Mr. Colbert reviewed the licensing process, stating the Design Certification Application (DCA) was completed at the end of 2016, accepted for docketing in March 2017, and design certification is scheduled for 2021. He indicated

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numerous questions were received from the NRC with first phase of review scheduled for April 2018. He noted the total projected duration for NRC review and approval is approximately 46 months.

Mr. Colbert reviewed NuScale Differentiators:

- Simple
 - Factory-built, integral nuclear steam supply and containment
 - Fewer systems to construct and maintain
- Safe
 - Unlimited coping period for “Fukushima-like” events
 - Core damage once every 300,000,000 reactor years
 - Site Boundary Emergency Planning Zone
- Economic
 - Competitive with Natural Gas Combined Cycle
 - Integrable with variable renewable energy sources
 - Flexible, add 50MW modules as needed

Councilmember Radford questioned if this project would assist with the large amounts of renewable energy currently being generated. Mr. Colbert believes this technology will provide flexibility and integrate with those markets. Councilmember Francis questioned the previous two-step NRC process. Mr. Colbert clarified that process previously included a construction permit followed by an operating license. This process included several challenges. He reviewed the current process stating UAMPS would submit their own Combined License Application (COLA) which would cover construction and operation in one application process. Councilmember Francis questioned if water would be drawn from the aquifer. Mr. Colbert stated water could be used for cooling or the plant could be air cooled. Councilmember Francis questioned on-site fuel storage. Mr. Colbert stated spent fuel could be stored as directed by the NRC process, inside the reactor building along with dry casks stored outside the reactor building. Councilmember Dingman questioned if forecasting has occurred on projected plant downtimes or if there may be other potential economic ramifications. Mr. Colbert indicated the turn down associated with plant ramping is an economic decision that will be left to the operator of the plant dependent upon market conditions. Councilmember Hally questioned the anticipated savings beyond first of kind technology. Mr. Colbert stated savings only represent the first phase of the project although he believes savings will increase with future phases of the project. Councilmember Hally questioned the consumption prediction relative to gas plants. Mr. Colbert believes there is always a natural risk although he does not see any fundamental changes with consumers.

Mr. Hunter reviewed the 3-step Fuel Fabrication Process, including the fuel pellets, fuel rods (which are approximately half the size of the current fuel rods), availability of fuel, and the fuel assembly. He stated the fuel will be refueled every two (2) years and will be regulated by the NRC on a regular basis. He briefly reviewed the dry cask storage process.

Mr. Hunter stated this project is modeled from a 90% capacity factor. He recognized the team partnership – NuScale/Fluor/Energy Northwest; DOE/NRC; UAMPS participants and Tennessee Valley Authority (TVA).

Mason Baker reviewed:

Contract and Permits

- Engineering, procurement and construction
- NRC License
- DOE lease and Power Purchase Agreement – INL, Los Alamos, other federal facilities in the intermountain west
- Water Rights – dictated by cooling technology, approximately 18,000 acre feet per year for wet cooling versus 414 acre feet per year dry cooling. Cooling options are still being vetted by Power Engineers. The selected cooling technology may require UAMPS to acquire existing water right options from existing water right holders. This would ensure the use of water could be transferred to the project site with the assistance of wells pulling water from the acquirer. The number of wells would be dictated by the water need of the

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project. Conservations with water right holders would occur in the following year, with preference to conclude the process prior to submitting the NRC application.

Engineering, Procurement and Construction (EPC) Development Agreement – between Fluor, NuScale, and UAMPS. The EPC agreement would act as a bridge agreement into a final EPC arrangement. Fluor and NuScale will be revising cost estimate for the CFPP along with running an economic competitiveness test with price ceiling of \$65/MWhour. The executed version is estimated to be completed by end of April 2018.

Power Sales Contract (PSC) Overview – similar to other PSC with unique differences to the resources

- “Take-or-pay” payment obligation
- Payments made from electric revenue systems as an operating expense
- Rate covenant to collect sufficient rates to meet payment obligations
- Step-up obligation if participant defaults, capped at 25%

Mr. Baker stated the Project Management Committee (PMC) is the body that drives the development of the project and has complete decision-making authority. He reviewed the PMC roles and responsibilities, stating certain decisions are required to be made by a super majority vote (75% by number and entitlement shares).

Budget and Plan of Finance Contents

- The estimated total development costs to the completion of development
- The estimated total cost of acquisition and construction
- The estimated commercial operation date
- A pro forma analysis of expected costs
- The proposed funding and financing arrangements

Mr. Baker reviewed licensing period: first phase. He indicated the effective date of the PSC has been extended to allow multiple meetings with the participants. He reviewed the list of activities once the PSC becomes effective. The first phase would conclude with UAMPS submitting NRC license application in June 2020. At that time each participant would be given option to withdraw or reduce their participation of the project. Mr. Baker stated there is an interim step in March 2019, all costs to that point would be 100% reimbursable if the project does not move forward.

Mr. Baker reviewed licensing period: second phase. He indicated there is a 39 month review period for the NRC. This period concludes with UAMPS receiving its NRC license application. This would be the last option for the participants to withdraw from the project.

Moving forward – construction period (32 months), operating period (up to 80 years), decommission period (commence once operating period concludes, subject to NRC license).

Mr. Baker reviewed the current 34 participants in the project. He stated DOE participation includes existing COLA technical partnership; additional technical partnership; and JUMP (Joint Use Module Project) lease agreement.

What we are asking?

- Determine participation percentage
- Understand the terms
- Approve the Power Sales Contract

Idaho Falls Power Portfolio Integration:

Director Flowers stated this conversation has been occurring since approximately 2010. She indicated as UAMPS developed the PSC a Legal Committee and a Finance Committee have been instituted for the various elements of the project, Idaho Falls has had representatives on both committees. Director Flowers also noted in 2009 she was designated by the Council as the delegate to the UAMPS project committee. She indicated in September 2015, the

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Council designated an interest in the study phase at the 10MW level. Included in the 10MW interest is financial obligations associated with this project which is included in the annual Idaho Falls Power (IFP) budget.

Director Flowers reviewed CFPP budget and plan of finance draft:

UAMPS

CARBON FREE POWER PROJECT - BUDGET & PLAN OF FINANCE

3/26/2018

Budget & Plan of Finance (Section 601)		Idaho Falls (the "Participant"):		
		Interim Period (10 MW)	5.4377%	
		150 MW Subscribed (10 MW)	6.6667%	
		Fully Subscribed (10 MW)	1.6667%	
Section 601(a)				
(i) Development Costs Incurred thru 3/31/2017:		100% Gross Cost	Participant Net of Cost Share	Start Finish
		\$ 3,069,943	\$ 45,643	April 2015 March 2017
Estimated Costs to Completion of Development:		100% Gross Cost	Participant Net of Cost Share	Start Finish
Interim Period (FY2018)		\$ 1,527,026	\$ 47,437	April 2017 March 2018
Licensing Period - 1st Phase (Maximum)		6,000,000	100,000	April 2018 March 2019
Licensing Period - 1st Phase (Remaining)		83,499,764	1,097,385	April 2019 May 2020
Licensing Period - 2nd Phase (Preliminary)		496,303,067	8,271,718	June 2020 June 2023
		\$ 587,329,857	\$ 9,516,539	April 2017 June 2023
(ii) Acquisition & Construction Preliminary Estimated Costs:		Preliminary 100% Gross Cost	Preliminary Participant Net of Cost Share	Start Finish
		\$ 4,237,666,633	\$ 71,047,138	April 2015 Nov 2027
(iii) CFPP Estimated Timeline for the Development & Construction of Initial Facilities:				
	<u>Start</u>	<u>Finish</u>	<u># of Mos.</u>	
Interim Period - FY2018 (PSC Executed)	April 2017	March 2018	12 mos.	
Licensing Period - 1st Phase (COLA Submittal)	April 2018	May 2020	26 mos.	
Licensing Period - 2nd Phase (COLA Issued)	June 2020	June 2023	37 mos.	
Construction Period (COD)	July 2023	November 2027	41 mos.	
(iv) Price Target (2017) Estimated range:		\$45.00	to	\$65.00

Director Flowers indicated the PSC will be submitted in April 2018 for Council approval with first expenditure of \$100,000. The PSC establishes the on- and off-ramp decisions points. Director Flowers stated when IFP participates with UAMPS in the development of a generation source, IFP has the option to bring cash forward or finance through a PSC. She indicated UAMPS does not have a rating for financing, each project is financed based on the financial strength of each participating member. She reviewed previous financial investments the City of Idaho Falls made in their own locally owned and operated hydropower projects and the value of those projects in 2015 dollars. Brief comments followed. Director Flowers stated IFP is a very strong financial participant. Mayor Casper noted rates will become effective once the CFPP goes on-line. The current rate payers would not be paying for tomorrow's consumers. To the response of Mayor Casper questioning the 40-year financing, Mr. Hunter stated a definitive study will occur regarding 60-year financing with one (1) relicensing option.

Mr. Prairie reviewed the IFP portfolio:

- Hydropower (87.61%) – City provides ~25% of energy used, BPA provides majority of hydropower from 31 hydropower plants in Columbia River Basin (contract expires in 2028)
- Nuclear (6.92%) – BPA provides electricity from Columbia Generating Station in Washington (current contract expires in 2028)

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- Wind (1.57%) – UAMPS power purchase agreement for wind from Horse Butte Wind (HBW) east of Idaho Falls
- Solar (0.004%) – Two (2) arrays at IFP headquarters
- Market (7.81%) – Largely fossil fuel based (coal or natural gas) purchased through UAMPS

Mr. Prairie reviewed Idaho Falls Load Trends. He stated customer growth remains steady although load growth remains flat, or is declining, as less energy is being used. He noted new large single load(s) are being negotiated.

Mr. Prairie reviewed \$65 SMR - Forecast Net Power Supply Costs vs. Status Quo. Net power supply cost without the SMR = \$33.5M, net power supply cost with SMR = \$4.5-5M. Under a low water scenario with SMR = \$39.8M. Mr. Prairie reviewed \$65 SMR - 15MW Load Growth - Forecast Net Power Costs vs. Status Quo. The SMR still costs more money under the scenario of more load growth because the alternate option for serving the load is going to the wholesale market, which changes quickly depending on supply and demand. Mr. Prairie indicated the SMR may cost more although there is less risk exposure and it limits volatility which can stabilize prices for customers on a long-term basis. He noted BPA has had 10% rate increases every two (2) years for the last three (3) rate cycles. This rate increase could continue.

Mr. Prairie reviewed \$65 SMR Cost and % Impact on Rates (10MW SMR). As BPA rates and the market prices increase, the delta between the \$65 SMR and other power supply options decrease. Therefore, the impact of an SMR in the portfolio, or not in the portfolio, decreases. It was noted, the % rate increase would be a one-time increase if left in rate base cost of service for future years or could be phased in over years as the project gets closer to going on-line. Councilmember Hally believes the volatility for BPA is greater than the long range forecast and volatility for wholesale rates in general.

Next Steps/Q&A:

- Execution of PSC in April 2018
- Continued project participation through UAMPS Project Management Committee and Board of Directors
- Continued project updates to City Council
- Community outreach related to project participation over the next year prior to next phase (COLA submitted)
- Consider continued participation at each off-ramp

Mr. Hunter indicated there are approximately 8-10 other cities (of the 34 project participants) who have approved their power sales contracts while the remaining cities continue to hold meetings related to their project participation. He believes the majority of participants will determine their course of action in the near future. He noted three (3) additional entities, who are not members of UAMPS, are also interested in the project. He noted hedges are not considered permanent participation but rather could be accomplished through standalone power sales contracts. Mr. Hunter stated initial interest expressed was ~180MW. He clarified DOE is 50% of the cost reimbursement for this project.

Director Flowers expressed her appreciation to UAMPS, NuScale, and those in attendance. Mayor Casper stated any public comments are welcome.

There being no further business, the meeting adjourned at 9:27 a.m.

CITY CLERK

MAYOR

REGULAR

AGENDA:



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: March 28, 2018

RE: Approve the Asset Purchase Agreement with Rocky Mountain Power for Prestwich Estates

Attached is a copy of the Asset Purchase Agreement between the City of Idaho Falls and Rocky Mountain Power related to the Prestwich Estates Subdivision. This transfer is being completed in accordance with the Service Allocation Agreement between the two entities as approved by the City Council on September 28, 2017. The City Attorney has reviewed the document.

The portion of the buy out to be paid by the customers (\$31,598.06) will be collected through the consumptive use surcharge established by City Council in the Fee Resolution adopted on October 26, 2017. It is anticipated it will take 39 months to collect, after which the consumptive use charge will return to the standard residential consumptive use charge.

Idaho Falls Power respectfully requests that City Council approve the Asset Purchase Agreement with Rocky Mountain Power for \$92,713 and authorize the Mayor to sign the document.

Attachment

JRF/1040

C: City Clerk
City Attorney
File

**ASSET PURCHASE AGREEMENT
BETWEEN
ROCKY MOUNTAIN POWER
AND
CITY OF IDAHO FALLS, IDAHO**

This Asset Purchase Agreement (the "Agreement"), dated this ____ day of _____, 2018 is between City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho d/b/a Idaho Falls Power, ("Buyer"); and PacifiCorp, an Oregon corporation, d/b/a in Idaho as Rocky Mountain Power ("Rocky Mountain Power"). Rocky Mountain Power and Buyer are sometimes referred to collectively as "Parties" and individually as "Party."

WHEREAS, Rocky Mountain Power owns certain distribution assets located at Nina Drive, Charla Drive and Merlin Drive, Idaho Falls, Bonneville County, Idaho and more particularly described in Exhibit C, attached to this Agreement and incorporated herein.

WHEREAS, Buyer has agreed to purchase the distribution assets from Rocky Mountain Power and Rocky Mountain Power hereby agrees to sell the distribution assets to Buyer in accordance with and subject to all of the terms and conditions of sale as expressed herein; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and conditions set forth in this Agreement, the sufficiency of which is hereby mutually acknowledged and accepted, the Parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms used herein but not otherwise defined herein shall have the following meaning when used with initial capitalization, whether singular or plural:

1.01 "Assets" means those distribution assets owned by Rocky Mountain Power, as set forth in Exhibit A. A map showing the location of the Assets is attached as Exhibit C.

1.02 "Commission" means the Idaho Public Utilities Commission.

1.03 "Revenue Reimbursement Costs" means the amount equal to one hundred sixty seven percent (167%) of the total of revenue for the most current twelve (12) months usage from each of the customers transferred with the Assets and pursuant to this Agreement, as shown in Exhibit B and previously agreed upon between the Parties in that certain Asset Allocation Agreement, dated August 26, 2005.

1.04 "Legal and Transaction Costs" means costs in addition to the total cost of the Assets and incurred by Rocky Mountain Power in order to effectuate this transaction, as set forth in Exhibit A.

1.05 "Purchase Price" means the total price Buyer will pay to Rocky Mountain Power for (a) the Assets and (b) the Revenue Reimbursement Costs pursuant to Section 2 of this Agreement.

1.06 "Transferred Customers" means the Customers that will be transferred to Idaho Falls Power as a result of this transaction and whose meter numbers are listed in Exhibit B.

1.07 "Transfer Date" means the date upon which Rocky Mountain Power executes the bill of sale for the Assets and all of the Transferred Customers shall become the customers of Idaho Falls Power.

2. Sale and Purchase of Assets.

2.01 Assets to Be Sold. Subject to all of the terms and conditions of this Agreement, Rocky Mountain Power agrees to sell and Buyer agrees to buy all of Rocky Mountain Power's right, title and interest in the Assets.

2.02 Purchase Price. The Purchase Price shall be NINETY TWO THOUSAND, SEVEN HUNDRED THIRTEEN AND 00/100 (\$92,713).

2.03 Payment. The Purchase Price shall be paid to Rocky Mountain Power by Buyer within fifteen (15) days of the date this Agreement is executed by both Parties; such payment shall be by check.

2.04 Instruments of Conveyance and Transfer. Subject to the satisfaction of the conditions precedent set forth in Section 8 of this Agreement, and pursuant to all of the terms and conditions of this Agreement, Rocky Mountain Power shall execute and deliver to Buyer a bill of sale to vest in Buyer good and marketable title to the Assets, subject to no security interests, liens or encumbrances, and substantially in the form of the bill of sale attached hereto as Exhibit D.

2.05 Sales, Transfer, and Other Taxes. If applicable, any sales, excise, transfer, purchase, use, or similar tax which may be payable by reason of the sale of all or a portion of the Assets shall be borne and paid by Buyer.

3. Ownership; Separation and Transfer, Operation and Maintenance; Risk of Loss

3.01 Ownership. Rocky Mountain Power shall own the Assets until the Transfer Date.

3.02 Separation and Transfer. The Parties mutually agree upon the following procedures for transferring possession and operation of the Assets: After the Transfer Date, the Assets shall no longer be, or deemed to be, part of Rocky Mountain Power's electrical system. Rocky Mountain Power will read its meters as of the Transfer Date and issue a final billing to the Transferred Customers for any energy used, and any other charges that have accrued prior to the Transfer date.

3.03 Immediately upon the Transfer Date Buyer shall be responsible for the reliable provision of electric service to, and all billings and collections from, the Transferred Customers and for any and all maintenance obligations of the Assets.

3.04 Transfer of Customers. Rocky Mountain Power shall relinquish electrical service to all of its residents at 11:59 a.m. Idaho Falls local time on the Transfer Date, or such other date as mutually agreed to by the parties in writing. Rocky Mountain Power shall be obligated to continue to provide service and entitled to receive payment from the sale and delivery of electric service up to the Transfer Date and Buyer shall have the authority and the obligation to provide electric service to the Transferred Customers and shall be entitled to receive payment from any electric service from and after 12:00 p.m. Idaho Falls local time on the day after the Transfer Date, unless otherwise agreed to by the Parties in writing. From and after the Transfer Date, service to the Transferred Customers shall be provided by Buyer.

3.05 Operation and Maintenance; Risk of Loss. After the Transfer Date, Buyer shall own and be solely responsible for the operation and maintenance of the Assets and risk of loss of the Assets. Prior to the Transfer Date, Rocky Mountain Power shall be responsible for the operation and maintenance of the Assets.

4. Representations and Warranties of Rocky Mountain Power.

Rocky Mountain Power represents and warrants as follows:

4.01 Organization and Powers of Rocky Mountain Power. Rocky Mountain Power is an Oregon corporation, duly organized and validly existing under the laws of the State of Oregon, and is duly qualified to do business in the State of Idaho. Rocky Mountain Power has all requisite power and authority to own the Assets.

4.02 Authority Relative to Agreement; Governmental Authorization. Rocky Mountain Power has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Rocky Mountain Power enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Rocky Mountain Power or the consummation by Rocky Mountain Power of the transactions contemplated by this Agreement, provided that Rocky Mountain Power makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

4.03 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation

or agreement of any kind to which Rocky Mountain Power is now a Party or by which any of its assets may be bound or affected.

4.04 Title to the Assets. Rocky Mountain Power has good and marketable title to the Assets free and clear of all liens, mortgages, pledges, claims, charges, security interests or other encumbrances.

4.05 Condition of Assets. The Assets will be sold to Buyer "AS IS, WHERE IS." Rocky Mountain Power hereby disclaims and excludes herefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

5. Representations and Warranties of Buyer.

Buyer represents and warrants as follows:

5.01 Organization and Powers of Buyer. Buyer is duly qualified to do business in the State of Idaho. Buyer has all requisite power and authority to own the Assets.

5.02 Authority Relative to Agreement; Governmental Authorization. Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Buyer enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated by this Agreement, provided that Buyer makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

5.03 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Buyer is now a Party or by which any of its assets may be bound or affected.

5.04 Condition of Assets. The Assets will be purchased by Buyer "AS IS, WHERE IS." Buyer acknowledges that Rocky Mountain Power disclaims and excludes herefrom, (a) any

express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

6. Covenants of Rocky Mountain Power.

Rocky Mountain Power covenants and agrees as follows:

6.01 Conduct of Business. Rocky Mountain Power shall own and operate the Assets for the time periods set forth in Section 3 of this Agreement in accordance with its past practices and shall engage in no material transactions relating to the Assets out of the ordinary course of business, including entering into any contract or financing arrangement that limits Rocky Mountain Power's ability to sell the Assets to Buyer.

6.02 Insurance. Until the Transfer Date, Rocky Mountain Power shall continue to self-insure or carry insurance currently in effect related to the Assets, adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices:

6.03 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Rocky Mountain Power shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Rocky Mountain Power's obligations hereunder and to complete the transaction contemplated by this Agreement.

6.04 Notification. Rocky Mountain Power will give Buyer prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

6.05 Access to Assets. Until the Transfer Date, Rocky Mountain Power shall allow Buyer and its authorized agents and representatives reasonable access to the Assets.

7. Covenants of Buyer.

Buyer covenants and agrees as follows:

7.01 Insurance. After the Transfer Date, Buyer shall carry insurance or liability coverage adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices for like assets.

7.02 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Buyer shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties'

obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Buyer's obligations hereunder and to complete the transaction contemplated by this Agreement.

7.03 Notification. Buyer will give Rocky Mountain Power prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

7.04 Indemnity. Buyer shall defend, indemnify, and hold harmless Rocky Mountain Power, its officers, directors, employees, and agents, from and against any and all liability, loss, damage, claims, suit or cause of action arising out of or relating to Buyer's ownership, operation or maintenance of the Assets. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

7.05 Rights-of-way. Prior to the Transfer Date, Buyer shall independently obtain at Buyer's own expense, all easements or other real property rights, licenses or permissions, ("rights-of-way") necessary for Buyer to lawfully operate and maintain the Assets as they presently exist, and upon request, Buyer shall provide reasonably satisfactory evidence of having done so to Rocky Mountain Power.

7.06 Operation, Maintenance, Repair, or Replacement of the Assets. Buyer has or will arrange for qualified personnel to operate, maintain, and repair the Assets, and will in no way rely on Rocky Mountain Power for such services. Buyer has or is prepared to locate and procure on its own behalf, replacement components, including transformers, in the event of failure of any or all of the Assets at any time. Buyer takes full responsibility for the installation of such replacement components.

8. Conditions Precedent; Bill of Sale.

All of the obligations of Rocky Mountain Power under this Agreement are subject to the fulfillment, prior to and upon the Transfer Date, of each of the following conditions:

8.01 Representations, Warranties and Covenants of Buyer. All representations and warranties made in this Agreement by Buyer shall be true and correct in all material respects as of the Transfer Date as fully as though such representations and warranties had been made on and as of the Transfer Date, and as of the Transfer Date, Buyer shall have complied in all material respects with all covenants made by it in this Agreement.

8.02 Litigation. At the Transfer Date, there shall not be in effect any order, decree, or injunction of a court of competent jurisdiction restraining, enjoining, or prohibiting the consummation of the transactions contemplated by this Agreement (each Party hereby agreeing to use its reasonable efforts, including reasonable appeals to higher courts, to have any such order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule, or regulation shall have been enacted, by any state or federal government or governmental agency in the United States which would prevent the consummation of such transactions.

Additionally, Rocky Mountain Power's obligation to transfer title to the Assets to Buyer by providing Buyer with the bill of sale contemplated herein shall be contingent upon the following:

8.03 Payment of Purchase Price. Buyer shall have paid to Rocky Mountain Power the Purchase Price.

8.04 Rights-of-way. Buyer shall have provided to Rocky Mountain Power the evidence of necessary rights-of-way provided for in Section 7.05 of this Agreement.

9. Survival of Representations and Warranties.

All representations and warranties of the Parties, and all liability therefor, shall survive for a period of one year past the Transfer Date, at which time the obligations under this agreement shall cease and expire. Notwithstanding the forgoing, obligations under Section 7.04 of this Agreement shall continue indefinitely.

10. Termination.

10.01 Termination. This Agreement may be terminated and abandoned at any time prior to the Transfer Date if:

(a) The Parties agree in writing to terminate this Agreement by mutual consent; or

(b) Buyer delivers a written notice to Rocky Mountain Power to the effect that Rocky Mountain Power has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Buyer) within thirty (30) days after the date such notice is delivered by Buyer to Rocky Mountain Power; or

(c) Rocky Mountain Power delivers a written notice to Buyer to the effect that Buyer has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Rocky Mountain Power) within thirty (30) days after the date such notice is delivered by Rocky Mountain Power to Buyer; or

(d) The Transfer Date has not occurred on or before July 31, 2018 or such later date to which the term of this Agreement may be extended pursuant to mutual agreement of the Parties, provided that one of the Parties gives notice to the other so terminating this Agreement and that the Party seeking such termination has not defaulted in a manner responsible for delaying the Transfer Date past July 31, 2018.

10.02 Effect of Termination. Except where specific terms and conditions of this Agreement provide that such terms and conditions survive termination of this Agreement, any termination pursuant to this Section 10 shall relieve both Parties hereto of their obligations set

forth herein, and any such termination constitutes a failure of the conditions to the obligations of the Parties to implement this Agreement, except that nothing herein will relieve any Party from liability for any breach of this Agreement.

11. Assignment.

Neither Party may assign its rights under this Agreement to any third party without the written consent of the other Party.

12. Jurisdiction of Regulatory Authorities

In the event that the Commission or any other state, federal, or municipal authority determines that any provision of this Agreement conflicts with or is in violation of applicable law, or issues any rules, regulations, or orders which require Rocky Mountain Power to alter or amend any of the provisions of this Agreement or to terminate this Agreement, or that otherwise preclude or materially interfere with or rescind the transfer of assets contemplated herein, this Agreement automatically shall be amended to comply with such determination, amendment, rule, regulation or order; or, if so ordered, this Agreement shall terminate without effecting transfer of the Assets to Buyer, or the Assets and the purchase price shall be returned if transfer has already occurred; and in any of the foregoing events, Rocky Mountain Power shall not be liable to Buyer for damages or losses of any kind whatsoever, including consequential damages, which Buyer may sustain as a result of such determination, amendment, rule, regulation, or order, or modification or termination of this transaction, and Buyer shall pay all Disconnect Costs incurred by Rocky Mountain Power, or irrevocably committed to, on or before the date of any such regulatory action.

13. Miscellaneous.

13.01 Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties which expressly refers to this Agreement and states that it is an amendment hereto.

13.02 Section and Paragraph Headings. The Section and Subsection headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13.03 Waiver. Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in writing, by the Party entitled to the benefit of such terms or conditions.

13.04 Jury Waiver. To the fullest extent permitted by law, each of the Parties waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

13.04 Limitation of Remedies. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES OR ECONOMIC LOSSES ARISING OUT OF ANY CLAIM, DEMAND, OR ACTION BROUGHT WITH RESPECT TO THIS AGREEMENT.

13.05 Notices. All notices, requests, demands, and other communications given by Buyer or Rocky Mountain Power shall be in writing and shall be deemed to have been duly given when telecopied, when delivered personally in writing or when deposited into the United States mail, to the following addresses:

If to Rocky Mountain Power: Rocky Mountain Power
Brent Dewsnap
70 North 200 East
American Fork, Utah 84003

With a copy to: Rocky Mountain Power
Office of General Counsel
1407 N. West Temple Suite 320
Salt Lake City, Utah 84116

If to Buyer: Idaho Falls City Power
Jackie Flowers
140 South Capital Avenue
PO Box 50220
Idaho Falls, ID 83405

or to such other address as Buyer or Rocky Mountain Power may designate in writing.

13.06 Integrated Agreement. This Agreement, when executed, constitutes the entire agreement between the Parties hereto with respect to the Assets defined in this Agreement, and supersedes and negates all prior line extension agreements and understandings, oral and written, between the Parties hereto with respect to the Assets.

13.07 Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original and which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

IDAHO FALLS POWER

ROCKY MOUNTAIN POWER

By: _____

Name: Rebecca L. Noah Casper

Title: Mayor, Idaho Falls

By: _____

Name: R. Jeff Richards

Title: Vice President and General Counsel

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF UTAH)

) ss.

County of Salt Lake)

On this ____ day of _____, 2018, personally appeared before me R. Jeff Richards, whose identity is personally known to me and who my me was duly sworn or affirmed stated that he is the Vice President and General Counsel of Rocky Mountain Power and that said document was signed by him in behalf of said Rocky Mountain Power by Authority of its Bylaws, and said R. Jeff Richards acknowledged to me that said Rocky Mountain Power executed the same.

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

Notary Public of Utah

(Seal)

EXHIBIT A
DESCRIPTION OF ASSETS

Property Valuation
Sale in Place - Distribution Facilities
For: Idaho Falls Power – Prestwich Estates
Asset Valuation

Asset Description	FERC ACCOUNT	Vintage	QUANTITY	Sales Price
Underground service cable	367	1973	3,236	1,921
XFMR Pad 25 kva	368	1973	3	4,903
XFMR Pad 50 kva	368	1973	1	1,808
XFMR Pad 75 kva	368	1977	1	2,362
XFMR Pad 75 kva	368	1972	1	2,028
Secondary junction box	368	1973	3	761
Single phase primary riser	368	1973	2	2,113
Service drops	369	1973	23	2,100
Total Equipment				\$17,996

EXHIBIT B
12 Prior Months Electric Bills

Meter #	66931398	47154212	40125658	56826190	66896571	66773572	66865917	51437527	66665820	66922521	Total for page 1
Address	3265 Nina Drive	3233 Nina Drive	3203 Nina Drive	3169 Nina Drive	3135 Nina Drive	3103 Nina Drive	3104 Nina Drive	1747 Charla Drive	3101 Merlin Drive	3102 Merlin Drive	
Feb-17	95.52	358.48	94.95	135.43	416.03	351.96	200.10	87.60	84.98	587.26	2,412.31
Jan-17	90.50	252.40	256.30	123.17	461.56	382.76	234.93	93.65	120.53	713.07	2,728.87
Dec-16	77.21	138.75	134.38	104.60	236.32	219.08	132.18	76.97	77.21	351.40	1,548.10
Nov-16	221.07	141.07	114.91	99.73	154.25	146.78	144.24	77.59	127.23	231.75	1,458.62
Oct-16	209.04	110.99	147.84	102.12	80.12	129.94	182.27	83.80	149.95	140.02	1,336.09
Sep-16	81.03	87.53	154.46	111.90	61.99	141.78	199.27	80.88	132.21	125.59	1,176.64
Aug-16	183.63	98.22	172.95	133.55	89.84	163.81	180.91	71.67	153.85	145.88	1,394.31
Jul-16	257.31	92.35	135.06	101.52	69.23	192.48	119.86	85.53	114.76	146.94	1,315.04
Jun-16	79.35	95.81	115.51	82.59	115.21	151.68	123.48	71.62	77.36	298.97	1,211.58
May-16	70.94	80.78	88.54	86.10	153.23	162.15	123.95	74.33	72.18	36.51	948.71
Apr-16	75.54	97.05	83.98	81.25	246.05	205.36	127.31	76.69	73.83	154.90	1,221.96
Mar-16	78.20	160.43	96.81	89.19	316.40	258.49	115.57	76.28	75.46	250.16	1,516.99
Total	1,519.34	1,713.86	1,595.69	1,251.15	2,400.23	2,506.27	1,884.07	956.61	1,259.55	3,182.45	18,269.22
X 167%	2,537.30	2,862.15	2,664.80	2,089.42	4,008.38	4,185.47	3,146.40	1,597.54	2,103.45	5,314.69	30,509.60

EXHIBIT B (Continued)
12 Prior Months Electric Bills

Meter #	66461369	2304791	59218260	51451182	38697829	46846301	31697287	66773499	66825214	2304792	Total for page 2
Address	3136 Merlin Drive	3170 Merlin Drive	3202 Merlin Drive	3232 Merlin Drive	3268 Merlin Drive	3267 Merlin Drive	3266 Nina Drive	3231 Merlin Drive	3230 Nina Drive	3205 Merlin Drive	
Feb-17	91.5	410.98	41.50	110.31	65.99	82.43	74.38	189.41	10.30	353.36	1,430.16
Jan-17	100.86	443.99	52.25	116.03	56.58	121.32	87.55	227.79	30.91	314.84	1,552.12
Dec-16	83.83	267.52	46.49	67.24	61.03	63.41	84.18	149.56	93.49	170.13	1,086.88
Nov-16	70.01	199.85	50.32	65.89	69.68	66.00	81.69	100.07	83.82	129.39	916.72
Oct-16	75.25	122.84	45.52	68.00	66.13	60.44	100.48	92.15	82.74	102.24	815.79
Sep-16	78.14	93.84	36.74	71.13	68.24	56.32	85.73	97.00	91.08	87.05	765.27
Aug-16	89.05	92.03	43.52	93.10	71.13	79.47	96.11	104.31	97.66	101.85	868.23
Jul-16	74.46	89.95	38.86	65.00	75.45	52.54	20.75	88.69	91.49	84.57	681.76
Jun-16	70.9	137.37	37.86	65.00	68.00	51.09	29.84	80.03	83.01	96.43	719.53
May-16	77.19	183.07	46.27	68.60	34.91	48.37	26.26	82.33	79.18	118.52	764.70
Apr-16	105.21	258.27	49.37	69.91	51.66	50.47	20.03	107.37	80.76	159.15	952.20
Mar-16	176.08	355.72	50.81	108.32	34.71	58.75	23.10	166.63	90.04	186.81	1,250.97
Total	1,092.48	2,655.43	539.51	968.53	723.51	790.61	730.10	1,485.34	914.48	1,904.34	11,804.33
X 167%	1,824.44	4,434.57	900.98	1,617.45	1,208.26	1,320.32	1,219.27	2,480.52	1,527.18	3,180.25	19,713.23

EXHIBIT B (Continued)
12 Prior Months Electric Bills

Meter #	1323092	1747563	51133575			
	3200 Nina Drive	1724 Charla Drive	1762 Charla Drive	Total page 1	Total page 2	Grand Total
Feb-17	224.25	415.58	290.51	2,412.31	1,430.16	4,772.81
Jan-17	312.55	459.22	354.77	2,728.87	1,552.12	5,407.53
Dec-16	195.35	332.78	201.71	1,548.10	1,086.88	3,364.82
Nov-16	149.16	265.14	136.34	1,458.62	916.72	2,925.98
Oct-16	151.30	191.65	176.34	1,336.09	815.79	2,671.17
Sep-16	100.26	130.85	134.63	1,176.64	765.27	2,307.65
Aug-16	122.86	132.64	159.78	1,394.31	868.23	2,677.82
Jul-16	165.00	140.96	148.38	1,315.04	681.76	2,451.14
Jun-16	146.35	197.39	169.78	1,211.58	719.53	2,444.63
May-16	192.50	259.73	166.63	948.71	764.70	2,332.27
Apr-16	201.28	336.34	180.82	1,221.96	952.20	2,892.60
Mar-16	211.29	434.34	179.98	1,516.99	1,250.97	3,593.57
Total	2,172.15	3,296.62	2,299.67	18,269.22	11,804.33	37,841.99
X 167%	3,627.49	5,505.36	3,840.45	30,509.60	19,713.23	63,196.12

EXHIBIT C

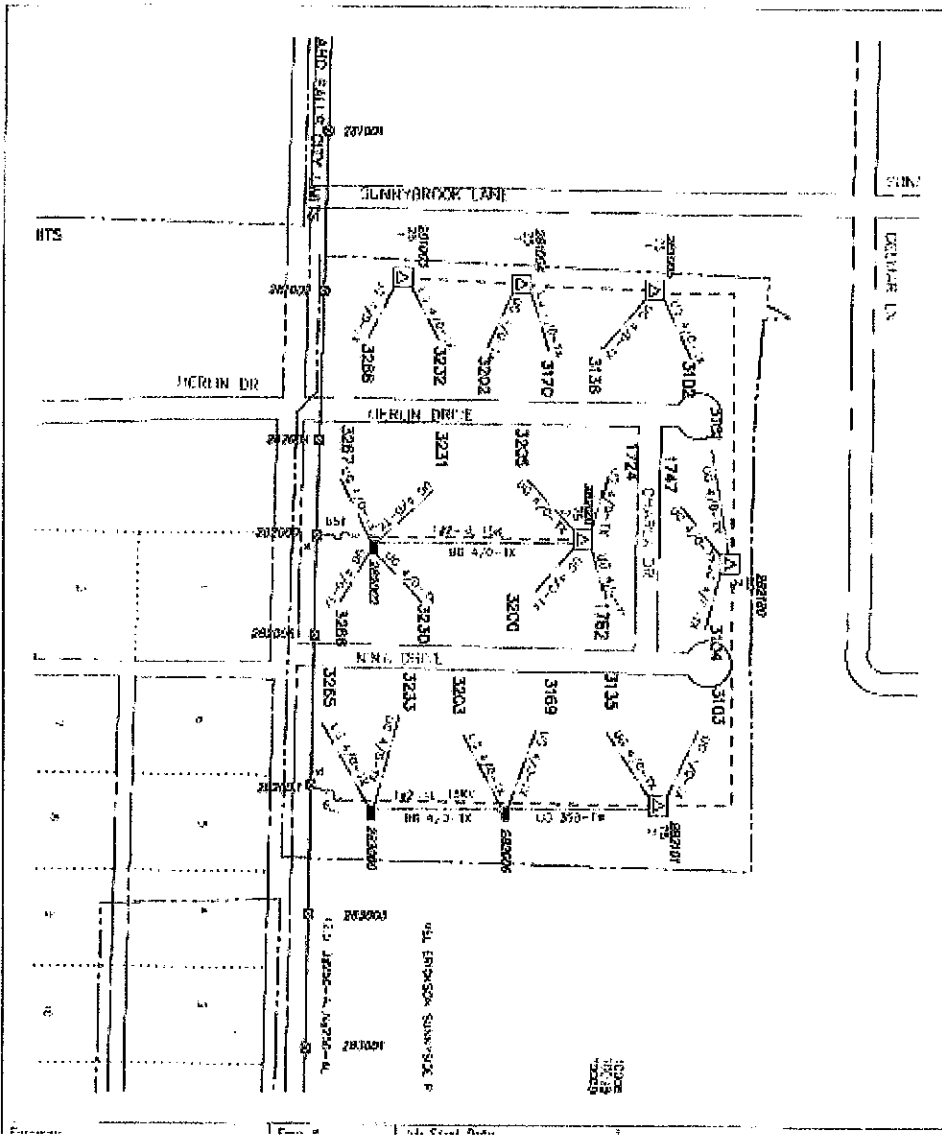


EXHIBIT D

BILL OF SALE

SELLER: ROCKY MOUNTAIN POWER

BUYER: IDAHO FALLS

FOR VALUABLE CONSIDERATION totaling NINETY TWO THOUSAND, SEVEN HUNDRED THIRTEEN AND 00/100 (\$92,713), the receipt of which is hereby acknowledged, Rocky Mountain Power ("Seller"), hereby grants, bargains, sells and delivers to Idaho Falls Power ("Buyer"), pursuant to an Asset Purchase Agreement dated as of _____, all of its right, title, and interest in and to all of the Assets listed on Exhibit A, attached to said Asset Purchase Agreement, and presently in the possession of Seller.

THE ASSETS ARE SOLD AND DELIVERED TO BUYER "AS IS, WHERE IS."

ROCKY MOUNTAIN POWER HEREBY DISCLAIMS AND EXCLUDES HEREFROM, (A) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE VALUE, CONDITION, DESIGN, OPERATION, OR QUALITY OF THE MATERIALS OR WORKMANSHIP IN, OR ANY DEFECTS IN, THE ASSETS, (B) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR (C) ANY EXPRESS OR IMPLIED REPRESENTATION, GUARANTEE, OBLIGATION, LIABILITY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

DATED this _____ day of _____, 2018.

Rocky Mountain Power

By: _____
Name: R. Jeff Richards
Title: Vice President and General Counsel



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jackie Flowers, General Manager

DATE: March 28, 2018

RE: Approve the Asset Purchase Agreement with Rocky Mountain Power for Jackson Hole Junction

Attached is a copy of the Asset Purchase Agreement between the City of Idaho Falls and Rocky Mountain Power related to Jackson Hole Junction. This transfer is being completed in accordance with Service Allocation Agreement between the two entities as approved by the City Council on September 28, 2017. The City Attorney has reviewed the document.

Jackson Hole Junction will be responsible for 50% of the transfer fee which will be collected in conjunction with the line extension fees for electric service extension into this development.

Idaho Falls Power respectfully requests that City Council approve the Asset Purchase Agreement with Rocky Mountain Power for \$77,892 and authorize the Mayor to sign the document.

Attachment

JRF/1041

C: City Clerk
City Attorney
File

**ASSET PURCHASE AGREEMENT
BETWEEN
ROCKY MOUNTAIN POWER
AND
CITY OF IDAHO FALLS, IDAHO**

This Asset Purchase Agreement (the "Agreement"), dated this ____ day of _____, 20__ is between the City of Idaho Falls, Idaho, a municipal corporate of the State of Idaho d/b/a Idaho Falls Power, ("Buyer"); and PacifiCorp, an Oregon corporation doing business in Utah as Rocky Mountain Power ("Rocky Mountain Power"). Rocky Mountain Power and Buyer are sometimes referred to collectively as "Parties" and individually as "Party."

WHEREAS, Rocky Mountain Power owns certain Assets located in Idaho Falls, Bonneville County, Idaho, associated with serving five locations along Pioneer Drive, as described in Exhibit C attached to this Agreement and incorporated herein; and

WHEREAS, Buyer has agreed to purchase the Assets from Rocky Mountain Power and Rocky Mountain Power hereby agrees to sell the Assets to Buyer in accordance with and subject to all of the terms and conditions of sale as expressed herein; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and conditions set forth in this Agreement, the sufficiency of which is hereby mutually acknowledged and accepted, the Parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms used herein but not otherwise defined herein shall have the following meaning when used with initial capitalization, whether singular or plural:

1.1 "Assets" means those assets owned by Rocky Mountain Power, as set forth in Exhibit A. A map showing the location of the Assets is attached as Exhibit C of this agreement.

1.2 "Commission" means the Idaho Public Utilities Commission.

1.3 "Disconnect Costs" means Rocky Mountain Power's charges for disconnecting the assets from the Rocky Mountain Power distribution feeder, and any additional related work requested by Buyer.

1.4 "Purchase Price" means the price Buyer will pay to Rocky Mountain Power in exchange for the Assets, pursuant to Section 2 herein.

1.5 "Transfer Date" means the date upon which Rocky Mountain Power conveys to Buyer the bill of sale for the Assets and all of the Transferred Customers shall become the customers of Idaho Falls Power.

2. Sale and Purchase of Assets.

2.1 Assets to Be Sold. Subject to all of the terms and conditions of this Agreement, Rocky Mountain Power agrees to sell and Buyer agrees to buy all of Rocky Mountain Power's right, title and interest in the Assets.

2.2 Purchase Price. The Purchase Price for the Assets shall be SEVENTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-TWO DOLLARS (\$77,892).

2.3 Payment. The Purchase Price shall be paid to Rocky Mountain Power by Buyer within fifteen (15) days of the date this Agreement is executed by both Parties; such payment shall be by check.

2.4 Instruments of Conveyance and Transfer. Subject to the satisfaction of the conditions precedent set forth in Section 8 below, and pursuant to all of the terms and conditions of this Agreement, Rocky Mountain Power shall execute and deliver to Buyer a bill of sale to vest in Buyer good and marketable title to the Assets, subject to no security interests, liens or encumbrances, and substantially in the form of the unexecuted bill of sale attached hereto as Exhibit D.

2.5 Proration of Personal Property Taxes. Personal property taxes, if applicable, shall be prorated between Rocky Mountain Power and Buyer as of the Transfer Date based upon days of ownership in the tax year in which the Transfer Date occurs.

2.6 Sales, Transfer and Other Taxes. If applicable, any sales, excise, transfer, purchase, use, or similar tax which may be payable by reason of the sale of all or a portion of the Assets shall be borne and paid by Buyer.

3. Ownership; Disconnect Costs; Operation and Maintenance; Risk of Loss

3.1 Ownership. Rocky Mountain Power shall own the Assets until the Transfer Date.

3.2 Operation and Maintenance; Risk of Loss. After the Transfer Date, Buyer shall own and be solely responsible for the operation and maintenance of the Assets and risk of loss of the Assets. Prior to the transfer date, Rocky Mountain Power shall be responsible for the operation and maintenance of the Assets. For the life of the Assets, Buyer shall at all times operate and maintain the Assets in accordance with prudent utility practice.

3.3 Disconnect Costs. Buyer shall pay Rocky Mountain Power all Disconnect Costs, including materials, labor, and applicable overheads, for the installation, operation, and maintenance, of all facilities that Rocky Mountain Power determines are reasonably necessary to separate the connection between the Assets and Rocky Mountain Power's distribution system. Buyer shall coordinate operations with Rocky Mountain Power to this end. Buyer may request that Rocky Mountain Power perform additional work necessary to reconnect the Assets to Buyer's own distribution feeder, and any such work performed shall be as specifically agreed by the Parties in a separate written agreement, and the charges for such work shall be deemed Disconnect Costs for purposes of this Agreement only.

4. Representations and Warranties of Rocky Mountain Power.

Rocky Mountain Power represents and warrants as follows:

4.1 Organization and Powers of Rocky Mountain Power. Rocky Mountain Power is an Oregon corporation, duly organized and validly existing under the laws of the State of Oregon, and

is duly qualified to do business in the State of Idaho. Rocky Mountain Power has all requisite power and authority to own the Assets.

4.2 Authority Relative to Agreement; Governmental Authorization. Rocky Mountain Power has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Rocky Mountain Power enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Rocky Mountain Power or the consummation by Rocky Mountain Power of the transactions contemplated by this Agreement, provided that Rocky Mountain Power makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

4.3 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Rocky Mountain Power is now a Party or by which any of its assets may be bound or affected.

4.4 Title to the Assets. Rocky Mountain Power has good and marketable title to the Assets free and clear of all liens, mortgages, pledges, claims, charges, security interests or other encumbrances.

4.5 Condition of Assets. The Assets will be sold to Buyer "AS IS, WHERE IS." Rocky Mountain Power hereby disclaims and excludes herefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

5. Representations and Warranties of Buyer.

Buyer represents and warrants as follows:

5.1 Organization and Powers of Buyer. Buyer is duly qualified to do business in the State of Idaho. Buyer has all requisite power and authority to own the Assets.

5.2 Authority Relative to Agreement; Governmental Authorization. Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Buyer enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability

of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated by this Agreement, provided that Buyer makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

5.3 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Buyer is now a Party or by which any of its assets may be bound or affected.

5.4 Condition of Assets. The Assets will be purchased by Buyer "AS IS, WHERE IS." Buyer acknowledges that Rocky Mountain Power disclaims and excludes herefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

6. Covenants of Rocky Mountain Power.

Rocky Mountain Power covenants and agrees as follows:

6.1 Conduct of Business. Rocky Mountain Power shall own and operate the Assets for the time periods set forth in Section 3 herein in accordance with its past practices and shall engage in no material transactions relating to the Assets out of the ordinary course of business, including entering into any contract or financing arrangement that limits Rocky Mountain Power's ability to sell the Assets to Buyer.

6.2 Insurance. Until the Transfer Date, Rocky Mountain Power shall continue to self-insure or carry insurance currently in effect related to the Assets, adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices.

6.3 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Rocky Mountain Power shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Rocky Mountain Power's obligations hereunder and to complete the transaction contemplated by this Agreement.

6.4 Notification. Rocky Mountain Power will give Buyer prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

6.5 Access to Assets. Until the Transfer Date, Rocky Mountain Power shall allow Buyer and its authorized agents and representatives reasonable access to the Assets.

7. Covenants of Buyer.

Buyer covenants and agrees as follows:

7.1 Conduct of Business. Prior to the Transfer Date, Buyer shall operate the Assets for the time periods set forth in Section 3 herein in accordance with Rocky Mountain Power's instructions, if any, and Rocky Mountain Power's past practices. Prior to the Transfer Date, Buyer shall engage in no material transactions relating to the sale or disposition of the Assets in whole or in part.

7.2 Insurance. After the Transfer Date, Buyer shall carry insurance or liability coverage adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices for like assets.

7.3 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Buyer shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Buyer's obligations hereunder and to complete the transaction contemplated by this Agreement.

7.4 Notification. Buyer will give Rocky Mountain Power prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

7.5 Indemnity. Buyer shall defend, indemnify, and hold harmless Rocky Mountain Power, its officers, directors, employees, and agents, from and against any and all liability, loss, damage, claims, suit or cause of action arising out of or relating to Buyer's ownership, operation or maintenance of the Assets. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

7.6 Rights-of-way. Prior to the Transfer Date, Buyer shall independently obtain at Buyer's own expense, all easements or other real property rights, licenses or permissions, ("rights-of-way") necessary for Buyer to lawfully operate and maintain the Assets as they presently exist, and upon request, Buyer shall provide reasonably satisfactory evidence of having done so to Rocky Mountain Power.

7.7 Operation, Maintenance, Repair, or Replacement of the Assets. Buyer has or will arrange for qualified personnel to operate, maintain, and repair the Assets, and will in no way rely on Rocky Mountain Power for such services. Buyer has or is prepared to locate and procure on its own behalf, replacement components, including transformers, in the event of failure of any or all of the Assets at any time. Buyer takes full responsibility for the installation of such replacement components.

8. Conditions Precedent; Bill of Sale.

All of the obligations of Rocky Mountain Power under this Agreement are subject to the fulfillment, prior to and upon the Transfer Date, of each of the following conditions:

8.1 Representations, Warranties and Covenants of Buyer. All representations and warranties made in this Agreement by Buyer shall be true and correct in all material respects as of the Transfer Date as fully as though such representations and warranties had been made on and as of the Transfer Date, and as of the Transfer Date, Buyer shall have complied in all material respects with all covenants made by it in this Agreement.

8.2 Litigation. At the Transfer Date, there shall not be in effect any order, decree, or injunction of a court of competent jurisdiction restraining, enjoining, or prohibiting the consummation of the transactions contemplated by this Agreement (each Party hereby agreeing to use its reasonable efforts, including reasonable appeals to higher courts, to have any such order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule, or regulation shall have been enacted, by any state or federal government or governmental agency in the United States which would prevent the consummation of such transactions.

Additionally, Rocky Mountain Power's obligation to transfer title to the Assets to Buyer by providing Buyer with the bill of sale contemplated herein shall be contingent upon the following:

8.3 Payment of Purchase Price. Buyer shall have paid to Rocky Mountain Power the Purchase Price.

8.4 Rights-of-way. Buyer shall have provided to Rocky Mountain Power the evidence of necessary rights-of-way provided for in Section 7.6 above.

8.5 Disconnect Costs. Buyer shall have paid to Rocky Mountain Power all of the Disconnect Costs in accord with this Agreement and the terms of a separate agreement between the Parties.

No later than thirty (30) days after the date upon which all of the conditions in Sections 8.3 through 8.5 have been satisfied, Rocky Mountain Power shall convey to Buyer the bill of sale for the Assets.

9. Survival of Representations and Warranties.

All representations and warranties of the Parties, and all liability therefor, shall survive for a period of one year past the Transfer Date, at which time the obligations under this agreement shall cease and expire. Notwithstanding the forgoing, obligations under Section 7.5 shall continue indefinitely.

10. Termination.

10.1 Termination. This Agreement may be terminated and abandoned at any time prior to the Transfer Date if:

(a) The Parties agree in writing to terminate this Agreement by mutual consent; or

(b) Buyer delivers a written notice to Rocky Mountain Power to the effect that Rocky Mountain Power has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived

by Buyer) within thirty (30) days after the date such notice is delivered by Buyer to Rocky Mountain Power; or

(c) Rocky Mountain Power delivers a written notice to Buyer to the effect that Buyer has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Rocky Mountain Power) within thirty (30) days after the date such notice is delivered by Rocky Mountain Power to Buyer; or

(d) The Transfer Date shall not have occurred on or before August 31, 2018, or such later date to which the term of this Agreement may be extended pursuant to mutual agreement of the Parties, provided that one of the Parties gives notice to the other so terminating this Agreement and that the Party seeking such termination has not defaulted in a manner responsible for delaying the Transfer Date past October 1, 2018.

10.2 Effect of Termination. Except where specific terms and conditions of this Agreement provide that such terms and conditions survive termination of this Agreement, any termination pursuant to this Section 10 shall relieve both Parties hereto of their obligations set forth herein, and any such termination constitutes a failure of the conditions to the obligations of the Parties to implement this Agreement, except that nothing herein will relieve any Party from liability for any breach of this Agreement. Provided further, except in the case of termination by Buyer on account of default by Rocky Mountain Power, Buyer shall pay all Disconnect Costs incurred by Rocky Mountain Power, or irrevocably committed to, on or before the date of any such termination.

11. Assignment.

Neither Party may assign its rights under this Agreement to any third party without the written consent of the other Party.

12. Jurisdiction of Regulatory Authorities.

In the event that the Commission or any other state, federal, or municipal authority determines that any provision of this Agreement conflicts with or is in violation of applicable law, or issues any rules, regulations, or orders which require Rocky Mountain Power to alter or amend any of the provisions of this Agreement or to terminate this Agreement, or that otherwise preclude or materially interfere with or rescind the transfer of assets contemplated herein, this Agreement automatically shall be amended to comply with such determination, amendment, rule, regulation or order; or, if so ordered, this Agreement shall terminate without effecting transfer of the Assets to Buyer, or the Assets and the purchase price shall be returned if transfer has already occurred; and in any of the foregoing events, Rocky Mountain Power shall not be liable to Buyer for damages or losses of any kind whatsoever, including consequential damages, which Buyer may sustain as a result of such determination, amendment, rule, regulation, or order, or modification or termination of this transaction, and Buyer shall pay all Disconnect Costs incurred by Rocky Mountain Power, or irrevocably committed to, on or before the date of any such regulatory action.

13. Miscellaneous.

13.1 Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties which expressly refers to this Agreement and states that it is an amendment hereto.

13.2 Section and Paragraph Headings. The Section and Subsection headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13.3 Waiver. Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in writing, by the Party entitled to the benefit of such terms or conditions.

13.4 Notices. All notices, requests, demands, and other communications given by Buyer or Rocky Mountain Power shall be in writing and shall be deemed to have been duly given when telecopied, when delivered personally in writing or when deposited into the United States mail, to the following addresses:

If to Rocky Mountain Power:	Rocky Mountain Power Attn: Brent Dewsnap Regional Business Manager 1569 West North Temple Salt Lake City, UT 84116
With a copy to:	Rocky Mountain Power Attn: Jim Hermann Customer & Regulatory Liaison 825 NE Multnomah, Suite 800 Portland, OR 97232
If to Buyer:	Idaho Falls Power Attn: Jackie Flowers PO Box 50220 140 S Capital Avenue Idaho Falls ID 83405

or to such other address as Buyer or Rocky Mountain Power may designate in writing.

13.5 Integrated Agreement. This Agreement, when executed, constitutes the entire agreement between the Parties hereto, and supersedes and negates all prior line extension agreements and understandings, oral and written, between the Parties hereto with respect to the Assets.

13.6 Counterparts. This Agreement may be executed in two counterparts, each of which shall for all purposes be deemed to be an original and both of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

BUYER:

By: _____
Name: _____
Title: _____

ROCKY MOUNTAIN POWER

By: _____
Name: R. Jeff Richards
Title: Vice President and General Counsel

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF ASSETS

Property Valuation
Sale in Place - Distribution Facilities
For: Idaho Falls, Idaho - Pioneer Rd
Asset Valuation
Material List

Asset Description	FERC ACCOUNT	Vintage	QUANTIT	Sales Price
40' SEC POLE	364	1968	1	730
35' SEC POLE	364	1968	1	741
35' SEC POLE	364	1994	1	1,216
35' SEC POLE	364	2005	1	1,438
#2 OHTX	365	1968	110	75
#2 OHTX	365	1968	95	65
#2 OHTX	365	1968	55	38
1/0 OHTX	365	1994	20	26
#2 OHTX	365	2005	95	122
#2 OHTX	365	2005	70	90
3" CONDUIT	366	1994	300	1,906
3" CONDUIT	366	1994	30	191
2" CONDUIT	366	1997	30	180
3" CONDUIT	366	1998	30	206
3" CONDUIT	366	2005	30	233
3"	366	2005	30	233
350 UGTX	367	1994	300	1,135
1/0 UGQX	367	1997	55	96
#2 UG PRIMARY CABLE	367	1998	560	1,790
4/0 UGTX	367	1998	115	238
350 UGTX	367	2005	240	1,169
1/0 UGTX	367	2005	40	83
25 KVA OH XFMR	368	1975	1	786
25 KVA OH XFMR	368	1992	1	1,132
10 KVA OH XFMR 277/480	368	1997	3	9,564
25 KVA UG XFMR	368	1998	1	1,264
25 KVA OH XFMR	368	2005	1	1,423
25 KVA OH XFMR	368	2005	1	1,423
Total				27,590

Rocky Mountain Power
Proposed Sale in Place, Idaho Falls, Idaho - Pioneer Rd.
Value of Inventory

<u>Description</u>		<u>Sales Price</u>
<u>Plant In Service</u>		
364	Poles, Towers and Fixtures	\$4,125
365	Overhead Conductors & Devices	\$415
366	Underground Conduit	\$2,948
367	Underground Conductors and Devices	\$4,510
368	Line Transformers	\$15,592
Plant In Service		\$27,590
Income Taxes		\$10,736
Sale Price - Existing Assets		<hr/> \$38,326
Expenses		
Separation Costs		\$10,805
12 Months Revenue @ 167%		\$26,262
Legal/Transaction Costs		<hr/> \$2,500
Total Expenses		<hr/> \$39,567
Total Sale Price		<hr/> <hr/> \$77,892

EXHIBIT B

PRIOR 12 MONTHS' ACTIVE ELECTRIC BILLS

METER 23748206 3171 S. Pioneer Road			METER 51130355 3016 S. PIONEER RD			METER 51464663 3143 S. PIONEER ROAD			METER 6691455 3129 S. PIONEER ROAD		
MONTH	BILL DATE	REVENUE	MONTH	BILL DATE	REVENUE	MONTH	BILL DATE	REVENUE	MONTH	BILL DATE	REVENUE
1	6/18/2014	\$266.41	1	1/20/2017	\$0.00	1	12/20/2016	\$340.23	1	7/19/2016	\$108.14
2	5/19/2014	\$266.32	2	12/20/2016	\$0.00	2	11/17/2016	\$150.56	2	6/17/2016	\$97.77
3	4/18/2014	\$272.91	3	11/17/2016	\$0.00	3	10/18/2016	\$165.60	3	5/18/2016	\$135.28
4	3/20/2014	\$264.54	4	10/31/2016	\$11.05	4	9/19/2016	\$152.96	4	4/19/2016	\$165.84
5	2/19/2014	\$299.27	5	10/18/2016	\$24.36	5	8/18/2016	\$159.87	5	3/21/2016	\$213.81
6	1/21/2014	\$341.99	6	9/19/2016	\$40.76	6	7/19/2016	\$189.20	6	2/22/2016	\$318.81
7	12/19/2013	\$313.72	7	8/18/2016	\$42.98	7	6/17/2016	\$206.33	7	1/21/2016	\$330.60
8	11/18/2013	\$279.70	8	7/19/2016	\$377.05	8	5/18/2016	\$202.39	8	12/21/2015	\$349.17
9	10/17/2013	\$263.24	9	6/17/2016	\$210.03	9	4/19/2016	\$194.14	9	11/18/2015	\$238.41
10	9/18/2013	\$314.67	10	5/18/2016	\$13.34	10	3/21/2016	\$228.07	10	10/19/2015	\$116.83
11	8/19/2013	\$310.39	11	5/2/2016	\$0.00	11	2/22/2016	\$383.69	11	9/21/2015	\$140.14
12	7/18/2013	\$282.10	12	4/19/2016	\$0.00	12	1/21/2016	\$384.67	12	8/19/2015	\$126.78
TOTAL		\$3,475.26			\$719.57			\$2,757.71			\$2,341.58
X 167%		\$5,803.68			\$1,201.68			\$4,605.38			\$3,910.44

EXHIBIT B (Continued)

PRIOR 12 MONTHS' ACTIVE ELECTRIC BILLS

METER 28299406	3115 S. PIONEER ROAD		METER 28322870	3115 S. PIONEER ROAD		METER 2381217	3045 S. PIONEER ROAD		METER 53844144	3041 S. PIONEER ROAD	
MONTH	BILL DATE	REVENUE	MONTH	BILL DATE	REVENUE	MONTH	BILL DATE	REVENUE	MONTH	BILL DATE	REVENUE
1	6/17/2016	\$138.79	1	7/19/2016	\$146.33	1	12/21/2017	\$208.61	1	10/19/2015	\$47.09
2	5/18/2016	\$91.56	2	6/17/2016	\$152.82	2	11/17/2017	\$152.21	2	9/21/2015	\$55.31
3	4/19/2016	\$118.41	3	5/18/2016	\$113.60	3	10/18/2017	\$98.23	3	8/19/2015	\$50.44
4	3/21/2016	\$147.41	4	4/19/2016	\$158.97	4	9/19/2017	\$59.71	4	7/20/2015	\$65.48
5	2/22/2016	\$218.30	5	3/21/2016	\$190.36	5	8/18/2017	\$76.28	5	6/18/2015	\$50.11
6	1/21/2016	\$230.50	6	2/22/2016	\$282.98	6	7/19/2017	\$90.17	6	5/20/2015	\$44.98
7	12/21/2015	\$212.55	7	1/21/2016	\$307.30	7	6/19/2017	\$75.06	7	4/20/2015	\$40.26
8	11/18/2015	\$146.25	8	12/21/2015	\$297.78	8	5/18/2017	\$111.48	8	3/20/2015	\$37.73
9	10/19/2015	\$76.22	9	11/18/2015	\$191.04	9	4/19/2017	\$138.84	9	2/19/2015	\$38.17
10	9/21/2015	\$119.81	10	10/19/2015	\$119.04	10	3/21/2017	\$168.46	10	1/21/2015	\$86.72
11	8/19/2015	\$142.71	11	9/21/2015	\$169.89	11	2/20/2017	\$211.41	11	12/22/2014	\$79.66
12	7/20/2015	\$183.36	12	8/19/2015	\$171.91	12	1/20/2017	\$257.21	12	11/18/2014	\$59.89
TOTAL		\$1,825.87			\$2,302.02			\$1,647.67			\$655.84
		\$3,049.20			\$3,844.37			\$2,751.61			\$1,095.25
GRAND TOTAL		\$26,262									

MAP OF FACILITIES

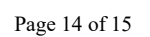


EXHIBIT D

BILL OF SALE

SELLER: ROCKY MOUNTAIN POWER

BUYER: IDAHO FALLS

FOR VALUABLE CONSIDERATION totaling SEVENTY-SEVEN THOUSAND EIGHT HUNDRED NINETY AND TWO DOLLARS (\$77,892), the receipt of which is hereby acknowledged, Rocky Mountain Power ("Seller"), hereby grants, bargains, sells and delivers to Idaho Falls ("Buyer"), pursuant to an Asset Purchase Agreement dated as of _____ all of its right, title, and interest in and to all of the Assets listed on Exhibit A, attached to said Asset Purchase Agreement, and presently in the possession of Seller.

THE ASSETS ARE SOLD AND DELIVERED TO BUYER "AS IS, WHERE IS."

ROCKY MOUNTAIN POWER HEREBY DISCLAIMS AND EXCLUDES HEREFROM, (A) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE VALUE, CONDITION, DESIGN, OPERATION, OR QUALITY OF THE MATERIALS OR WORKMANSHIP IN, OR ANY DEFECTS IN, THE ASSETS, (B) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR (C) ANY EXPRESS OR IMPLIED REPRESENTATION, GUARANTEE, OBLIGATION, LIABILITY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE

DATED this _____ day of _____ 20____.

ROCKY MOUNTAIN POWER

By: _____

Name: R. Jeff Richards

Title: Vice President and General Counsel



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: March 27, 2018

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

As earlier authorized, the City Attorney has prepared the attached document to vacate a portion of the public utility easement located southeast of Broadway/Old Butte Road Intersection. The owners of the parcel constructed a building within this easement and have provided a replacement as requested by review utilities.

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

ORDINANCE NO. 2018-

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

WHEREAS, Developer, LJR Landholdings, LLC, has encroached on the existing easement by constructing a portion of their new building in the existing easement; and

WHEREAS, the Developer will be required to dedicate new easements for utilities as a condition of further development of the property; and

WHEREAS, the Utilities have agreed to the vacation.

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

SECTION 1. Vacation. The following portion of the public utility easement in the Lot 2, Block 1, of the Westridge Addition Div. 1 to the City of Idaho Falls, Bonneville County, Idaho, shown in Exhibit "A" attached hereto.

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

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

Vacation of property incorporated herein as follows, shall be to LJR Landholdings, LLC, an Idaho Limited Liability Company, P.O. Box 3525, Idaho Falls, ID 83403.

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

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

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

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

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

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

Kathy Hampton
City Clerk

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land lying in the Northeast 1/4 of Section 22, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, and lying entirely within the public utility easement filed in the office of the recorder for Bonneville County, Idaho, as Instrument No.1309254 is described as follow:

Beginning at a point that is S.00°17'29"W. along the Lot line 265.98 feet and West 194.89 feet from the Northeast corner of Lot 2, Block 1, Westridge Addition Division No. 1, to the City of Idaho Falls, Bonneville County, Idaho, said point being on the South line of an existing public utility easement Instrument # 1309254; running thence West along said South line 5.00 feet to the West line of said public utility easement; thence N.00°17'29"E. along said West line 5.00 feet; thence East 5.00 feet; thence S.00°17'29"W. 5.00 feet to the POINT OF BEGINNING.

Submitted by:

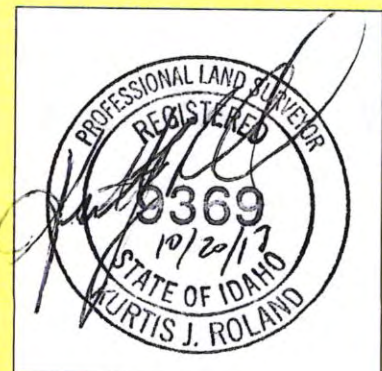
Eng/Survey Firm Name: EAGLE ROCK ENG.

Contact Name: TERRY HANSEN

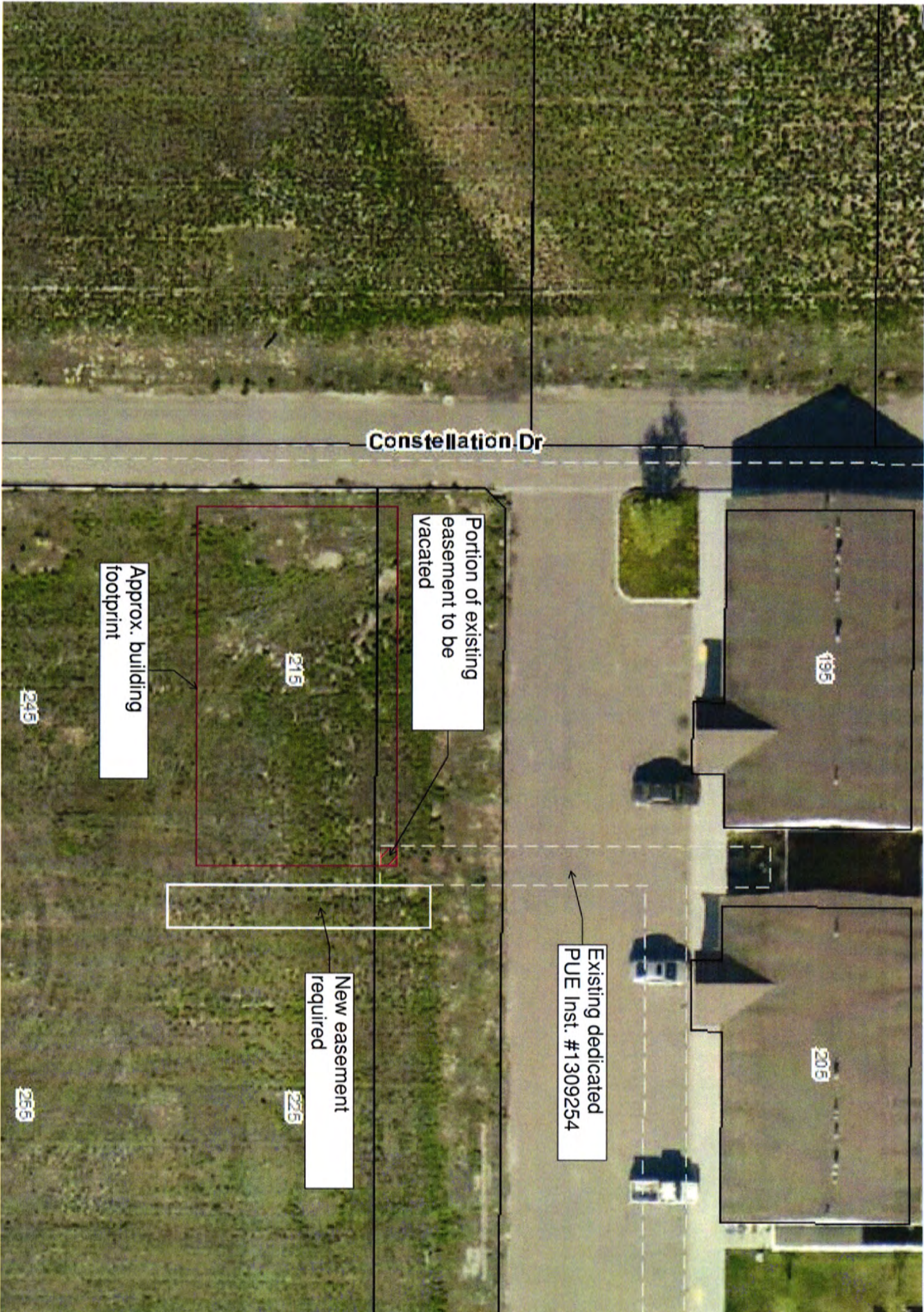
Phone Number: _____

Email: thansen@erengr.com

PLS Seal:



Page ____ of ____



Constellation Dr

195

205

Portion of existing
easement to be
vacated

Approx. building
footprint

215

New easement
required

225

Existing dedicated
PUE Inst. #1309254

245

255


IDAHO FALLS

MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: April 4, 2018

RE: IF 18-O, Self-Contained Breathing Apparatus (SCBA) for Public Works Department for
Water and Wastewater

It is the recommendation of the Municipal Services Department and Public Works to piggyback the Public Procurement Authority (PPA) bid to furnish nine (9) replacement self-contained breathing apparatus (SCBA) packs from Municipal Emergency Services for a total of \$74,334.80.

Funds to purchase the SCBA equipment are within the 2017/18 Public Works enterprise funds. Legal has reviewed and approved the use of the Public Procurement Authority bid.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator



3801 Fruit Valley Rd.
Suite C
Vancouver, WA 98660

Quote

Date 4/2/2018
Quote # QT1166377
Expires 6/30/2018
Sales Rep Courtney, Gavin
PO #
Shipping Method FedEx Ground

Bill To
IDAHO FALLS FIRE DEPARTM...
343 E St.
Idaho Falls ID 83402
United States

Ship To
IDAHO FALLS FIRE DEPARTMENT
343 E St.
Idaho Falls ID 83402
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri..	Amount
200970-01			CYL&VALV,QD,CARB,45/5500 ASSY	9	1,253.25	11,279.25
200970-01			CYL&VALV,QD,CARB,45/5500 ASSY	9	1,253.25	11,279.25
201215-02			AV-3000 HT (M), KVL R	9	282.75	2,544.75
Scott X3	X3415022200...		X3415022200101 Scott X3 5.5 X3SC, SH QD/HUD/DEB	8	5,463.75	43,710.00
Scott X3	X3415022200...		X3415022200102 Scott X3 5.5 X3SC, SH QD/HUD/DEB	1	5,463.75	5,463.75

Shipping Cost (FedEx Ground) Subtotal 74,277.00
Total 0.00
\$74,277.00

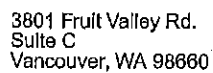
This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1166377



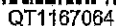
Date	4/4/2018
Quote #	QT1167064
Expres	5/4/2018
Sales Rep	Courtney, Gavin
PO #	
Shipping Method	FedEx Ground

IDAHO FALLS FIRE DEPARTM...
Idaho Falls ID 83402
United States

IDAHO FALLS FIRE DEPARTMENT
Idaho Falls ID 83402
United States

	Subtotal	57.80
Shipping Cost (FedEx Ground)		0.00
	Total	\$57.80

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.





MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: April 12, 2018

RE: TAUTPHAUS PARK ZOOLOGICAL SOCIETY (TPZS) AGREEMENT

Mayor and Council:

Attached for your consideration is the Tautphaus Park Zoological Society (TPZS) Agreement. The purpose of this agreement is to formally establish and memorialize the working relationship with the City of Idaho Falls and the TPZS, track fundraising and membership efforts, and continue the collaborative relationship between the Idaho Falls Zoo and TPZS. The TPZS Board of Directors unanimously approved this agreement at their board meeting held on Tuesday, March 13, 2018.

This agreement has been reviewed and approved by the City Attorney and shall remain in effect until terminated pursuant to the terms of the agreement.

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

Respectfully,

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

Greg A Weitzel, MS, CPRP
Department of Parks and Recreation

cc: City Clerk; Idaho Falls Zoo Executive Director

**AGREEMENT BETWEEN THE CITY OF IDAHO FALLS AND THE TAUTPHAUS
PARK ZOOLOGICAL SOCIETY**

THIS AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO, AND THE TAUTPHAUS PARK ZOOLOGICAL SOCIETY (hereinafter “Agreement”), is made this _____ day of _____, 2018 (“effective date”), by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220, (hereinafter “CITY”) and The Tautphaus Park Zoological Society, Inc., an Idaho 509(a)(2) nonprofit corporation, whose address is P.O. Box 51794, Idaho Falls, Idaho 83405-1794 (hereinafter “TPZS”).

W I T N E S S E T H:

WHEREAS, the Idaho Falls Zoo (“Zoo”) was established in 1935 when animals were moved from Highland and Sportsman’s parks into an animal facility built in Tautphaus Park as a WPA project with matching funds from the CITY; and

WHEREAS, after serving the community for more than forty (40) years, there were growing concerns regarding the conditions and facilities at the Zoo; and

WHEREAS, in response to those concerns, the City Council renewed its commitment to the Zoo by promoting groups and individuals to develop, improve, upgrade, and otherwise render a more attractive Zoo; and

WHEREAS, the CITY and its supporters have continued their commitment to creating the “best little zoo in the west” which is a source of great community pride; and

WHEREAS, the Zoo became the first zoo in Idaho to receive accreditation from the Association of Zoos and Aquariums (AZA); and

WHEREAS, the Zoo is a major attractor of visitors to Idaho Falls; and

WHEREAS, the Zoo has a significant impact on the local economy; and

WHEREAS, the Zoo is an educational resource for more than seven thousand (7,000) school children in organized school tours throughout the region every year; and

WHEREAS, the Zoo and its patrons and supporters have contributed in a significant way through the Zoo’s participation in the Species Survival Plan (SSP) for endangered snow leopards and other important animals; and

WHEREAS, the Tautphaus Park Zoological Society (TPZS) was established in order to support the Zoo and Zoo development and activities; and

WHEREAS, TPZS has a mission to support the Zoo by fundraising for projects and support, and to increase self-sufficiency of the Zoo; and

WHEREAS, financial self-sufficiency allows the Zoo to continue to improve on conservation, high-quality care of the animals, and a great visitor experience; and

WHEREAS, the TPZS, as a non-profit corporation, has been instrumental in numerous successful fundraising events in support of the Zoo; and

WHEREAS, CITY considers TPZS to be a most important contributor to the stability and continuing improvement of the Zoo; and

WHEREAS, TPZS has been very successful in raising funds that have greatly enhanced the Zoo experience for thousands of visitors; and

WHEREAS, CITY and TPZS have worked well together on their mutual efforts to make the Zoo a top attraction in the West, an extraordinary educational experience, and an “ark” for rare, endangered, or stressed animal species; and

WHEREAS, CITY and TPZS wish to preserve their special collaborative relationship; and

WHEREAS, the purpose of this Agreement is to memorialize the great efforts of TPZS and to continue the relationship between CITY and TPZS.

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

SECTION I: SCOPE OF WORK

A. TPZS shall do the following on an ongoing basis pursuant to the terms and conditions of this Agreement:

1. Collect and remit all TPZS sponsored grants, donations, fundraising, and sponsorship dollars directed to benefit the Zoo, other than operating expenses or outstanding bills necessary for successful operations of TPZS for a six (6) month period (“Zoo Monies”) in accordance with this Agreement. Such operating expenses and outstanding bills shall be reasonable in proportion to TPZS operations in any given TPZS calendar year.

2. Maintain adequate financial records to track and account for all receipts and expenditures of Zoo Monies in accordance with generally accepted accounting principles and practices.

3. Provide copies of all TPZS bylaws and operating agreements (including TPZS contracts with third parties) and any amendments to CITY as needed.

4. Unless either Party gives notice to the other of its intent to terminate pursuant to this Agreement, remit to CITY any and all Zoo Monies within sixty (60) days following a determination by CITY to direct or expend such Zoo monies on a project or program that benefits the Zoo.

5. Obtain prior approval from Director of Parks and Recreation in writing for any investment of Zoo monies by TPZS or its agents where such Zoo monies cannot be liquidated within six (6) months or a longer period of time, such CITY approval not to be unreasonably denied or delayed.

6. Provide to CITY by June 15 of each year, a complete copy of TPZS's annual statement or audited general statement.

7. Consult with the Zoo Executive Director on TPZS efforts to generate Zoo monies such as revenue or fund acquisition, fundraising, grant applications, and the like not less than ten (10) business days prior to the date of the event or the grant application deadline.

8. Include Director of Parks and Recreation and CITY Zoo Executive Director on the TPZS governing board as non-voting, ex officio members and who shall participate in the establishment of the annual TPZS budget.

B. CITY shall do the following on an ongoing basis pursuant to the terms and conditions of this Agreement:

1. Collect all annual Zoo membership fees.

2. Remit to TPZS monthly all membership fees less Conservation Funds. TPZS will then issue an annual check, before the 20th of each January, to CITY for twenty-five percent (25%) of the membership fees collected in the immediately preceding year.

3. To the greatest extent practicable, allow TPZS to apply for grants, raise money, hold special events, advertise Zoo activities, promote Zoo membership, and to use Zoo grounds for such purposes. CITY shall lend any and all possible support of TPZS grant applications, special events, money raising activities, and the like.

4. Expend all Zoo monies for the development or improvement of the Zoo and not for any other purpose.

5. Provide an adequate area within Zoo property for TPZS operations.

6. Retain any funding, capital improvement, or other donations not obtained through the efforts of TPZS (consistent with traditional and accepted CITY practices and functions).

7. Retain all “walkup” Zoo gate receipts and all proceeds from Zoo gift shop.

SECTION II:

A. Independent Contractor.

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

B. Fees and Conditions for TPZS Services.

There shall be no fees and conditions for professional services that require the exchange of monies between TPZS and CITY.

SECTION III:

A. Term and Term Renewal.

This Agreement shall be effective as of the date of the Agreement, and shall remain in effect until terminated pursuant to the terms of this Agreement.

B. Extent of Agreement.

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

C. Termination of Agreement.

This Agreement may be terminated by TPZS upon ninety (90) days’ written notice to CITY. CITY may terminate this Agreement with ninety (90) days’ notice without cause and without further liability to TPZS.

D. Zoo Monies to be Remitted Upon Termination of Agreement.

In the event of termination, TPZS shall remit to CITY all Zoo monies held by or in behalf of TPZS not later than six (6) months following notice of termination pursuant to this Agreement minus TPZS debts, financial liabilities, expenses, and salaries obligated for payment as of the date of notice of termination. Any Zoo monies remitted to the CITY upon termination shall be used by the CITY solely for the benefit of the Zoo.

E. TPZS’s Standards of Performance.

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

F. Indemnification and Liability Insurance.

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

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

3. Liquor Liability Insurance. If TPZS desires to legally serve and/or to allow the legal consumption of liquor on Zoo property at any time during the term of this Agreement, TPZS shall furnish to CITY Clerk, a current certificate of insurance evidencing liquor liability insurance coverage that specifically includes assault and battery coverage, not less than thirty (30) days in advance of service or allowing service of liquor, for not less than the following limits of liability:

Each Occurrence Limit for Liquor Liability	\$1,000,000
--	-------------

Additionally, TPZS shall serve liquor only pursuant to its liquor license or TPZS shall employ a licensed caterer to dispense any alcohol sold, or otherwise dispensed during the term of the Agreement. Both TPZS and CITY shall receive a certificate of insurance from TPZS or any liquor vendor. CITY shall be a named insured on the liquor liability policy, and its assault and battery coverage.

4. TPZS shall obtain insurance for TPZS activities and for TPZS board members in a sufficient amount to protect TPZS, its board members, and agents from legal liability.

G. Costs and Attorney Fees.

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

H. Jurisdiction and Venue.

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

I. Binding of Successors.

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

J. Modification and Assignability of Agreement.

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

K. CITY's Representatives.

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

L. Survival.

The Parties hereby specifically agree that Agreement sections I. A. 2; I. B. 3, 4, and 5; and III. D and F shall survive the termination of this Agreement.

M. Ownership and Publication of Materials.

CITY and TPZS agree that, upon request by the CITY, TPZS will share reports, information, data, and other materials prepared by TPZS pursuant to this Agreement as the TPZS Board determines is appropriate, which request shall not be unreasonably withheld. The CITY shall have the authority to use any reports, information, data, or other materials shared by TPZS for the sole purpose of benefitting the Zoo. CITY shall act in good faith and pursuant to Idaho Code Title 74, Chapter 1 (Idaho Public Records Act) when responding to requests by TPZS to keep shared information confidential.

N. Non-discrimination.

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

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

ATTEST:

“CITY”

City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor
“TPZS”

By _____

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2018, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this _____ day of _____, 2018, before me, the undersigned, a notary public, in and for said State, personally appeared _____, known or identified to me to be the _____ and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said TPZS.

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

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

(Seal)



MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: April 12, 2018

RE: MEMORANDUM OF UNDERSTANDING (MOU) – HERITAGE PARK EARTH
MATERIALS DONATION FROM JHJCC, LLC

Mayor and Council:

Attached for your consideration is a Memorandum of Understanding (MOU) with Jackson Hole Junction Commercial Center (JHJCC) to accept the donation and hauling of topsoil and structural fill for the new Heritage Park site development.

This MOU outlines the timing and delivery of the materials, addresses potential hazardous substances, provides for contribution documentation, public recognition, and other general terms and conditions and has been reviewed and approved by the City Attorney.

The Department of Parks & Recreation respectfully requests authorization for the Mayor and City Clerk to execute this Memorandum of Understanding with Jackson Hole Junction Commercial Center.

Respectfully,

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

Greg A Weitzel
Department of Parks and Recreation

cc: City Clerk
City Attorney

MEMORANDUM OF UNDERSTANDING

Earth Materials Donation

Heritage Park

Idaho Falls, Idaho

This Memorandum of Understanding (this “**MOU**”) is entered into as of the date of the last signature required to make this MOU effective (the “**Effective Date**”) by and between JHJCC LLC, an Idaho limited liability company (“**Developer**”) and the City of Idaho Falls, an Idaho municipal corporation, acting by and through its Department of Parks and Recreation (“**City**”).

RECITALS

A. City is creating Heritage Park (the “**Park**”) along the Snake River to provide recreational opportunities for the community and to highlight the unique heritage of the Idaho Falls community.

B. To develop the Park in accordance with the City’s vision, as expressed in the Heritage Park Master Plan, City requires substantial quantities of marketable earth materials.

C. Developer is developing the Jackson Hole Junction project (the “**Project**”) in Idaho Falls and Developer will generate substantial quantities of excess top soil, structural fill rock materials, landscape boulders and other marketable earth materials (collectively, the “**Materials**”).

D. As a charitable contribution to further the development of Heritage Park in accordance with the Heritage Park Master Plan, Developer is willing to donate the Materials to City and deliver the Materials to the Park.

E. City desires to accept Developer’s donation of the Materials.

F. City and Developer desire to enter into this MOU to facilitate the convenient delivery of the Materials to the Park when generated in a way that is suitable for City, and to address ministerial matters related thereto.

G. Developer is the wholly owned subsidiary of an equal joint venture of Matt Morgan, Mont Crnkovich and Shane Fleming. Because Developer is making the donation on behalf of its ultimate owners, Developer desires any public recognition of the donation to be credited in equal parts to its ultimate owners as follows: Matt and Lynne Morgan, Mont and Stacey Crnkovich, and Shane and Lorre Fleming (“**Donors**”).

AGREEMENT

NOW THEREFORE, City and Developer agree as follows:

1. **Materials.** For this MOU, the “**Materials**” means top soil, structural rock fill materials, landscape boulders and other marketable earth materials generated from the Project. Except as provided in Section 4, all Materials will be donated in their “as-is” condition, without representation or warranty regarding its fitness for any particular purpose. For planning purposes only, and not as any obligation on Developer or City, Developer expects the nature and quantity of the Materials to be as follows:

Material	Quantity	Market Value	Total
Topsoil	33,900 CY	\$8.94 per CY	\$303,180.00
Structural Rock Fill	13,000 CY	\$6.95 per CY	\$ 90,253.00
Landscape Boulders	Unknown	----	\$ ----
		Total	\$393,733.00

2. **Timing.** Developer will deliver the Materials to City as the Materials are generated, it being the intent of the parties that the Materials will be loaded onto delivery trucks when generated for immediate delivery to

the Park. If the Park is unable to accept delivery for any reason when Materials are generated, Developer may store the Materials for later delivery to the Park or dispose of the Materials generated in any lawful manner that Developer sees fit (including sale or donation to others).

3. **Delivery**

a. Developer will pay for its cost of excavating the Materials from the Project and delivering the Materials to the Park, and any other costs incurred by Developer related to its activities under this MOU. City is responsible for any costs incurred by City related to City's activities under this MOU.

b. City authorizes Developer (and its contractors) to deliver the Materials to the Park via any of the routes identified on Exhibit A, attached hereto (the "**Park Site Plan**") and City authorizes Developer (and its contractors) to deposit the Materials in any of the deposit locations identified on the Park Site Plan. If City has a preferred route for access or preferred deposit locations for materials (to minimize later relocation of the Materials for Park development), City will notify Developer of City's preferences and Developer will use commercially reasonable efforts to access the Park and deposit the Materials in accordance with City's preferences. To the extent that any improvements need to be made to the routes or deposit locations to make them suitable for delivery of the Materials, City is solely responsible for making the improvements (and the costs thereof). Developer is under no obligation to deliver any Materials to the Park if Developer determines, in its discretion, that the route or delivery conditions are not suitable for delivery as contemplated by Developer (e.g., route is not wide enough for equipment or road surface is too soft for heavy hauling).

c. City releases Developer, its contractors, and their respective employees and agents, from any losses, damages, claims, or expenses related to the delivery of the Materials to the Park. City represents to Developer that the Park is not yet developed and that any physical damage to the existing features of the Park (including, but not limited to, damages to asphalt, land or other improvements in the area of the access routes and deposit zones) will not damage City or its future development of the Park. City understands that Developer's deliveries will cause damage to the Park lands, and that Developer is not obligated to repair the damage or restore any of the land in the Park to the condition of the Park that existed prior to the deliveries under this MOU.

d. Subject to Section 4, City accepts all Materials once deposited in a deposit location.

e. City agrees to notify Developer if City desires Developer to stop deliveries to the Park. Upon Developer's receipt of City's notice, Developer will stop further deliveries of Materials to the Park and Developer will have no further obligation to make deliveries under this MOU (as Developer will then make arrangements to dispose of further Materials by sale or donation to others).

f. Developer will notify City when Developer has completed delivery of all Materials that Developer will deliver under this MOU. Thereafter, Developer will provide City with Developer's accounting (by type and quantity) of the Materials delivered to the Park. If City concurs with Developer's account, City will deliver a confirmation thereof. If City disagrees with Developer's accounting, City will promptly notify Developer and the parties will use good faith efforts to agree on a common accounting of the Materials provided.

4. **Hazardous Substances.** Developer and City represent that they are aware that the Project site was previously used as a farm and private residences. Developer represents that it has no knowledge that the Project site, or the Materials to be generated therefrom, are contaminated with any material hazardous to human health such that it would be unlawful to transport the Materials to the Park or to use the Materials as earth in the Park ("**Hazardous Substances**"). Developer will not deliver any Materials it knows or suspects to be contaminated with Hazardous Substances. If City discovers, or reasonably suspects, that any Materials are contaminated with Hazardous Substances, then City will promptly notify Developer. Upon receipt of the notice, Developer will promptly test any suspected Materials for Hazardous Substances and if confirmed, will remove the contaminated portion of the Materials from the Park without expense to City and dispose of the contaminated Materials in accordance with applicable law.

5. **Contribution Documentation.** City understands that Developer intends to claim a charitable contribution deduction under applicable law (e.g., Internal Revenue Code § 170) for the fair market value of the

Materials. It is further agreed and understood that City has not provided, and will not be required to provide, any goods, services, or other thing of value to Developer in connection with this transaction. This MOU and the accounting pursuant to Section 3.f will be deemed a contemporaneous written acknowledgment for purposes of the substantiation requirements of Code § 170 and Treas. Reg. § 1.170A-13(f). City agrees to provide further information or documentation as Developer may reasonably request from time-to-time in order to claim a charitable deduction under Internal Revenue Code § 170, including IRS Form 8283 (Noncash Charitable Contribution Form), to acknowledge receipt of the Materials.

6. **Public Recognition.** Developer and Donors understand that City has not yet decided the manner in which donors toward the development of the Park will be recognized. Accordingly, City agrees that City will publically recognize Donors in a manner that is commensurate with City's recognition of other donors who make similar donations (in terms of value) toward the development of the Park.

7. **Authorized Representatives.** The party's authorized representatives are identified below. Each party may rely on the communications of the other party's representative below as the communications of the represented party.

City: Greg. A. Weitzel, Director
Department of Parks and Recreation
City of Idaho Falls
520 Memorial Drive
Idaho Falls, Idaho 83401
Office: 208-612-8482
Email: GWeitzel@idahofallsidaho.gov

Developer: Matt Morgan, Manager
JHJCC, LLC
5145 S. Heyrend Drive
Idaho Falls, Idaho 83402
Office: 208-529-3312
Email: matt@morgan-construction.com

8. **Default.** Neither party will be deemed to be in default under this MOU unless the non-defaulting party first provides the defaulting party with a written notice of default (which notice must describe the alleged default with particularity) and a period of at least ten (10) days to cure such default. In the event of any default, the non-defaulting party may enforce any right or remedy available at law or equity. If any action is filed to enforce this MOU, the prevailing party in the action will be entitled to recover the cost of the action, including attorneys' fees.

9. **General**

a. **Entire Agreement.** This MOU embodies the entire agreement between the parties hereto with respect to the subject matter hereof. This MOU is for the benefit of the parties hereto and Donors, and no other third parties.

b. **Severability.** In the event any term or provision of this MOU will be held illegal, invalid or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this MOU will not be affected thereby. Each remaining term and provision will be valid and will remain in full force and effect.

c. **Governing Law.** This MOU will be construed and interpreted in accordance with, and will be governed by, the laws of the State of Idaho.

d. **Incorporation by Reference.** All recitals incorporated in this MOU, all exhibits attached to this MOU and all documents in the nature of such exhibits, when executed, are by this reference incorporated in and made a part of this MOU.

e. Interpretation. The parties acknowledge that each party and its counsel have reviewed and revised this MOU and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this MOU or any amendments or exhibits hereto. In this MOU and all exhibits hereto, the words “including” will be construed to include “without limitation.”

DATED as of the Effective Date.

“Developer”

JHJCC, LLC, an Idaho limited liability company

By: _____
Matt Morgan, Manager

Date: _____

“City”

CITY OF IDAHO FALLS, an Idaho municipal corporation

By: _____
Rebecca L. Noah Casper, Mayor

Date: _____

ATTEST:

Kathy Hampton, City Clerk

Date: _____

EXHIBIT A
PARK SITE PLAN





MEMORANDUM

TO: Rebecca Casper, Mayor
FROM: Ryan Tew, Human Resource Department Director
DATE: April 5, 2018
RE: Vote to Approve Ordinance, Changes to City Code, and Changes to Personnel Manual

Pursuant to discussion held during the April 9, 2018 City Council Work Session, the Human Resources Department respectfully requests that the Council consider and vote on a proposed ordinance and proposed changes to the City Code and Personnel Manual with respect to granting "for cause" status to non-probationary, sworn police officers.

COUNCIL AGENDA ACTION: Consider and vote on proposed ordinance and changes to City Code and Personnel Manual.

ATTACHED: Proposed ordinance and proposed changes to City Code
Legislative format version of proposed changes to Personnel Manual

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 1, CHAPTER 8 AND TITLE 3, CHAPTER 1 TO ALLOW A "JUST CAUSE" STANDARD TO APPLY IN EMPLOYMENT DISCIPLINE, GRIEVANCE PROCESSES FOR NON-PROBATIONARY POLICE OFFICERS, AND REMOVING REFERENCES TO CIVIL SERVICE FROM THE CODE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City of Idaho Falls and the surrounding community are safe and healthy places to live, work, and enjoy; and

WHEREAS, one reason for our City's desirability as a destination is due to the fine work of its first responders team of fire, ambulance, and police services; and

WHEREAS, the Mayor and City Council wish to provide a supportive work environment for the first responders team; and

WHEREAS, employees of the Idaho Falls Fire Department (fire and ambulance services) and Idaho Falls Police Department (police services) are valued public servants who, as first responders, should be protected from any undue, unnecessary, or unfair, social, political, economic, or other pressures or considerations; and

WHEREAS, the Fire Department employment relationships with the City are generally controlled by a contract between the City and Idaho Falls Firefighters Union Local 1565; and

WHEREAS, Local 1565 members apply a "for cause" standard to disciplinary decisions made regarding their members' employment; and

WHEREAS, Idaho Falls Power employees who are members of the International Brotherhood of Electrical Workers Local 57, apply the "for cause" employment standard to disciplinary decisions regarding their members; and

WHEREAS, the Council has preserved the "for cause" standard for grievances by Idaho Falls police officers hired on or before April 30, 2017; and

WHEREAS, the Mayor and Council desire to extend to all non-probationary Idaho Falls police officers the "for cause" standard relative to discipline and discharge from their employment; and

WHEREAS, this Ordinance provides that no non-probationary Idaho Falls police officer will be terminated or disciplined except where cause is shown by a preponderance of the evidence and materials considered; and

WHEREAS, such protection is in addition to any and all other legal protections afforded to all municipal employees; and

WHEREAS, this Ordinance does not alter any other employment relationship between City and its police officers or other City employees; and

WHEREAS, Code references to former Civil Service regulations are no longer necessary and should be removed from the Code.

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

SECTION 1. Title 1, Chapter 8, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

1-8-1: APPOINTMENT: All appointive officers and all employees of the City shall serve at the discretion of the Mayor and Council and shall have no right of continued employment or employment benefits, except as agreed in writing and expressly approved by the Council or as authorized in the City Personnel Policy, as expressly approved by the Council.

1-8-2: PERSONNEL POLICY AND CODE OF CONDUCT: All employees shall be subject to the Personnel Policy and Code of Conduct as approved by ~~ordinance or resolution of the~~ Council, except to the extent such Personnel Policy or Code of Conduct is inconsistent with the ~~Civil Service Rules or Regulations or any written contract approved by the Council.~~

...

1-8-4: RULES AND REGULATIONS: All employees shall abide by rules and regulations adopted by the Council and the Department in which they are employed and by rules and regulations adopted by the Personnel-Human Resources Department and approved by the Mayor.

SECTION 2. Title 3, Chapter 1, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

3-1-3: APPOINTMENT OF OFFICERS AND MEMBERS: The Mayor, subject to confirmation by at least four (4) members of the Council, shall appoint the Chief of Police. ~~All other officers and members of the Police Department, shall be appointed pursuant to the Civil Service statutes and ordinances and the rules and regulations of the Civil Service Commission.~~

...

3-1-9: REMOVAL OF POLICE OFFICERS: Any officer who neglects or refuses to report any violation of law by any other officer of the police force, or who fails to observe the rules or

regulations of the Police Department ~~vision or the Civil Service Commission~~, may be removed from office. Such removal shall be in accordance with the ~~Civil Service Personnel Policy~~, relevant laws, ordinances, and Police Department rules and regulations. A non-probationary police officer shall be removed from office, suspended, demoted, or discharged only for cause, based upon the preponderance of evidence and materials considered.

...

3-1-13: OUTSIDE EMPLOYMENT: No member of the Police Department shall engage in any other employment or undertaking which will interfere with the performance of his or her duties or which will bring disrespect upon the City or the Department. Before engaging in any outside employment or undertaking, all members of the Police Department shall obtain the written approval of the Chief of Police comply with the current Personnel Policy and Department policy.

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

SECTION 4. 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 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

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

PASSED by the 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,
AMENDING TITLE 1, CHAPTER 8 AND TITLE 3, CHAPTER 1 TO ALLOW
A "JUST CAUSE" STANDARD TO APPLY IN EMPLOYMENT DISCIPLINE,
GRIEVANCE PROCESSES FOR NON-PROBATIONARY POLICE OFFICERS,
AND REMOVING REFERENCES TO CIVIL SERVICE FROM THE CODE;
PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY
SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

(SEAL)

KATHY HAMPTON, CITY CLERK

CITY OF IDAHO FALLS PERSONNEL POLICY

EFFECTIVE DATE: 11/21/2017

I. PURPOSE

The purpose of this Policy is to establish a safe efficient and cooperative working environment, to establish the responsibilities and level of performance expected of all City employees and to explain benefits provided to City employees. THIS POLICY IS NOT TO BE CONSTRUED AS A CONTRACT OF EMPLOYMENT AND IS NOT INTENDED TO SPECIFY THE DURATION OF EMPLOYMENT OR LIMIT THE REASONS FOR WHICH AN EMPLOYEE MAY BE DISCHARGED, EXCEPT AS MAY BE AGREED IN WRITING AND EXPRESSLY APPROVED BY THE COUNCIL OR AS PROVIDED BY CITY CODE. THIS POLICY CREATES NO RIGHTS, CONTRACTUAL OR OTHERWISE, ON BEHALF OF EMPLOYEES OF THE CITY. The City may, at its sole discretion, alter or amend this Policy or portions thereof at any time without prior notice to or consent by its employees.

II. NATURE OF EMPLOYMENT:

ALL EMPLOYEES OF THE CITY ARE EMPLOYED AT THE DISCRETION OF THE MAYOR AND CITY COUNCIL AND SHALL HAVE NO RIGHT TO CONTINUED EMPLOYMENT OR EMPLOYMENT BENEFITS, EXCEPT AS MAY BE AGREED IN WRITING AND EXPRESSLY APPROVED BY THE CITY COUNCIL OR AS PROVIDED IN CITY CODE. All provisions of this Policy shall be interpreted in a manner consistent with this paragraph and in the event of any irreconcilable inconsistency; the terms of this paragraph shall prevail.

III. EQUAL EMPLOYMENT OPPORTUNITY:

The City of Idaho Falls intends to provide fair and impartial treatment to all individuals with respect to service, recruitment, hiring, training, promoting and all other programs without regard to race, color, national origin, religion, age, sex, disability, sexual orientation, gender identity/expression, and any other bases protected by law. The City also prohibits any form of harassment within the work place, sexual or otherwise.

IV. SCOPE:

A. This Policy applies to all regular, part-time, casual, seasonal, and temporary employees, including employees who are subject to a collective bargaining agreement, unless specifically designated otherwise. This Policy shall, to the extent possible, be interpreted in a manner consistent with the provisions of any collective bargaining agreement approved by the City Council or ~~civil service~~ regulations adopted by ordinance or by statute, provided, however, in the event of any irreconcilable inconsistency, then such collective bargaining agreement or ~~civil service~~ rules, regulations or statutes shall prevail.

~~B. Any matter not specifically covered herein, or any matter requiring interpretation of this Policy shall be addressed first to the Department Director of the Department in which the employee is employed, then to the Director of Human Resources, and finally to the Mayor.~~

V. DEFINITION AND TERMS: (updated 4/19/2017)

A. The terms and provisions used in this Policy shall have the meanings ascribed below, unless the context expressly indicates otherwise. All references to the masculine shall be deemed to include the feminine and all references to the singular form shall be deemed to include the plural.

B. Terms used within this Policy shall have the meanings ascribed below:

1. "Casual Employee" means any regular employee who is assigned to work nineteen and a half (19.5) or fewer hours per work week. A casual employee has an unlimited length of service as long as they remain under the nineteen and a half (19.5) hours per work week, and shall not eligible for benefits (see Table 1).
2. "Child" means a natural born child, a legally-adopted child or a child for whom an employee or his or her spouse has been appointed as guardian by a decree issued by a Court of Competent Jurisdiction.
3. "City" means the City of Idaho Falls."
4. "Continuous Tour of Duty" means a period of any consecutive 12 months during which a full or part-time employee is assigned to work a basic work week without interruption except for any kind of leave or excused absence authorized under this Policy.
5. "Employee" means a person who is employed by the City for compensation, but excluding elective officers, volunteers and independent contractors.
6. "Full-Time Employee" means any regular employee who is assigned to work thirty-five (35) to forty (40) hours during a work week and is eligible for full benefits.
7. "Immediate Family" means:

pursue and fulfill the mission, vision and strategic goals of the City. Official Use, for the purpose of this policy means a use that is in support of, or related to the conduct of City-related business. Incidental use, which should be done sparingly, is considered to be official use and includes activity or use that does not (a) directly or indirectly interfere with the operation of City resources, (b) create additional cost, (c) interfere with the user's employment duties or reduce employee productivity, or (d) violate other established rules. Playing games, surfing the internet/web, visiting chat rooms, blogging, and performing other non-productive, non-work related activities are not appropriate. Additionally, it is not appropriate to use City information systems and equipment to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.

- D. Using City information systems or services to intentionally access, download, or otherwise transmit any sexually explicit material; sending obscene, threatening, or harassing e-mails; using City computer resources for personal or financial gain (i.e., running a private business, trading stocks other than maintenance of a City-sponsored retirement plan, or other similar activities); transmitting or disclosing classified or other protected information without authorization; or the forwarding of sensitive material to an address with an outside internet service provider (ISP) will not be tolerated and will result in discipline up to and including discharge.
- E. There is no personal privacy on City information resource systems. Use of City computers and systems may be intercepted, monitored, recorded, copied, audited, inspected, and disclosed by authorized officials. It is understood that employees may unintentionally come across non-work-related material; however, if this happens they are to exit the site or terminate access immediately and notify their manager or supervisor as soon as possible of the circumstances that led to the situation.

XXIX. GRIEVANCE PROCEDURES:

- A. The purpose of this grievance procedure is to ensure the City maintains a productive, cooperative efficient and experienced work force, thereby enhancing the public welfare. Its purpose is also to protect the interests of the City by ensuring that capable and productive employees are not unjustifiably terminated or treated inappropriately by their superiors and to ensure the City and its administrative staff and employees are afforded an opportunity to resolve errors and disputes without the need for judicial intervention. NOTHING HEREIN SHALL BE CONSTRUED TO GRANT AN EMPLOYEE ANY RIGHT OR EXPECTATION OF CONTINUED EMPLOYMENT, TO LIMIT THE REASONS FOR WHICH AN EMPLOYEE MAY BE DISCHARGED, TO SPECIFY THE DURATION OF EMPLOYMENT OR TO IMPLY AN EMPLOYEE MAY ONLY BE TERMINATED FOR CAUSE, EXCEPT AS MAY BE AGREED IN WRITING AND EXPRESSLY APPROVED BY THE COUNCIL OR AS PROVIDED IN CITY CODE.
- B. For the purposes hereof, a grievance is defined as any complaint by a regular employee, other than a Department Director, concerning the following:

1. A disciplinary action taken against an employee;
 2. Any action taken by an employee or Supervisor which results in unfair or discriminatory treatment, inequity or arbitrary or capricious action relative to an employee;
 3. Any interpretation or dispute regarding the terms and conditions of this Policy;
 4. Retaliation or recrimination as a result of any action by a superior which violates public policy or law.
- C. A grievance shall not include complaints concerning non-personnel matters generally affecting the operation of a division or department of the City, complaints concerning the efficiency with which a division or department is run and complaints concerning non-personnel matters relating to the formulation of public policy or other matters requiring administrative discretion that do not otherwise conflict with the terms of this Policy.
- D. All employees who file grievances shall be free from restraint, interference, discrimination or reprisal by the City, its officers or employees.
- E. All documents, records and information generated, compiled or kept in conjunction with a grievance shall be exempt from disclosure to the public pursuant to the provisions of the Idaho Public Records Act, Idaho Code Section 9-340(36), provided, however, an employee who files a grievance may obtain copies of any such records pursuant to Idaho Code Section 9-342.
- F. Subject to the provisions of this policy regarding discrimination and harassment, no employee shall file a grievance unless he or she has made a reasonable effort to resolve the subject of the grievance with his or her immediate supervisor or other person against whom the grievance is filed.
- G. All grievances shall be commenced by filing the grievance with an Initial Hearing Officer ("IHO"). The IHO shall be the Department Director for the Division out of which the grievance arises. Such grievance shall be in writing and shall contain a succinct summary of the pertinent facts and a statement that the complaint is filed pursuant to the grievance procedure set forth herein. All grievances shall be filed within five (5) working days after the occurrence of the act giving rise to the grievance. Upon the filing of the grievance, the IHO shall forthwith commence his or her investigation, review the grievance and render an oral decision as soon as reasonably possible after the grievance is filed. In conducting the investigation, the IHO may consult with any employee or person having knowledge of the circumstances of the grievance.
- H. Any employee may appeal the decision of an IHO by filing a Notice of Appeal with the Mayor. Such Notice of Appeal shall be physically filed within five (5) working days of the date the decision of the IHO was delivered to the employee. Such Notice of Appeal shall contain a brief statement of the employee's intent to appeal the decision and shall also contain a copy of the original grievance and a copy of or brief summary of the decision rendered by the IHO. Upon the receipt of a Notice of Appeal, the Mayor shall

appoint a Final Hearing Panel ("FHP") consisting of any Department Director who did not act as the IHO and one member of the City Council. The City Attorney may counsel with and provide legal advice to the FHP, but shall have no vote with respect to the rendering of any decision by the FHP.

- I. As soon as the FHP has been appointed, the panel shall convene for the purpose of determining whether the matter can be resolved informally or whether the resolution of the matter requires a hearing. If the panel concludes the matter can be resolved informally they may conduct such investigation as they deem appropriate including but not limited to conducting a review of written documents and undertaking informal discussions with the parties or other persons who may have relevant information concerning the matter. After conducting such informal review the panel shall issue its decision in an expeditious manner. If the panel concludes the matter requires a hearing then it shall promptly set a date, time and place for a hearing and shall send a written notice of hearing to the grievant and the IHO. At the hearing, the complaining employee may present testimony and evidence concerning the grievance and examine and cross-examine witnesses. The FHP may require the attendance of any employee having knowledge of the matter and any employee who refuses to appear at the request of the FHP shall be deemed guilty of insubordination. A transcribable, verbatim record of the proceedings shall be kept and maintained by the City for a period of at least six (6) months thereafter. The hearing shall be conducted in an informal manner, without adherence to formal rules of evidence. During or following the conclusion of the hearing, the FHP shall consider the testimony and evidence presented at the hearing and shall base its decision solely thereupon. At the conclusion of the hearing, the FHP may consult with the City Attorney concerning the applicable law. The FHP shall render a written decision and deliver a written copy thereof to the complaining employee as soon as possible, but in no event later than thirty (30) working days after the conclusion of the hearing. All decisions of the FHP shall be final.
- J. Every investigation and decision related to a removal, suspension, demotion, or discharge of a police officer ~~who was employed by the City before April 30, 2017 and~~ who successfully completed a twelve (12) month probationary period shall include a determination of whether the removal, suspension, demotion, or discharge was for political or religious reasons or was made in good faith and for cause, based upon a preponderance of the evidence and materials considered.
- K. This Grievance procedure shall be the sole and exclusive method by which employee grievances are considered and resolved. In the event an employee fails to file a grievance or fails to properly or timely follow the procedure contemplated herein, the grievance shall be deemed waived.



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: April 2, 2018

RE: Request for Extension to Record a Final Plat: Carriagegate Division No. 6

The Community Development Services has received a request for an extension for the deadline to file a final plat for Carriagegate Division No. 6. The Subdivision Ordinance allows a plat to be recorded within 180 days of approval without an extension from the City Council. The plat was approved on August 10, 2017. The time to record expired on February 6, 2018. As described in the attached email from the applicant the reason for delay is due to the amount of time it has taken to finalize all of the required details. If approved, staff recommends a maximum extension of 30 days to record the plat.

Attachments: Email from applicant

From: Ryan Loftus [<mailto:ryan@aspeneng.net>]
Sent: Tuesday, April 03, 2018 9:56 AM
To: Kerry Beutler <kbeutler@idahofallsidaho.gov>
Subject: RE: Carriagegate Div. 6

Kerry,

The extension is needed because the engineer is slow in completing the details with the City. – Payment in lieu of construction, self-expiring easement, development drawings, restrictive covenants, development agreements, cost of public works construction spreadsheet, inspection fees, subdivision guarantee and date down, Bonneville County review and approval of the plat, etc.

-Ryan Loftus, PE

Aspen
Engineering, Inc.
10727 N. Yellowstone Hwy.
Idaho Falls, Idaho 83401
Tel. 208-542-1911



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: April 2, 2018

RE: Request for Extension to Record a Final Plat: Linden Trails Division No. 2

The Community Development Services has received a request for an extension for the deadline to file a final plat for Linden Trails Division No. 2. The Subdivision Ordinance allows a plat to be recorded within 180 days of approval without an extension from the City Council. The plat was approved on August 24, 2017. The time to record expired on February 20, 2018. The reason for the delay in recording is related to a delay resolving water rights issues associated with the property. If approved, staff recommends a maximum extension of 30 days to record the plat.



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: April 2, 2018

RE: Request for Extension to Record a Final Plat: Fairway Estates Division No. 21

The Community Development Services has received a request for an extension for the deadline to file a final plat for Fairway Estates Division No. 21. The Subdivision Ordinance allows a plat to be recorded within 180 days of approval without an extension from the City Council. The plat was approved on August 24, 2017. The time to record expired on February 20, 2018. The reason for the delay in recording is the developer did not pay the Public Works inspection fees before the deadline. Although the applicant has requested a 90 day extension, if approved, staff recommends a maximum extension of 30 days to record the plat.



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: April 2, 2018

RE: Request for Extension to Record a Final Plat: Patriot Park

The Community Development Services has received a request for an extension for the deadline to file a final plat for Patriot Park. The Subdivision Ordinance allows a plat to be recorded within 180 days of approval without an extension from the City Council. The plat was approved on April 27, 2017. The time to record expired on October 24, 2017. The reason for the delay in recording is the developer did not pay the Public Works inspection fees before the deadline. The fees have recently been paid and the plat is ready to record. Although the applicant has requested a 90 day extension, if approved, staff recommends a maximum extension of 30 days to record the plat.



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: April 2, 2018

RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Brookside Division No. 5

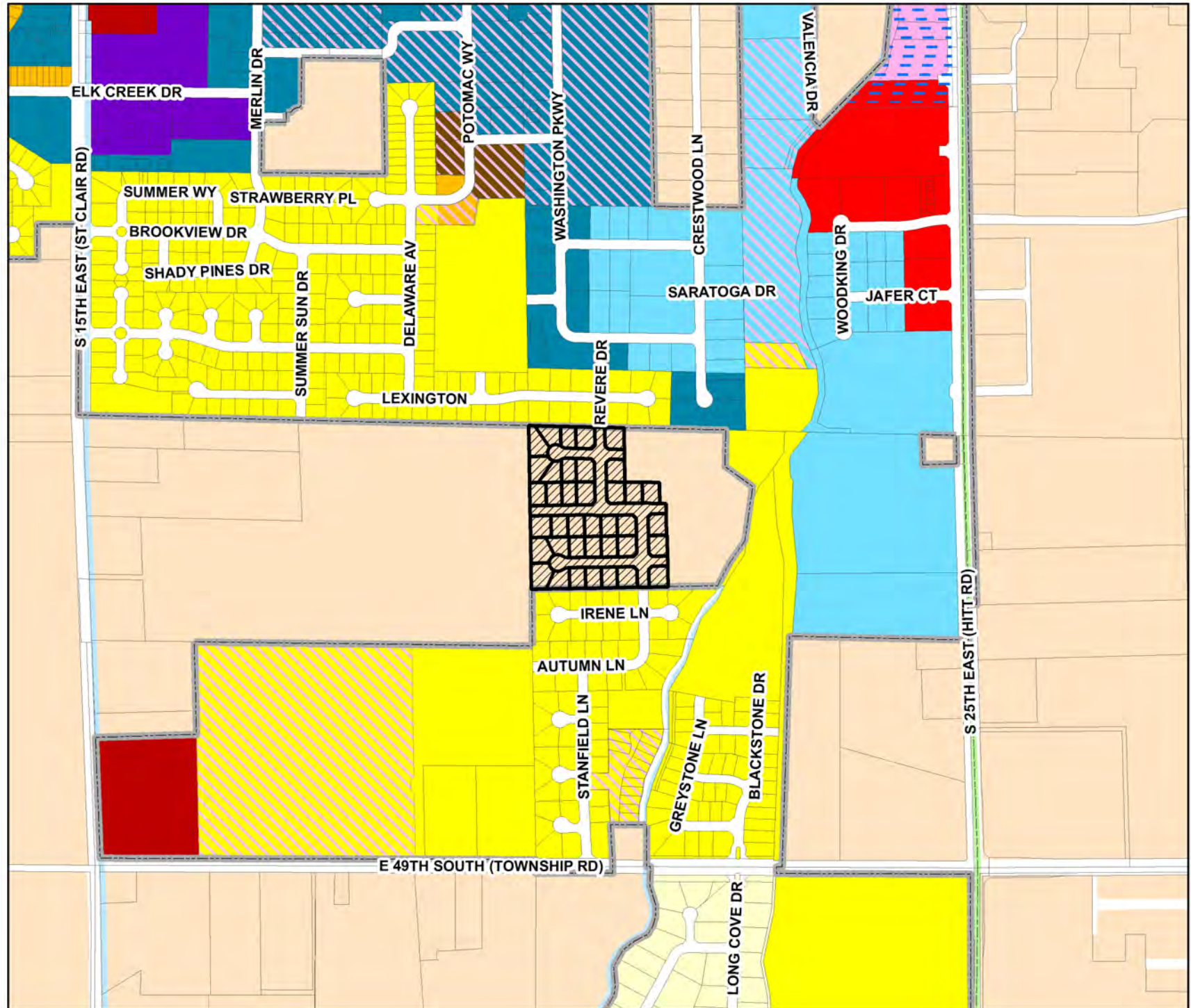
Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Brookside Division No. 5. The Planning and Zoning Commission considered this item at its February 6, 2018 meeting and recommended approval by unanimous vote. Staff concurs with 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 February 6, 2018
- P&Z Minutes February 6, 2018
- Development Agreement
- Reasoned Statement of Relevant Criteria and Standards

Legend

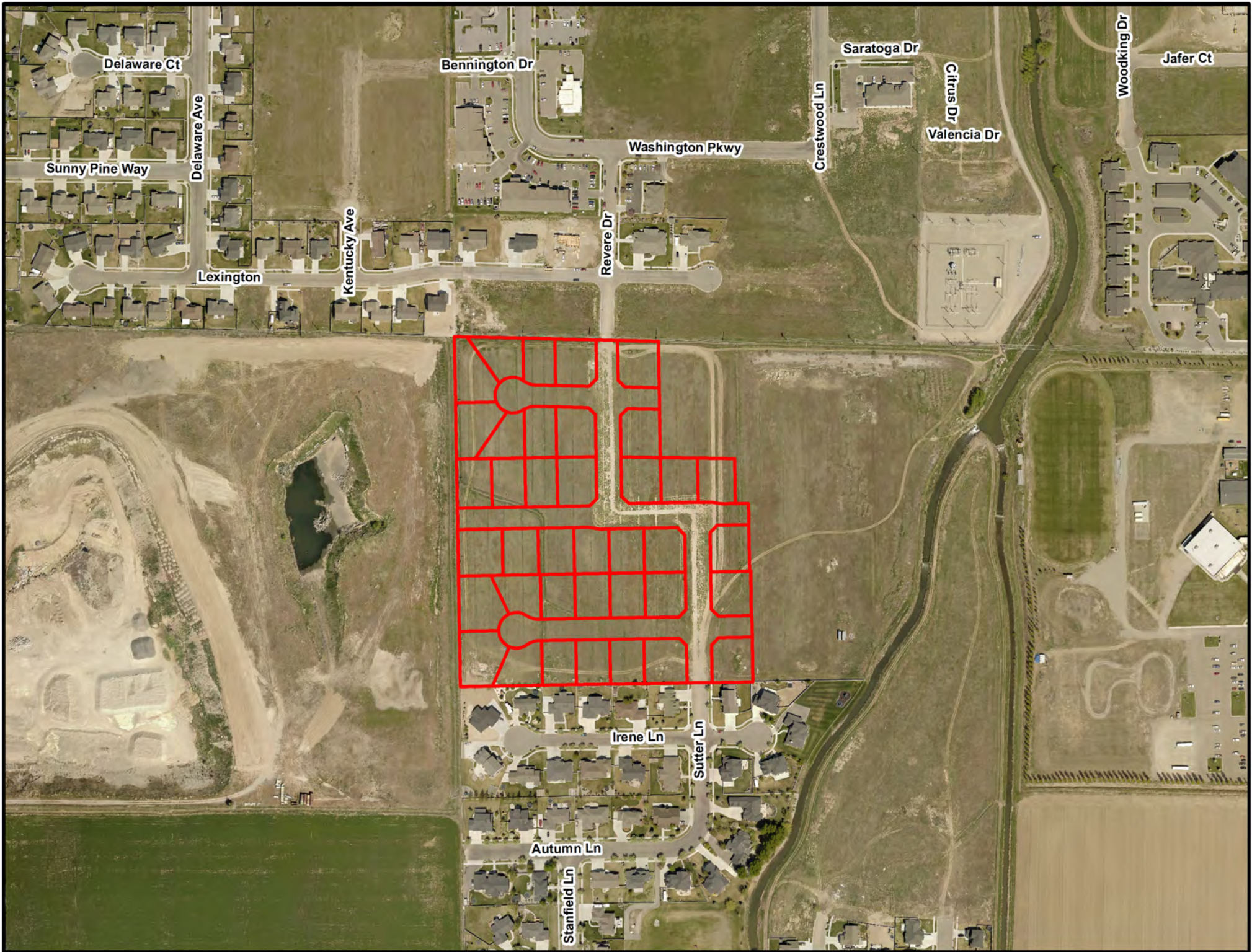
-  Site
-  RP
-  RP-A
-  R-1
-  R-2
-  R2A
-  R-3
-  R-3A
-  PB
-  MS
-  RSC-1
-  C-1
-  HC-1
-  CC-1
-  GC-1
-  R&D-1
-  M-1
-  I&M-1
-  I&M-2
-  RMH
-  PT-1
-  PT-2
-  PT-2 & T-1
-  PUD
-  T-1
-  T-2
-  30' Setback
-  50' Setback
-  City Limits
-  Area of Impact

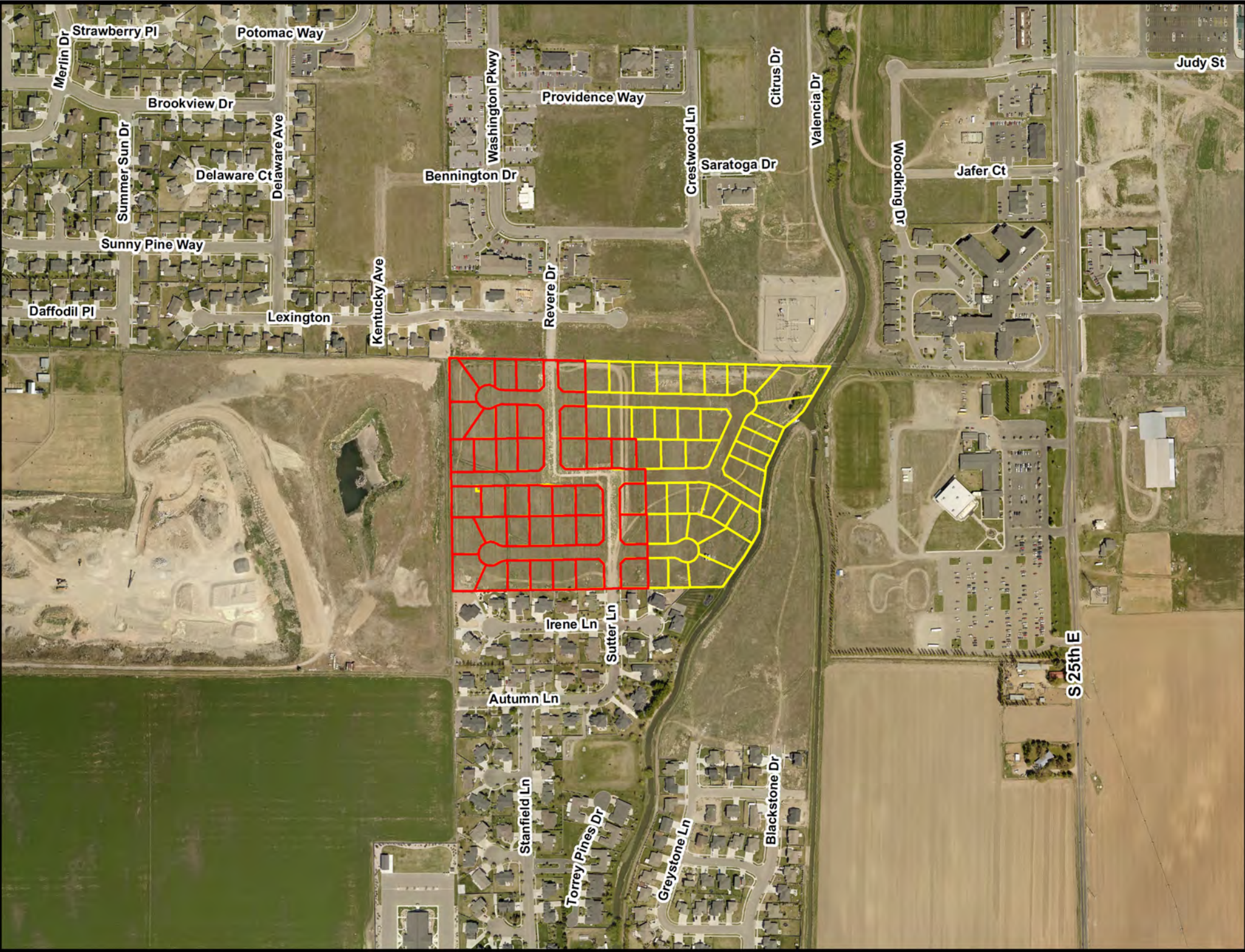


IDAHO FALLS



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





Strawberry Pl

Potomac Way

Merlin Dr

Brookview Dr

Summer Sun Dr

Delaware Ct

Delaware Ave

Sunny Pine Way

Daffodil Pl

Lexington

Kentucky Ave

Washington Pkwy

Bennington Dr

Providence Way

Crestwood Ln

Saratoga Dr

Citrus Dr

Valencia Dr

Wooding Dr

Jafer Ct

Judy St

Revere Dr

Irene Ln

Sutter Ln

Autumn Ln

Stanfield Ln

Torrey Pines Dr

Greystone Ln

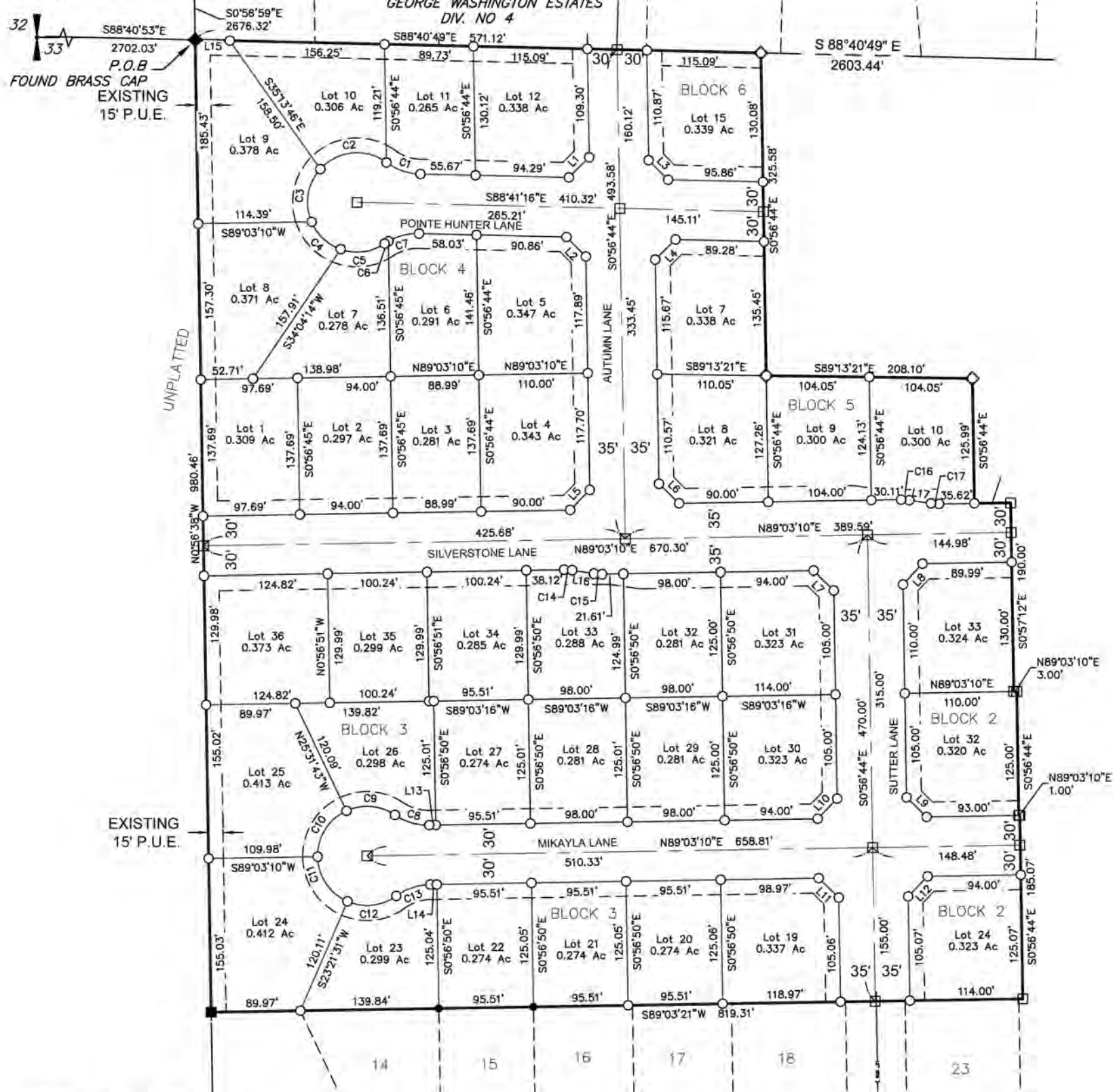
Blackstone Dr

S 25th E

W1/4 CORNER SEC. 33
FOUND BRASS CAP
C.P.&F. #499926

N1/4 CORNER SEC. 33
FOUND BRASS CAP
C.P.&F. #500235

GEORGE WASHINGTON ESTATES
DIV. NO 4



S1/4 CORNER SEC. 33
FOUND BRASS CAP
C.P.&F. #499843

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
Final Plat
Brookside Division 5
February 6, 2018



Community
Development
Services

Applicant: HLE

Location: Generally south of E. Sunnyside Rd., west of S. 25th E., north of E. 49th S. and east of S. 15th E

Size: 16.148 acres

Existing Zoning:

Site: County A-1
North: R-1 & PB
South: R-1
East: R-1
West: County A-1

Proposed Zoning:

R-1

Existing Land Uses:

Site: Agriculture
North: Residential
South: Residential
East: Vacant
West: Gravel Extraction

Future Land Use Map:

Low Density Residential

Attachments:

1. Subdivision Ordinance Requirements
2. R-1 Zoning Requirements
3. Maps
4. Aerial photos

Requested Action: To **recommend** to the Mayor and City Council approval of the final plat of Brookside Division 5.

Staff Comments: The preliminary plat for this development was approved by the Planning Commission on January 9, 2018. The plat includes approximately 43.42 acres, and includes 38 total lots with all of those as buildable lots. The proposed final plat matches the preliminary.

The north/south connection of Autumn Lane, Silverstone Lane and Sutter Lane will be developed as a residential collector. The remainder of the rights-of-way in the development will be local streets.

The property proposed to be zoned R-1. The lots will comply with all the requirements of the R-1 zone.

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.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 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.	Autumn Lane, Silverstone Lane and Sutter Lane as Residential Collector all others as local.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls.

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.

Encourage development in areas served by public utilities or where extensions of facilities are least costly.

Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. In the Broadway-Utah Avenue area between I-15 and Snake River Parkway, 42 properties redeveloped in the period from 1989 to 2013, over 1,800 jobs were created, and assessed valuations increased by \$141 million. The City should continue programs which use private/public partnerships to redevelop the land inside the City's boundaries.

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. 56

(2) Side Yards. For main buildings there shall be a side yard of not less than eight inches (8") for each foot of building height, except that no side yard shall be less than seven feet (7') six inches (6"). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.

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

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

(F) Height Requirements.

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

(G) Size of Building.

No requirement.

(H) Lot Coverage.

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

(I) See Supplementary Regulations.

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

(1) All lots upon which a single-family home attached dwelling is located shall have frontage upon and vehicular access to a dedicated street.

(2) No single-family attached dwelling shall be located above another dwelling unit, either in whole or part.

(3) Each single-family attached dwelling shall have at least one direct pedestrian access from the interior of the dwelling to the exterior boundaries of the lot and no pedestrian access may be held in common with another single-family dwelling unit.

(4) No more than three (3) single-family dwellings may be attached together.

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

February 6, 2018

7:00 p.m.

Planning Department

Council Chambers

MEMBERS PRESENT: Commissioners George Swaney, Darren Josephson, Margaret Wimborne, Gene Hicks, Arnold Cantu, Natalie Black, Lindsey Romankiw, Julie Foster.

MEMBERS ABSENT: Brent Dixon, Joanne Denney

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

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

CHANGES TO AGENDA: Wimborne suggested, per Staff's request, that the Agenda be modified to switch places of items 4 and 5. The Commissioners agreed to the modification.

Minutes: Morrison moved to approve the minutes for January 9, 2018, Hicks seconded the motion and it passed.

9. PLAT 17-037: FINAL PLAT. Brookside Division 5. McLane presented the staff report, a part of the record. Black asked McLane to show her the roadways in and out. McLane indicated there is a connection to the north, and a connection on the south. Black indicated that if you go out the south it takes you to 49th. McLane stated that the preliminary plat shows a connection that will go across the canal and towards the gravel pit, in the future

Applicant: Daryl Kofoed, HLE, 100 S. Park, Idaho Falls, Idaho. Kofoed stood for questions. Swaney asked if they will have any ideas on controlling the open-ended road leading to the gravel pit. Kofoed stated that he understands the property will become the City's property and at some point, the road will go through and become an amenity. Black asked if there is a pathway within this subdivision. Kofoed stated that there are sidewalks, and at some point, there will be a pathway along the canal.

Foster moved to recommend to the Mayor and City Council approval of the Final Plat for Brookside Division 5, as presented, Hicks seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF BROOKSIDE DIVISION NO 5 LOCATED GENERALLY SOUTH OF E. SUNNYSIDE RD., WEST OF S. 25TH E., NORTH OF E. 49TH S. AND EAST OF S. 15TH E.

WHEREAS, the applicant filed an application for a final plat on December 28, 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on February 6, 2018; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on April 12, 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 16.148 acres parcel located generally south of E. Sunnyside Rd., west of S. 25th E., north of E. 49th S. and east of S. 15th E.
3. The subdivision includes 38 residential lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R-1 Zone.
5. The proposed development complies with and supports many principles of the Comprehensive Plan.
6. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Brookside, Division No. 5.

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: April 2, 2018

RE: Annexation and Initial Zoning of I&M-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 135.995 acres

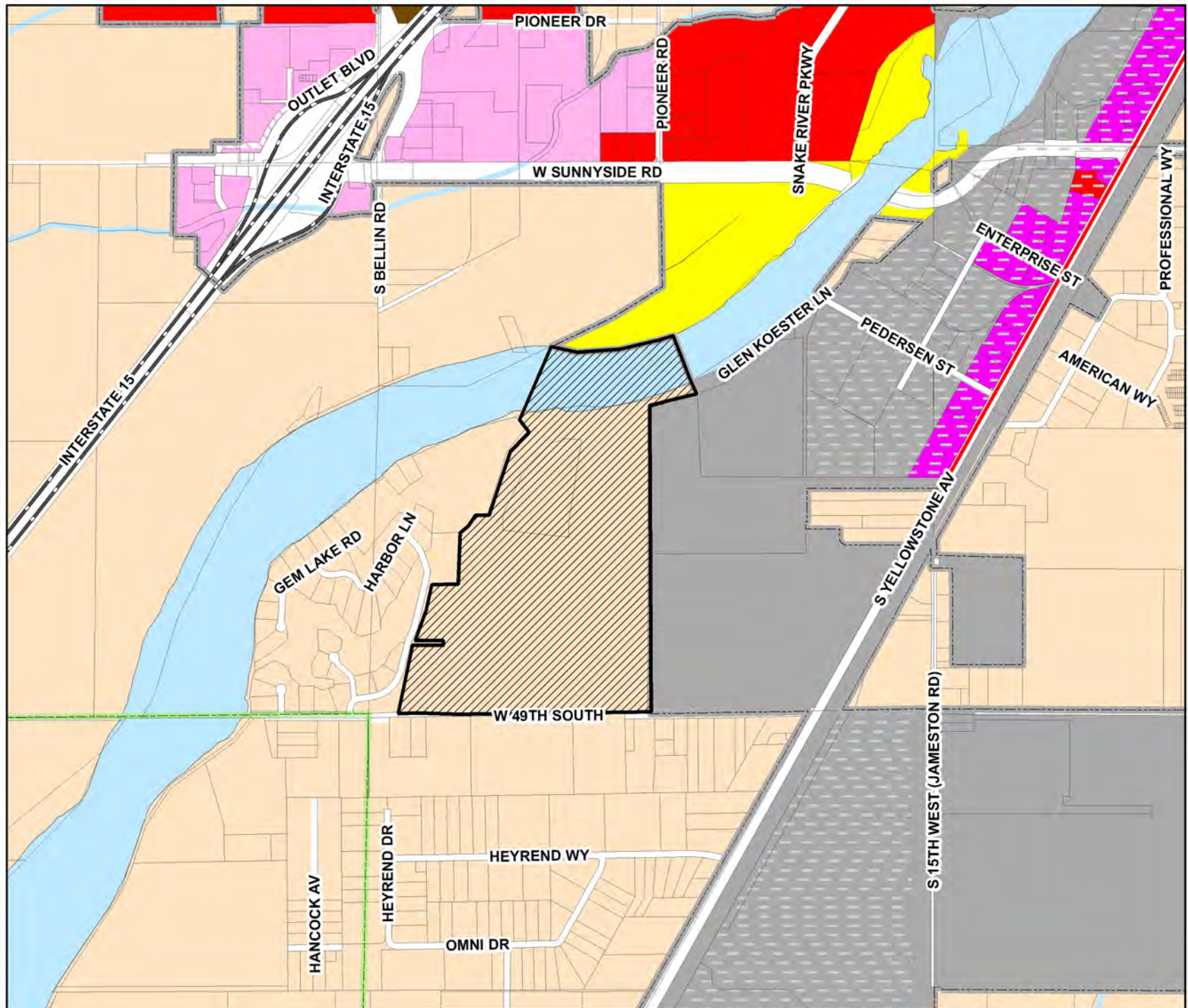
Attached is the application for Annexation and Initial Zoning of I&M-1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 135.995 acres Section 35, T 2N, R 37E for the City's Sanitation Field. The Planning and Zoning Commission considered this item at its March 6, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

- Vicinity Map
- Aerial Photo
- Staff Report March 6, 2018
- P&Z Minutes March 6, 2018
- Annexation Ordinance
- Zoning Ordinance
- Reasoned Statements of Relevant Criteria and Standards

Legend

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



IDAHO FALLS



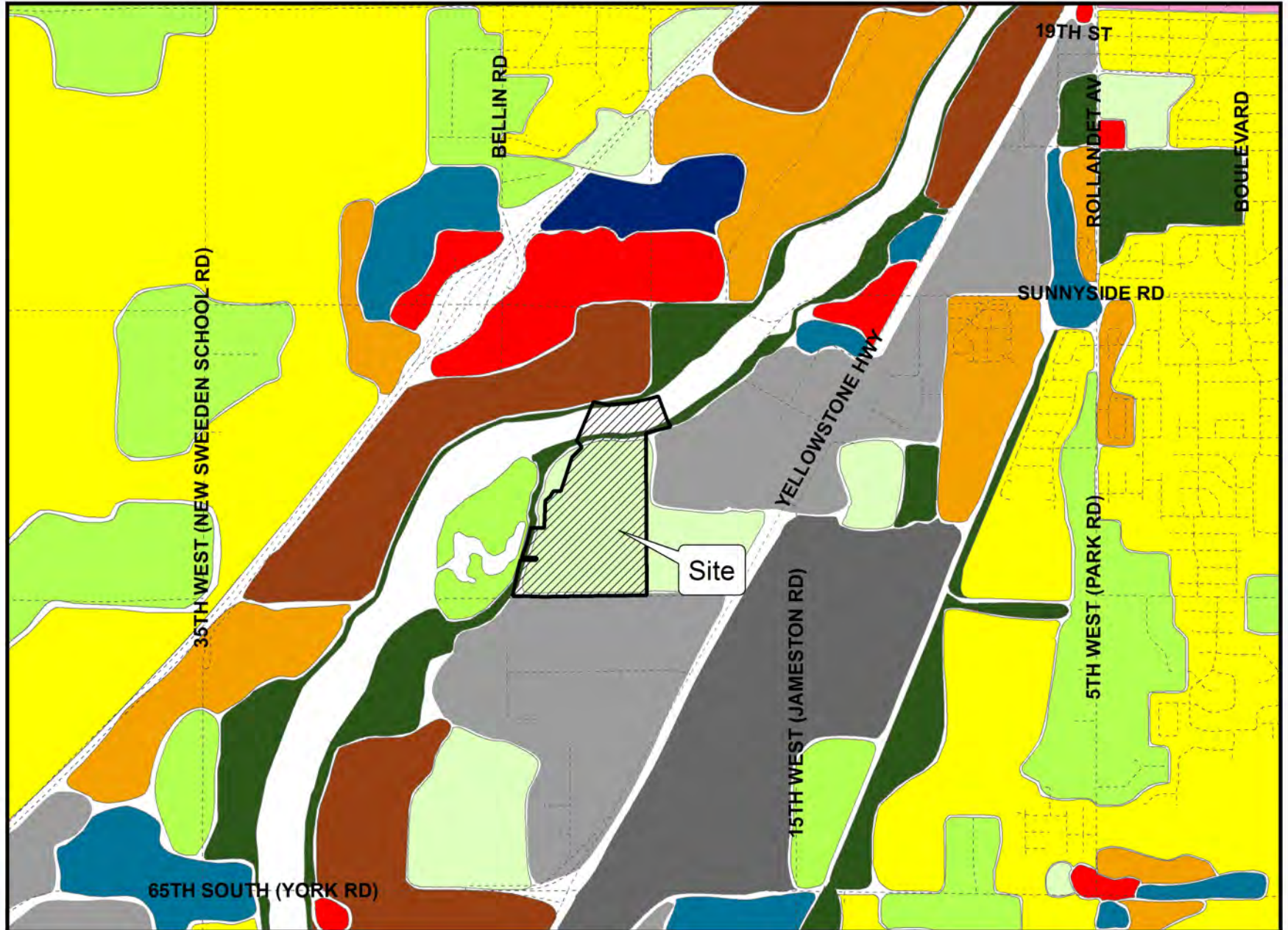


Annexation & Initial Zoning

M&B: Approximately 135.995 Acres Section 35, T 2N, R 37E



Comprehensive
Plan



IDAHO FALLS

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



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Annexation and Initial Zoning of I&M-1
M&B: Approximately 135.995 Acres Section 35, T 2N, R 37E
March 6, 2018



Community
Development
Services

Applicant: City of Idaho Falls

Location: Generally south of W Sunnyside Rd., west of S Yellowstone Ave., north of W 49th S and east of Interstate 15

Size: 135.995 acres

Existing Zoning:

Site: County A-1

North: R-1

South: County A-1, C-2,
and M-1A

East: I&M-1

West: County RA-1

Proposed Zoning:

I&M-1

Existing Land Uses:

Site: Agriculture

North: Park and Open
Space

South: Commercial

East: Public Facilities and
Cemetery

West: Residential

Future Land Use Map:

Public Facilities/Open
Space

Attachments:

1. I&M-1 Zoning Requirements
2. Maps
3. Aerial photos

Requested Action: To recommend to the Mayor and City Council approval of the annexation and initial zoning of I&M-1 for M&B: Approximately 135.995 Acres Section 35, T 2N, R 37E.

Staff Comments: The property is proposed to be zoned I&M-1. The property currently is being used as a dispersion field for the City's sewer treatment facility to the east with crops being grown on it through the summer.

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

Zoning: The proposed zoning of I&M-1 is consistent with its current use as a dispersion field for the sewer treatment facility. The proposed zone will also be consistent with the comprehensive plan designation of Public Facility/Open Space.

Staff Recommendation: Staff recommends approval of the annexation and initial zoning of I&M-1.

Comprehensive Plan Policies:

If allowed, industrial development along the Snake River should be compatible with public improvements.

Industrial development which is adjacent to the Snake River Greenbelt should be setback from the Greenbelt and buffered from parklands with landscaping, berms, and other techniques to enhance both the development and the Greenbelt. Such development should not block the continuance of the paths within the Greenbelt.. Page 53

Public facilities and open space

Publicly owned facilities such as the airport and waste water treatment plant. Publicly and privately owned lands which advance the health and safety of the community (retention ponds) and define boundaries between incompatible land uses. Page 63

10-3-22: I&M-1 INDUSTRIAL AND MANUFACTURING ZONE

(A) General Objectives and Characteristics.

The I&M-1 Industrial and Manufacturing Zone has been established as a district in which the primary use of the land is for manufacturing, fabricating, processing and warehousing establishments. This Zone is characterized by relatively flat land particularly suited for industrial uses because of the proximity to railroad tracks and streets, and the availability of utilities necessary for successful industrial use. While much of the land within this Zone is currently devoted to agriculture and other open land uses, it is intended that manufacturing and industrial uses shall be directed into this Zone as the needs arise.

Representative of the uses within this Zone are manufacturing, fabrication and processing, storage, warehousing and wholesale distribution, and railroad trackage, switch yards and terminal facilities. Uses which give rise to excessive noise, vibration, smoke, odor or dust, fumes or danger of explosion have been excluded from this Zone. As a means of attracting manufacturing and industrial establishments into this Zone, certain regulations concerning the external appearance of buildings and structures and the maintenance and use of land have been adopted. Also, dwellings and other uses which tend to thwart or prevent the use of the land for its primary purposes have been excluded from this Zone.

The objectives in establishing the I&M-1 Zone are:

- (1) To provide space for manufacturing and industrial uses within the City in appropriate locations and to discourage uses which tend to thwart the use of land for industrial purposes from locating within this Zone.
 - (2) To encourage the expansion of industrial establishments already existing within the Zone.
 - (3) To encourage new industry to locate within the Zone to the end that the economic well-being of the City and its inhabitants shall be enhanced thereby.
 - (4) To prevent the encroachment of industrial uses into non-industrial Zones.
 - (5) To prevent the co-mingling of incompatible uses and the attending depreciation of property values and the unwholesome social conditions resulting therefrom.
- In order to accomplish the objectives and purposes of this Zoning Code, and to encourage the most appropriate use of land within this Zone, the following regulations shall apply in the I&M- 1 Zone.

(B) Use Requirements.

The following uses shall be permitted in the I&M-1 Zone:

- (1) Any use permitted in the GC-1 zone, except dwelling units, group quarters, motels and other transient lodgings, and taverns.
- (2) Manufacturing, processing, and fabricating establishments with the exception of:
 - (a) Manufacturing of cement, lime, gypsum, rock, wood, or plaster of Paris.
 - (b) Manufacturing of acid
 - (c) Manufacturing and storage of explosives
 - (d) Manufacturing of glue
 - (e) Fat rendering
 - (f) Manufacturing of organic fertilizer

- (g) Petroleum refining and manufacturing of paving mixtures or asphalt coatings
- (h) Milling and smelting of ores
- (i) Manufacturing of rubber
- (j) Gravel and sand excavation
- (3) Sexually oriented businesses as defined by City of Idaho Falls' Code of Ordinances.
- (4) Railroad rights-of-way, yards, and terminals.
- (5) Bus terminals and maintenance yards.
- (6) Motor freight terminals, garaging, and maintenance.
- (7) Public utility facilities and structures.
- (8) Research laboratories.
- (9) Contract construction services.
- (10) Correctional institutions.
- (11) Daycare and education facilities accessory and incidental to permitted uses within the Zone.
- (12) Drive-in theaters.
- (13) Caretaker's residence as an accessory and incidental use to permitted uses within the Zone.
- (14) Building materials storage yards.
- (15) Assembling and the sale of farm equipment, mining machinery, vehicles and similar articles, but excluding junk yards and auto wrecking yards.
- (16) Similar uses by the Council as a conditional use. (Ord. 3038, 11-12-15)

(C) Area Requirements.

There shall be no area requirements except that an area sufficient to accommodate off-street parking, loading and unloading and vehicular access shall be provided and maintained.

(D) Width Requirements.

No requirements.

(E) Location Requirements.

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. 95 96

(F) Height Requirements.

No requirements.

(G) Size of Buildings.

No requirements.

(H) Landscaping.

A landscaped strip at least fifteen (15) feet in width with lawn or other ground cover, shrubbery, and trees at forty (40) foot centers shall be provided and maintained along the development side of the property line boarding any street, except for permitted driveways.

(I) See Supplementary Regulations to Zones.

Yards adjacent to detached single-family homes shall be fifteen feet (15').

3. ANNEX 18-001: ANNEXATION/INITIAL ZONING OF I&M-1. Acres Sanitation Field.

McLane presented the staff report, a part of the record. Dixon asked why they are zoning the river and the area right around the river industrial, as apposed to R-1. McLane stated that this area is in City control, and if the new zoning ordinance passes, this will be changed to the park zone at that time. McLane stated that the R-1 wouldn't work as its being used for the sewer treatment plant. Dixon suggested zoning the river and right along the river R-1 instead of I&M-1.

McLane stated that they can make a recommendation in the motion to change the zoning. Black confirmed that the City is the applicant and the owner of the property. Black confirmed that they will annex it into the City and then the City will change it to the parks and open space zone. McLane indicated that the Parks and Open Space Zone allows for City facilities, and it would be more of an open space.

Dixon moved to recommend to the Mayor and City Council approval of the Annexation and Initial Zoning of M&B 135.995 Acres, Section 35, T 2N, R 37E, with the change that the northern portion of the parcel that is in the River and approximately 100' on the south bank of the River be designated R-1, or as determined by the Planning Department as appropriate for future development of Greenbelt or other River associated features, Swaney seconded the motion and it passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 135.995 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Public Facilities/Open Space”; and

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

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

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

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

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

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

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2018.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 135.995

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

Kathy Hampton, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE ANNEXATION OF M&B: APPROXIMATELY 135.995 ACRES SECTION 35, T 2N, R 37E GENERALLY SOUTH OF W SUNNYSIDE RD., WEST OF S YELLOWSTONE AVE., NORTH OF W 49TH S AND EAST OF INTERSTATE 15.

WHEREAS, the applicant filed an application for annexation on January 26, 2018; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on March 6, 2018; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public meeting on April 12, 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 City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximate M&B: Approximately 135.995 Acres Section 35, T 2N, R 37E and generally south of W Sunnyside Rd., west of S Yellowstone Ave., north of W 49th S and east of Interstate 15.
3. Surrounding properties are zoned R-1, I&M-1, County A-1, County C-2, County M-1A, and County RA-1.
4. The Comprehensive Plan designates this area as Public Facility/Open Space.
5. The application is a Category "A" annexation.
6. The proposed Annexation complies with the purposes set forth within the Zoning Ordinance of the City of Idaho Falls.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2018

Rebecca Casper - Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 135.995 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS I&M-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is I&M-1 Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Public Facility/Open Space"; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public meeting on March 6, 2018, and recommended approval of zoning the subject property to I&M-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public meeting and passed a motion to approve this zoning on April 12, 2018.

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

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

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "I&M-1, Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Community Development Services Office.

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 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, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 135.995 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS I & M - 1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

EXHIBIT "A"

A parcel of land lying in a portion of Section 35, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho described as follows:

COMMENCING at the South Quarter Corner of said Section 35 and running THENCE along the Longitudinal Center of Section Line N00°36'39"W 40.53 feet; THENCE S89°23'21"W 15.96 feet, to the **TRUE POINT OF BEGINNING**, also being the North Fence Line on 49th South; THENCE running along said fence line for the next four(4) bearings and distances (1) THENCE S89°14'40"W 1192.47 feet; (2) THENCE S89°18'52"W 629.41 feet; (3) THENCE N88°10'57"W 333.32 feet; (4) THENCE S89°03'13"W 217.15 feet to the Westerly Property Line as shown on Record of Survey instrument number 1334066 recorded in the Office of the Recorder for Bonneville County; THENCE along said Westerly Property Line for the next fourteen (14) bearings and distances (1) THENCE N12°00'11"E 653.97 feet; (2) THENCE S89°51'20"E 291.28 feet; (3) THENCE N04°10'48"W 45.90 feet; (4) THENCE N89°51'20"W 263.60 feet; (5) THENCE N19°57'18"E 300.67 feet; (6) THENCE N12°23'30"E 246.96 feet; (7) THENCE N89°32'26"E 247.31 feet; (8) THENCE N02°20'55"E 481.15 feet; (9) THENCE N48°57'32"E 101.04 feet; (10) THENCE N33°32'44"E 121.16 feet; (11) THENCE S89°05'13"E 126.49 feet; (12) THENCE N18°34'55"E 626.31 feet; (13) THENCE N43°36'52"E 254.71 feet; (14) THENCE N37°43'26"W 148.42 feet; THENCE across the Snake River N23°20'16"E 748.76 feet to City of Idaho Falls Ordinance 2580; THENCE along said Ordinance 2580 for the next six (6) bearings and distances (1) THENCE S77°51'23"E 250.14 feet; (2) THENCE N86°07'37"E 396.66 feet; (3) THENCE N76°46'37"E 388.08 feet; (4) THENCE N72°24'37"E 132.00 feet; (5) THENCE crossing the Snake River S21°09'15"E 449.53 feet to the Easterly Bank; (6) THENCE S25°00'00"E 140.00 feet to City of Idaho Falls Ordinance number 1936 also being the Northwest corner of a parcel as described in instrument number 763236 recorded in the Office of the Recorder for Bonneville County; THENCE along said Ordinance 1936 S76°14'28"W 453.23 feet; THENCE continuing along said Ordinance 1936 S00°15'50"E 2872.89 feet to the **TRUE POINT OF BEGINNING**, and containing 135.995 acres, more or less.



REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE INITIAL ZONING OF I&M-1 FOR M&B: APPROXIMATELY 135.995 ACRES SECTION 35, T 2N, R 37E, GENERALLY SOUTH OF W SUNNYSIDE RD., WEST OF S YELLOWSTONE AVE., NORTH OF W 49TH S AND EAST OF INTERSTATE 15.

WHEREAS, the applicant filed an application for annexation on January 26, 2018; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on March 6, 2018; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public meeting on April 12, 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 City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximate M&B: Approximately 135.995 Acres Section 35, T 2N, R 37E, generally south of W Sunnyside Rd., west of S Yellowstone Ave., north of W 49th S and east of Interstate 15.
3. Surrounding properties are zoned R-1, I&M-1, County A-1, County C-2, County M-1A, and County RA-1.
4. The Comprehensive Plan designates this area as Public Facility/Open Space.
5. The application is a Category "A" annexation.
6. The proposed Annexation complies with the purposes set forth within the Zoning Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of I&M-1 as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2018

Rebecca Casper - Mayor



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: April 2, 2018

RE: Annexation and Initial Zoning of R1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 5.15 Acres of 5th West Right-of-Way

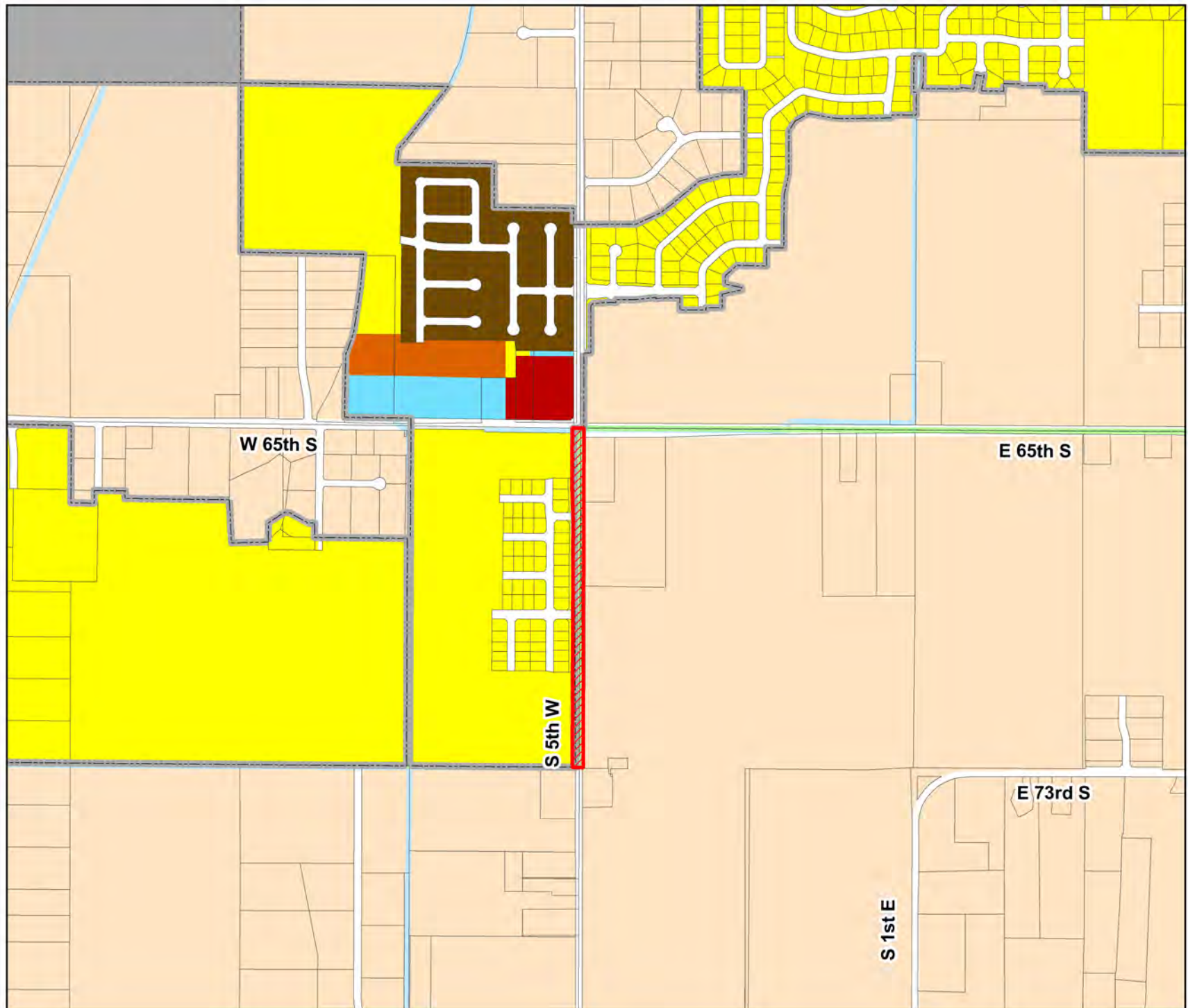
Attached is the application for Annexation and Initial Zoning of R1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 5.15 Acres, NE ¼ Section 12, T 1N, R 37E and NW1/4 Section 7, 1N R 38E of 5th West Right-of-Way. The Planning and Zoning Commission considered this item at its April 3, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. The reason for the fast turn-around on this item from Planning and Zoning to City Council is the construction of the roadway is currently underway and needs to be under the jurisdiction of the City so City standards will apply. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

- Vicinity Map
- Aerial Photo
- Staff Report April 6, 2018
- P&Z Minutes April 6, 2018 (if available)
- Annexation Ordinance
- Zoning Ordinance
- Reasoned Statements of Relevant Criteria and Standards

Legend

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



IDAHO FALLS

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





W 65th S

W 66th S

Sanford St

Burnswick St

Flannagon St

Roxbury St

Montezuma St

Hamden Ave

Bedford Ave

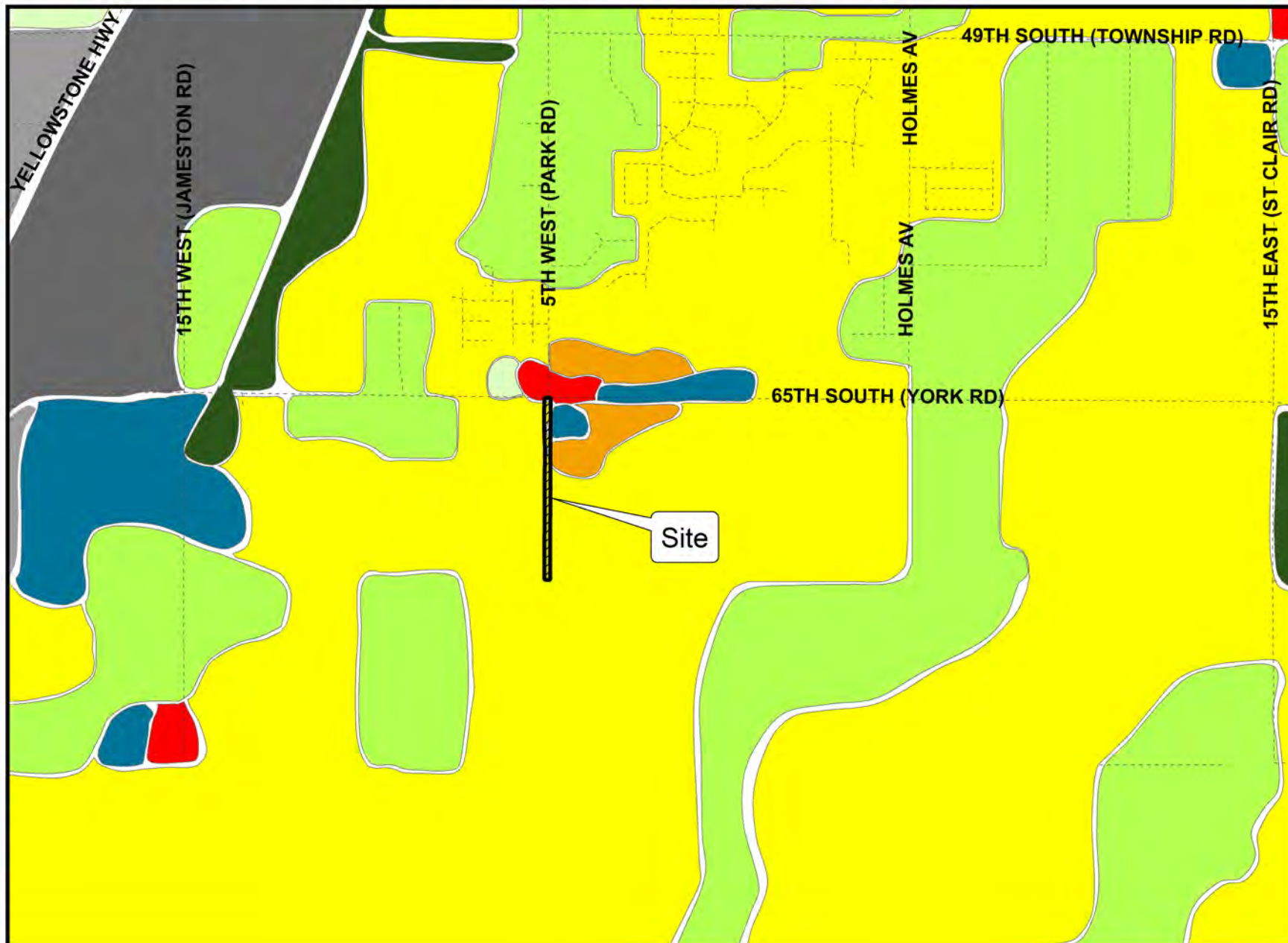
S 5th W

S 8th W

Annexation & Initial Zoning M&B: Approximately 5.15 Acres NE1/4 Section 12, T 1N R 37E & NW1/4 Section 7, T 1N R 38E

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

Comprehensive
Plan



IDAHO FALLS

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



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Annexation and Initial Zoning of R-1 (Portion of 5th West)
**M&B: Approximately 5.15 Acres NE1/4 Section 12, T 1N, R 37E &
NW1/4 Section 7, T 1N R 38E ~ April 3, 2018 ~**



Community
Development
Services

Applicant: City of Idaho Falls

Location: S 5th W, south of W 65th S & north of W 81st S

Size: 5.15 acres

Existing Zoning:

Site: County A-1
North: RSC-1
South: County A-1
East: R-1
West: County A-1

Proposed Zoning:
R-1

Existing Land Uses:

Site: Road
North: Vacant Pasture
South: Agriculture
East: Agriculture
West: Agriculture

Future Land Use Map:

Road/Public
Facilities/Open Space

Attachments:

1. R-1 Zoning Requirements
2. Maps
3. Aerial photos

Requested Action: To **recommend** to the Mayor and City Council approval of the annexation and initial zoning of R-1 for M&B: Approximately 5.15 Acres, NE1/4 Section 12, T 1N, R 37E & NW1/4 Section 7, T 1N R 38E, portion of 5th west right-of-way.

Staff Comments: This county road is proposed to be annexed and zoned R-1. This annexation will allow for this road to be constructed as a city street to service the recently annexed and platted Ivywood subdivision to the west. The County Public Works department has requested the City annex the right-of-way to accomidate the current and future development.

Annexation: This is a Category “A” annexation. The parcel is contiguous with the City boundary to the north, and West. It is also within the City’s Area of Impact.

Zoning: The proposed zoning of R-1 is consistant with its current residential development to the west. The comprehensive plan for the area shows this as mostly low density, but it does have a small amount of higher density and employment center on the north east portion.

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

Comprehensive Plan Policies:

Establish a program of on-going communication and cooperation with other local governments and entities.

Growth presents all local governments with the same challenges: new roads and streets, expanded water and sewer facilities, new parks and recreation areas, and increased demands for public safety. To successfully meet these challenges, Idaho Falls, Bonneville County, and the neighboring communities of Ammon, Iona, and Ucon should share information on a regular basis and sponsor leadership forums on a semi-annual basis to discuss mutual concerns.

PG. 64

Our plan for Transportation:

Implementation Strategies

1. Roadway Improvements

2. Study and revise, if necessary, road and bridge arterial fees. Standards:

1. To limit construction and maintenance costs, consider “soft” alternatives in street design.

2. When it is anticipated 200 trips will be generated for peak hour of adjacent street by proposed development, a traffic impact analysis will be required.

3. Limit access to arterial streets and section line roads.

4. Design of future streets and improvement to existing streets should correspond with planned land use type and intensity of development.

5. Develop a locally established level of service standard for City streets to measure new project impacts on the current system.

6. Assure new streets are designed to accommodate the anticipated volume of all traffic using the street, including pedestrians and bicycles.

7. Arterial streets should be designed as boulevards.

8. Revise cross-sections of streets.

PG.76

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. 56
- (2) Side Yards. For main buildings there shall be a side yard of not less than eight inches (8") for each foot of building height, except that no side yard shall be less than seven feet (7') six inches (6"). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.

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

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

(F) Height Requirements.

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

(G) Size of Building.

No requirement.

(H) Lot Coverage.

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

(I) See Supplementary Regulations.

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

- (1) All lots upon which a single-family home attached dwelling is located shall have frontage upon and vehicular access to a dedicated street.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 5.15 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2018.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 5.15 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE ANNEXATION OF M&B: APPROXIMATELY 5.15 ACRES NE1/4 SECTION 12, T 1N, R 37E & NW1/4 SECTION 7, T 1N R 38E (5TH WEST RIGHT- OF-WAY)

WHEREAS, the applicant filed an application for annexation on March 15, 2018; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on April 3, 2018; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public meeting on April 12, 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 City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximate M&B: Approximately 5.15 Acres NE1/4 Section 12, T 1N, R 37E & NW1/4 Section 7, T 1N R 38E
3. Surrounding properties are zoned R-1, RSC-1, and County A-1.
4. The Comprehensive Plan designates this area as Low Density, Higher Density, and Employment Center.
5. The application is a Category "A" annexation.
6. The proposed Annexation complies with the purposes set forth within the Zoning Ordinance of the City of Idaho Falls.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2018

Rebecca Casper - Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 5.15 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R-1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public meeting on April 3, 2018, and recommended approval of zoning the subject property to R-1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public meeting and passed a motion to approve this zoning on April 12, 2018.

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

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

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

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

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

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

passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho,
this_____day of_____, 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:

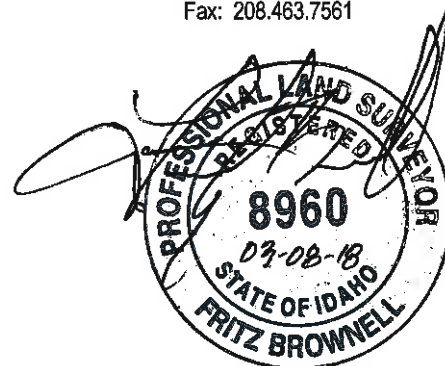
That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING
FOR THE INITIAL ZONING OF APPROXIMATELY 5.15 ACRES
DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R - 1 ZONE; AND
PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

5700 East Franklin Road,
Suite 160
Nampa, Idaho 83687
www.horrocks.com



Idaho Office
Tel: 208.463.4197
Fax: 208.463.7561



Date: January 24, 2018
Project: IF-779-1507
Page: 1 of 1

EXHIBIT "A"
CITY OF IDAHO FALLS ANNEXATION PARCEL

This parcel is situated in a portion of the N.E. 1/4 of Section 12, Township 1 North, Range 37 East and the N.W. 1/4 of Section 7, Township 1 North, Range 38 East of the Boise Meridian, City of Idaho Falls, Bonneville County, Idaho, more particularly described as follows;

BEGINNING at the northwest corner of said N.W. 1/4; thence along the North boundary of said N.W. 1/4,

- 1) N.89° 39' 47"E., 30.00 feet; to a point on the easterly Right-Of-Way of 5th West; thence along said Easterly Right-Of-Way,
- 2) S.00° 05' 51"W., 2653.40 feet to a point on the South boundary of said N.W. 1/4; thence leaving said Easterly Right-Of-Way;
- 3) N.89° 48' 17"W., 35.01 feet to the southwest corner of said N.W. 1/4; thence along the South boundary of said N.W. 1/4,
- 4) N.89° 31' 41"W., 50.00 feet, thence leaving said south boundary and parallel with the east boundary of said N.E. 1/4
- 5) N.00° 12' 24"E., 1944.01 feet to a point which lies 50.00 feet West of said N.E. 1/4; thence leaving said parallel line,
- 6) N.02° 05' 09"W., 250.00 feet to a point which lies 60.00 feet west of the east boundary of said N.E. 1/4; thence parallel with the east boundary of said N.E. 1/4 ,
- 7) N.00° 12' 24"E., 460.00 feet to a point on the north boundary of said N.E. 1/4 ; thence along said north boundary,
- 8) S.89° 14' 35"E., 60.00 feet to the **POINT OF BEGINNING**.

CONTAINING 5.15 acres, more or less.

BASIS OF BEARING

The East line of the Northeast 1/4 of Section 12, Township 1 North, Range 37 East, Boise Meridian taken as South 0°12'24" West and a distance between monuments found to be 2653.47 feet.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

APPROVAL OF THE INITIAL ZONING OF R-1 FOR M&B: APPROXIMATELY 5.15 ACRES NE1/4 SECTION 12, T 1N, R 37E & NW1/4 SECTION 7, T 1N R 38E. (5TH WEST RIGHT-OF-WAY)

WHEREAS, the applicant filed an application for annexation on March 15, 2018; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on April 3, 2018; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public meeting on April 12, 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 City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximate M&B: Approximately 5.15 Acres NE1/4 Section 12, T 1N, R 37E & NW1/4 Section 7, T 1N R 38E.
3. Surrounding properties are zoned R-1, RSC-1, and County A-1.
4. The Comprehensive Plan designates this area as Low Density, Higher Density, and Employment Center.
5. The application is a Category "A" annexation.
6. The proposed Annexation complies with the purposes set forth within the Zoning Ordinance of the City of Idaho Falls.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the initial zoning of R-1 as presented.

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2018

Rebecca Casper - Mayor



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: April 2, 2018

RE: Modification to City Codes Regarding Public Nuisances including Enforcement and Appeal Procedures

Attached are modifications to the City's Litter and Weed, Sidewalk Maintenance and Construction, and Graffiti Abatement Codes. The changes have been part of an effort to have a more standardized process for notification of a violation, enforcement of the ordinances, and to establish an appeals process. Legal Department drafted the codes and each has been reviewed by the Department responsible for enforcement. Though some of the details are not completely uniform, such as number of days allowed for compliance following notification, the general process for notification and appeals is the same.

One of the primary changes is to establish the Board of Adjustment as the appeals body for nuisance codes. The Board of Adjustment currently reviews variance requests and certain conditional use permits. However, there has been a dramatic decrease in such requests over the past few years. Establishing the Board of Adjustment as the appeals board will not only increase their workload so they can meet more regularly, but also prevent the need to create a new board or commission for the City.

Staff from each Department respectfully requests approval of the code changes.

Attachments: Litter and Weed Ordinance
 Sidewalk Maintenance and Construction Ordinance
 Graffiti Abatement Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 5, CHAPTER 8 TO CLARIFY THE NOTICE OF ABATEMENT PROCESS AND TO PROVIDE FOR APPEAL TO THE BOARD OF ADJUSTMENT; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City prides itself on the cleanliness and appearance of its public spaces; and

WHEREAS, the City's litter and noxious weed abatement processes and practices contribute to the City's overall beauty; and

WHEREAS, the Council believes that making the abatement notice provisions simpler and more clear will help in the elimination of unsightly litter (including garbage, junk, refuse and waste) and noxious weeds by properly informing owners, occupiers, or controllers of properties where such nuisances are located; and

WHEREAS, providing for an appeal of the decision to abate such nuisances will allow the subject of the notice a forum in which to present potential error; and

WHEREAS, the City's Board of Adjustment panel is the appropriate body to hear such appeals; and

WHEREAS, allowing for the establishment of a special assessment against the nuisance property will allow the City to recover costs where City correction of the abatement is necessary.

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

SECTION 1. Title 5, Chapter 8, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

5-8-2 DEFINITIONS. For the purposes of this Chapter, certain terms shall have the meanings ascribed below:

Aircraft. Any craft designed for navigation or flight in air.

Garbage. Any waste resulting from the preparation, cooking, consumption or handling of food or other edible substance, whether for human or animal consumption, including without limitation, waste from the handling, storage and sale of produce.

Handbill. Any printed or written matter, sample, circular, leaflet, pamphlet, booklet, or any other printed literature of any kind.

Junk. Any waste consisting of any mechanical appliance, vehicle, machinery, equipment or apparatus, or any parts therefrom, including without limitation, all non-functional appliances, automobiles, automobile parts, recreational vehicles, boats, snowmobiles, motorcycles, farming and construction equipment.

Litter. Garbage, junk, refuse, waste, and weeds as defined in this Chapter.

Noxious weed. Any plant classified by the Director of the Idaho State Department of Agriculture as a “noxious weed” in Title 06, Chapter 22 of the Idaho Administrative Procedures Act (IDAPA), as amended from time to time.

Occupant. Any person having control, possession or charge over real property.

Owner. Any person having a fee ownership in real property.

Refuse. All materials of any kind or nature, including, but not limited to, handbills, newspapers, papers, cartons, boxes, barrels, shrubs, tree trunks (other than stumps in the ground), wood, brush, weeds, branches, yard trimmings, leaves, furniture, bedding, tin cans, metals, bottles, ashes, clinkers, automobile bodies and parts, appliances, broken glass, broken concrete, rock, crockery, mineral waste, street sweepings, industrial waste, sawdust, lumber scraps, shavings, animal carcasses, wire and plastics.

Waste. Any material or items for which there is no practical use other than for recycling, and which if placed or deposited as prohibited in this Chapter is markedly offensive or unsightly, or which creates an offensive odor or is unsanitary or unsafe, attracts insects or rodents or in any way creates a public nuisance or health or safety hazard.

Weeds. Any plant, growing or dead, more than ten (10”) inches in height, measured from the surface of the ground, except plants grown for ornamental purposes or for production of food for man or beast, and any Noxious plantsweed, regardless of height, shall be considered weeds.

...

5-8-8 IMPROPER HAULING OF LITTER. It is unlawful for any person to haul litter, or otherwise operate a vehicle carrying litter, in any manner which causes litter to be deposited or to accumulate upon any private property, canal right-of-way, public street, alley, sidewalk or private property, park, right-of-way, or upon any publically-owned property within the City, or which creates a reasonable likelihood that litter will be blown, dropped or spilled therefrom.

...

5-8-11 ACCUMULATION OF LITTER UPON PRIVATE PROPERTY. It shall be unlawful and a public nuisance for any persons owning, occupying, or having control of private property within the City to deposit, store or allow the accumulation of litter upon such property, except:

(A) The temporary storage or accumulation of construction debris or materials in a manner which prevents the same from being blown upon adjoining property, while a building or structure is being constructed upon the premises, or during remodeling or reconstruction thereof.

(B) Upon any property owned or operated by any recycler, salvage dealer, or junk yard dealer licensed by the City, subject to all provisions and restrictions contained in any ordinance or statute governing the operation of such licensed business.

5-8-12 REMOVAL OF WEEDS. It shall be unlawful and a public nuisance for any owner(s) or occupant(s) or for controller(s) of any real property within the City to allow weeds to grow, exist or accumulate upon such real property.

~~5-8-13 SPECIAL ASSESSMENTS. Notwithstanding the imposition of any criminal fine, penalty or imprisonment, the City may, subject to the provisions of this Section, remove any litter or weeds from any private property within the City and levy a special assessment against such property, for the reasonable costs of such removal. Prior to the removal of such litter or weeds, the City shall give notice in writing to the owner of such property, which notice shall state the street address of the property where the litter or weeds exists, and shall describe the nature and general location of the litter to be removed. Such notice shall state that such litter or weeds shall be removed within ten (10) days from the date the notice is sent. Such notice shall be sent by United States mail to the owner of the property at the address listed upon the real property assessment rolls of Bonneville County. Such notice may also be sent to the occupant of the property at the address if the occupant and owner are not the same individual or entity. If the owner or occupant fails to remove the litter or weeds within the time specified in the notice, the City shall either issue a misdemeanor citation or shall send a final notice to the owner or occupant or both at the address stating that if such litter or weeds are not removed within ten (10) days from the date the notice is sent, the City may issue a misdemeanor citation.~~

5-8-13 LITTER VIOLATION IS AN INFRACTION. The hauling or allowing of litter to accumulate in violation of this Code is an infraction for every twenty-four (24) hour time period that such litter is not removed following City notice to remove.

5-8-14 NOTICE TO ABATE.

(A) Whenever a violation of this Chapter comprises a public nuisance, a notice shall be issued by the City to the owner(s), occupant(s), or person(s) of the premises requiring abatement of the nuisance identified in this notice.

(B) Said notice shall be served upon the owner(s) of the affected premises, as such ownership is shown on the last property tax assessment rolls of Bonneville County, Idaho, and upon any known occupant(s) or controller(s) of the premises. Service of notice may be

accomplished through personal service on the owner(s), occupant(s), or person(s) in control of the property, by United States mail, by hand delivery, by posting in a conspicuous place upon the premises, or by other delivery method reasonably calculated to give notice to the owner(s), occupant(s), or person(s) in control of the property.

(C) Such notice shall be in writing and shall clearly state that the property contains a public nuisance and that the owner(s), occupant(s), or controller(s) shall abate the nuisance within ten (10) calendar days after the date of the notice; that the owner(s), occupant(s), or person(s) in control of the property given the notice may, within ten (10) calendar days following receipt of the notice, deliver in writing to the City Clerk his or her objections to the abatement of the nuisance and request an appeal hearing before a panel comprised of three (3) members of the Board of Adjustment upon payment of a fee for the appeal in an amount established from time to time by the Council.

(D) Where the Director of Community Development Services determines that abatement of the nuisance requires more than ten (10) days to abate, the Director may defer abatement of such nuisance; however, any appeal of such an abatement notice (along with the proper fee for appeal) shall be filed ten (10) calendar days after receipt of such notice. The Director's deferral of abatement shall be in writing and shall identify a date by which the nuisance shall be abated. Failure to abate the nuisance on or before the deferral date is a violation of this Chapter.

5-8-15 APPEAL.

Upon receipt by the City of intent to appeal and payment of the appeal fee, a person receiving notice to abate shall be heard by the Board of Adjustment panel within ten (10) business days of the filing of the appeal, during which appeal time no action shall be taken by the City regarding the nuisance. At the appeal hearing, the appellant must show, by a preponderance of the evidence, that there is an exception to abatement of the nuisance under this Chapter. The decision of the Board of Adjustment panel shall be final. Unless the Board of Adjustment panel finds an exception to nuisance abatement, abatement of the nuisance shall take place within ten (10) calendar days following the decision by the Board of Adjustment panel.

5-8-16 CITY ABATEMENT

(A) City is authorized to use public funds to abate a weed nuisance.

(B) If the property owner(s) or occupant(s) or person(s) in control of the property fails to abate a weed nuisance within ten (10) calendar days following a final decision regarding the weed nuisance, the City may enter the property and commence abatement, pursuant to Idaho Code.

(C) If the City abates the weed nuisance, all costs and expenses related to abatement shall be billed and assessed against the property owner and, if unpaid, shall be collectible by any lawful means including, but not limited to, creation of a special assessment collectible against the subject property, pursuant to Idaho Code.

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 January, 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,
AMENDING TITLE 5, CHAPTER 8 TO CLARIFY THE NOTICE OF
ABATEMENT PROCESS AND TO PROVIDE FOR APPEAL TO THE BOARD
OF ADJUSTMENT; PROVIDING SEVERABILITY, CODIFICATION,
PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE..”

(SEAL)

KATHY HAMPTON, CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8 CHAPTER 10 TO CLARIFY THE NOTICE OF ABATEMENT PROCESS; AND TO PROVIDE FOR APPEAL TO THE BOARD OF ADJUSTMENT; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City desires to make sidewalks, curbs, and gutter part of a safe transportation and pathway system within the City; and

WHEREAS, the City's maintenance and construction of sidewalks and curbs ordinance (Idaho Falls City Code Title 8, Chapter 10), along with its sidewalk snow removal and sidewalk obstruction requirements contributes to the City's overall safe transportation, ADA, pathway, and Connecting Our Community goals; and

WHEREAS, the Council believes that making the abatement notice provisions simpler and more clear will help in the elimination of dangerous or deteriorating sidewalks, curbs, and gutters by properly informing owners, occupiers, or controllers of properties where such nuisances are located; and

WHEREAS, such notice simplification will assist in snow and ice removal or obstruction removal on sidewalks; and

WHEREAS, providing for an appeal of the decision to abate such nuisances will allow the subject of the notice a fair forum in which to present potential error; and

WHEREAS, the City's Board of Adjustment panel is the appropriate body to hear such appeals; and

WHEREAS, allowing for the establishment of a special assessment against the nuisance property will allow the City to recover costs where City correction of the abatement is necessary.

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

SECTION 1. Title 8, Chapter 10, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

8-10-2: ORDER FOR CONSTRUCTION OR MAINTENANCE: The ~~Public Works Department~~ City may order any person who fails to perform his or her duty under this Chapter the

~~preceding section~~ upon a finding that such sidewalk, curb and gutter have not been constructed or maintained in accordance with the provisions of this Chapter. Upon the issuance of such order, the ~~Public Works Department~~ City shall serve a notice advising the owner of such property of his a violation of this Chapter. ~~The notice shall be served upon the owner by depositing the same into the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the owner at the last known address or address shown on the assessment rolls of Bonneville County. Such notice shall advise the owner that if the sidewalk and curb and gutter are not installed, or maintained in accordance with the provisions of this Chapter or as otherwise required by this Code within twenty (20) days after the date of such notice, the City may order that such work be accomplished and the costs thereof be assessed against the real property adjacent to such sidewalk and curb and gutter.~~

8-10-3 NOTICE TO ABATE NUISANCE.

(A) Whenever a violation of this Chapter comprises a public nuisance, a notice shall be issued by the City to the owner(s), occupant(s), or person(s) in control of the premises requiring abatement of the nuisance identified in the notice.

(B) Such notice shall be served upon the owner(s) of the affected premises, as such ownership is shown on the last property tax assessment rolls of Bonneville County, Idaho, and upon any known occupant(s) or person(s) in control of the premises. Service of notice may be accomplished through personal service on the owner(s), occupant(s), or person(s) in control of the property, by United States mail, by hand delivery, by posting in a conspicuous place upon the premises, or by other delivery method reasonably calculated to give notice to the owner(s), occupant(s), or person(s) in control of the property.

(C) Such notice shall be in writing and shall clearly state that the property contains a public nuisance and that the owner(s), occupant(s), or controller(s) shall abate the nuisance within twenty (20) calendar days; that the owner, occupant, or person in control of the property given the notice may, within five (5) business days following receipt of the notice, deliver in writing to the City Clerk his or her objections to abatement of the nuisance and request an appeal hearing before a panel comprised of three (3) members of the Board of Adjustment upon payment of a fee for the appeal in an amount established from time to time by the Council.

(D) Where the City determines that abatement of the nuisance requires construction or reconstruction of a sidewalk, curb, or gutter, or a combination thereof, the Director may defer abatement of such nuisance; however, any appeal of such an abatement notice (along with the proper fee for appeal) shall be filed within five (5) business days following receipt of such notice. The Director's deferral of abatement shall be in writing and shall identify a date by which the nuisance shall be abated. Failure to abate the nuisance on or before the deferral date is a violation of this Chapter.

8-10-4 APPEAL.

Upon receipt by the City of intent to appeal and payment of the appeal fee, a person receiving notice to abate shall be heard by the Board of Adjustment panel within twenty (20) calendar days

of the filing of the appeal, during which appeal time no action shall be taken by the City regarding the nuisance. At the appeal hearing, the appellant must show, by a preponderance of the evidence, that there is an exception to abatement of the nuisance removal under this Chapter. The decision of the Board of Adjustment panel shall be final. Unless the Board of Adjustment panel finds an exception to nuisance abatement, abatement of the nuisance shall take place within twenty (20) calendar days following the decision by the Board of Adjustment panel.

8-10-5 CITY ABATEMENT

(A) City is authorized to use public funds to abate a nuisance.

(B) If the property owner(s) or occupant(s) or person(s) in control of the property fails to abate the nuisance within twenty (20) calendar days following a final decision regarding the nuisance, the City may enter the property and commence abatement, pursuant to Idaho Code.

(C) If the City abates the nuisance, all costs and expenses related to abatement shall be billed and assessed against the property owner and, if unpaid, shall be collectible by any lawful means including, but not limited to, creation of a special assessment collectible against the subject property, pursuant to Idaho Code.

~~8-10-3: SPECIAL ASSESSMENT: In the event any property owner fails to install or maintain the sidewalk and curb and gutter adjacent to his or her property within twenty (20) days after a notice is mailed to him in accordance with the preceding Section, the City Council may cause the work to be accomplished and charge the reasonable cost therefor against the owner of such property. Upon completion of the work, the City Council shall send a Notice of Assessment to the property owner advising him or her of the amount of the costs incurred in performing such work and advising the owner that if such amount is not paid within thirty (30) days after the date of such notice a special assessment will be made against such property in the manner permitted by law, and that twenty five percent (25%) of the amount thereof will be added to such amounts as a penalty. Such notice shall be mailed to the property owner in the manner set forth in the preceding section. In the event the property owner fails to pay such amount prior to expiration of thirty (30) days from the date the notice was mailed, the City Engineer shall certify to the City Council the amount of such costs incurred, and the Council may then order the City Treasurer to cause a special assessment to be levied and assessed against the property in the amount of such costs, together with the twenty five percent (25%) penalty, in the manner set forth in Idaho Code Section 50-1008.~~

~~8-10-46: CONSTRUCTION SPECIFICATIONS: The construction of all sidewalks and curbs and gutters shall be in accordance with the City Standard Drawings and Engineering Consturction Specifications.~~

~~8-10-57: PERMIT FOR TRAP DOORS: It shall be unlawful to construct, maintain or operate any trap door, opening, grating or other opening within or upon a public sidewalk, without a permit issued by the Council.~~

8-10-68: OPENINGS IN SIDEWALKS: It shall be unlawful for any person to fail or neglect to maintain any trap door, opening or grating approved by the Council, or to fail or neglect to keep the same securely closed while any doors covering the same are not in use, or to take all reasonable and necessary safety precautions to prevent harm and injury to person or property. All openings for elevators, coal chutes, or service entrances or openings of any kind within a public sidewalk shall be constructed and installed in such manner as to prevent entry of storm waters or floods from the street or sidewalk.

8-10-79: COVERINGS UPON SIDEWALKS: All sidewalk doors, coal chutes, and coverings and supports therefor shall be made of steel or cast iron, shall be placed flush with the sidewalk surface, shall have a corrugated surface or other finish that will prevent slippage thereupon, and shall be so constructed as to support a load of not less than two hundred (200) pounds per square foot.

8-10-810 SIDEWALK, HAIL, SNOW, SLEET AND/OR ICE REMOVAL REQUIRED.

(A) Definitions:

(1) Agent. Any person under a legal or contractual obligation to remove hail, snow, sleet and/or ice on a Sidewalk for an owner or lessee of property within the City, whether or not for compensation.

(2) Precipitation Event. Any product of the condensation of atmospheric water vapor (including hail, snow, sleet, and ice) that falls under gravity within City limits, as determined by the National Weather Service Station at the Idaho Falls Regional Airport.

(3) Sidewalk. Any concrete, asphaltic paving or brick material adjacent to a City street, easement, right-of-way or other public way, whether within a public right-of-way or on private property, designated and/or used by pedestrians for travel.

(B) Duty to Remove Hail, Snow, Sleet and/or Ice Promptly.

(1) Unless otherwise provided in this Section, it shall be unlawful for an owner, agent or lessee of real property to fail to remove or fail to cause to be removed hail, snow, sleet, and/or ice, from the entire length and breadth of every Sidewalk in the City within the twenty four (24) hour period immediately following the cessation of a Precipitation Event.

(2) The duty imposed in this subsection (B)(1) shall not include snow placed onto Sidewalks by snow removal equipment of the City or its designee after it has been removed following a Precipitation Event.

8-10-911 OBSTRUCTION OF A CITY SIDEWALK, STREET, EASEMENT, RIGHTOF-WAY, OR OTHER PUBLIC WAY WITH SNOW OR ICE IS PROHIBITED.

(A)

(1) It shall be unlawful to place snow or ice removed from private property (including a Sidewalk) upon any public sidewalk, street, easement, right-of-way, or other public way, alleyway or Sidewalk.

~~(A)~~(2) It shall also be unlawful to place snow or ice removed from Sidewalks, private driveways, driveway approaches, or other public places in or upon a public Sidewalk, street, easement, right-of-way or other public way, alleyway or Sidewalk in a manner that causes a hazard or obstruction to vehicular or traffic or any person travelling over or upon or otherwise using a public sidewalk, street, easement, right-of-way or other public way, alley, or sidewalk within the City, especially those who benefit from the provisions of the Americans with Disabilities Act as amended.

8-10-~~10~~12 PENALTIES.

(A) Any person who violates Sections 8-10-~~8~~10 of this Chapter is guilty of an infraction in an amount set from time to time by ~~City~~the Council.

(B) Any person who violates Sections 8-10-~~9~~11 of this Chapter is guilty of an infraction for every twenty-four (24) hour period of a failure to comply with a duty imposed by such sections in an amount set from time to time by ~~City~~the Council.

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

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this ____ day of December, 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,
AMENDING TITLE 8 CHAPTER 10 TO CLARIFY THE NOTICE OF
ABATEMENT PROCESS; AND TO PROVIDE FOR APPEAL TO THE BOARD
OF ADJUSTMENT; PROVIDING SEVERABILITY, CODIFICATION,
PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 5, CHAPTER 10 AMENDING THE NOTICE ABATEMENT PROCESS AND PROVIDING AN APPEAL TO THE BOARD OF ADJUSTMENT; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City prides itself on the cleanliness and appearance of its public spaces; and

WHEREAS, the City's graffiti nuisance abatement processes and practices contribute to the City's overall beauty; and

WHEREAS, the Council believes that making the abatement notice provisions simpler and more clear will help in the elimination of unsightly graffiti by properly informing owners, occupiers, or controllers of properties where graffiti is located; and

WHEREAS, providing for an appeal of the decision to abate graffiti will allow the subject of the notice a fair forum in which to present potential error; and

WHEREAS, the City's Board of Adjustment panel is the appropriate body to hear such appeals; and

WHEREAS, allowing for the establishment of a special assessment against the nuisance property will allow the City to recover costs where City correction of the abatement is necessary.

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

SECTION 1. Title 5, Chapter 10, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

5-10-3 GRAFFITI REMOVAL REQUIRED.

(A) The existence of graffiti on public or private property is hereby declared to be a public nuisance and persons owning or controlling property having graffiti thereon shall be subject to the removal and abatement provisions specified in this Chapter.

(B) The owner(s), occupant(s), or person(s) in control of the premises upon which graffiti has been applied ~~may promptly~~ shall remove the graffiti within forty-eight (48) hours after notice is given or within forty-eight (48) hours following denial of an appeal pursuant to this Chapter.~~as~~

hereinafter set forth. If, after receipt of such notice, the graffiti nuisance is not abated, the City may proceed to abate the graffiti nuisance in the manner set forth below.

5-10-4 ~~GRAFFITI NOTICE TO REMOVE~~ ABATE NUISANCE.

(A) Whenever graffiti is located on any public or private property or any surface visible from any public rights of way within the City, a ~~Notice~~ notice shall be issued by the City to the owner(s), occupant(s), or person(s) ~~in control~~ of the premises requiring abatement of to abate the nuisance and the removal of the graffiti or the covering of the graffiti cover it with paint or other substance(s) that masking the graffiti from public view.

(B) Said notice shall be served upon the owner(s) of the affected premises, as shown on the last property tax assessment rolls of Bonneville County, Idaho, and upon any known occupant(s) or controller(s) of the premises. Service of ~~the notice~~ notice may be accomplished ~~through~~ by personal service on the owner(s), occupant(s), or person(s) in ~~charge or~~ control of the property, by United States mail, by hand delivery, postage pre paid, or by posting in a conspicuous place upon the premises, or by other delivery method reasonably calculated to give notice to the owner(s), occupant(s), or person(s) in control of the property.

(C) Such notice shall be in writing and shall clearly state that the property ~~has been~~ contains a public nuisance ~~determined to be in violation of this Chapter~~ and that the owner(s), ~~occupant(s), or controller(s) failure to~~ shall remove graffiti within forty-eight (48) hours of receipt of the notice ~~will cause the City to declare the property to be a public nuisance; that the owner(s), occupant(s), or person(s) in control of the property given the notice served may, within forty-eight (48) hours of receipt of the notice, deliver in writing to the Chief of Police~~ City Clerk his or her objections to the removal of the graffiti and request an appeal hearing before a panel comprised of three (3) members of the Board of Adjustment upon payment of a fee for the appeal in an amount established from time to time by the City Council.

5-10-5 ~~CITY ABATEMENT OPTION~~ APPEAL.

(A) Notice and Hearing. Nuisances which remain unabated after notice, may be removed, abated or destroyed by the City or its agents, after the following steps have been taken:

(1) If after delivery of the Notice in accordance with this Chapter, abatement of the nuisance has not occurred and the owner or occupant has not requested a hearing, the City ~~may remove, abate or destroy the nuisance.~~

(2) If the property owner requests a hearing to show cause before the City Council, the hearing shall, if feasible, be placed on the agenda of the next regularly scheduled city council meeting. The decision of the City Council shall be final. If the Council requires abatement of the nuisance, a ten (10) day period shall be given the property owner after the Council decision so that the property owner shall have additional opportunity to abate the nuisance or to pursue any legal remedies or defenses at the district court level.

Upon receipt by the City of intent to appeal and payment of the appeal fee, a person receiving notice to abate shall be heard by the Board of Adjustment panel within twenty (20) calendar days of the filing of the appeal, during which appeal time no action shall be taken by the City regarding the graffiti. At the appeal hearing, the appellant must show, by a preponderance of the evidence, that there is an exception to removal under this Chapter. The decision of the Board of Adjustment panel shall be final. Unless the Board of Adjustment panel finds an exception to removal, abatement of the nuisance shall take place within forty-eight (48) hours following the decision by the Board of Adjustment panel.

(B) 5-10-6 EXCEPTIONS TO REMOVAL.

The removal requirements ~~above~~ in this Chapter shall not apply if the property owner(s), occupant(s), or person(s) in control of the property or their representative ~~or responsible party~~ can demonstrate by a preponderance of the evidence that:

- (1) ~~The property owner or responsible party can show that if~~ If the City removes the graffiti, it will cause irreparable harm to ~~his or her property; or~~
- (2) ~~The property owner or responsible party can show that the alleged graffiti is~~ markings are not actually “graffiti”, as that term is defined in this Chapter.

(C) Right of City to Remove Graffiti:

- (1) Use of Public Funds. The City may use public funds to abate the nuisance.
- (2) Right of Entry on Private Property. If the property owner or occupant fails to remove the graffiti within the time specified by this Chapter, or if the City has requested consent to remove or paint over the graffiti and the property owner or responsible party has refused consent for entry for such removal purposes, the City may enter the property and commence abatement and cost recovery proceedings for the graffiti removal, pursuant to Idaho Code.

5-10-6 PENALTY. It shall be unlawful for any person to violate any provision of this Chapter. In addition to any punishment specified in this Chapter, the Court shall order any violator to make restitution to the victim for damages or loss caused directly or indirectly by the violator's offense in the amount or manner determined by the Court. In the case of a minor, the parents or legal guardian may be ordered to make the restitution.

5-10-7 CITY ABATEMENT

- (A) City is authorized to use public funds to abate a graffiti nuisance.
- (B) If the property owner or occupant or person in control of the property fails to remove the graffiti within forty-eight (48) hours following a final decision regarding the graffiti, the City may enter the property and commence abatement pursuant to Idaho Code.

(C) If the City abates the nuisance, all costs and expenses related to abatement shall be billed and assessed against the property owner and, if unpaid, shall be collectible by any lawful means including, but not limited to, creation of a special assessment collectible against the subject property, pursuant to Idaho Code.

5-10-8 PENALTY.

It shall be unlawful for any person to violate any provision of this Chapter. In addition to any punishment, fine, or penalty specified in this Chapter, a Court may order any violator to make restitution to any victim for damages or loss caused directly or indirectly by the violator's offense in the amount or manner determined by the Court. In the case of a minor, the parents or legal guardian may be ordered to make such restitution.

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 December, 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,
AMENDING TITLE 5, CHAPTER 10 AMENDING THE NOTICE
ABATEMENT PROCESS AND PROVIDING AN APPEAL TO THE BOARD
OF ADJUSTMENT; PROVIDING SEVERABILITY, CODIFICATION,
PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: April 2, 2018

RE: Adoption of New Zoning Ordinance and New Zoning Map, and Adjustments to City Code

For the past two years Planning Division staff, in partnership with Kushlan Associates, the Planning and Zoning Commission, and a steering committee has been working on comprehensive changes to the City's Zoning Ordinance. These changes are intended to more fully implement the City's comprehensive plan and generally modernize zoning regulations. The proposed changes have been presented in three public open houses, through a video series on the City's website and YouTube, and through a public hearing. Some adjustments have been made based on feedback received through this public outreach. The changes to the Zoning Ordinance have required significant rezoning of properties throughout the City. These changes were also shown in the public outreach events.

The Planning and Zoning Commission considered the ordinance and map at its March 6, 2018 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. In the attachments, the new ordinance language, maps, and a list of parcels being rezoned are shown in the exhibits.

Attachments: P&Z Minutes March 6, 2018
 Zoning Ordinance and Exhibits
 Zoning Map Ordinance and Exhibits

2. PROJ 17-002: ZONE ORDINANCE AND ZONE MAP AMENDMENT. Cramer presented the staff report, a part of the record. Cramer walked the Commissioners through the project. Cramer recognized the planning staff and their hard work. Cramer acknowledged the consultant on the project, Diane Kushlan. Cramer explained that they had a steering committee with a mix of individuals who work in an industry related to development, including George Morrison (Planning and Zoning Commission); Dana Briggs (Mayor's office); Tana Barney (Ball Ventures); Clint Boyle (Horrocks Engineering); Mike Hicks (Real Estate); Kirk Karst (Architect); Brent Wilson (Commercial Real Estate).

Cramer stated that they started with an audit and hired Diane Kushlan, then they went through the Code repeatedly and involved other City Departments, as well as the Steering Committee. Cramer stated that they have reviewed the map repeatedly, conducted land use studies to make sure the changes will fit, and they will not create a lot of problems for property owners, by creating non-conforming uses. Cramer stated that they have been on the streets studying how this will work out. Cramer stated they have tried to reach out to the public, including a You Tube Channel, that got some views, a press release was sent out, three outreach/open houses, and added the "Ask a Planner" feature to the website and that feature has been used and that component will stay on the website. Cramer stated that they have done the required notices, including block add in newspaper, and posted 90 signs around town.. Cramer walked through highlights of the code change with slides that showed, current and proposed maps. Cramer stated that one of the biggest changes was in the R-1 Zone to have a minimum and maximum lot size (12,000 sq. ft), Cramer indicated he will be requesting a change to that maximum lot size at the end of the hearing. Cramer continued to go through some of the changes in the Code. Cramer indicated that there are approximately 20,000 different parcel numbers that are changing zones. Cramer stated that most places won't see a huge difference.

Cramer stated that they will continue to discuss this Code and they plan to meet as a staff at least bi-weekly or more as needed, to discuss issues that they missed, or things that don't work, so they would be proposing changes to the Code at least every other month to modify the zoning ordinance and get it right. Cramer stated that they have come up with changes today and are presenting them to the Commission to be considered in the vote. Cramer stated that they are suggesting changing the following:

1. Increase maximum lot size from 12,000 to 13,500 (1/3 acre) for R-1;
2. Strike a line in the exception for 13,500 maximum for cul-de-sacs with wedge shaped lots and the maximum would not apply for those;
3. Change to have an exception for schools, churches, and other conditional uses;
4. Put Drive -through uses back in PB Zone (Maybe only for Banks).

Dixon asked about how they have tended to focus a type of use within a certain zone, like medical uses near the hospital. Cramer stated that in the past they wrote a zone that was specific for medial services, but that is so specialized, so they want to recognize that the professional business zone or the R-3A fits the designation. Cramer stated you can look at the Comprehensive Plan and see that employment center has large numbers of employees and the zones that allow those things will go there. Dixon stated that R&D and warehousing would be similar and how do they prevent the land getting developed into warehousing when it is specifically set up for R&D. Cramer stated that you use the "Use Tables". Cramer stated that they need to look at the tables and make sure that they like how it looks, because otherwise it is

allowed by right once the zone is there. Dixon asked if there were cases that had special zones because of a special reason and those will be lost. Dixon stated that the continuing update of the Code might address the issues as they come up. Dixon asked if this will affect the Area of Impact. Cramer stated that as they did the discussion during Area of Impact they kept the code changes in the back of their minds and made sure that the differences between the zone ordinance changes are not significant enough to worry about. Cramer stated that the zone ordinance is still compatible enough, so they don't have to go to the County to make further changes. Dixon asked if the County will have an opportunity to respond. Cramer stated that he has emailed Steve Serr at various times throughout the process and have not received a response.

Morrison thanked Diane Kushlan for her attendance at the meeting.

Morrison opened the public hearing.

Applicant: City

Opposed:

Lynn Rockhold, 806 10th Street, Idaho Falls, Idaho. Rockhold thanked Staff for their effort in the zone changes. Rockhold thanked Staff for the public meetings. Rockhold stated that many people don't read the paper, she never saw it on the news, or in any internet exchange unless she was trying to find something. Rockhold stated that she did not feel the public meetings were well attended. Rockhold stated that she is not in the traditional neighborhood zone any more, but as she discussed things with Cramer and Staff the wide majority of the zones in Idaho Falls are R-1 and the R-1 single family is important for preserving the neighborhoods. Rockhold stated that the traditional neighborhood zone (Holmes to Yellowstone, and Anderson to 25th Street). Rockhold stated that those are the most historic and traditional places in the City. Rockhold stated that the traditional neighborhoods need to be preserved. Rockhold stated that if you look at the other R-1, other than the TNZ proposal, one of the things that she heard was there is a lot of mixture of uses that aren't R-1 and they weren't zoned appropriately, so there is multi-family and apartments, and commercial. Rockhold stated that outside of the TNZ area, many have apartments, multi-family, commercial. Rockhold stated that TNZ will reduce empty lots or any one that wanted to excavate an old house and start over, they can reduce the lots to 3500 square feet. Rockhold stated that it reduces the setback from 25' to 10', and it also increases the traffic and parking. Rockhold stated that there will be issues with multi-family and annoyances. Rockhold asked why they want to change it to TNZ and asked if it is for tax appropriation. Rockhold suggested a better way to post to the public. Rockhold stated that the internet is not a good source, unless you are out looking for it. Rockhold stated that she has local information that comes through on her phone each day, and maybe they could consider publishing future meetings through that source. Rockhold stated that they need more interaction with the news media, electronic newspaper, etc. Rockhold commends Staff on meeting regularly to look at the issues and modify as needed. Rockhold stated that she feels the need to speak for people that didn't know about the meeting. Rockhold urged the Commission to go in and look at the things that are being changed in the TNZ zone. Rockhold asked if the Commissioners owned a home would they want commercial next door. Rockhold stated that it will change the look and the dynamic of the people, the cars and traffic of everything in the neighborhood. Black asked if Rockhold found the information on the City's website. Rockhold stated that it was the City's site, and it wasn't easy to find.

Support:

Stephanie Rose, 150 11th Street, Idaho Falls, Idaho. Rose indicated she is in favor of the zoning changes, especially the Traditional Neighborhood Zoning. Rose stated that they live in the Traditional Neighborhood Zone. Rose stated that her and her husband re-hab historic properties, and have a house on 12th Street, and are working on 2 on South Ridge currently. Rose stated that they are personally and financially invested. Rose stated that the view that Rockland stated is what a lot of people believe. Rose stated that if they look at the way other communities have done this, it is the exact opposite. Rose stated that the change proposed is key to revitalizing the area. Rose stated that there was death by zoning in the 50's -60's. Rose stated that the business section at 11th and Boulevard used to be a nice place with Don Wilson Drug, and a grocery store on the corner. Rose stated that they could walk to Don Wilson Drug and get a sandwich and a malt. Rose stated that most of those businesses in the area have died out. Rose stated that there was a lot of local foot traffic, and bicycle traffic. Rose stated that when the zone changed the pharmacy was grandfathered and could continue to operate the same, and as soon as those last businesses die out then they are stuck with R-1 zoning and splitting commercial and residential and the neighborhoods weren't built to be split like that, they were built to have little markets and café's. Rose stated that there is ample evidence that the Traditional Neighborhood zone works. Rose stated that she has visited traditional neighborhoods in Spokane and there was an area with a park like Kate Curley, that had a bakery/coffee shop that was in the middle of a residential area. Rose stated that they stopped for lunch and it feels very residential. Rose stated that restaurants like D'Railed on Eastern are used heavily by neighborhoods when they are allowed to come in. Rose stated that there is a building on Park that is sitting and falling apart because it is not being used, and the zoning needs to be changed. Rose stated that there are a lot of young families that want to live in walkable/bikeable neighborhoods, and they don't mind the increased density. Rose stated that the fear of increased density is overblown when you look at what it would take to tear down houses and build denser. Rose stated that the things they did in Spokane to revitalize, included removing parking restrictions and they did a lot of things that the Traditional Neighborhood Zone does, it allows business to come in and co-exist with residential. Rose stated that in the Ridge Avenue area there are some slummy multi-unit apartments that, if the neighborhood revitalizes those will get better and they can keep pushing for some rental regulation. Rose stated that the north end in Boise is a parallel to the Idaho Falls Traditional Neighborhood but 20 years ahead. Rose stated that in Idaho Falls the average price per square foot was \$85/sq. ft. and in Boise it is double. Rose stated that if you look at the older neighborhoods in Idaho Falls, the average price dropped to \$50/sq. ft. which is 60% lower to live in the Historic District Neighborhoods. Rose stated that if you want to live in the north end of Boise, the price goes up by 60% and the price is \$250/sq. ft. Rose stated that it speaks to the desirability of the neighborhood and the things they have done. Rose stated that the traditional neighborhood zone will follow that trend.

Dixon stated that some of the things they don't want to pop up in a middle of a block, like a fuel station, but on the corner, it would be ok. Dixon asked if Rose believed a restriction in that regard might make sense. Rose stated that it is restricted, and the business districts are along certain streets, like along Boulevard and Elm. Rose stated that in Pensacola Florida there was an area like Kate Curley, and on each corner of the park there were four different historic homes and each home was turned into a restaurant or café. Rose stated that situation could happen here if each place got a conditional use permit. Rose stated that no one wants a Common Cents in the

middle of the neighborhood, but along the commercial zone it would be ok. Rose stated that on Eastern and Maple where the R&R Bar is, there is an old bookstore and a laundromat that has now turned into trashy apartments. Rose stated that the buildings have been turned into living quarters because they can't be used for what they were originally intended. Rose stated that D'Railed is a good example of what could happen on the perimeters of the residential areas.

Lynn Rockhold, 806 10th Street, Idaho Falls, Idaho. Rockhold stated that there are other R-1 that have the same sort of thing. Rockhold stated that she understood that the existing places, which are sometimes very worn down and slum like, they will be grandfathered in and they will not be made to come to code. Rockhold stated that there will be a mixture of existing properties that are not up to code. Rockhold stated that Rose paints a pretty picture, but the truth is it will not all be.

Morrison thanked the Planning Commission for their efforts in reviewing the Code and Cramer and Staff's efforts in redoing the Code.

Applicant: City

Cramer directed the Commission to the Codes related to the Traditional Neighborhood that begins on page 35. Cramer showed on the map where commercial will be specifically allowed in the Traditional Neighborhood Zone. Cramer stated that if a business wants to open that is not specifically shown on the map in the commercial district, they can ask to do that, but it is not a use that is allowed by right. Cramer stated that if a pharmacy existed today in a R-1 zone and it closed its door and another pharmacy walked in that is still a grandfathered use and this code won't change that. Cramer stated that if it is a legally established use it can continue. Cramer stated that if the pharmacy closes and a different use wants to walk in, then it would have to upgrade and live by whatever standard is in place on the property.

Morrison closed the public hearing.

Swaney stated that there were good comments and there was a lot of public input. Swaney commended the Community Development Department and the steering committee in developing the change to the Code. Swaney stated that with any change there is an opportunity for the Community Development Department to fulfill its name, to develop the community. Swaney stated that if they never change the code, they never get the development that they want in the community. Swaney stated that there is no perfection in life and there won't be perfection in the Code, but they will keep working towards it. Swaney stated that this is a big step forward, not a step backward. Swaney encouraged the rest of the Commissioners to support the change.

Dixon stated that there is a lot of good things, but the one comment that resonated with him is the lack of publicity, and this comment is not pointed at the planning organization, as they have gone well beyond what is legally required, Dixon indicated he was disappointed that the news institutions haven't picked it up more and publicized it more. Dixon stated that a lot of the community is totally unaware of what is going on here. Dixon stated that Staff has tried, but he is disappointed that it hasn't really been talked about all that much. Dixon stated that a lot of people in the community don't know what zone they are in until it becomes an issue for them. Dixon stated that this is a major change, and it is a step forward. Dixon stated that he feels that a lot of the community could still feel blind sided by it. Dixon stated that they can try to make

some more outreach to the news and let them know it is not a small thing and try to get them to have a few more news articles about the Code before the City Council meeting.

Morrison indicated that there was a representative from the Post Register present at the meeting.

Black stated that she has the same vision as Stephanie Rose and hopes that it will be wonderful for revitalization and will give developers some flexibility. Black stated that she likes that they have gotten rid of some of the zones that are not being used. Black stated that staff worked with developers and builders to see why they weren't using a specific zone. Black stated that if a zone is not being used, it can be taken out and something that can be used put in its place, so it gives the Community more of what they want. Black stated that she believes it will give more flexibility and they can develop some neighborhoods the way they were intended.

Dixon moved to recommend to the Mayor and City Council approval and adoption of the Zoning Ordinance and Zone Map Amended as presented, including the presentation of the suggested modifications, such as the maximum lot size for R-1, Black seconded the motion and it passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, RESCINDING CITY CODE TITLE 10, CHAPTER 3 AND ADOPTING A COMPREHENSIVE ZONING CODE BY THE ADDITION OF TITLE 11 TO CITY CODE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City of Idaho Falls desires to have zoning regulations that are consistent with the Comprehensive Plan and modern development pattern; and

WHEREAS, the current Zoning Ordinance was adopted in August 1964; and

WHEREAS, the Comprehensive Plan and modern development patterns have changed significantly since that time; and

WHEREAS, a zoning code audit conducted by Kushlan Associates showed the Zoning Ordinance has not fully implemented the principles and policies of the Comprehensive Plan; and

WHEREAS, Kushlan Associates, City staff, and a steering committee has reviewed and revised the Zoning Ordinance to implement the principles and policies of the Comprehensive Plan and modern development patterns; and

WHEREAS, City staff has conducted workshops with the Planning and Zoning Commission and City Council to discuss the proposed changes and made necessary revisions; and

WHEREAS, City staff has conducted public outreach to discuss the proposed ordinance with citizens and has incorporated as many of the requested changes as feasible; and

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on February 6, 2018, to consider the new Zoning Ordinance and recommended approval by unanimous vote; and

WHEREAS, the City Council held a duly noticed public hearing on April 12, 2018, to consider the new Zoning Ordinance.

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

SECTION 1. Title 10, Chapter 3, of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded in its entirety and immediately replaced with new City Code Title 11 language as

contained in Exhibit A to this Ordinance and adopted and incorporated in its entirety in this Ordinance, as if it were fully set out herein.

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 April, 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,
RESCINDING CITY CODE TITLE 10, CHAPTER 3 AND ADOPTING A
COMPREHENSIVE ZONING CODE BY THE ADDITION OF TITLE 11 TO
CITY CODE; PROVIDING SEVERABILITY, CODIFICATION,
PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK

Exhibit A

CITY OF IDAHO FALLS MUNICIPAL CODE TITLE 11 COMPREHENSIVE ZONING

CHAPTER 1: GENERAL REGULATIONS

- 11-1-1: Title and Authority
- 11-1-2: Purpose
- 11-1-3: Establishment of Zones
- 11-1-4: Applicability
- 11-1-5: Interpretation
- 11-1-6: Severability
- 11-1-7: Nonconforming Lots of Record
- 11-1-8: Nonconforming Uses and Structures That Contain Nonconforming Uses
- 11-1-9: Nonconforming Structures
- 11-1-10: Nonconforming Site and Landscaping

CHAPTER 2: LAND USE REGULATIONS

- 11-2-1: Purpose
- 11-2-2: General Provisions
- 11-2-3: Allowed Uses in Residential Zones
- 11-2-4: Allowed Uses in Commercial Zones
- 11-2-5: Allowed Uses in Industrial And Special Purpose Zones
- 11-2-6: Standards for Allowed Land Uses

CHAPTER 3: ZONING REGULATIONS

- 11-3-1: General Provisions
- 11-3-2: Provisions that Apply in All Zones
- 11-3-3: Purpose of Residential Zones
- 11-3-4: Standards for Residential Zones
- 11-3-5: Purpose of Commercial Zones
- 11-3-6: Standards for Commercial Zones
- 11-3-7: Purpose of Industrial Zones
- 11-3-8: Standards for Industrial Zones
- 11-3-9: Purpose of Special Purpose Zones
- 11-3-10: Standards for Special Purpose Zones

CHAPTER 4: DESIGN AND DEVELOPMENT REGULATIONS

- 11-4-1: Purpose
- 11-4-2: Applicability
- 11-4-3: Flood Channels and Water Courses
- 11-4-4: Landscaping and Buffers

- 11-4-5: Off Street Parking and Loading
- 11-4-6: Sewage Disposal
- 11-4-7: Streets and Access
- 11-4-8: Structures and Buildings

CHAPTER 5: OVERLAY ZONES REGULATIONS

- 11-5-1: PT Planned Transition Zone
- 11-5-2: Wireless Communications Towers and Antennas

CHAPTER 6: ADMINISTRATION

- 11-6-1: Purpose
- 11-6-2: Duties and Authorities
- 11-6-3: Application Procedures
- 11-6-4: Decision-Making Procedures
- 11-6-5: Decision-Making Criteria
- 11-6-6: Required Improvements
- 11-6-7: Enforcement

CHAPTER 7: APPENDICES

- 11-7-1: Definitions
- 11-7-2: Subdivisions in the RP and RP-A Zones Subject to Special Set-Back Provisions

CHAPTER 1 GENERAL REGULATIONS

SECTION:

- 11-1-1: Title and Authority
- 11-1-2: Purpose
- 11-1-3: Applicability
- 11-1-4: Interpretation
- 11-1-5: Severability
- 11-1-6: Non-Conforming Lots of Record
- 11-1-7: Non-Conforming Uses and Structures That Contain Non-Conforming Uses
- 11-1-8: Non-Conforming Structures
- 11-1-9: Non-Conforming Site and Landscaping

11-1-1: TITLE AND AUTHORITY.

This Title 11 shall constitute the official Zoning Code of the City of Idaho Falls, Idaho. This Zoning Code is adopted pursuant to the Idaho Local Land Use Planning Act, Title 67, Chapter 65, of the Idaho Code.

11-1-2: PURPOSE.

The purpose of this Zoning Code is to promote the health, safety, peace, convenience and general welfare of the inhabitants of the City by implementing the goals and policies of the City's Comprehensive Plan.

11-1-3: ESTABLISHMENT OF ZONES.

Table 11-1-1: Established Zones

Zone Type	Zone Abbreviation	Zone Name
Low Density Residential	RE	Residential Estate
	RP	Residential Park
	R1	Single Dwelling Residential
Medium Density Residential	R2	Mixed Residential
	TN	Traditional Neighborhood
	RMH	Residential Mobile Home
High Density Residential	R3	Multiple Dwelling Residential
	R3A	Residential Mixed Use
Commercial	PB	Professional Business Office
	CC	Central Commercial
	LC	Limited Commercial
	HC	Highway Commercial
Industrial	LM	Light Manufacturing and Heavy Commercial
	I&M	Industrial and Manufacturing
Special Purpose	R&D	Research and Development
	P	Parks and Open Space

11-1-4: APPLICABILITY.

The regulations in this Zoning Code shall apply and govern development and the use of all properties within the corporate limits of the City, in areas outside of City limits for which annexation has been requested; or as otherwise permitted through written agreement(s) with Bonneville County, or by Idaho Code.

- (A) No person or public agency shall construct, alter, move, or change the use of a structure or undertake any development unless:
 - (1) The proposed use, structure, or division of property complies with this Zoning Code; and
 - (2) Any required approval is first obtained, as provided by this Zoning Code, and any applicable conditions of such approval are met.
- (B) Nothing in this Zoning Code shall eliminate the need for obtaining any other permit(s) required by this Code, other political subdivisions or agencies of the State of Idaho including, but not limited to, building permits, plumbing, electrical, or mechanical permits.
- (C) This Zoning Code is not intended to impair or interfere with other more restrictive regulations or private restrictions on the use of land improvements and structures.
- (D) The provisions of this Zoning Code shall be in addition to, and shall not be deemed to repeal, abrogate, or impair any other ordinance, regulation, easement, covenant, or deed restriction.
- (E) Where this Zoning Code imposes greater restrictions than that imposed by other law, this Zoning Ordinance shall prevail.
- (F) All properties in the City corporate limits shall comply with the regulations of this Zoning Code, unless otherwise preempted by federal statute or local law.
- (G) The prosecution of violations that occurred under previous land use regulations and that remain a violation under this Zoning Code shall continue until resolved.
- (H) Applications pending as of the effective date of this Zoning Code, **(insert date of adoption)**.
 - (1) Project with pending application: All applications shall be processed according to the regulations and requirements in effect as of the date staff accepted the application.
 - (2) Approved project with pending request for a time extension: Time extension requests shall be consistent with the requirements that are in effect when the original application was approved.
 - (3) Approved projects not yet completed. Any approved application may still be completed as, set out by the approval.

11-1-5: INTERPRETATION.

- (A) Language.
 - (1) Terminology. When used in this Zoning Code, all words used in the present tense shall include the future; words used in the singular number shall include the plural number and vice versa, unless the natural construction of the sentence indicates otherwise. The word "shall" is mandatory, and the word "may" is permissive. The masculine shall include the feminine.
 - (2) Number Of Days. Whenever a number of days is specified in this Zoning Code, or in any permit, condition of approval, or notice issued or given as provided in this Zoning Code, the number

of days shall be construed as calendar days, except that such time limits shall extend to the following working day when the last of the specific number of days falls on a weekend or City holiday.

(3) Minimum Requirements.

- (a) When interpreting and applying the regulations of this Zoning Code, all regulations shall be considered to be minimum requirements, unless stated otherwise.
- (b) Proposed uses shall comply with all applicable regulations and standards unless specifically exempt elsewhere in this Zoning Code.

(4) Define Terms.

- (a) Terms defined in the Appendix of this Zoning Code shall have their defined meaning when used elsewhere in this Zoning Code.
 - (b) Where terms are used that are not defined the term shall have the ordinary accepted meaning within the context with which the term is used.
- (5) Section Headings. Section headings or captions are for reference purposes only and shall not be used in the interpretation of this Zoning Code.
- (6) References. All references to state or federal laws and/or regulations shall include such laws and/or regulations as they may be amended over time.

(B) Measurements.

- (1) Building height shall be measured from the grade to the top of the building walls as defined by this Code.
- (2) Linear distance shall be measured in a horizontal line; it shall not be measured along an inclined surface or line.

11-1-6: SEVERABILITY.

Each section, clause, and provision of this Zoning Code is declared severable. If a Court of competent jurisdiction declares that any section, clause, or provision of this Zoning Code is invalid, the same shall not affect the validity of the remainder of this Zoning Code as a whole, or any other part of this Zoning Code, or the application of the provisions to other persons or circumstances, and the remainder shall continue in full force and effect.

11-1-7: NONCONFORMING LOTS OF RECORD.

- (A) For a lot of record created prior to (Insert Date) and that does not meet the minimum lot size or width required by this Zoning Code, structures for single unit dwellings may be built, expanded, reconstructed, occupied or used. Such structures and uses shall meet all other applicable requirements of this Zoning Code.
- (B) For two (2) or more lots, combinations, or portions of lots with continuous frontage in single ownership created prior to August 20, 1964, and do not meet the requirements for minimum lot size or width required by this Zoning Code, the lands involved shall be treated as an undivided parcel.

- (1) No portion of such a parcel shall be used which does not meet lot size or width requirements established by this title.
- (2) No division of such a parcel shall be made which leaves remaining any lot size or width below the requirements established by this title.

11-1-8: NONCONFORMING USES AND STRUCTURES THAT CONTAIN NON-CONFORMING USES.

- (A) It is the intent of this Zoning Code to prohibit the addition or enlargement of non-conforming uses.
- (B) A nonconforming use and a structure containing a nonconforming use only may be maintained and continued to the same extent as it legally existed prior to the adoption of this Zoning Code (add date of ZC adoption), subject to the following provisions:
 - (1) Repairs may be made to a structure occupied by a nonconforming use provided that such repairs shall not have the effect of increasing the floor space devoted to the non-conforming use, capacity or volume of business.
 - (2) Land area of any nonconforming use shall not be increased.
 - (3) The floor area of a structure occupied by a nonconforming use shall not be increased, except to overcome unsafe or unsanitary conditions when required by the Building Official
 - (4) Where a structure occupied by a nonconforming use is damaged or destroyed by fire flood wind, earthquake, or other calamity or act of God or public enemy, it may be restored and the previous occupancy resumed provided that:
 - (a) The structure was occupied at the time of such damage or destruction.
 - (b) Restoration is started within a period of one (1) year from the date of destruction and restoration is diligently pursued to completion.
 - (c) The restoration does not increase the floor space devoted to the non-conforming use beyond that which existed at the time the use became nonconforming.
 - (5) If a nonconforming use has ceased for a continuous period of five (5) years or has been replaced with a conforming use, the nonconforming use shall be deemed abandoned and shall not be reestablished.
 - (6) A nonconforming use shall not be changed to another nonconforming use. Any change of nonconforming use shall be to a conforming use.

11-1-9: NONCONFORMING STRUCTURES.

- (A) It is the intent of this Zoning Code to prohibit the addition or enlargement of non-conforming structures.
- (B) Nonconforming structures may continue to be occupied, enlarged, repaired or modified only as follows:
 - (1) Any additions or modification to the structure shall conform to the requirements of this Zoning Code.
 - (2) Ordinary repair work may be done including repair or replacement of non-load bearing walls, fixtures wiring or plumbing so long as such repair work does not change or increase the intensity of nonconformity.

- (3) Any structural alteration that will reduce the degree of nonconformity is permitted, subject to all other applicable requirements of this Zoning Code.
- (4) Any nonconforming structure or portion of a nonconforming structure declared unsafe by the Building Official may be made safe or restored to safe conditions.
- (C) A nonconforming structure that is damaged or destroyed by fire flood wind, earthquake, or other calamity or act of God or public enemy, may be restored and the previous occupancy resumed provided that:
 - (1) Restoration is started within a period of one (1) year from the date of destruction and the restoration is diligently pursued to completion.
 - (2) The restoration does not increase the extent of the nonconformity beyond that which existed at the time the structure became nonconforming.

11-1-10: NONCONFORMING SITE AND LANDSCAPING.

- (A) Any use which is nonconforming because of the regulations contained in this Code may be continued in the same manner as if the landscaping were conforming.
 - (1) This allowance applies only to those uses as they existed on the effective date of this Code and that were nonconforming only as to the regulations relating to landscaping.
- (B) An increase in the intensity of a land use with nonconforming landscaping shall comply with the landscaping requirements of this section to the extent possible as determined by the Zoning Administrator, but in no case, shall the landscaping be reduced unless suitable substituted landscaping is provided which complies with the provisions of this section.

CHAPTER 2

LAND USE REGULATIONS

SECTIONS:

- 11-2-1: Purpose
- 11-2-2: General Provisions
- 11-2-3: Allowed Uses in Residential Zones
- 11-2-4: Allowed Uses in Mixed Use and Commercial Zones
- 11-2-5: Allowed Uses in Industrial and Special Purpose Zones
- 11-2-6: Standards for Allowed Land Uses

11-2-1: PURPOSE.

The provisions of this Chapter identify the allowed land uses in each zone and the specific standards for development of certain allowed land uses, including permitted and conditional uses.

11-2-2: GENERAL PROVISIONS.

- (A) Tables of Allowed Land Uses. In the tables of allowed land uses that are set forth in this Chapter, allowed land uses are listed as permitted (P), conditional (C), or prohibited (blank) uses for each zone.
- (1) If a proposed use of property is not listed in the tables, the use shall be prohibited, unless the Zoning Administrator specifically determines that the proposed use is equivalent to a permitted or conditional use. Should the use be determined equivalent to a use that requires a conditional use permit, the application shall follow the procedures set forth for conditional use permits. In making the determination, the Zoning Administrator shall consider each of the following:
 - (a) The impacts on public services and activities associated with the proposed use are substantially similar to those of one or more of the allowed uses listed in the applicable base zone;
 - (b) The proposed use shall not involve a more intense level of activity or greater density than one or more of the allowed uses listed in the applicable base zones;
 - (c) The proposed use is consistent with the purpose of the base zone in which the use is proposed to be located; and
 - (d) The proposed use is in substantial conformance with goals and objectives of the Comprehensive Plan.
 - (2) Uses that are listed followed by an asterisk (*) are subject to the specific use provisions set forth in the Standards for Allowed Land Uses Section, of this Chapter.
 - (3) The Zoning Administrator shall determine the most appropriate category for mixed uses or uses that fall into more than one (1) category of land use classifications. Allowed use shall be permitted based on the more restrictive applicable standards.

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C = conditional use. A blank denotes a use that is not allowed in that zone.								
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P			P
Artist Studio					P			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C	P	P		P	P
Day Care, Group*	C		C	P	P	C	P	P
Day Care, Home	C		C	P	P	C	P	P
Dwelling, accessory unit*	P			P	P		P	P
Dwelling, multi-unit*				P*	P		P	P
Dwelling, single unit attached*			P	P	P	P	P	P
Dwelling, single unit detached	P	P	P	P	P	P	P	P
Dwelling, two unit				P	P		P	P
Eating establishment, limited					P			P
Financial Institutions					P			
Food Processing, small scale					P			
Food Store					P			
Fuel Station					P			
Health Care and Social Services					P			P
Home Occupation*	C		C	C	C	C	C	C
Information Technology								P
Laundry and Dry Cleaning					P			P
Live-Work*					C			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C		C
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P			P
Planned Unit Development*	C	C	C	C		C	C	C
Professional Service								P
Public Service Facility*	C	C	C	C	C	C	C	C
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C		

Proposed Land Use	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C	C	C	C	C	C	C	C
Residential Care Facility							P	P
Retail					P			C
School*	C	C	C	C	C	C	C	C
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. C = conditional use. A blank denotes a use that is not allowed in that zone.				
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.				
	Commercial			
Proposed Land Use	PB	CC	LC	HC
Accessory use*	P	P	P	P
Amusement Center, Indoor		P	P	P
Amusement Center, Indoor Shooting Range*		P	P	P
Amusement Center, Outdoor*				P
Animal Care Clinic*	P	P	P	P
Animal Care Facility*				P
Bed and Breakfast*		P	P	
Boarding /Rooming House		P	P	
Building Material, Garden and Farm Supplies			P	P
Cemetery*		C	C	C
Club*		P	P	P
Communication Facility		P	P	P
Day Care, all Types*	P	P	P	P
Drinking establishment		P		P
Drive-through Establishment *	P	P	P	P
Dwelling, accessory unit *		P	P	P
Dwelling, multi-unit*		P	P	
Dwelling, two unit				
Eating establishment		P	P	
Eating Establishment, limited	P	P	P	P
Financial Institutions	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P
Equipment Sales, Rental and Services			P	P
Food Processing, small scale				P
Food store		P	P	P
Health Care and Social Services	P	P	P	P
Higher Education Center		P	P	P

Proposed Land Use	PB	CC	LC	HC
Home Occupation*	P	P	P	P
Hospital*	C	C	C	C
Industry, craftsman	P	P	P	P
Industry, light		P	P	P
Information Technology	P	P	P	P
Laundry and Dry Cleaning		P		
Live-Work*	C	P	P	P
Lodging Facility		P	P	P
Mortuary				P
Park, and recreation facility*	P	P	P	P
Parking Facility		P	P	P
Pawn Shop		P		
Personal Service	P	P	P	P
Professional Service	P	P	P	P
Planned Unit Development*		P	P	
Public Service Facility*	C	C	C	C
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Recreation Vehicle Park*				P
Religious Institution*		P	P	P
Residential Care Facility	P	P	P	P
Retail		P	P	P
School*		P	P	P
Short Term Rental*		P	P	
Fuel Station		C	C	C
Fuel Station, Super		P	P	P
Storage Facility, self-service				P
Storage Yard*				P
Transit Station		P	P	P
Vehicle and Equipment Sales			P	P
Vehicle Body Shop				P
Vehicle Repair and Service		P	P	P
Vehicle Sales, Rental and Service		P		P

11-2-5: ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

Table 11-2-3: Allowed Uses in Industrial Zones

P = permitted use. C = conditional use. A blank denotes a use that is not allowed in that zone.				
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.				
	Industrial		Special Purpose	
Proposed Land Use	LM	I&M	R&D	P
Accessory Use, Day Care*	P		P	
Accessory use, Fuel Station*	P	P	P	
Accessory use, Wholesale	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Accessory Use	P	P	P	
Airport	P			
Agriculture*	C	P		C
Agriculture Tourism	C	P		C
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		C
Adult Business*		P		
Animal Care Clinic*	P	P		
Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		C		
Building Contactor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				C
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	C	P		
Day Care*	P	P	P	
Drinking Establishment	P	P		
Drive-through establishment*	P	P		
Dwelling, accessory unit*	P	P		
Eating establishment	P	P		
Eating Establishment, limited	P	P	P	
Equipment assembly and sales	P	P		
Financial Institution	P	P	P	
Food Processing, small scale processing with or without sales	P	P		
Food Products, Processing, with or without retail sales		P		
Food store	P	P		
Fuel Station, Super	P	P		

Proposed Land Use	LM	I&M	R&D	P
Health Care and Social Services			P	
Higher Education Facilities	P		P	
Hospital*	C	C	C	
Industry, Craftsman	P	P		
Industry, Heavy	P	P		
Industry, Light	P	P		
Information Technology	P	P	P	
Laundry and Dry Cleaning	P	P		
Lodging Facility	P		C	
Medical Support Facilities	P		P	
Parking Facility	P	P	P	
Park and Recreation Facility*				P
Pawn Shop	P	P		
Personnel Service	P	P		
Professional Service	P	P	P	
Public Service Facility*	P	P	C	C
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Railroad Freight Terminal and Station		P		
Recreational Vehicle Park*				C
Research and Development Business	P	P	P	
Retail	P	P		
Storage Facility, self-service	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle and Equipment Sales	P	P		
Vehicle Body Shop	P	P		
Vehicle Sales	P	P		
Warehouse, Wholesale	P	P		
Warehouse, Wholesale with flammabl materials	P	P		

11-2-6: STANDARDS FOR ALLOWED LAND USES.

- (A) Accessory Use, Fuel Station**
- (B) Accessory Use, Storage Yard**
- (C) Adult Business**
- (D) Agriculture**
- (E) Amusement Center, Indoor Shooting Range**
- (F) Amusement Center, Outdoor**
- (G) Animal Care Clinic**
- (H) Animal Care Facility**
- (I) Bed and Breakfast**
- (J) Cemetery**
- (K) Club, and Religious Institution**
- (L) Day Care, Center and Day Care, Group**
- (M) Drive-through Establishment**
- (N) Dwelling, Accessory Unit**
- (O) Dwelling, Multi-Unit**
- (P) Dwelling, Single Unit Attached**
- (Q) Hazards and Nuisances**
- (R) Home Occupations**
- (S) Hospital**
- (T) Live-Work**
- (U) Manufactured Home outside a Manufactured Home Community**
- (V) Mobile Home Park**
- (W) Planned Unit Development**
- (X) Public Service Facility**
- (Y) Recreation Vehicle Park**
- (Z) Short Term Rental**
- (AA) Storage Yards**
- (BB) Temporary Construction**
- (CC) Temporary Land Use**

- (A) Accessory Use, Fuel Station. Accessory Use, Fuel Stations shall not occupy more than twenty-five percent (25%) of the property.
- (B) Accessory Use, Storage Yard . Accessory Use, Storage Yards shall meet the requirements for screening as set forth in Section 11-4-4.
- (C) Adult Business. Adult Businesses shall meet the requirements of the Adult Business Chapter of the City Code.
- (D) Agriculture Uses. Agriculture uses, including animal husbandry, shall be limited for the purpose of providing family food and for the use of those residing on the premises, but not for commercial purposes. No more than one (1) cow, pig, goat, sheep, llama, or horse and their dependent young shall be kept for each twenty thousand square feet (20,000 ft²) of lot area. For poultry, refer to Animal Control.
- (E) Amusement Center, Indoor Shooting Range.
 - (1) The plans for the indoor shooting range shall meet the design criteria outlined in Indoor Shooting Range Design Criteria, August, 2013 file in the Building Division.

- (2) The site of the proposed indoor shooting range shall be at least six hundred feet (600') from the nearest dwelling, unless such dwelling is a custodial or caretaker dwelling, and from any school or religious institution.
 - (3) Activities on the site of the proposed indoor shooting range shall not exceed sixty-five decibels (65 dBAs), when measured at the property line.
 - (4) The range shall be located so as to have frontage on an arterial or collector street, as designated in the Access Management Plan.
- (F) Amusement Center, Outdoor.
- (1) All outdoor activity areas shall maintain a minimum setback of fifty feet (50') from all contiguous residential zones and uses.
 - (2) Any outdoor speaker system associated with the amusement center shall not exceed a noise measurement of sixty-five decibels (65 dBAs), when measured at the property line.
 - (3) All outdoor activities and events shall be scheduled to conclude by 10:00 p.m. Any outdoor illumination shall be terminated no later than one (1) hour after the conclusion of an event.
- (G) Animal Care Clinic.
- (1) Clinics are limited to the care of animals that weigh less than two hundred pounds (200lbs) each.
 - (2) Clinics shall be designed and constructed so that sound emitted through exterior walls or roofs shall not exceed sixty-five decibels (65 dBAs), when measured at the property line.
 - (3) Clinics shall be designed and constructed so objectionable odors are not emitted from the clinic.
 - (4) All activities associated with the use shall be within a completely enclosed building.
 - (5) There shall be no boarding or grooming of animals except as a use incidental to medical or surgical treatment.
- (H) Animal Care Facility.
- (1) The facility shall be maintained with adequate housekeeping practices designed to prevent the creation of a nuisance and to reduce to a minimum the factors of noise and odor.
 - (2) When an Animal Care Facility is contiguous to a residential zone or use it shall be designed and constructed so that sound emitted through exterior walls or roofs shall not exceed sixty-five decibels (65 dBAs), when measured at the property line.
 - (3) Temporary boarding of animals shall be allowed for a maximum of thirty (30) days.
 - (4) The operator shall have a continuing obligation to comply with all City, county and state regulations relative to such an operation.
- (I) Bed and Breakfast.
- (1) The use shall be owner-occupied by a person with a fifty percent (50%) or greater ownership interest in the bed and breakfast.
 - (2) Not more than twenty (20) occupants (including, the owner, the owner's household, and any resident or nonresident employees) shall be permitted to occupy the facility at any one time (daytime, evening, or night) or limited to five (5) guest rooms.
 - (3) The maximum stay shall be two (2) weeks for any guest.
 - (4) Breakfast served on the premises shall only be for guests and employees of the facility. No

other meals shall be provided on the premises. Guestrooms shall not be equipped with cooking facilities.

(J) Cemetery.

- (1) Proof of compliance with Idaho Code on the development and maintenance of cemeteries shall be required prior to issuance of a conditional use permit.
- (2) In review of the conditional use permit, the Planning and Zoning Commission shall consider the following:
 - (a) The site shall be of sufficient size and designed to allow for assembly of funeral processions and provide for adequate parking, loading and landscaping; and

(K) Club and Religious Institution.

- (1) Where such uses are located in or contiguous to a residential zone, all buildings (except accessory buildings) shall be located not less than twenty feet (20') from any side or rear lot line adjoining such residential zone.
- (2) If such uses are located in a zone which does not permit commercial uses, there shall be no external evidence of any commercial activity including, but not limited to, outdoor display of goods, signage or other forms of advertising.
- (3) Any retail sales on the premises shall be for members or guests only and shall be carried on as an activity which is minor and incidental to the major function of the club or religious institution.

(L) Day Care, Center and Day Care, Group.

- (1) On-site vehicle pickup, parking and turnaround areas shall be provided to ensure safe discharge and pickup of clients.
- (2) For day care centers and group day care facilities located in a residential zone or contiguous to a residential use, the hours of operation shall be limited to 6:00 a.m. to 8:00 p.m.
- (3) Additional standards for day care facilities.
 - (a) All outdoor play areas shall be completely enclosed by minimum six foot (6') fence to secure against exit/entry by children and to screen abutting properties.
 - (b) Outdoor play equipment over six feet (6') high, shall not be in a front yard or within any required side yard that faces a street.
 - (c) Outdoor play areas in residential zones adjacent to an existing residence shall not be used after dusk.
- (4) Day-care centers shall have a lot area of at least eight thousand square feet (8,000 ft²).

(M) Drive-through Establishment.

- (1) When a drive-through lane is located within one hundred and fifty feet (150') of a residential use a buffer shall be required which reduces noise on contiguous property to be no greater than sixty-five decibels (65 dBAs), when measured at the property line.
- (2) To the extent practical, speakers for menu ordering boards shall not be oriented towards contiguous residential uses.
- (3) An eight foot (8') fence or equivalent landscaping shall be provided where a vehicle stacking lane, menu ordering boards or drive-through window location is contiguous to a residential zone or use.

- (4) Night lighting on the site shall be directed away from other properties.
- (5) Safe pedestrian and vehicle access and circulation on the site and between contiguous properties shall be demonstrated as follows:
 - (a) Access by the pedestrian customer shall be provided contiguous to the public right-of-way; and
 - (b) Vehicle stacking lanes shall have sufficient capacity to prevent obstruction of the public right-of-way by patrons. The stacking lane shall be a separate lane from the circulation lanes needed for access and parking.

(N) Dwelling, Accessory Unit.

- (1) The accessory dwelling unit may be configured as follows:
 - (a) As an integral portion of a principal dwelling unit on any floor or basement; or
 - (b) As an attached structure to the principal dwelling unit; or
 - (c) As a separate structure; or
 - (d) As an integral portion of any floor of a structure in an Industrial or Commercial Zone.
- (2) The accessory dwelling unit shall comply with the following dimensional and design requirements:
 - (a) The maximum footprint of an attached or separate structure that contains an accessory dwelling plus the area of required parking for the accessory dwelling shall not be larger than ten percent (10%) of the lot area.
 - (b) The maximum size of the accessory dwelling is seven hundred and fifty (750) sq. ft., and not more than one (1) bedroom.
 - (b) The structure that contains an accessory dwelling shall meet all required dimensional standards for the zone
 - (c) The accessory dwelling structure shall be well-matched in height, bulk, and site location with the adjoining neighborhood.
 - (d) As an attached structure the accessory dwelling unit shall be designed together with the principal dwelling in such a way as to resemble that of a single-unit dwelling.
 - (e) As an attached or separate structure the accessory dwelling unit shall be designed with the same architectural design, style and appearance of the principal dwelling unit.
 - (f) If included as part of the primary structure, only one (1) entrance to the primary structure may be located on the front building elevation except for structures where multiple entrances already exist. If multiple entrances exist then the accessory dwelling may utilize an existing entrance on the front building elevation.
 - (g) The accessory dwelling unit shall have a separate entrance from the primary dwelling, meet the building code requirements for a separate unit, and be functionally separate from the primary dwelling.
- (3) One (1) parking space shall be required for the accessory dwelling in addition to the existing minimum parking requirement for the principal dwelling unit. A driveway apron may be used for this requirement. Conversion of a garage into an accessory unit is not permitted unless required parking can be provided on the lot.

- (4) The property owner shall occupy either the principal dwelling unit or the accessory dwelling unit as their primary residence. This requirement shall be enforced through recordation of a deed restriction with the Bonneville County Recorder.
 - (5) Only one (1) accessory dwelling unit shall be permitted on a lot of a principal dwelling unit.
 - (6) The accessory dwelling unit shall not be sold separately or converted to any form of legal ownership different from the principal dwelling unit.
- (O) Dwelling, Multi-Unit.
- (1) In the R2 Zone, no more than four (4) dwelling units shall be constructed within a single structure.
- (P) Dwelling, Single Unit Attached.
- (1) Every lot upon which a single-unit home attached dwelling is located shall have frontage upon a dedicated public street.
 - (2) No single-unit attached dwelling shall be located above another dwelling unit, either in whole or part.
 - (3) Each single-unit attached dwelling shall have at least one (1) direct pedestrian access from the interior of the dwelling to the exterior boundaries of the lot. No pedestrian access to an attached single-unit dwelling unit may be held in common with any other single-unit dwelling unit.
 - (4) Except as noted below, a single-unit attached dwelling shall have no facilities or property in common with any other single-unit attached dwelling and all such dwelling units shall be structurally and functionally independent from another. All single-unit attached dwellings shall have separate electrical service, water service lines and sanitary sewer service lines from all other of such dwellings. Common facilities or property are allowed for the following:
 - (a) Common party walls constructed in accordance with the International Building Code.
 - (b) Foundations supporting attached or party walls.
 - (c) Flashing at the termination of the roof covering any attached walls.
 - (d) Roofs.
 - (e) Vehicular access to a dedicated street from off-street parking facilities or garages.
 - (5) No building permit shall be issued for the construction of a single-unit attached dwelling unless a common facilities agreement or party wall agreement for Declaration of Condominium has been filed with the Bonneville County Recorder's Office for each such dwelling which shares common facilities with another unit. Such agreement shall include a legal description of the lots sharing common facilities and shall allocate responsibility between the owners of such lots the use, maintenance, and ownership of all common facilities.
 - (6) All single-unit attached dwellings shall meet the dwelling unit separation requirements of the official adopted and applicable building codes of Idaho Falls.
 - (7) A lot upon which a single-unit attached dwelling is located need not comply with the zone's minimum area and width requirements, provided such lot complies with the zone's location of buildings and the minimum side yard requirements of the zone's special provisions for single-unit attached dwellings.
 - (8) The net density of single-unit attached dwellings shall not exceed the density allowed in the zone where it is located. Public rights-of-way shall be excluded when calculating net density.

- (Q) Hazards and Nuisances. No use shall create a hazard or nuisance for neighboring properties or on or along public streets. Such hazards and/or nuisances may include but are not limited to:
- (1) Excessive noise as measured at the property line on the contiguous residential property shall not exceed a noise measurement of sixty-five decibels (65 dBAs), when measured at the property line.
 - (2) Electrical interference that adversely affects other uses.
 - (3) Odors, dust, or other air pollutants which are injurious to human health, or offensive to the senses, or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property;
 - (4) Improperly stored or handled solid waste.
 - (5) The storage or handling of radioactive toxic, or hazardous materials or waste, explosives or flammable materials.
 - (6) Unfavorable soils, geological hazards, or other site conditions that pose a threat to the health or safety of neighborhood or the environment.
- (R) Home Occupations.
- (1) The following activities do not require a home occupation:
 - (a) Artists, sculptors, craft work, such as jewelry-making and pottery, and composers who do not sell product to the public on the premises; and
 - (b) Home office with no client visits to the home permitted; and
 - (c) Telephone answering and message services; and
 - (d) Private instruction (including tutoring or artistic instruction such as music, dance, art, etc.) where not more than one (1) student is on the premises for lessons at any given time.
 - (2) A home occupation shall be conducted entirely within a residential dwelling or accessory structure.
 - (3) No employment of on-premise help other than the residents of the dwelling shall be allowed.
 - (4) No more than twenty percent (20%) floor space of the area of the dwelling shall be used in the home occupation.
 - (5) No outdoor storage of any materials or supplies and no overnight on-site parking of any commercial or business vehicle of greater than eight thousand (8,000) lbs. gross vehicle weight shall be allowed.
 - (6) Advertising shall be limited to one eighteen inch by twenty-four inch (18" x 24") non-illuminated sign posted on the exterior of the home or in a front window. Yard signs are not permitted.
 - (7) The appearance of the building shall not be altered and the occupation shall not be conducted in any manner that causes the premises to deviate from its residential character, either by color, materials or construction, lighting, signs, sound or noise vibrations, traffic generation and parking requirements.
 - (8) The use of utilities or community facilities shall not exceed that generally used for residential purposes.
 - (9) No home occupation shall generate the need for off-street parking or loading areas that are more extensive than those normally provided for a residence. Nor shall any home occupation create a

consistently negative impact upon on-street parking in its neighborhood.

(10) Prior to issuance of a home occupation, the applicant shall sign a statement verifying:

- (a) All requirements and conditions for approval of the home occupation is met; and
- (b) If any of the requirements or conditions are violated by the applicant, approval shall become null and void, immediately and without further process due.

(11) The following uses are not permitted as home occupations in residential zones:

- (a) Medical/dental office
- (b) Motor vehicle and engine repair and body shops;
- (c) Medical facilities for animals, including animal care or boarding facilities;
- (d) Dispatch centers, where employees come to the site and are dispatched to other locations;
- (e) Machine shop/metal working;
- (f) On-site retail sales;
- (g) Commercial food preparation, not including catering;
- (h) Contractors shops;
- (i) Mortuaries;
- (j) Body piercing and/or painting, tattoo; and
- (k) Any business that requires storage or manufacturing of toxic or hazardous materials, as a significant part of its business, including ammunition or gunpowder.

(S) Hospital.

- (1) A hospital shall not be located within one thousand feet (1,000') of the following existing, allowed, or permitted uses: explosive manufacturing or storage, flammable substance storage, foundry, freight and truck terminal, manufacture or processing of hazardous chemicals, power plant, food product storage and processing plant.
- (2) If the hospital provides emergency care, the location shall have access within six hundred feet (600') to an arterial street.
- (3) Accessory retail uses (including, but not limited to, retail shops, food or beverage service, and personal service shops), may be allowed if designed only to serve patrons of the hospital and their visitors.

(T) Live-Work.

- (1) Work Space Requirements. The minimum interior floor area of a working space shall be two hundred and fifty square feet (250 ft²).
- (2) Living Space Requirements.
 - (a) The living space may be within the same edifice and share some of the same space as the work space; or attached to the building where the workspace is located; or detached but on the same property as the workspace; and
 - (b) The living space shall be a minimum of two hundred and twenty square feet (220 ft²).

- (c) The living space shall include a bedroom, closet, bathroom, and kitchen. The bedroom shall be for the exclusive use of the living space. All other spaces may be shared with the work space.
- (3) Combined Work-Live Space Requirements.
 - (a) The minimum interior floor area or the combined work-live space shall be five hundred square feet (500 ft²).
 - (b) The combined work-live space shall provide fire protection as required for a combined occupancy per the International Fire Code.
 - (c) Combined work-live spaces of over two thousand square feet (2,000 ft²) shall have two (2) exits, as required by the International Fire Code.
- (4) Work space activities involving the use of hazardous materials or operations shall not be allowed in a combined work-live space without separation required under the International Fire Code.
- (5) Multiple Work-Live Space Requirements.
 - (a) Multiple work-live spaces, either attached or detached, may be located on any lot subject to the other provisions of City Code.
 - (b) Each work-live space shall have a clearly defined separate access from other work-live units.
- (U) Manufactured Home that is not Within an Established a Manufactured Home Park.
 - (1) The manufactured home shall conform to all requirements of a single-unit dwelling, including but not limited to required setbacks, minimum lot size, maximum lot coverage, parking.
- (V) Mobile Home Park.
 - (1) An aggregate area of at least one hundred square feet (100 ft²) for each mobile home space contained within the mobile home park shall be provided for the storage of renter's items that cannot be stored within the park's mobile homes. Storage space shall be enclosed within a sight obstructing fence or screening of not less than six feet (6') and not more than eight feet (8') in height.
 - (2) The principle entrance to each mobile home in the park shall be no closer than one hundred feet (100') from any other mobile home and not, closer than seventy feet (70') to the corner of any intersection or private street. All mobile home parks shall have at least two (2) entrances and more may be required depending on the size of development.
 - (3) Access shall be provided to each individual mobile home space by means of an access way reserved for maneuvering mobile homes into position. This access shall be kept free from trees, shrubs and other immovable obstructions. Paving of the access way shall be required. Use of planks, steel mats, etc., during placement of a mobile home shall be allowed so long as the same are removed immediately after such placement.
 - (4) Off-Street parking shall be provided at the rate of two (2) parking spaces per individual mobile home space contained within the mobile home park. In no situation shall the parking space be located greater than one-hundred feet (100') away from the mobile home space it is designed to serve.

(W) Planned Unit Development (PUD).

- (1) Purpose. The purpose of the Planned Unit Development (PUD) regulations is to allow for residential and limited commercial uses, or a mix of residential and limited commercial uses, in an overall site development that may vary from the requirements of this Code. The intent of the PUD regulations is also to:
 - (a) Allow for flexibility from traditional zoning standards that results in development providing an improved living environment, including usable common space, amenities or services, increased landscaping, additional architectural features or standards, and compatibility with the contiguous neighborhood.
 - (b) Promote flexibility and innovation of design while permitting diversification of development types in order to encourage the most suitable use of a site.
 - (c) Achieve a compatible land use relationship with the surrounding area.
 - (d) Promote redevelopment and reuse of previously developed property.
 - (e) Encourage development of vacant properties within developed areas.
 - (f) Provide useable and suitably located common space, recreation facilities or other public/common facilities.
 - (g) Facilitate functional and efficient systems of streets, pathways, utilities, and municipal services on and off site.
 - (h) Promote efficient use of land with a more flexible arrangement of buildings and land uses.
 - (i) Provide for master planned development that includes interconnected design elements between structures or phases, increased amounts of landscaping or natural features, connections to the surrounding neighborhood or public lands and unique architectural features.
 - (j) Ensure appropriate phasing of development and amenities.
 - (k) Provide for attractive streetscapes that are not dominated by parked vehicles or garage entrances.
- (2) Allowed Uses.
 - (a) All uses allowed in the underlying zone.
 - (b) Limited commercial uses in mixed use developments not otherwise allowed in the base zone as set forth in Chapter 2 Land Use Regulations of when:
 - (i) The uses are consistent with the character of the neighborhood, mitigate impacts to the surrounding area and are sited and designed such that the activities present will not detrimentally affect residential uses.
 - (ii) The uses do not create a traffic or pedestrian safety hazard or generate traffic more than the capacity of the public streets serving the development or its own proposed access points to those streets.
 - (iii) The limited commercial uses within a residential zone do not constitute more than twenty percent (20%) of the gross land area of the PUD.
- (3) General Requirements.
 - (a) Unified Control. The development site of a PUD shall be under unified ownership or

control and shall be planned as a whole so all landscaping, off-street parking and other common areas can be properly maintained.

- (b) **Establishing Additional Standards.** In addition to general building and development standards, additional design standards may be imposed in the approval of a conditional use to satisfy the criteria for PUD development as set forth in this Section. The requirement of additional conditions to implement these standards shall be consistent with the process for approval of a conditional use permit for a PUD as set forth in Chapter 6 Administration.
 - (c) **Applicability of Other Regulations.** Unless otherwise approved through the Conditional Use Permit, a PUD shall conform to all requirements set forth elsewhere in this Code, Subdivision Regulations, Standard Specification and Drawings, and all other applicable regulations and standards of the City of Idaho Falls.
 - (d) **Approval Process.** The application requirements, review steps and approval process for a PUD as set forth in Chapter 6 Administration.
- (4) **Dimensional Requirements.** Dimensional standards, including minimum lot size, setbacks, maximum density and height, and required parking and parking dimensional standards, if different from the regular requirements of this code shall be established for each individual PUD based upon the following criteria:
- (a) **PUD Size.** The minimum site size for a PUD shall be two (2) acres. Smaller acreage may be considered for a PUD on land that the Council find is redeveloping, or provides a public benefit or amenity.
 - (b) **Lot Size.** There shall be no minimum lot size.
 - (c) **Density.**
 - (i) The maximum density allowed in residential zones is set forth in Table 11-2-4 Maximum Residential Density:

Table 11-2-4: Maximum Residential Density

Base Residential Zone	Dwelling units/gross acres
RE	2
RP	5
RMH	8
R1	8
R2	17
TN	17
R3	35
R3A	35

- (ii) For other base zones where residential uses are allowed, the maximum density allowed shall be thirty-five (35) dwelling units per gross acre.
 - (iii) The maximum number of units permissible in each individual zone shall be calculated separately, and no allowed dwelling unit density can be transferred between zones.
- (d) **Setbacks** shall reflect the general standards of the area and character of the neighborhood in which the PUD is located.

- (i) In residential PUDs, the established setbacks of residential properties contiguous to or across the street from the PUD, shall constitute the minimum setback for the perimeter area of the PUD which it is contiguous to.
 - (ii) Internal setbacks between buildings or internal lot lines within residential PUDs may be established as part of the PUD process.
- (e) Height. The maximum structure height for a residential PUD shall be determined by the underlying base zone, except where a structure is set back from required setback lines by at least one foot (1') for each additional foot of building height.
- (4) Arrangement and Design.
 - (a) A PUD shall be compatible with the surrounding neighborhood bulk, scale, structural mass, and character demonstrated by similar building types, construction, separations, and heights.
 - (b) Structures and uses of lowest height and intensity shall be arranged around the boundaries of the development.
 - (c) Taller structures should be located toward the interior of the site or in a location to lessen the adverse impacts of height on the surrounding neighborhood.
 - (d) Structures should be oriented towards common areas. Residential uses should be separated and arranged to provide for private space, in addition to providing for common areas.
 - (e) Structures should include a high quality of design and architecture as demonstrated by cohesive building styles, a range of building positions, custom architectural features, and varied building materials.
- (5) Landscaping and Buffering.
 - (a) All areas within the PUD not covered by buildings, parking spaces, sidewalks or driveways shall be landscaped and maintained.
 - (b) Landscape plans shall be submitted as part of the PUD application.
 - (c) Internal landscaping area, excluding required buffers, shall provide the following, a minimum one (1) tree per five thousand square feet (5,000 ft²). A minimum of two (2) shrubs for each required tree. The use of native vegetation which reduces water consumption is encouraged.
 - (d) Alternate tree spacing can be requested as part of the PUD, but shall not reduce the total minimum number of trees required.
 - (e) All PUDs that include limited commercial uses or residential uses contiguous to existing commercial uses shall provide a buffer from contiguous residential uses that are not part of the PUD development.
 - (i) The buffer shall be no less than ten feet (10') in width and shall include trees with no less than twenty foot (20') centers separating them; and
 - (ii) A six foot (6') opaque fence (opaque fence shall not include chain link fencing with or without slats) or a dense hedge of shrubbery which shall attain a height of at least six feet (6').
- (6) Parking Lot Design and Landscaping.
 - (a) Parking areas more than twenty-four (24) parking spaces shall include landscaping of a

minimum of ten percent (10%) of the parking area with trees and appropriate ground cover. Landscape rock alone shall not constitute appropriate ground cover.

- (b) Parking lots containing twenty-four (24) or more parking spaces contiguous to public or private streets shall include within the contiguous landscape strip a berm of no less than four feet (4') in height.
 - (c) Interior parking lot landscaping shall be designed to incorporate pedestrian ways through the parking area and to break large parking areas into smaller bays.
- (7) Streetscapes.
- (a) All PUDs shall have frontage on a public or an approved private street.
 - (b) The development shall provide safe, inviting, and attractive streetscapes.
 - (c) Except for the area occupied by a permitted driveway, a landscape strip shall be provided and maintained along the side of the property bordering any public or private street that is closest to the portion of the lot containing a structure or other development.
 - (i) The landscape strip contiguous to perimeter public streets shall be no less than twenty feet (20') in width and shall include trees (with no less than thirty feet (30') centers separating them) and lawn or other ground cover.
 - (ii) The landscape strip contiguous to internal public and private streets shall be no less than ten feet (10') in width and shall include trees (with no less than forty feet (40') centers separating them) and lawn or other ground cover.
 - (d) Trash enclosures and dumpsters shall not be located within setbacks or contiguous to any street.
- (8) Common Space. All PUDs shall provide common space and landscape areas as follows:
- (a) Not less than twenty-five percent (25%) of the gross area of a PUD shall be designated and maintained as common space for the recreational and/or common use of the occupants of the development.
 - (b) Common space may include an open space parcel or parcels of land, an area of water, or a combination of land and water, recreational facilities, either public or private, ball courts, swimming pools, playgrounds, drainage facility developed with physical amenities, exercise rooms or similar facilities.
 - (c) Common spaces shall not include areas within any road, driveway, parking area, sidewalk contiguous to a public or private street, required landscape strip or buffer, and a drainage facility that does not include additional physical amenities, as identified in this Section, beyond open space.
- (9) Amenities. All PUDs shall provide amenities in addition to the common space required by this Section as follows:
- (a) The number and size of amenities should increase as overall acreage and scale of the development increases. At least one (1) amenity shall be provided for the first fifty (50) residential units proposed, and one (1) additional amenity shall be provided for each fifty (50) residential units proposed thereafter.
 - (b) Amenities should be placed in logical areas that allow convenient access to most of the occupants of the development.

- (c) PUDs shall provide at least one (1) of the following amenities:
 - (i) Private or public recreational facility, such as a swimming pool, ball courts, or playground, in scale with the development.
 - (ii) Private or public plaza, pedestrian mall, garden, arboretum, square or other similar open space.
 - (iii) Public access to or additions to the greenbelt, neighborhood park systems or other public open space or enhanced pedestrian connections to adjacent employment and shopping centers.
 - (iv) Trail system or pedestrian paths in addition to necessary circulation paths that would be required if the development was not a PUD.
 - (v) Water features, sculptures or work of art.
 - (vi) Private streets that include landscaped medians.
 - (vii) A drainage facility developed with additional physical amenities beyond open space.
 - (viii) Similar amenities which reflect the purposes of this Section as approved.

(10) Pedestrian system.

- (a) PUDs shall provide pedestrian connections to existing or proposed schools, parks, public lands or pathways on adjacent properties.
- (b) The pedestrian connections shall form a logical, safe, and convenient system for pedestrian access to all structures, project facilities and amenities, and principal off-site pedestrian destinations.

(X) Public Service Facility.

- (1) The activity to be carried on must not generate an amount of vehicular traffic significantly higher than uses in the surrounding area.
- (2) Lights must be directed away from surrounding residential areas and shielded downward.

(Y) Recreation Vehicle (RV) Park.

- (1) Each RV park shall be held in one (1) ownership and shall contain at least two (2) acres of land.
- (2) All RV parks shall be contiguous to a collector or arterial street, as set forth in The Access Management Plan.
- (3) All RVs shall be set back at least thirty feet (30') from any public street, and fifteen feet (15') from an interior private roadway.
- (4) The RV park roadway system shall provide convenient circulation through the park and shall provide access to each RV space. No space will be permitted direct access to a public street, road, or highway other than by means of the RV park roadway system. All entrances and exits from the RV park shall be by forward motions only. No exit or entrance from a RV park shall be through a residential zone.
- (5) All roadways shall have a width of at least twenty feet (20') and all roadways shall be hard-surfaced.
- (6) All areas within the RV park which are not hard-surfaced shall be landscaped and maintained with lawns, trees, and shrubs designed to provide privacy and noise containment. A landscape

screen at least eight feet (18') in width shall be provided contiguous to the exterior boundaries of the RV park.

- (7) Each RV space shall be at least twenty feet (20') in width and at least forty feet (40') in length.
- (8) No RV space shall be rented for a period of more than thirty (30) days.
- (9) A minimum of fifty percent (50%) of all RV spaces shall be served by an approved water and sewage disposal system. In addition, each RV park shall have a sewage dump for self-contained RV units.
- (10) All RV parks shall conform to the requirements of the State and City Health regulations relating to RV parks.
- (11) Any exterior storage space provided by the RV Park shall be enclosed within a sight obstructing fence not less than six feet (6') and not more than eight feet (8') in height.
- (12) RV Parks may include a launderette for the use by the occupants of the park but not by the general public.

(Z) Short Term Rental.

- (1) Allowed in all zones where residential uses are also allowed. No short-term rental shall be located within an accessory structure where the accessory structure has not been specifically designed for human habitation or located within a recreational vehicle or travel trailer, except when located in an approved travel trailer court.
- (2) A short term rental property shall not be occupied by more than one (1) guest party at a time.

(AA) Storage Yard.

- (1) All outside storage areas shall be screened within an enclosed yard and comply with the following standards:
 - (a) No storage shall be allowed within the front building setback line along a street.
 - (b) Outside storage areas shall be screened by buildings or enclosed with a minimum six foot (6') high masonry wall or opaque fence.
 - (c) Contents within the storage yard shall not be parked or stacked so as to be visible above the screened enclosure.
 - (d) Outside storage shall be located at least seven hundred fifty feet (750') from the Snake River and not located within any A Zone or B Zone as defined by the Flood Insurance Rate Maps (FIRM).

(BB) Temporary Construction Use.

- (1) A temporary construction use permit may be issued by the Board of Adjustment to allow for temporary construction uses associated with an ongoing and permitted construction project. A temporary use permit shall be for a period of not to exceed one (1) year, subject to one (1) renewal at the discretion of the Board of Adjustment for not more than a total of two (2) years.
- (2) Temporary construction uses shall include only:
 - (a) Non-commercial concrete batching plants, both incidental and necessary to construction within the immediate area; and
 - (b) Temporary buildings or yards for construction materials and/or equipment both incidental and necessary to an ongoing and permitted construction project within the immediate area.

(CC) Temporary Land Use.

- (1) A temporary land use permit may be issued by the Zoning Administrator for any allowed use within a Zone where the use will not last longer than thirty (30) consecutive days or where the use will not occur more than twice in a single calendar year and will have at least fifteen (15) days between consecutive occurrences.
- (2) In determining approval of the temporary land use permit the Zoning Administrator shall use the following criteria. The Zoning Administrator may place additional site specific conditions necessary to minimize adverse impacts on contiguous properties.
 - (a) Granting of the temporary land use permit results in no new permanent structures or facilities; and
 - (b) If placed within a parking lot the use shall not reduce the number of parking spaces below the minimum number required by this Code for the uses located on the property and will not impair emergency access or the safe and efficient movement of pedestrian and vehicular traffic on or off the site.

CHAPTER 3

ZONING REGULATIONS

SECTIONS:

- 11-3-1: General Provisions
- 11-3-2: Provisions that Apply in All Zones
- 11-3-3: Purpose of Residential Zones
- 11-3-4: Standards for Residential Zones
- 11-3-5: Purpose of Mixed Use Zones
- 11-3-6: Standards for Mixed Use Zones
- 11-3-7: Purpose of Commercial Zones
- 11-3-8: Standards for Commercial Zones
- 11-3-9: Purpose of Industrial Zones
- 11-3-10: Standards for Industrial Zones
- 11-3-11: Purpose of Special Purpose Zones
- 11-3-12: Standards for Special Purpose Zones

11-3-1: GENERAL PROVISIONS.

- (A) Zones Established. For the purposes of this Code, the City is divided into Zones, which have been established in Section 11-1-3.
- (B) Zoning Map.
 - (1) The location and boundaries of each Zone are shown on the Zoning Map.
 - (2) The Zoning Map with all notations, references and other information shown on the map is part of this Zoning Code, and shall have the same force and effect as this Zoning Code.
 - (3) The Zoning Map shall be identified by the signature of the Mayor, attested by the City Clerk of its effective date, and shall bear the seal of the City.
 - (4) The Zoning Map shall be located in the office of the Zoning Administrator and shall accurately designate the current boundary lines of the Zones within the City.
 - (5) In the event of a conflict between the Zoning Code and Zoning Map, the Zoning Code shall govern.
- (C) Determination of Zone Boundaries. Where uncertainty exists with respect to the boundaries of various Zones shown on the Zoning Map, the following rules shall apply:
 - (1) Where a boundary line is indicated as approximately a street, alley, waterway, or railroad right of way, the center line shall be construed to be the Zone boundaries.
 - (2) Where a boundary line is indicated as approximately following a lot line, such lot line shall be construed to be the boundary line.
 - (3) Where land has not been subdivided into lots, the Zone boundary shall be determined by the use of a scale of measurement shown on the Zoning Map.
 - (4) Where other uncertainty exists, the Board of Adjustment shall interpret the Zoning Map, subject to review by the Council.

11-3-2: PROVISIONS THAT APPLY IN ALL ZONES.

(A) Setback Requirements.

- (1) No required setback or other open space around an existing building or which is hereafter provided around any building for the purpose of complying with provisions of this Zoning Code shall be considered as providing a setback or open space for any other building, nor shall any setback or other required open space on a contiguous lot be considered as providing the setback or open space whereon a building is to be created or established except as otherwise permitted by this code.
 - (2) All of a setback shall be open to the sky and unobstructed (except for permitted accessory structures, and allowed encroachments as set forth in paragraph three (3) of this subsection).
 - (3) The following may encroach into required setbacks:
 - (a) Belt courses, sills and lintels or other ornamental features may project up to eighteen inches (18") into the required front, rear and side setback.
 - (b) Cornices, eaves and gutters may project into any front, side, or rear yard setback up to one-third (1/3) of the width of the minimum required setback.
 - (c) Un-walled and unroofed porches, terraces, balconies and steps may encroach into any front, side or rear setback up to one-third (1/3) of the width of the minimum required setback. Uncovered access ramps for mobility-impaired persons may encroach into the required setbacks more than one-third (1/3) of the width of the front or rear yards when necessary to comply with building code standards.
 - (4) Where lots developed with structures comprise more than forty percent (40%) or more of the frontage of any block on any street, no future development or remodel shall have a setback less than the average front yard setback established on that block. The following are exceptions to this requirement:
 - (a) No setback requirement shall be greater than the setback established for the Zone where it is located.
 - (b) A structure which is to be located between two (2) existing structures, not exceeding one hundred and fifty feet (150') apart, shall not be required to have a larger front setback than the average setback line established by the two (2) existing structures.
- (B) **Parcels Below the Minimum Area Requirements.** No parcel of land which has less than the minimum width and area requirements for the Zone in which it is located shall be separated from a larger part of land for the purpose of creating a building lot.
- (C) **Exceptions to the Building Height Requirements.** Roofs above the square of the building, chimneys, flagpoles television antennas, church towers, and similar structures not used for human occupancy, are excluded when calculating building height.
- (D) **Streets and Access.** The design of vehicular access to and from a parcel of land shall conform to the Access Management Plan, as amended.
- (E) **Recreational Vehicles.** No recreational vehicle shall be occupied in Idaho Falls, except when located in an approved recreational vehicle park.

(F) Lighting.

- (1) All exterior illumination shall be shielded and directed downward so as not to produce direct glare on adjacent properties.
- (2) No commercial use shall cause a level of illumination exceeding one-half (0.5) foot candles on any part of an contiguous residential area.

11-3-3: PURPOSES OF RESIDENTIAL ZONES.

- (A) RE Residential Estate Zone. This zone provides a residential zone that permits the continuance of areas which are characterized by lots of sufficient size to accommodate single dwelling units and limited agricultural uses, including animal husbandry. The Zone is generally intended for rural residential areas which were previously developed in the County. This zone is generally not intended for new subdivisions within the City.
- (B) RP Residential Park Zone. This zone provides a residential zone which is representative of an automobile-oriented, suburban development pattern and characterized by large lots. The principal use permitted in this Zone shall be single unit dwellings.
- (C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.
- (D) R2 Mixed Residential Zone. This zone provides a residential zone characterized by smaller lots and dwellings, more compact and denser residential development; and higher volumes of vehicular and pedestrian traffic than are characteristic of the RE, RP and R1 Zones. The principal uses permitted in the R2 Zone shall be one (1), two (2), three (3), and four (4) dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.
- (E) TN Traditional Neighborhood Zone. This zone provides a residential zone which is characterized by a walkable, traditional residential neighborhood pattern with small lots and residences, a mix of housing types, and a grid street pattern with rear alleys. This Zone is situated in the historic neighborhoods within the central part of the City and in other locations where a traditional neighborhood character with a gridded street pattern is desired. The standards in this zone contain elements of a form-based code allowing a variety of uses that will be required to integrate with the established characteristics of the existing neighborhood.
- (F) R3 Multiple Dwelling Residential Zone. This zone provides a residential zone which is characterized by a variety of dwelling types with a denser residential environment. This Zone is situated along or near major streets such as collectors and arterials. It is also generally located near pedestrian connections and commercial services.
- (G) R3A Residential Mixed Use Zone. To provide for a mix of uses in which the primary use of the land is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic greater density, and a wider variety of dwelling types and uses than is characteristic of the R3 Residential

Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R3A Zone is essentially residential in character. Therefore, all uses must be developed and maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.

- (H) RMH Residential Mobile and Manufactured Home Zone. This zone provides a residential zone which is characterized by a medium density residential environment. A manufactured or mobile home subdivision, mobile home park, or travel trailer park are special facilities specifically designed to accommodate mobile or recreational vehicles which may not conform to the requirements for permanent location within other residential Zones within the City are allowed within this zone.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R-1	R-2	TN	R-3	R-3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			12,000					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6*	6*	5	6*	6*	10
Rear	40	25	25	25	10	25*	25	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in gross in units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualification in Section 11-3-4A,B,C,D of this Zoning Code.								

(A) Minimum and Maximum Lot Area.

- (1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 ft²), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots.
- (2) In the R2 zone, seven hundred and fifty square feet (750 ft²) shall be added to the minimum required area for each additional dwelling unit.
- (3) In the TN Zone, the minimum lot area for subdivisions approved after the adoption of this **Code (April 12, 2018)** shall be an average of maximum of six thousand two hundred and fifty square feet (6,250 ft²) in order to encourage a mix of lot sizes and dwelling types. Any common open space area shall be distributed equally among the lots in the calculation of the average minimum lot size.

(B) Minimum and Maximum Setbacks.

- (1) Properties zoned RP and RP-A prior to the adoption of this Zoning Code shall meet the setbacks required at the time they were approved. A listing of applicable subdivisions can be found in the Section 11-7-2. The applicable setbacks required at the time they were approved are as follows.

Table 11-3-2: Prior RP & RP-A Setbacks

	RP	RP-A
Setbacks – Minimum in ft.		
Front	30	30
Side	20	10
Rear	25	25

- (2) In the RP and R1 Zones, a minimum front setback of twenty feet (20') is permitted for lots which have their principal frontage on a turning circle of a cul-de-sac or the bulb of a ninety degree (90°) turn.
- (3) In the RP Zone, the side setback shall be a minimum of seven and a half feet (7.5') for single-story structures and a minimum of ten feet (10') for two-story structure.
- (4) In the TN Zone, the maximum front yard setback may be exceeded for residences that face a common open space area that fronts on the contiguous street and as otherwise permitted by Supplemental Standards for the TN Zone.
- (5) In the RMH Zone, a minimum rear yard of fifteen feet (15') may be permitted, if one of the required side yards is a minimum twenty five feet (25').

(C) Maximum Lot Coverage, Building Height, and Density.

- (1) Public use, public service facility, school and religious institutions may be erected to any height, provided the building is set back from the required building setback lines at least one foot (1') for each additional foot of building height above the maximum height permitted in the Zone.
- (2) In the RE, RP, R1 and RMH Zones lot coverage shall only include those areas under roofs.
- (3) For multi-unit or commercial uses lot coverage shall include all areas under roofs and paved surfaces, including driveways, walks, and parking areas. The remaining lot area shall be landscaped as required by this Code.

(D) Dimensional Standards for Accessory Structures in Residential Zones.

Table 11-3-3: Dimensional Standards for Accessory Structures in Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Setbacks – Minimum in ft.								
Front	40	30	25	20	25	20	15	25
Side	20	0/7.5*	0/6*	0/6*	0/5*	0/6*	0/6*	0/10*
Rear	40*	0*	0*	0*	0*	0*	0*	0*
Building height- Maximum in ft.		12/24*	12/24*	12/24*	12/24*			12/24*
Lot coverage of the rear yard, maximum %	30	30	30	30	30			30

*See explanations, exceptions and qualification that follow in Section 11-3-4E (1-5) of this Zoning Code.

- (1) In residential zones, accessory structures which are more than twelve feet (12') in height must meet the same setbacks as primary buildings.
- (2) In all residential zones, except the RE Zone, 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.
- (3) The rear yard setback shall be three feet (3') on lots in any residential zone in which the rear yard is contiguous to an alley.
- (4) In the RMH Zone, a minimum rear yard of fifteen feet (15') is permitted if one (1) of the required side-yards is a minimum of twenty five feet (25').
- (5) Properties zoned RP and RP-A prior to the adoption of this Zoning Code shall meet the setbacks required at the time they were approved. A listing of applicable subdivisions can be found in the Section 11-7-2. The applicable setbacks required at the time they were approved are as follows:

Table 11-3-4: Prior RP and RP-A Accessory Building Setbacks

	RP	RP-A
Setbacks – Minimum in ft.		
Front	30	30
Side	20	8*
Rear	25	25*

*See explanations, exceptions and qualification that follow in Section 11-3-4(E)(3) of this Zoning Code.

(E) Supplemental standards for the TN Zone.

- (1) Streetscape.
 - (a) In subdivisions recorded after the adoption of this Code (April 12, 2018), sidewalks shall be detached from the curb with planting strips provided to accommodate street tree planting in accordance with the standards in Section 11-4-4G (3).

- (b) In subdivisions recorded before the adoption of this **Code (April 12, 2018)**, detached sidewalks, planting strips and existing street trees shall be maintained. If trees must be removed because of disease or age, replacements shall be provided by the property owner subject to approval of the City Forester.
- (2) Entryways and Pathway Connections.
 - (a) All structures shall have one (1) primary entry that faces the street and a pathway that connects the entry with the sidewalk.
 - (b) Exceptions to the entryway requirements are allowed for dwelling units that face a common open space area which is open to the street.
 - (c) A front porch, with a minimum depth of six feet (6'), may encroach five feet (5') into the front yard setback.
- (3) Building Massing, Scale and Form.
 - (a) For in-fill development or additions to existing structures, the building shall not exceed the tallest height or greatest width of other residences on both sides of the street within the same block.
 - (b) For new development (including additions to existing structures), the primary building face that fronts the street shall not exceed twenty five feet (25') in width or the front facade shall be divided into subordinate wall planes or modular sections that do not exceed a total of an aggregate of twenty five feet (25').
 - (c) Building forms shall consist of simple rectangular shapes and height from finished floor to finished floor shall not exceed twelve feet (12').
 - (d) Roof forms shall be gabled, hipped or shed. Flat roofs are not prohibited but discouraged (unless flat roofs are the predominant roof form in the neighborhood).
- (4) Additions to Existing Structures. Additions to existing structures shall be the same or compatible with the existing structure (e.g. building materials, windows, doors, and form of the building and roof).
- (5) Residential Parking Features. In order to prevent parking, garages, driveways and curb-cuts from becoming the primary feature of residential buildings or property, the following shall apply:
 - (a) Whenever feasible, driveways, garages, and parking areas shall be accessed from an alley.
 - (b) Garages, with garage doors that face the street, shall not extend forward of the front face of the primary structure.
 - (c) A garage door that is visible from the public street should blend with the façade and architectural elements of the structure.
 - (d) Required parking should be provided from the alley for in-fill development located with alley access.
 - (e) In new development, private alleys are encouraged and can be allowed with a reduced setback from the alley, reduction in parking requirements, or an allowance for tandem parking.
 - (f) Shared garage parking shall not exceed four (4) garage doors per building and shall be similar in exterior design to the dwelling units in the development.

- (g) Surface parking areas shall not be located in clusters of more than four (4) spaces.
 - (h) Surface parking areas shall be screened from public streets and adjacent residential uses by landscaping or architectural screening.
 - (i) Driveway curb-cuts shall be sized for a single-car width, ten feet (10') maximum. The driveway width shall not increase beyond ten feet (10') until the driveway extends beyond the front setback.
- (6) Commercial Uses in the TN Zone.
- (a) Applicability.
 - (i) These standards apply to the following uses in the TN Zone: Animal Care Clinic; Artist Studio; Day Care, Center; Limited Eating Establishment; Financial Institutions; Food Processing, Small Scale; Food Store; Fuel Station; Laundry and Dry-Cleaning; Personal and Professional Service; and Retail.
 - (ii) These standards are in addition to any other applicable to the specific use in all zones.
 - (b) Purpose. The purposes of these standards are to create commercial developments that are:
 - (i) Compatible with the surrounding residential neighborhood;
 - (ii) Pedestrian in scale with buildings massing at the street and intersections; and
 - (iii) Connected to the neighborhood with pedestrian access and with a seamless interface with the surrounding neighborhood.
 - (c) Location of Commercial Uses.
 - (i) Commercial uses in the TN zone shall be a permitted use within existing commercial structures without substantial exterior remodeling or expansion of the existing building; or
 - (ii) Commercial uses in the TN zone shall be a permitted use on parcels that have frontage on Elm, Elva, and G Streets, Holmes Avenue, S. Boulevard, and Lomax Street; or
 - (iii) Commercial uses shall be permitted by conditional use permit for parcels that do not have frontage on Elm, Elva, and G Streets, Holmes Avenue, S. Boulevard, and Lomax Street provided that the use is conducted only within an existing building. Any commercial use requiring the construction of a new building for a use not otherwise permitted shall not be permitted.
 - (d) Dimensional Standards.
 - (i) The maximum building footprint should be five-thousand square feet (5,000 ft²).
 - (ii) Generally, the maximum height of a building shall be two-stories.
 - (iii) Buildings three (3) stories in height are encouraged at the corners of street intersections.
 - (iv) Buildings shall provide a transition in height to contiguous residential use. When a building is located between five feet (5') and twenty feet (20') from a property line contiguous to a residential use, the building height may be a maximum of twelve feet (12'). At twenty feet (20') from the property line, the building may be a maximum of twenty five feet (25') in height. After thirty feet (30') from the property line, a building may increase an additional one foot (1') in height for every two feet (2') in additional horizontal distance from the property line.

- (v) Except for a minimum setback to residential properties which shall be five feet (5'), there are no minimum setback requirement for side yards or rear yards.
 - (vi) The maximum building front setback shall be five feet (5').
- (e) Street Frontage Requirements.
 - (i) Seventy-five percent (75%) of the street frontage shall be occupied by a building, patio or public space.
 - (ii) Exterior windows or transparent doors shall make up the equivalent of sixty percent (60%) of the building ground floor façade, which faces the street. Exterior windows shall make up at least twenty percent (20%) of additional floor above the ground floor.
 - (iii) Any primary entrance to a building shall face the street and have direct access to a sidewalk or a pedestrian walkway.
- (f) Parking.
 - (i) On-site parking shall be located in a rear or side yard, not fronting the street.
 - (ii) One (1) parking space shall be required per five hundred square feet (500 ft²) of gross floor area of commercial use.
 - (iii) The parking requirements may be fulfilled through any combination of the following: parking spaces on the property; on street parallel parking spaces in front of the building; and/or parking in a shared parking facility within seven-hundred and fifty feet (750') of the property.
- (g) The hours of operation shall be limited to the hours of 6 am – 11 pm.
- (h) Prohibitions.
 - (i) Drive-up windows
 - (ii) Amplified music
- (F) Building Orientation. Every dwelling site shall face or front upon a public street, except in a Planned Unit Developments (PUD), or where dwelling units face a common space fronting on a street.
- (G) Prohibitions. The following are not allowed in any Residential Zone:
 - (1) Dwelling units entirely built below grade.
 - (2) The storage of commercial vehicles, including commercial automobiles, trucks and construction equipment (e.g., bulldozers, graders, cement mixers, and compressors). An exception is provided for construction equipment that may be stored on a site during the construction of a building, not exceeding one (1), calendar year.
 - (3) The storage of trailers, recreational vehicles or boats in any required front yard or side yard setback that faces a street, except for permitted driveways. No portion of a trailers, recreational vehicles or boats may be parked in such a way as to be over or onto a public sidewalk or to obstruct visibility as required by Section 11-4-7A, Clear View Triangle of this Code.
 - (4) The storage of mobile homes and manufactured homes.
 - (5) The storage of junk and debris.

11-3-5: PURPOSE OF COMMERCIAL ZONES

- (A) PB Professional Business Office Zone. This zone provides a commercial zone for business and professional offices, medical facilities, governmental and cultural facilities, and other uses of a semi-commercial nature. The Zone encourages the provision of a limited number and type of supportive retail services for employees and visitors, as well as support services to health and medical providers. This Zone is characterized by relatively high traffic volumes, and a variety of office types. This Zone should be located in close proximity to an arterial or collector street.
- (B) CC Central Commercial Zone. This zone provides a mixed use zone which includes a variety of housing types and a variety of commercial uses. For this reason, the Zone is primarily located in the central part of the City where development has already occurred and the street and land use patterns are more densely developed. The CC Central Commercial Zone is characterized by lighted streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Shops, stores, office and other buildings are also characteristic of this Zone. 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, are excluded from this Zone.
- (C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.
- (D) HC Highway and General Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of-way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

11-3-6: STANDARDS FOR COMMERCIAL ZONES

- (A) Dimensional Standards. Table 11-3-6 Dimensional Standards for Commercial Zones shall be used for determining the minimum site area, minimum site width measured at the set-back line, minimum setbacks, maximum building height, maximum lot coverage and maximum gross density in each Commercial Zone.

Table 11-3-5: Dimensional Standards for Commercial Zones

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	50	50
Setbacks – Minimum in ft.				
Front		20	20*	20
Side				
Rear				
Landscape buffer contiguous to street* in ft.		15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualification that follow in Section 11-3-6A (1-3) of this Zoning Code.				

- (1) In the LC Zone, structures may encroach into the twenty foot (20') setback up to ten feet (10') when designed with a pedestrian walkway a minimum of five feet (5') in width connecting the public sidewalk to the structure's entrance. Parking is not permitted to encroach into the twenty foot (20') setback.
 - (2) In the HC Zone, display space may encroach into the landscape buffer contiguous to the street. Such encroachments may not exceed twenty five percent (25%) of the linear frontage contiguous to the street.
 - (3) In all commercial zones, when a development adjoins a residential zone or unincorporated land designated for residential land use in the City's Comprehensive Plan and the height of the building is over twenty-four feet (24'), the building shall set back thirty feet (30') from the property line contiguous to such Zones or land designated for residential land uses.
 - (4) For commercial uses, lot coverage shall include all areas under roofs and paved surfaces including driveways, walks, and parking areas. The remaining lot area shall be landscaped as required by this Code.
- (B) Development Plans. All development in commercial zones is subject to approval of a Development Plan, as required by this Code.
- (C) Landscape Buffers. All landscape buffers shall meet the standards set forth in Section 11-4-4 of this Zoning Code.
- (D) Blank Walls. In all commercial zones, no walls shall front a public street, unless treated in one (1) or more of the following ways:
- (1) A vertical trellis in front of the wall with climbing vines or plant materials; or
 - (2) A landscaped planting bed at least five feet (5') wide or raised planter bed at least two feet (2') high and three feet (3') wide in front of the wall, with plant materials that obscure or screen at least fifty percent (50%) of the wall's surface within three (3) years; or

- (3) Artwork (mosaic, mural, sculpture, relief, etc.) over at least fifty percent (50%) of the blank wall surface, excluding any area devoted to signs; or
- (4) Windows or window shaped openings over at least twenty percent (20%) of the blank wall surface.

11-3-7: PURPOSE OF INDUSTRIAL ZONES

- (A) LM Light Manufacturing and Heavy Commercial Zone. This zone provides a light industrial zone in which the primary use of land is for non-nuisance industries, and heavy commercial establishments. This Zone is characterized by a wide variety of businesses, warehouses, equipment yards, and light manufacturing and industrial uses, and located convenient to transportation systems.
- (B) I&M Industrial and Manufacturing Zone. This zone provides an industrial zone in which the primary use of the land is a manufacturing, fabricating, processing, and warehousing. Land zoned I&M should be relatively flat open land, conveniently located close to transportation, public utilities and other facilities necessary for large employment centers and successful manufacturing operations

11-3-8: STANDARDS FOR INDUSTRIAL ZONES

- (A) Dimensional Standards. Table 11-3-7 Dimensional Standards for the LM and I&M Zones shall be used for determining the minimum site area, minimum setbacks, maximum building height and maximum lot and building coverage in that Zone.

Table 11-3-6: Dimensional Standards for Industrial Zones

	LM	I&M
Site Area- Minimum in acres		
Setbacks – Minimum in ft.		
Front	30	30
Side	0/20*	0/20*
Rear	0/20*	0/20*
Building Height- Maximum	see sub-sections (2) below	
Lot Coverage- Maximum in %	80	
Building Coverage- Maximum in %	50	
*See explanations, exceptions and qualification that follow in 11-3-8A (1-2) of this Zoning Code.		

- (1) In the LM and I&M Zones, a setback of twenty feet (20') shall be provided from all residential uses, residential zones, the R3A Zone if occupied by residential uses, or from land designated for low or higher density residential in the City's Comprehensive Plan.
- (2) Any structure with a height greater than thirty feet (30') shall be set back seventy-five feet (75') from all residential uses, residential zones, the R3A Zone if occupied by residential uses, or land designated for low or higher density residential in the City's Comprehensive Plan, unless approved as a conditional use by the Planning Commission, as set forth in Section 11-6-5B.

- (3) For commercial uses, lot coverage shall include all areas under roofs and paved surfaces including driveways, walks, and parking areas. The remaining lot area shall be landscaped as required by this Code.

11-3-9: PURPOSE OF SPECIAL PURPOSE ZONES

- (A) R&D Research and Development Zone. This zone provides a special purpose zone in which the primary use of the land is a center for research, development, and higher education. This Zone should be located close to transportation, public utilities and other facilities necessary to support research and development and higher education facilities. This Zone is also characterized by attractively designed buildings and off-street parking lots situated among, trees, shrubs and other landscape features.
- (B) Parks and Open Space. This zone provides a park zone and protects open space within the City for preservation and recreational use. Another purpose of this zone is to identify the appropriate location and efficient layout of public parks and playgrounds. This zone will harmonize the various features and facilities of parks and playgrounds with the surrounding area. This zone also interconnects park and open space systems linked by trails, greenways, or other public corridors.

11-3-10: STANDARDS FOR SPECIAL PURPOSE ZONES

- (A) Dimensional Standards. Table 11-3-8 Dimensional Standards for Special Zones shall be used for determining the minimum site area, minimum setbacks, maximum building height, and maximum lot and building coverage in each special purpose Zone.

Table 11-3-7: Dimensional Standards for Special Zones

	R&D	P
Site Area- Minimum in acres	30*	1*
Setbacks – Minimum in ft.		
Front	30	30
Side	0/ 20 *	20
Rear	0/ 20 *	30
Building Height- Maximum in ft.	see sub-section (3) below*	35
Lot Coverage- Maximum in %	80	
*See explanations, exceptions and qualification that follow in Section 11-3-10A (1-4) of this Zoning Code.		

- (1) No single R&D Zone should contain less than thirty (30) acres; however, there shall be no requirements for individual buildings or lots, except the area shall be sufficient to provide for setbacks, landscaping and off-street parking.
- (2) In the R&D Zone, a setback of twenty feet (20') shall be provided from all residential uses, residential zones, the R3A Zone if occupied by residential uses, or from land designated for low or higher density residential in the City's Comprehensive Plan.
- (3) In the R&D Zone, there is no height limit. Structures with a height greater than thirty feet (30')

and exterior storage areas shall be set back seventy-five feet (75') from all residential uses, residential zones, the R3A Zone if occupied by residential uses, or from land designated for low or higher density residential in the City's Comprehensive Plan.

- (4) For commercial uses, lot coverage shall include all areas under roofs and paved surfaces including driveways, walks, and parking areas. The remaining lot area shall be landscaped as required by this Code.
- (5) In the Park and Open Space Zone the minimum lot area is one (1) acre; except for public parks, playgrounds, or historical sites and monuments there is no minimum.
- (B) Development Plans. All development within the R&D and P Zones are subject to a Development Plan as set forth in this Code.
- (C) Accommodation of Spectators. Off-street parking areas and other facilities which attract or are intended to accommodate spectators, shall be screened or sited so that noise and traffic are buffered from contiguous residential uses or zones.
 - (1) Any outdoor speaker system shall not exceed a noise measurement of sixty five decibels at the lot line of any contiguous lot or parcel.
 - (2) Facilities involving lights shall be sited, and the lights shall be designed and located so that glare will not be toward surrounding properties, if possible.

CHAPTER 4

DESIGN AND DEVELOPMENT REGULATIONS

11-4-1:	Purpose
11-4-2:	Applicability
11-4-3:	Flood Channels and Water Courses
11-4-4:	Landscaping and Buffers
11-4-5:	Off Street Parking and Loading
11-4-6:	Sewage Disposal
11-4-7:	Streets and Access
11-4-8:	Structures and Buildings

11-4-1: PURPOSE.

The provisions of this Chapter are intended to ensure the location and development of properties protects the public health, safety and general welfare of the City; property values and rights of all citizens, and community assets and natural resources.

11-4-2: APPLICABILITY.

- (A) The provisions of this Chapter shall apply to all development in all Zones occurring after the passage of this Zoning Code. For development within an Overlay Zone, the provisions of Chapter 5 Overlay Zones may supplant the provisions of this Chapter.
- (B) Regulations in this Chapter are the minimum standards for development. Specific uses may require additional standards as described in Chapter 3 Zoning Regulations.

11-4-3: FLOOD CHANNELS AND WATER COURSES.

No encroachments, including fill new construction, fencing, or other development shall be constructed in any natural waterway or area which has been designated as a floodway on a Flood Insurance Rate Map (FIRM) or by the City Council. No encroachments, including new construction, fencing, or other development shall be constructed within seventy-five feet (75') of such natural waterways or floodway without first obtaining approval of a conditional use permit by the Board of Adjustment. The Board of Adjustment may grant such a permit subject to the following conditions:

- (A) Certification by a registered professional engineer, landscape architect, or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (B) A flood elevation certificate is provided which demonstrates the lowest flood elevation is not lower than the elevation of the known base flood elevation

11-4-4: LANDSCAPING, BUFFERS, AND SCREENING.

Landscaping requirements shall promote hardscape and softscape layouts with cohesive planting plans and irrigation that support the continued growth and viability of the design. Landscapes should be designed to reduce heat, noise and glare through proper placement of plants, trees and water features. Plantings should

use native species that favor the local soil PH and encourage low water use. Landscapes that require high water use due to type or volume should be discouraged unless necessary to meet screening or buffering requirements.

(D) General Standards.

(1) Landscaping Materials.

- (a) Landscaping materials shall include some combination of planted trees, shrubs, vines, ornamental grasses, perennial flowers annual flowers herbs, and lawn.
- (b) In combination with plant material, landscaping may include hardscape elements such as boulders, rock, screens, walls, fences, and benches, including focal point features such as fountains, pools, and art works that enhance or contribute to the designed surroundings. Such features alone shall not comprise all of the requirements of landscaping.
- (c) The selected combination of hardscape features with softscape plant materials shall be arranged in a unified and complementary design.
- (d) When landscaping is planted in an easement, all plant materials must comply with the Community Forestry Chapter of City Code.

(2) Maintenance.

- (a) Required landscaped areas shall be maintained in a neat, clean, orderly and healthful condition. This includes proper pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants when necessary, and the regular watering of all plants.
 - (b) Required landscaped areas shall be provided with a permanent, automated method for watering or sprinkling of plants. Point of connections need to be adequately sized and designed to function as a protection of the municipal water system. Proper winterization connections shall be installed to minimize damage to irrigation systems during the below freezing temperature times of the year.
 - (c) Maintenance of required landscaping is a continuing obligation of the applicant, landowner or successors in interest jointly and severally. Failure to maintain landscaping as required by the provisions of this Code or as a condition of a permit shall be deemed to be a violation of this Code and shall be subject to the penalties prescribed for violation.
 - (d) Plant materials which exhibit evidence of insects, pests, disease and/or damage as determined by the City Forester, shall be appropriately treated and all dead plant materials shall be removed and replaced with living plant material of similar type or kind unless otherwise approved by the Zoning Administrator. Trees, shrubs and other plant materials (including grasses) which expire during their growing season, shall be replaced.
- (3) Landscape Plan Required. When landscape is required as set forth in this Code, a hardscape and softscape layout plan, vegetation planting plan, and an irrigation plan showing the proposed design of development in compliance with the requirements of this Code shall be submitted to and approved by the Zoning Administrator prior to the issuance of a building permit. The same site plan used to show parking layout or other requirements for the issuance of a building permit may be used if all proposed landscaping is adequately detailed on said site plan.
- (a) Landscape plans in the R&D Zone shall be designed or approved and stamped by a licensed landscape architect or horticulturalist.

(E) Required Landscape and Buffers. Table 11-4-1 Minimum Landscaping and Buffer Requirements shall be used to determine the required landscape and buffer requirements for each base Zone.

Table 11-4-1: Minimum Landscaping and Buffer Requirements

Zone	Minimum Landscaping Requirements (% of total lot area)	Minimum Landscaped setback contiguous to a Street (In width)	Commercial and Multi-Unit Residential Minimum Landscaped Buffer from Contiguous Single Unit Residential Zones and Uses (in width)
RE			
		Required front and side yard setbacks facing a public street	
RP			
		Required front and side yard setbacks facing a public street	
R1			
		Required front and side yard setbacks facing a public street	
R2			
Multi- unit on corner lot	50%	Required front and side yard setbacks facing a public street	10' or 7' with a 6' masonry wall or opaque fence
Multi- unit on interior lot	35%		
TN			
Multi- unit on corner lot	50%	Required front and side yard setbacks facing a public street	10' or 7' with a 6' masonry wall or opaque fence
Multi- unit on interior lot	35%		
R3			
	20%	Required front and side yard setbacks facing a public street	10' or 7' with a 6' masonry wall or opaque fence
R3A			
	20%	15'	10' or 7' with a 6' masonry wall or opaque fence
RMH			
		Required front and side yard setbacks facing a public street	
PB			
	20%	Required front and side yard setbacks facing a public street	10' or 7' with a 6' masonry wall or opaque fence
CC			
			20' or (10' with an 8' masonry wall or opaque fence)
LC			
	20%	20' or exceptions as allowed by this Code	20' or (10' with an 8' masonry wall or opaque fence)
HC			
		20'	30' or (10' with an 8' masonry wall or opaque fence)
LM			

		15'	30' or (20' with an 8' masonry wall or opaque fence)
I&M			
		15'	30' or (20' with an 8' masonry wall or opaque fence)
R&D			
	20%	30'	20' or (15' with an 8' masonry wall or opaque fence)*
P			
		20'	50'*
*See explanations, exceptions and qualification that follow in Section 11-4-4H of this Zoning Code.			

(F) Minimum Landscaping Requirements.

- (1) The minimum landscaping requirements as set forth in Table 11-4-1 Minimum Landscaping and Buffer Requirements is expressed as a percentage of the area of the total lot area.
- (2) Landscape areas shall be planted with a ground cover such as lawn or other plant material, trees and shrubs and otherwise landscaped and maintained in accordance with standard landscaping practices.
- (3) Landscape areas, within residential developments, may include hard-surface outdoor recreation facilities such as tennis courts, basketball courts, shuffleboard courts, and swimming pools, provided that:
 - (a) The hard-surface outdoor recreation facilities make up no more than forty percent (40%) of the required landscaped area, and
 - (b) Those recreation facilities are available for the use of all residents of the development.

(G) Minimum Landscaped Setback Contiguous to a Street.

- (1) The minimum buffer requirements as set forth in Table 11-4-1 Minimum Landscaping and Buffer Requirements are expressed as the area within the required setbacks or the number of feet from a street.
- (2) Parking shall not be allowed where landscaping is required in perimeter landscaped setbacks, except for permitted driveways.
- (3) Required landscaping in perimeter landscaped setbacks shall include lawn, ground cover, shrubbery and trees.
 - (a) Trees shall be spaced at no more than forty foot (40') centers except in one to three (1-3) unit dwellings and as otherwise permitted by this Code. Trees shall be a minimum of two inch (2") caliper as measured six inches (6") from the grade.
 - (b) The Zoning Administrator may approve a variation to the tree spacing requirements within the landscaping area contiguous to a street. However, in no case shall the variation cause a reduction in the number of trees that would have been required if spaced at forty foot (40') centers. The variation may be granted where:
 - (i) The required trees would obstruct the visibility of a pole sign or display space. In such cases the trees may be clustered with other planting areas away from the sign or display space. No more than twenty five percent (25%) of the required number of

trees shall be clustered together and each cluster must be at least forty feet (40') from another tree or cluster.

(4) Special Provisions for Perimeter Landscaped Setbacks.

- (a) Any required perimeter buffer shall be required for the entire length of any public street within the Zone, and on the development side of any public street bordering the development.
- (b) For a Recreational Vehicle Park, the perimeter buffer shall be landscaped, at least ten feet (10') in width contiguous to the exterior boundaries of the park.

(H) Minimum Buffer from Residential Zones.

- (1) Required buffers to residential zones as set forth in Table 11-4-1 Minimum Landscaping and Buffer Requirements are expressed as the number of feet from a lot boundary, contiguous to residential land uses, and to land designated for residential uses in the City's Comprehensive Plan. The required landscape buffer shall include evergreen trees spaced at twenty foot (20') intervals.
- (2) Buffer areas to residential zones and uses may be included to fulfil the minimum landscaped area requirements set forth in Table 11-4-1 Minimum Landscaping and Buffer Requirements.
- (3) Special provisions for buffer areas in the R&D Zone contiguous to residential uses and zones shall include evergreens or deciduous shrubs spaced to form a solid screen within ten (10) years and a berm at least two and one-half feet (2.5') in height shall be provided. Natural buffers such as canals may be included within the required buffer and shall eliminate the need for fencing where the canal is elevated or at least twenty feet (20') in width; however, landscaping with evergreens at least ten feet (10') in width shall still be provided.
- (4) Buffer areas in the P Zone contiguous to residential uses and zones shall adhere to the requirements of Section 11-4-4H (1) and must meet one of the following requirements:
 - (a) A fifty foot (50') landscaped buffer; or
 - (b) A thirty five foot (35') landscaped buffer including a 3:1 three foot (3') high berm; or
 - (c) A thirty foot (30') landscaped buffer with a six foot (6') masonry wall or opaque fence; or
 - (d) A twenty five foot (25') landscaped buffer with including a 3:1 six foot (6') high berm; or
 - (e) A ten foot (10') landscaped buffer with an eight foot (8') masonry wall or opaque fence.
- (5) Opaque fence as set forth in the Table 11-4-1 Minimum Landscaping and Buffer Requirements shall not include chain link fencing with or without slats.

(I) Screening Requirements.

- (1) Service Areas, Loading Docks, and Service Equipment. Any service areas, loading docks, service equipment, or other site utility area that is visible from contiguous property or public right-of-way shall be screened with a landscape buffer. A list of approved plant material for landscape screening is listed in the Table 11-4-1 Minimum Landscaping and Buffer Requirements of this Code.
- (2) Open Storage. Open storage areas shall be screened from public streets by a ten foot (10') wide planting strip with trees and ground cover plus a masonry wall or opaque fence at least six feet (6') in height or a dense evergreen hedge that will attain a height of at least six feet (6').
- (3) Refuse and Recycling. Refuse and recycling containers shall be screened by solid fences or walls

constructed to a minimum height of six feet (6') and designed to match the building materials of the primary building on the site and the Engineering Standards. Where feasible, enclosures for refuse and recycling containers shall be sited to the rear or side of a building, or in a location where visibility from public rights-of-way is minimized.

- (4) The Zoning Administrator may require additional landscaping when necessary to screen exterior storage, loading areas or security lights from public streets or adjacent residential properties.
- (5) When not otherwise specified screening shall consist of mature shrubs and shall be maintained at a minimum height of four feet (4').

11-4-5: OFF-STREET PARKING AND LOADING.

(A) General Standards.

- (1) Off-street parking and loading spaces shall be provided with and on the same lot as the use that the parking serves, except as otherwise allowed in this Code.
- (2) A change of use or occupancy, or the intensification of use of any building shall require additional off-street parking as set forth in Section 11-4-5(B).
- (3) The Zoning Administrator may approve off-street parking provided on a separate lot or parcel if:
 - (a) The distance between the off-street parking on a separate lot or parcel is within six hundred feet (600') of the main entrance to a non-residential use, or one hundred feet (100') to a residential use for which the parking is intended to serve.
 - (b) The off-street parking is guaranteed on the separate lot or parcel in writing, by its owner or lessee, for a minimum of five (5) years, and the written guarantee is submitted with the application for a building permit.
 - (c) All shared off-street parking spaces shall provide pedestrian access to the building entrance by way of pedestrian alleys and passages, or by way of public sidewalks in the streetscape.
- (4) Off-street parking and loading facilities as existed as of the date of this ordinance shall not be further reduced unless substitute off-street parking and loading space is provided which complies with the provisions of this Section.
- (5) Off-street parking or loading facilities are allowed in excess of those required by this Code, provided that the facilities comply with the all other regulations of this Section.
- (6) Required off-street parking areas shall be used exclusively for vehicle parking in conjunction with a permitted use and shall not be reduced or encroached upon in any manner, except during special events.
- (7) Maintenance of the required off-street parking and loading facilities shall be a continuing obligation of the property owner so long as the use requiring such vehicle parking or vehicle loading facilities continues.
- (8) It shall be unlawful for an owner of any building or use to discontinue or dispense with the required off-street parking or loading facilities without providing other off-street parking or loading area which meets the requirements of this Code.

(B) Parking Requirements.

- (1) Table 11-4-2 Off-Street Parking Requirements shall be used to determine the number of required off-street parking spaces by the type of use. Most land uses fall within one (1) of four (4)

categories: residential, commercial, industrial or special use as defined by this Zoning Code. There is one (1) general parking standard for all uses in each of those four (4) categories. If a specific land use classification is called out in the table, a special parking standard for that classification shall apply as indicated in the table.

- (2) The required off-street parking for any use not listed in Table 11-4-2 Off-street Parking Requirements shall be determined by the Zoning Administrator, utilizing comparison of uses that are listed.
- (3) The Zoning Administrator may waive off-street parking requirements for any proposed use in the CC and TN Zones that replaces a similar use (if that use relied upon on and off-site parking) and where the proposed use would not generate additional parking demands in the area.
- (4) The Zoning Administrator may reduce or waive a portion or all of the off-street parking requirements for a development, if the applicant can demonstrate that the use requested will not generate the parking demand as required in Table 11-4-2 Off-street Parking Requirements. The Zoning Administrator may request additional information from the applicant to determine if there is sufficient parking for the development. The Zoning Administrator's determination of the required off-street parking shall be based on the following criteria:
 - (a) The characteristics of the specific use, including hours of operation, employees, customer or clients, or other factors that affect parking demand.
 - (b) Uses near the property and the potential for parking demand to infringe on adjoining properties.
 - (c) Information generated from a traffic study, if prepared, forecasting the expected traffic and parking needs expected from the use;
 - (d) The availability of on-street, shared, and/or public parking within the vicinity of the use; and/or
 - (e) The availability of public transit, vanpooling or other alternative transportation to serve the use.
- (5) When determination of the number of off-street parking spaces results in a requirement of a fractional space, any fraction of one-half (1/2) or more shall be counted as one (1) required parking space.
- (6) For uses in which benches or pews are used in place of seats, each eighteen inches (18") of length of such benches or pews shall be counted as the equivalent of one (1) seat.
- (7) For all residential uses, the off-street parking area required shall be enclosed in a garage or carport, or open parking and yard areas of at least ten feet (10') by twenty feet (20') at a minimum in space.
- (8) For all commercial uses, one (1) off-street parking space for each service or delivery vehicles

housed at the site shall be required, in addition to the parking requirements set forth in Table 11-4-2 Off-street Parking Requirements.

Table 11-4-2: Off-street Parking Requirements

USE	SPACES
RESIDENTIAL	
Boarding and Rooming houses	1 per bedroom
Dwelling Unit, Accessory	1
Dwelling Single unit	2
Dwelling Multi-unit	1 per bedroom but no more than 2 per unit
Dwelling Unit in the CC Zone	1 per unit
Housing for persons over 62 (senior housing)	1 per unit
Residential Care Facility	1 per 3 sleeping rooms
COMMERCIAL/SERVICES	3 per 1000 ft ²
Amusement Center	5 per 1000 ft ²
Assembly including clubs, entertainment and cultural facilities, religious institutions	1 per 3 fixe seats or 35 ft ²
Daycare	1 per employee at full occupancy
Drinking Establishment	10 per 1000 ft ²
Eating Establishments over 3,000 square feet	10 per 1000 ft ²
Health Care and Social Services	5 per 1000 ft ²
Lodging Facility	0.8 per sleeping room (assembly space calculated separately)
Vehicle and Equipment Sales	1 per 1,000 ft ²
Uses within the TN Zone	1 per 500 ft ²
INDUSTRIAL	2 per employee of the largest shift
SPECIAL PURPOSE	
Hospital	2 per bed
Elementary and Junior High Schools	1 per classroom plus 5 in addition
High Schools	1 per 5 students
Public Service Facilities. No space is required for facilities requiring only occasional maintenance with no on-site employees.	1 per 2 employees on the largest shift or 1 per 600 ft ² of offic space whichever is greater.

(C) Parking Credits for Nonresidential Uses.

- (1) On-street Parking Credit. On-street parking, for streets with a local classification may be used as a credit to the parking requirement at a rate of one (1) credit for every on-street parking space that abuts the lot associated with the parking requirement.
- (2) Bicycle Parking Credit. Bicycle parking facilities within two hundred (200') of the primary building entrance may be used as a credit at a rate of one (1) credit for every four (4) bicycle parking spaces, up to a maximum of ten percent (10%) of the required vehicle parking.
 - (a) Shower Facilities. Non-residential buildings which provide shower and changing room facilities for employees may reduce their parking requirement by one (1) parking space for each two hundred and fift square feet (250 ft²) of shower and changing room facility.
- (3) Transit Access Credit. Off-street parking requirements for uses within six hundred feet (600') of

a public transit stop may be reduced by up to ten percent (10%) of the required vehicle parking. The Zoning Administrator may approve the transit access credit based on an assessment of the mix of use, the accessibility and frequency of the transit routes, and the likelihood of the proposed use in generating transit ridership.

(D) Shared Parking.

- (1) Two (2) or more buildings or uses may share the same off-street parking area(s). Where parking areas are shared, the total number of off-street parking spaces provided shall not be less than the sum of the parking space requirements imposed by this Code for all buildings or uses served by shared parking, except where a reduction in parking space requirements is permitted as set forth below.
- (2) The Zoning Administrator may authorize a reduction from the off-street parking requirements when it has been demonstrated that the total of parking spaces for multiple uses is not needed, using the criteria set forth Section 11-4-5B of this Code.

(E) Parking Location.

- (1) In residential zones, off-street parking shall not be permitted in the required front or side setback that faces on a public street, except for permitted driveways. Parking is permitted in other required side and rear setbacks.
- (2) In non-residential zones, off-street parking is permitted in the required setback areas, except when landscaping is required contiguous to public streets, provided that a protective curb shall be installed not less than two feet (2') from the property line in order to prevent the use of the sidewalk for parking, bumper overhang and travel purposes, and to protect landscaping.
- (3) No portion of the areas required for visibility by Section 11-4-7A, Clear View Triangle shall be occupied by a parking space.
- (4) In the R&D Zone, no off-street parking shall be located in front and side setbacks facing on a public street except for permitted driveways.

(F) Parking and Parking Lot Design. Parking area shall be designed and maintained as not to constitute a nuisance at any time and shall be used in such a manner that no hazard to persons or property or unreasonable impediment to traffic will result. Further, parking lots shall be designed to have shared functional connections with adjoining uses, including shared access from the street, shared parking and service access, and shared pedestrian circulation between uses. A site plan showing the proposed layout and development of parking and loading areas in compliance with the requirements of this Section shall be submitted and approved by the Zoning Administrator prior to the issuance of a building permit.

- (1) Parking Spaces. A parking space shall be designed to be a minimum of nine feet (9') in width and twenty feet (20') in length, exclusive of driveways, drive aisles and other required improvements. Exceptions to this standard are allowed as follows:
 - (a) A parking space contiguous to landscaping at least eight feet (8') in width, may be reduced to nineteen feet (19') in length.
 - (b) Employee parking, when so signed and designated, and stalls within a parking structure may be reduced to eight and one-half feet (8 ½') in width and nineteen feet (19') in length.
 - (c) Spaces within parking structures shall be eight and one-half feet (8 ½') in width and eighteen feet (18') in length. Drive aisle dimensions shall be consistent with Table 11-4-3

Standards for Drive Aisle Widths. Structural columns may encroach up to six inches (6") into parking spaces.

(2) Compact Parking Spaces.

- (a) A maximum of ten percent (10%) of the total spaces provided may be designed, designated, and used for compact size vehicles.
- (b) A compact parking space shall be designed to be a minimum of eight feet (8') in width and sixteen feet (16') in length, exclusive of driveways, drive aisles and other required improvements.
- (c) Compact spaces shall be clearly marked.

(3) Circulation Within Parking Areas. The pattern of circulation within all parking areas shall be designed and built to provide safe and efficient access to individual parking spaces and to facilitate safe access to public streets.

- (a) Table 11-4-3 Standards for Drive Aisle Widths shall be used to determine the drive aisle width based on the parking configuration and circulation pattern:

Table 11-4-3: Standards for Drive Aisle Widths

Circulation Pattern	Parking Angle	Drive Aisle Width for Standard space
Two-way	All	24'
One-way and Two-way	90°	24'
One-way	30°	13'
One-way	45°	15'
One-way	60°	18'

- (b) Where one-way circulation is provided, directional signs shall be installed at all access points to the parking area.
 - (c) No parking area shall be designed so that circulation from one portion of the area to another relies on a public street.
 - (d) No parking area, except those serving single-unit dwellings, shall be designed or constructed to create a situation that requires vehicles to back onto a public street.
- (4) Access to Parking Areas. Access shall be provided for safe ingress to and egress from all parking and loading areas. Each parking and loading space shall be easily accessible to the intended users.
- (a) The most current edition of The Access Management Plan shall be used to determine the minimum distance required between parking access and other intersections.
 - (b) Parking areas shall be located and designed to minimize access points to arterial streets by using non-arterial streets or alleys.
 - (c) The distance from an access point to an intersection shall be measured from the junction of the extended curb lines of the intersecting streets to the nearest side of the access drive.
 - (d) The design and construction of accesses to public streets shall be in accordance with the Standard Engineering Drawings and Specification adopted by the City.
 - (e) Visibility at all points of access shall be in accordance with Section 11-4-7A, Clear View Triangle, of this Chapter.

- (5) Protecting Pedestrians. Walkways shall form a logical, safe and convenient system for pedestrian access to all structures, project facilities and principle off-site pedestrian destinations.
 - (a) There shall be safe pedestrian access around or through all parking areas.
 - (b) Where a parking area driveway or drive aisle crosses a pedestrian way, the pedestrian crossing shall be clearly indicated with a change in pavement texture or painted stripes or other method approved by the Zoning Administrator.
- (6) Lighting. All sources of parking and loading area illumination shall be shielded and directed downward so as not to produce direct glare on adjacent properties.
- (7) Hard Surface. All parking areas in any zone and including access points and driveways, shall be developed and maintained with asphalt, concrete, or other hard surfaces approved by the Zoning Administrator and City Engineer.

(G) Landscaping.

- (1) All parking areas of more than five (5) vehicles shall provide a peripheral landscape buffer between the parking area and existing residential uses; land designated for residential use in the City's Comprehensive Plan; existing schools; nursing homes, hospitals, and other institutions for long term human care. The minimum effective buffer shall include at least a seven foot (7') wide planting strip with trees and ground cover; and a masonry wall or opaque fence at least six feet (6') in height, or a dense evergreen hedge that will attain a height of at least six feet (6') within five (5) years.
- (2) All commercial and industrial loading areas shall provide a peripheral landscape buffer between the loading area and existing residential uses or land designated for residential use in the City's Comprehensive Plan. The minimum effective buffer shall include at least a seven foot (7') wide planting strip with trees and ground cover plus a masonry wall at least six feet (6') in height.
- (3) The requirements of one (1) through two (2) in this Section may be superseded by the installation of the more extensive buffering requirements of the PT Overlay Zone.
- (4) All parking areas including more than twenty-four (24) parking spaces, shall have interior landscaping that includes trees and appropriate ground cover.
 - (a) The minimum interior landscaping area shall be ten percent (10%) of the total area of parking spaces and aisles that do not immediately abut a peripheral buffer required by another provision of this Zoning Code or a voluntarily provided peripheral buffer that meets the minimum standard of Section 11-4-5G (1), above for peripheral buffers.
 - (b) The interior landscaping shall be designed to highlight pedestrian ways through the parking area and to break large parking areas into smaller bays.

(H) Loading Requirements.

- (1) Required Off-Street Loading Space.
 - (a) One (1) off-street loading space shall be provided and maintained for every building or separate occupancy having a gross floor area of ten thousand square feet (10,000 ft²) or more that requires the receipt or distribution of goods, material, merchandise or supplies by vehicle.
 - (b) One (1) additional loading space shall be provided for each additional twenty thousand square feet (20,000 ft²) of gross floor area of such building or for each vehicle which must be loaded or unloaded at the same time, whichever is greater.

- (c) The Zoning Administrator may permit off-street loading facilities for two (2) or more buildings in commercial, industrial, or special purpose zones to be combined.
 - (d) Required off-street loading space shall be provided on the same lot as the building or principal use.
 - (e) The Zoning Administrator may authorize the use of substitute loading facilities where:
 - (i) The substitute off-street loading facilities are located on a contiguous property; and
 - (ii) Use of public streets or alleys will not be required in loading and unloading activities, and all such activities can be conducted from public rights-of-way.
 - (f) In the LC and LM Zones, all loading and unloading areas shall be screened from view of public streets.
 - (g) For Day Care uses, all uses shall provide at least one (1) safe and properly marked passenger loading area. Passenger loading areas may be at the curb on local streets but shall be off-street if located on an arterial or collector street as designated in The Access Management Plan.
- (2) Passenger Loading Areas Requirements.
- (a) Pedestrian street crossings shall not occur within passenger loading areas and all such areas shall be located in areas where there is adequate visibility for safe use of the area.
 - (b) Curbside passenger loading areas on local streets shall be at least sixty feet (60') long, include a depressed curb section for accessibility of individuals with a disability, and marked by signs facing both traffic lanes.
 - (c) Off-street passenger loading areas on collector or arterial streets shall accommodate one-way traffic only; shall be at least sixteen feet (16') wide; separated from the street by a curbed barrier at four feet (4') in width (landscaping of this barrier is recommended but not required), and at least sixty feet (60') long; include at a minimum one (1) ADA compliant curb section for access to structures; and be appropriately signed.
 - (d) Installation of signs shall be under the supervision of the City of Idaho Falls and in accord with the Manual of Uniform Traffic Control Devices.

11-4-6: SEWAGE DISPOSAL.

Where domestic sewage disposal facilities are to be used and are not connected to a public sewer, approval of such facilities shall be obtained from the City Public Works Department and the State of Idaho Department of Environmental Quality prior to the approval of a building permit. This provision shall in no way abrogate other ordinances or laws requiring connections to public sewers.

11-4-7: STREETS AND ACCESS.

(A) Clear View Triangle.

- (1) To ensure reasonable visibility and safety in all zones that require buildings to be set back from the right-of-way line, a clear view triangle shall be established by drawing a line between the points on the two (2) lot lines, which points are each thirty feet (30') from the intersection of

said lot lines. This clear view triangle shall be free from structure or other obstructions, except as otherwise permitted in this Section.

- (2) Any triangle of land formed along any street by drawing a line between a point on the lot line parallel to the street (which point is fifteen feet (15')) from an alley or driveway which abuts the street) and a point on the near side of the alley or driveway (which point is fifteen feet (15')) from the lot line) shall be free from structures or other obstructions, except as otherwise permitted in this Section.
- (3) Trees in such clear view triangles shall have no branches or leaves from the ground level to at least eight feet (8') above the curb.
- (4) Shrubs, fences and walls in such triangles shall not exceed three feet (3') in height.

(B) Effect of the Street Plan.

- (1) The establishment of planned street widths and building setback lines is necessary to ensure that there is light and air; to provide adequate visibility when entering or exiting the streets; to provide a minimum setback for buildings away from the noise and fumes of traffic to promote safety; to reduce congestion; and to provide space for landscaping, both now and in the future, when all streets and highways have been widened to their ultimate width.
- (2) For buildings contiguous to a street, the front yard and side yard facing a street shall be measured from the right-of-way line including where a street has not yet been constructed to its planned width.
- (3) Access points to public streets shall be designed and constructed to meet the City Access Management Plan.

11-4-8: STRUCTURES AND BUILDINGS.

- (A) Accessory Buildings. The location and use of accessory buildings shall be governed by the following regulations:
- (1) Where an accessory building is attached to a main building, it shall be considered as part of the main building, and its use and location shall be governed by Zoning Code requirements applicable to main buildings.
 - (2) No accessory building or group of accessory buildings in any residential Zone shall cover more than thirty percent (30%) of the rear yard.
- (B) Boat Docks and Boat Landing Structures. Boat docks and landing structures shall be permitted along the shores of the Snake River when approved by the Council, subject to criteria set forth in Chapter 6 Administration and where the applicant demonstrates a public necessity for the facility and how the safety of the public and users will be protected.
- (C) Fences. No fence, wall, hedge, or other sight obscuring object or structure which is more than three feet (3') in height is allowed within fifteen feet (15') of the lot line contiguous to a street.
- (1) This subsection shall not be construed to permit any sight obscuring structure to exist in violation of the clear view triangle requirements of this Zoning Code.
 - (2) For the purposes of this subsection, a chain-link fence without slats shall not be considered sight obscuring.
- (D) Swimming Pools.

- (1) Swimming pools not completely enclosed within a solid walled building shall be set back at least five feet (5') from all property lines.
- (2) Swimming pools shall be completely surrounded by a fence of at least five feet (5') in height with no openings wider than thirty-six (36) square inches. Gates with self-closing and self-latching devices are exempted from this provision.
- (E) Moving of Buildings. Moving of any residential, commercial, or industrial building, from one site to another site within City limits, or from a site outside of the City to a site within the City, shall be permitted when approved by the Zoning Administrator, subject to the criteria set forth in Chapter 6 Administration.
- (F) Radio Towers and Antennas. When a radio tower or antenna is an accessory use to a radio studio:
 - (1) The maximum height of the tower and antenna shall be seventy feet (70').
 - (2) No more than two (2) microwave dishes less than five feet (5') in diameter shall be located on the tower.
 - (3) The base of the tower shall be setback at least one-hundred percent (100%) of the height of the tower from the closest property line of the nearest residence.

CHAPTER 5

OVERLAY ZONES REGULATIONS

- 11-5-1: PT Planned Transition Zone
11-5-2: Wireless Communications Towers and Antennas

11-5-1: PT PLANNED TRANSITION ZONE.

- (A) Purpose. The purpose of the PT Planned Transition Zones is designed to maintain land use compatibility and enhance the functioning of arterial streets by requiring conformity to performance standards as set forth in this Section.
- (B) Allowed Uses and Structures. Multi-unit residential and commercial uses except as noted below, and accessory structures and utilities.
- (1) The Standard Land Use Coding Manual, 1977 Edition, shall be used when identifying uses that are not allowed in the PT zone. Uses not allowed include classification 521 (Lumber and other building materials – retail), 5211 (Lumber yards – retail), 5212 (Building materials – retail), 5252 (Farm equipment 0 retail), 5511 (Motor vehicles [new and used cars] – retail), 5512 (Motor vehicles [used cars only] – retail), 5520 (Tires, batteries, and accessories – retail), 5591 (Marine craft and accessories – retail), 5592 (Aircraft and accessories – retail), 5599 (other retail trade – automotive, marine craft, aircraft, and accessories, NEC), 582 (Drinking places [alcoholic beverages], 5820 (Drinking places [alcoholic beverages], 598 (Fuel and ice – retail), 637 (Warehousing and storage services), 641 (Automobile repair and services), 662 (Special construction and trade services), 674 (Correctional Institutions), 675 (Military bases and reservations), 721 (Entertainment Assembly), 722 (Sports assembly), 731 (Fairgrounds and amusement parks), 739 (Other amusements, NEC).
- (C) General Requirements.
- (1) No use shall be made of any property within the PT Zone without prior application and approval as set forth in Chapter 6 Administration of this Code.
 - (2) All development in the PT Zone shall comply with the requirements of this Code and the City of Idaho Falls Subdivision Ordinance, except where the performance standards established in this Section impose more stringent requirements, then the performance standards shall control.
- (D) Dimensional Standards.
- (1) Minimum Size. All development sites shall have a minimum size of at least thirty-thousand square feet (30,000 ft²). A waiver from the minimum lot size may be granted subject to the provisions for review set forth in Section 11-6-5H.
 - (2) Maximum Lot Coverage. Maximum lot coverage shall be fifty percent (50%) for multi-unit residential uses and seventy percent (70%) for commercial uses.
 - (3) Maximum Building Height. Maximum building height shall not be any higher than four feet (4') above the highest point of any building located on any property contiguous to the proposed use.
 - (4) Exceptions to the dimensional standards may be approved as set forth in Chapter 6 Administration of this Code.

(E) Performance Standards.

- (1) Access and Connections. All uses shall be designed to provide the following:
 - (a) Adequate access for emergency or public service vehicles and equipment.
 - (b) Shared functional connections with adjoining uses, including shared access from the street, shared parking and service access, and shared pedestrian circulation between uses.
 - (c) Sidewalks along streets and a safe and adequate system of pedestrian circulation within the property.
 - (d) Safe vehicular and pedestrian safety access to and from the site.
- (2) Traffic Generation. No uses shall generate traffic which:
 - (a) Decreases the level of service (LOS) one (1) level on the external street system, as defined in the most recent edition of the "Highway Capacity Manual," published by the Transportation Research Board.
 - (b) Is more than the capacity of the public streets serving it or of its own proposed access points to those streets.
- (3) Lighting.
 - (a) All sources of illumination shall be directed and, when necessary, shielded to avoid direct glare onto adjacent properties.
 - (b) No commercial use shall cause a level of illumination exceeding one-half foot (0.5') candles on any part of a contiguous residential area.
- (4) Buffering. All uses shall be effectively buffered to screen adjoining streets or uses from sight, sound, micro climatic or other adverse impacts. Such buffers shall be installed in accordance with the standards set forth below:
 - (a) The effectiveness of a proposed buffer shall be evaluated based on its width, height, density, the nature of the materials selected, and plans for its maintenance. Use of fences or walls only as buffers is generally ineffective and should not be allowed except where needed for site security or where space is extremely limited.
 - (b) Whenever practical, existing trees shall be saved and used in buffers or other landscaping on the site.
 - (c) All commercial uses shall provide an effective buffer along arterial streets that includes street trees in a ten foot (10') wide planting strip, and an effective landscaping or shrubbery buffer between the sidewalk and parking lots and buildings.
 - (d) Where high density residential uses border an arterial street, parking shall be used as part of a buffer that includes street trees in a ten foot (10') wide planting strip, the sidewalk, and an effective buffer between sidewalk and the parking area.
 - (e) All uses shall provide a buffer along non-arterial streets, including street trees at forty foot (40') centers in an eight foot (8') wide planting strip between the sidewalk and parking lots or buildings. The buffer shall cause the non-arterial streets to appear residential in character, even when used for access to commercial uses.
 - (f) All uses provide an effective buffer for adjoining residential uses along their side or rear property lines or the alley.

- (g) All parking lots containing twenty-four (24) or more parking spaces shall have an effective buffer from the adjoining street, consisting of a berm, landscaping or a combination of both.
 - (h) Outdoor storage, loading, and service areas shall be screened from public streets or adjoining properties. Separate screening is not required where required buffers fulfil this standard.
- (5) Hours of Operation. A commercial use within the PT Zone shall not be open to the public between the hours of 11:00 p.m. and 6:00 a.m.

11-5-2: WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS.

- (A) Purpose. The purpose of regulations for wireless communications towers and antennas is as follows:
- (1) Protect residential areas and land uses from potential adverse impacts of towers and antennas.
 - (2) Encourage the location of towers in non-residential areas.
 - (3) Minimize the total number of towers throughout the community.
 - (4) Strongly encourage the joint use of new and existing tower sites as a primary location rather than construction of additional single-use towers.
 - (5) Encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal.
 - (6) Encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful design, siting, landscape screening, and innovative camouflage techniques.
 - (7) Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently.
 - (8) Consider the public health and safety of communication towers.
 - (9) Avoid potential damage to contiguous properties from tower failure through engineering and careful siting of tower structures.
- (B) Applicability. The provisions of this Section shall apply to the siting, design, and maintenance of all towers and antennas in the City of Idaho Falls except for the following:
- (1) Amateur radio station operators and receive only antennas under seventy feet (70') in height; and owned and operated by a federally-licensed amateur radio station operator or used exclusively for receive only antennas.
 - (2) Towers and antennas existing prior to September 14, 2000, that meet the requirements of State or Federal Law and comply with adopted City building and electrical codes.
 - (3) Radio and TV towers and antennas that are accessory uses for radio and television stations where permitted in the Zone, unless modified for collocation as specified in this Section.
- (C) Local, State or Federal Requirements.
- (1) All towers shall comply with current minimum standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas.

- (a) If the standards and regulations are changed, then the owners of the towers and antennas governed by this ordinance shall bring such towers and antennas into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency.
 - (b) Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.
 - (2) All towers shall comply with standards contained in the International Building Code, and the National Electric Code, as adopted by the City.
- (D) Permitted Antennas and Towers.
- (1) Antennas attached to any commercial, industrial, professional, institutional, or multi-family structure of eight or more dwelling units as set forth in Section 11-6-5D, provided the antenna does not extend more than thirty feet (30') above the highest point of the structure.
 - (2) Antennas attached to an existing towers.
 - (3) Cable microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.
 - (4) Antennas placed and concealed within structures.
 - (5) Antennas attached to a light standard, flag pole, or similar structure on a commercial or institutional use, provided the antenna does not extend more than ten feet (10') above the highest point of the standard.
 - (6) Additional tower units added within the perimeter of an AM array.
 - (7) Antennas or towers located in the T-1 and T-2 Overlay Zones that comply with the provisions of those zones.
- (E) Colocation. In order to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one (1) carrier on existing towers shall take precedence over the construction of new towers, provided such collocation is accomplished in a manner consistent with the following:
- (1) A tower which is modified or reconstructed to accommodate the collocation of an additional antenna shall be of the same tower type as the existing tower, unless the Zoning Administrator allows reconstruction as a monopole.
 - (2) An existing tower in a T-2 Zone may be modified or rebuilt to a taller height to accommodate the collocation of an additional antenna.
 - (a) The modified height shall not exceed thirty feet (30') over the tower's existing height. This height change may only occur one (1) time per tower.
 - (b) The additional height shall not require an additional distance separation as set forth in Table 11-5-4 Separation from Off-Site Uses/Designated Areas. The tower's pre-modification height shall be used to calculate such distance separations.
 - (3) Onsite Re-location.
 - (a) A tower which is being rebuilt to accommodate the collocation of an additional antenna

may be moved onsite within fifty feet (50') of its existing location.

- (b) After the tower is rebuilt to accommodate collocation, the old tower must be removed.
 - (c) A relocated onsite tower shall be measured from the original tower location for purposes of calculating separation distances between towers pursuant Table 11-5-5 Distance Between Towers.
 - (d) The onsite relocation of a tower shall not come within the separation distances to residential units or residentially zoned lands as established in Table 11-5-4 Separation from Off-Site Uses/Designated Areas.
- (F) T-1 Overlay Zone Requirements. The purposes of the T-1 Overlay Zone are to permit towers of limited height on publicly owned property or commercial areas near major highways and existing towers. The height of the towers is limited due to the proximity of residences. Antennas or towers, and accessory structures and equipment associated with towers and antennas shall meet the following requirements:
- (1) The height shall not exceed ninety feet (90').
 - (2) The tower shall be constructed to permit another carrier to collocate.
 - (3) The base of the tower shall be at least one hundred percent (100%) of the height of the tower from the closest property line of the nearest residence.
 - (4) Towers shall meet the separation distances in Table 11-5-4 Separation from Off-Site Uses/Designated Areas and Table 11-5-5 Distance Between Towers.
 - (5) Towers and accessory structures shall meet the setback requirements of the underlying Zoning Zone.
 - (6) No equipment shelter shall produce noise levels separate or accumulative above 45dB as measured from the nearest property line on which the tower is located.
- (G) T-2 Overlay Zone Requirements. The purpose of the T-2 Overlay Zone is to permit towers on commercially or industrially zoned properties near major highways. These Zones are buffered from residential areas by natural or manmade features such as rivers and railroads or physical distance. Antennas or towers, and accessory structures and equipment associated with towers and antennas shall meet the following requirements:
- (1) Height.
 - (a) For a single user, up to ninety feet (90') in height.
 - (c) For two (2) users, up to one hundred-twenty feet (120') in height; and
 - (d) For three (3) or more users, up to one hundred-fifty feet (150') in height.
 - (2) Setbacks.
 - (a) Towers must be setback a distance equal to at least seventy five percent (75%) of the height of the tower from any public street.
 - (b) Guys and accessory buildings shall meet the setback requirements of the underlying Zone.
 - (c) No equipment shall produce noise levels separate or accumulative above 45dB as measured from the nearest property line of the closest residence.
 - (d) Towers shall meet the minimum separation requirements of Table 11-5-4 Separation from Off-Site Uses/Designated Areas and Table 11-5-5 Distance Between Towers.

Table 11-5-4: Separation from Off-Site Uses/Designated Areas

Separation From Off-Site Uses/Designated Areas	
Residential Zones or residential designations on the comprehensive plan	200' or 300% height of tower whichever is greater
Non-residentially zoned lands or land shown as commercial/industrial on comprehensive plan	Setback as required for main structures in the applicable Zoning Zone

Table 11-5-5: Distances Between Towers

Separation Distances Between Towers (In Feet)				
	Lattice	Guyed	Monopole 70' in height or greater	Monopole less than 70' in height
Lattice	2000	2000	1000	1000
Guyed	2000	2000	1000	500
Monopole 70' in height or higher	1000	1000	1000	500
Monopole less than 70' in height	500	500	500	500

(H) Measurement Interpretations.

- (1) In determining the dimensional requirements for the zoning regulations, including but not limited to setback requirements, lot-coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on leased parcels within such lot.
- (2) In determining tower separation from offsite uses/designated areas as set forth in able 11-5-4 Separation from Off-Site Uses/Designated Areas, distance shall be measured from the base of the tower to the lot line of the off-site uses and/or designated areas.
- (3) In determining tower separation from offsite uses/designated areas as set forth in able 11-5-4 Separation from Off-Site Uses/Designated Areas, tower setbacks and separation distances shall be calculated and applied to facilities located in Idaho Falls irrespective of municipal and country jurisdictional boundaries.
- (4) In determining separation distances between towers as set forth in Table 11-5-5 Distance Between Towers, the distance shall be measured between the proposed tower and preexisting tower(s). The separation distances shall be measured by drawing or following a straight line between the base of the existing tower and the proposed base, pursuant to a site plan of the proposed tower.
- (5) An AM array, consisting of one (1) or more tower units and supporting ground system which functions as one (1) AM broadcasting antenna, shall be considered one (1) tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of the towers included in the AM array.

(I) Design of Towers and Antennas.

- (1) Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color to reduce visual obtrusiveness unless the tower is a laminated monopole.

- (2) At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.
- (3) If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure to make the antenna and related equipment as visually unobtrusive as possible.
- (4) Lighting. Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views.
- (5) Signs. No advertising signs shall be allowed on an antenna or tower.

(J) Accessory Structures to Antennas or Towers.

- (1) Accessory structures shall not contain more than one hundred-twenty square feet (120 ft²) of gross floor area or be more than twelve feet (12') in height.
- (2) Accessory structures shall comply with all applicable building codes and the zoning Zone setback requirements.
- (3) Accessory structures located in a residential zone, shall be screened by an evergreen hedge with a minimum height of forty eight inches (48").
- (4) Light standards, utility poles or similar existing structure on which the antenna is placed shall not be required to meet the setback requirements of the zoning Zone or the separation distances in this Section.

(K) Removal of Abandoned Antennas and Towers.

- (1) Any antenna or tower that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of such antenna or tower shall remove the same within ninety days of receipt of notice from the City notifying the owner of such abandonment.
- (2) Failure to remove an abandoned antenna or tower within ninety (90) days shall be grounds to remove the tower or antenna at the owner's expense.
- (3) If there are two (2) or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

(L) Nonconforming Towers and Antennas.

- (1) No Expansion of Nonconforming Use. Towers constructed and antennas installed in accordance with the provisions of this Code shall not be deemed to constitute the expansion of a nonconforming use or structure.
- (2) Pre-existing towers. Preexisting towers shall be allowed to continue their usage as they presently exist.
 - (a) Routine maintenance (including replacement with a tower of like construction and height) shall be permitted on such preexisting towers.
 - (i) When a tower using guy wires is replaced with a tower without guy wires, the height may be increased by ten feet (10').
 - (b) Construction other than routine maintenance on a preexisting tower shall comply with the requirements of this Code.

- (3) Damaged or Destroyed Nonconforming Towers or Antennas. Notwithstanding requirements on the removal of abandoned antennas and towers, nonconforming towers or antennas damaged or destroyed may be rebuilt without having to meet the separation requirements specific in this Section.
- (a) The type, height, and location of the tower onsite shall be of the same type and intensity as the originally approved facility.
 - (b) Building permits to rebuild the facility shall be obtained within one hundred eighty (180) days from the date the facility is damaged or destroyed. If no permit is obtained or if a permit expires, the tower or antenna shall be deemed abandoned as specific by this Section.

CHAPTER 6 ADMINISTRATION

11-6-1	Purpose
11-6-2	Duties and Authorities
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11-6-1: PURPOSE.

The purpose of this Chapter is to set forth the roles, responsibilities, and processes in the administration of permits and decisions that are authorized by this Code consistent with Idaho Code.

11-6-2: DUTIES AND AUTHORITIES.

- (A) City Council. The City Council shall have the authority to set policy and legislation effecting land use and the administration of this Code, including fees as established by resolution of the Council. The Council shall act on:
- (1) Recommendations from the Planning and Zoning Commission in legislative actions and some quasi-judicial applications.
 - (2) Recommendations from the Board of Adjustment on quasi-judicial applications.
 - (3) Decisions on some quasi-judicial applications without prior recommendations from either the Planning and Zoning Commission or Board of Adjustment.
 - (4) Appeals of the Planning and Zoning Commission, Board of Adjustment and Zoning Administrator decisions.
 - (5) It shall be unlawful to erect, construct, move or structurally alter any building or structure, or any part thereof, until after a written permit to do so, has been issued by the Building Official
- (B) Planning and Zoning Commission. The Planning and Zoning Commission shall be the designated planning agency for the City. The Commission shall be responsible for final action on some site specific permits and for recommendations to the City Council on land use legislation, comprehensive plan amendments, and other policy matters. In undertaking these responsibilities, the Planning and Zoning Commission shall act as follows:
- (1) Provide for citizen meetings, hearings, surveys, or other methods to obtain advice on the planning process, comprehensive plan, and implementation.
 - (2) Promote a public interest in and understanding of the Planning and Zoning Commission's activities.
 - (3) Make recommendations to the Council concerning the comprehensive plan, planning process, or implementation of the comprehensive plan.
 - (4) Initiate proposed amendments to this Code and conduct a review of this Code from time to time.

- (5) Interpret the provisions of this Code and consistency of actions with the Comprehensive Plan.
 - (6) Conduct public hearings, make decisions and recommendations to the City Council based on the required finding and standards for applications as set forth in Section 11-6-4 of this Chapter.
- (C) Board of Adjustment.
- (1) The Board of Adjustment shall be responsible for decisions on site specific applications, including variances and some conditional use permits related to exceptions to this Code, and appeals of decisions made by the Zoning Administrator.
 - (2) In carrying out its responsibilities, the Board shall conduct public hearings, make decisions and recommendations to the City Council based on the required finding and standards for applications as set forth in Section 11-6-4 of this Chapter.
- (D) Zoning Administrator. The Zoning Administrator shall be the administrative official of this Code. In carrying out this responsibility, the Zoning Administrator or their authorized staff shall act as follows:
- (1) Interpret provisions in the enforcement and administration of this Code.
 - (2) Provide information to the public on planning and zoning matters.
 - (3) Receive and examine applications including, but not limited to, the following:
 - (a) Enter upon any property to make examinations and surveys.
 - (b) Determine the completeness of applications in providing the required information.
 - (c) Maintain records of all materials and correspondence related to land use applications.
 - (d) Maintain records of the Planning and Zoning Commission, Board of Adjustment and City Council hearings and actions.
 - (e) Transmit to the Planning and Zoning Commission, Board of Adjustment and City Council all applications related to their responsibilities as set forth in this Code.
 - (4) Review and act on minor ministerial permits, site plans, adherence to performance standards and compliance with the provisions of this Code.
 - (5) Enforcing the conditions and standards imposed on all permits granted by the city and permitted under this Code.
- (E) Summary of Actions/Decisions. Table 11-6-1 Summary of Actions/Decisions that follows is a list of the actions/decisions the City shall take in the administration of this code, the decision body responsible and the process and finding under which the action shall be granted.

Table 11-6-1: Summary of Actions/Decisions

Notes: BA = Board of Adjustment A = Appeal Process CC = City Council ADM = Administrative Process PZ = Planning and Zoning Commission P = Permit Process ZA = Zoning Administrator PH = Public Hearing Process				
Permit/Decision	Code Cross-reference	Recommending Authority	Final Decision-maker	Process
APPEALS				
Decisions of the Zoning Administrator	11-6-3E		BA	A
Decisions of the Board of Adjustment or Planning and Zoning Commission	11-6-4		CC	A
CONDITIONAL USE PERMITS				
All uses listed as conditional in the Tables of Uses	11-2-3, 11-2-4, and 11-2-5	PZ	A,BA,PZ,CC	PH
To Allow Structures Buildings Within Seventy-five feet (75') of the Banks of a Designated Natural Flood Channel	11-4-3		BA	PH
Minor amendment to a PUD	11-6-3I (9)		ZA	ADM
Major amendment to a PUD	11-6-3I (9)	PZ	CC	PH
PARKING AND LOADING				
To allow off-street parking on a separate lot	11-4-5A (3)		ZA	ADM
To determine the number of off-street parking spaces required for uses not listed in Table 11-4-2	11-4-5B (2)		ZA	ADM
To waive additional off-street parking for similar uses in the CC and TN Zones	11-4-5B (3)		ZA	ADM
To reduce or waive off-street parking requirements	11-4-5B (4)		ZA	ADM
To allow a transit access credit to reduce the number of required parking spaces	11-4-5C (3)		ZA	ADM
To allow a reduction in off-street parking in a shared parking situation	11-4-5D (2)		ZA	ADM
To approve a parking site plan	11-4-5F		ZA	ADM
To combine off street loading for two (2) or more buildings	11-4-5H (1)		ZA	ADM
To allow combined loading facilities	11-4-5H (1)		ZA	ADM
PERMITS				
Temporary construction use	11-2-6BB		BA	P
Temporary land use	11-2-6CC		ZA	ADM
Boat docks and boat landing facilities along the Snake River	11-4-8B		CC	ADM

Reconstruction of a monopole	11-5-2E (1)		ZA	ADM
Moving Structures	11-6-5D		ZA	P
PLANS				
Landscape Plan	11-4-4D (3)		ZA	P
Site plans	11-4-5F		ZA	P
WAIVER or EXCEPTIONS				
Variance	11-6-5G		BA	PH
Minimum lot size in PT Zone	11-6-5I	PZ	CC	P
ZONING				
Certificat			ZA	ADM
Code amendment	11-6-5I	PZ	CC	PH
Code enforcement	11-6-7		ZA	ADM
Map amendment	11-6-5I	PZ	CC	PH
Map interpretation	11-3-1C	BA	CC	P
Table of Allowed Uses Interpretation	11-2-2A (1)(3)		ZA	ADM
Amendments to Tower Overlay Zones (T-1 and T-2)	11-6-5J	PZ	CC	PH

11-6-3: APPLICATION PROCEDURES.

The purpose of this Section is to outline the application procedures for a permit or decision under provisions of this Code.

(A) Application Requirements.

- (1) All uses, structures, or work define by this Code as requiring review by the City Council, Planning and Zoning Commission, Board of Adjustment or Zoning Administrator must obtain the appropriate permit or permits prior to commencing the use, construction or alteration in or on any property within the City of Idaho Falls.
- (2) All requests for permits and decisions in accordance with this Code shall submit a complete application to the Zoning Administrator on forms approved and provided by the city.
- (3) Some requests for permits and decisions shall require additional application information.
- (4) All information and applications are preferred to be submitted electronically.
- (5) All applications shall be accompanied by a filin fee in an amount as set from time to time by City Council resolution.
- (6) No action shall be taken on an application until the application has been determined to be complete by the Zoning Administrator or their authorized staff.

(C) Action on the Application. After an application has been determined to be complete, an action or decision shall occur as follows:

- (1) For an administrative decision identifie as “ADM” on Table 11-6-1 Summary of Actions/Decisions, the Zoning Administrator shall act upon the application within thirty (30) days.
- (2) For a permit request identifie as “P” on Table 11-6-1 Summary of Actions/Decisions, the decision-making authority shall act upon the application within sixty (60) days.

- (3) For an application requiring a public hearing identified as on Table 11-6-1 Summary of Actions/Decisions, the initial hearing shall be held no later than sixty (60) days after the date of the determination of completeness, unless waived by the applicant.
- (D) Public Hearing Procedures. All applications subject to a public hearing as identified on Table 11-6-1 Summary of Actions/Decisions, shall follow the public hearing requirements consistent with Idaho Code.
- (E) Appeal Procedures for Decisions of the Zoning Administrator.
 - (1) The Board of Adjustment shall hear and decide appeals wherein it is alleged there is error in any order, requirement, decision, or determination made by the Zoning Administrator in the enforcement of this Code and shall have appellate jurisdiction over all decisions and rulings of the Zoning Administrator.
 - (2) Any citizen or person or any office or department of the City may appeal to the Board of Adjustment by filing a request in writing with the Zoning Administrator within fourteen (14) days from the grant or refusal of a permit by the Zoning Administrator.
 - (3) Notice of the public hearing on an appeal of the Zoning Administrator's decision shall be made in accordance with Idaho Code.
- (F) Expiration of Action on Applications. All application approvals shall expire one (1) calendar year from the date of approval unless:
 - (1) The city issues a building permit for the proposed improvement, development, or use prior to the expiration of the one (1) calendar year; or
 - (2) By condition of approval, a time period for completion of the application has been specified
- (G) Resubmittal.
 - (1) No application that has been denied by the City shall be resubmitted, in substantially the same form for the same use, within one (1) year from the date of denial.
 - (2) The Zoning Administrator may waive the one (1) year requirement and accept a new application, where the subject property is affected by amendments to the Comprehensive Plan or to this Code.
- (H) Certificate of Occupancy. No certificate of occupancy shall be issued for any approved application until the development has been inspected and determined to be in compliance with all terms and conditions of the permit, including but not limited to, proper installation of all required improvements.
- (I) Application Procedures for a Planned Unit Development (PUD).
 - (1) Applications for a planned unit development shall consist of three (3) procedural steps: pre-application conference, Planning and Zoning Commission hearing and recommendation to the Council, and hearing and final plan approval by the Council. With the concurrence of the Zoning Administrator, an applicant may combine the PUD hearings with the hearings required for associated subdivision applications or zoning zone changes.
 - (2) Prior to the filing of an application for a PUD permit, the applicant shall request and the Zoning Administrator shall schedule a pre-application conference with the Planning Division staff and other City staff, as deemed necessary.
 - (a) A pre-application conference with the Planning Division staff is mandatory for all PUD proposals.

- (b) At the pre-application conference, the applicant shall submit a sketch plan of the proposed PUD and shall outline and generally discuss the nature of the development and proposed land use. This step represents an opportunity to identify any major problems that may exist and identify solutions to those problems before formal application.
- (3) Applications shall be filed not later than one hundred and twenty (120) days after the date of the pre-application conference.
 - (a) All applications for a permit shall include information required by the Zoning Administrator.
 - (b) The contents of the application shall be of sufficient clarity, quality and detail to allow the City to determine compliance with the performance standards of this article and the other standards imposed by this Code.
- (4) Applications for a PUD shall be reviewed as a conditional use and shall follow the public hearing requirements consistent with Idaho Code.
- (5) The Planning and Zoning Commission shall review the application for compliance with Section 11-2-6W of this Code.
 - (a) If the Commission finds that the proposed plan and uses do not comply with Section 11-2-6W of this Code, it shall make a finding in writing specifying the reasons why the application is not in compliance with such standards and shall deliver the same to the applicant and the Council within forty-five (45) days.
 - (b) The Commission may, at any time, recess the public hearing to a later date and no further public notice shall be necessary, provided the motion to recess and the date of the recessed hearing is duly noted in the minutes of Planning and Zoning Commission.
 - (c) Following the conclusion of the public hearing, the Commission shall forward its recommendation in writing to the Council, which recommendation shall include proposed findings in accordance with its recommendation.
- (6) The applicant may, at any time prior to the consideration of the application by the Council, request that application be withdrawn and resubmitted at a later date to the Commission for purpose of making modification recommended by the Planning and Zoning Commission. In the event the applicant requests reconsideration of the application within ninety (90) days after the date of the hearing before the Planning and Zoning Commission, no filing fee shall be required for such amended application.
- (7) Upon receipt of the recommendation of the Commission, a public hearing before the City Council shall be held, and the Council shall approve or deny the application.
 - (a) If the Council denies the application, it shall prepare specific written findings indicating the basis of its denial and the performance standards not met by such application.
 - (b) If the Council approves the application, it shall adopt the findings of the Commission, together with any additional findings or modification it deems necessary, and order the Zoning Administrator to issue a permit which incorporates the representations made in the application and any other conditions required by the Council in order to ensure compliance with this article.
- (8) Approval of the PUD shall expire if no effort is made to complete the PUD within eighteen (18) months from the date of Council's approval of the development plan.
 - (a) The Planning and Zoning Commission may grant a written extension for twelve (12) months based on demonstrated cause.

- (b) For phased PUDs, the PUD or subsequent phases of the initial PUD shall expire automatically if the phases outlined in the development plan are not completed according to the approved phasing schedule identified in this Section.
- (9) PUD amendments shall follow the following procedures for minor and major changes. Amendments shall be in keeping with previous phases or approved PUD development plans and shall meet the same objectives as the original PUD. If the proposed amendment is intended to alter the previously approved plans objectives the applicant will justify how the amendment fit within the whole of the development.
- (a) Minor changes to a PUD planned unit development may be approved administratively and in writing whereupon a permit may be issued. Such changes may be authorized without additional public notice at the discretion of the Zoning Administrator. Changes not specifically identified below shall constitute a major change. Minor changes shall be defined as follows:
 - (i) A change of less than five percent (5%) in the approved number of residential dwelling units, provided an increase will not exceed the permitted density of the Zone.
 - (ii) A change of less than five percent (5%) in the amount of commercial square footage within the development.
 - (iii) A change in location or layout of approved common areas and amenities provided there is no decrease.
 - (iv) A change in building location or placement less than twenty percent (20%) of the building width.
 - (b) Major changes to a PUD must follow the same review, public notice and hearing process required for approval of the initial PUD Planned Unit Development. Major changes shall include, but not be limited to the following:
 - (i) A change in the character of the development.
 - (ii) A change of greater than five percent (5%) in the approved number of residential dwelling units.
 - (iii) A change of greater than five percent (5%) in the amount of commercial square footage within the development.
 - (iv) A reduction in the approved common space and/or amenities provided.
 - (v) A change in the location and placement of buildings greater than twenty percent (20%) of the building width.
 - (vi) An increase in the number of lots above what was approved through the preliminary plan review.
 - (vii) Any other change to the plan not defined herein as a minor change.

11-6-4: DECISION-MAKING PROCEDURES.

The purpose of this Section is to describe the manner in which decisions are rendered, the responsibilities in making decisions and the process for appeal of decisions.

- (A) General Provisions.
 - (1) All decisions and any conditions for the approval of any permit shall be set forth in writing.
 - (2) Any city decision-making body may impose conditions upon the approval of any permit, provided such conditions are reasonably necessary to implement or achieve the requirements of this Code.
- (B) Decisions of the Board Adjustment and Planning Commission.
 - (1) A majority vote of the members present shall be necessary to decide upon any matter upon which a vote is required to pass.
 - (2) For applications that do not require the approval of the City Council, the Planning and Zoning Commission shall approve or deny the application on a majority vote.
 - (3) If the application requires approval by the City Council, the Planning and Zoning Commission or Board of Adjustment shall forward its recommendations to the Council. The Council shall, within a reasonable time, hold at least one (1) public hearing to consider the application.
 - (4) Written notice of decisions of the Board of Adjustment and Planning and Zoning Commission, including conditions and Reasoned Statement of Relevant Criteria and Standards, shall be sent within five days to the applicant and/or their representative, and all persons who have requested a copy of the decision.
- (D) Appeal Procedures for Board of Adjustment and Planning and Zoning Commission Decisions.
 - (1) Decisions of the Board of Adjustment and Planning and Zoning Commission shall be final unless a written appeal is made to the City Council within fourteen (14) days of the date of the written notice of decision described above in paragraph Section 11-6-4B (4).
 - (a) The written notice of appeal shall be filed with the Zoning Administrator and shall set forth the objections to the decision made by the Board of Adjustment or Planning and Zoning Commission.
 - (b) Upon receipt of the appeal, the Zoning Administrator shall forward to the Council the record of the Board of Adjustment or Planning and Zoning Commission, including the Reasoned Statement of Relevant Criteria and Standards, adopted by the Board or the Commission.
 - (2) The concurring vote of a majority of the members of the City Council shall be required to reverse any requirement, decision, or condition of the Board of Adjustment or Planning and Zoning Commission.
 - (3) Any person aggrieved by a decision of the Council may seek recourse as provided in Idaho Code, as amended.

11-6-5: DECISION-MAKING CRITERIA.

The purpose of this Section is to identify the criteria for review and decision on certain types of applications and the required Reasoned Statement of Relevant Criteria and Standards (Randy statement) consistent with Idaho Code.

- (A) Appeal of Decisions of the Zoning Administrator. The Board of Adjustment is empowered to reverse, or affirm wholly or partly, or modify the order, requirement, decision, or determination of the Zoning Administrator.

(B) Conditional Use Permit.

- (1) The City Council, Board of Adjustment or Planning and Zoning Commission shall approve or deny a conditional use permit application and shall issue written Reasoned Statements of Relevant Criteria and Standards and in accordance with Idaho Code.
- (2) In the event an application is denied, the City Council, Board of Adjustment or Planning and Zoning Commission may make recommendations to the applicant or set forth conditions under which it would approve the application and the applicant may resubmit their application.
- (3) In addition to the conditions specified by the Zoning Code for conditional uses in each particular Zone, the City Council, Board of Adjustment, or Planning and Zoning Commission may impose additional conditions, including, but not limited to:
 - (a) Minimizing adverse impact on other developments or adjacent properties.
 - (b) Controlling the sequence and timing of development.
 - (c) Controlling the duration of development.
 - (d) Assuring the development is maintained properly.
 - (e) Designating the exact location and nature of development.
 - (f) Requiring landscaping of on-site or off-site public facilities or services.
 - (g) Restricting the hours of operation of any business or other commercial activity conducted on the premises.
 - (h) Such other conditions as may be necessary to preserve the character and harmony of the zone and avoid conflict with the general characteristics of the area designated in the Comprehensive Plan.
- (4) Prior to granting a conditional use permit, the City Council or Planning and Zoning Commission may require studies of the social, economic, fiscal or environmental effects of the proposed conditional use, and may require the submission of a development plan as set forth in Section 11-3-6B of this Code.
- (5) A conditional use permit is not transferable from one (1) parcel of land to another.
- (6) Abandonment of or non-use of a conditional use permit for a period of twelve (12) consecutive months shall terminate said conditional use permit, and any privileges granted shall be null and void.
- (7) Failure to comply with the conditions of approval for a conditional use permit shall be cause for termination of the approval and shall be deemed to be a violation of this Code.

(C) Conditional Use Permit to Allow Structures Buildings Within Seventy-Five feet (75') of the Banks of a Designated Natural Flood Channel may be approved subject to the following conditions:

- (1) Adequate measures are taken to insure the uninterrupted flow of water during floods
- (2) Adequate measures are taken to protect the building or structure from damage due to floods
- (3) Flood damage hazard to surrounding land and improvements will not be increased as a result of the construction of a building or structure for which a permit is requested.
- (4) All structures will be located in accordance with the plan of flood drainage adopted by the Council.

- (5) Applicant has submitted a complete Flood Elevation Certificate
- (D) Permit for Moving a Building, Including Locating a Mobile or Manufactured Home on a Permanent Foundation.
 - (1) The building and lot on which the building is to be located conform to the requirements of this Code.
 - (2) All dedications and improvements, as required by the City for streets and facilities and buildings, shall be provided in conformity with the standards of the City.
 - (3) For mobile homes, the applicant must provide certification from the State of Idaho and the Department of Housing and Urban Development that the structure meets all applicable codes making the structure suitable for human occupancy.
- (G) Variances.
 - (1) A variance is a permit issued by the Board of Adjustment pursuant to Idaho Code.
 - (2) A variances may be issued for the area, width, location, height, and lot coverage requirements as set forth in Chapter 3 Zoning Regulations and Chapter 5 Overlay Zones Regulations of this Code and from the regulations in Chapter 4 Design and Development Regulations of this Code which regulate the manner in which conforming uses are developed.
 - (3) Approval of a variance shall be based on the following findings
 - (a) Undue hardship results from physical limitations on development unique to the property upon which the variance is requested and such hardship is not generally applicable to other properties in the same Zone.
 - (b) Such hardship is not economic in nature not has it been created by the owner of the property or occupant.
 - (c) Granting the variance will not be in conflict with the public interest or create a nuisance or potential harm to the neighborhood in which the lot is located.
- (H) Waiver from the Minimum Lot Size of Thirty Thousand Square Feet (30,000 ft²) in the PT Zone.
 - (1) A waiver maybe allowed based on the following findings
 - (a) That the use cannot be practicably developed without the reduced minimum lot size.
 - (b) That the applicant can satisfy the performance standards set forth by use of the improvements, premises and facilities of a contiguous use.
 - (2) The issuance of a permit for a use having less than thirty thousand square feet (30,000 ft²) may be conditioned upon the conveyance, dedication, grant or joint use agreement between the applicant and the owner of the contiguous use as may be required by the Commission and Council in order to demonstrate the applicant's ability to meet the performance standards. The documents of conveyance or agreement shall include a provision that the document of conveyance or agreement shall be irrevocable without the express written consent of the Council.
- (I) Amendments to the Zoning Code or Zoning Map. Amendments to the Zoning Code or Zoning Map, including changes to existing zoning map, the existing zoning map, or zoning for proposed areas of annexation, may be allowed subject to the following findings
 - (1) The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.

- (2) The potential effects on the following:
 - (a) Traffic congestion as a result of development or changing land use in the area and the need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements.
 - (b) Exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services.
 - (c) Nuisances or health and safety hazards that could have an adverse effect on adjoining properties.
 - (d) Recent changes in land use on adjoining parcels or in the neighborhood of the proposed Zoning Map amendment.
- (J) Amendments to Tower Overlay Zones. In addition to the required finding for zone change as set forth in Section 11-5-6I, amendments to the Tower Overlay Zones may be allowed subject to the following findings
 - (1) That the requested amendment is consistent with the purposes for Towers and Antennas as set forth in Section 11-5-2A of this Code.
 - (2) That as demonstrated by the applicant, that no existing tower, structure, property within an existing Zone, or alternative technology can accommodate the applicant's proposed antenna. Evidence submitted to demonstrate no existing Zone or technology can accommodate the applicant's proposed antenna may consist of any of the following:
 - (a) No existing towers or structures are located within the existing Zones which meet applicant's engineering requirements in terms of location, height, or structural strength.
 - (b) No existing sites are located within the existing Zones which meet engineering location requirements.
 - (c) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.
 - (d) The fees, costs, or contractual provisions required by an owner in order to share an existing tower or structure, adapt an existing tower or structure for sharing, or locate a tower or antenna are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
 - (e) An alternative technology that does not require the use of towers or structures, such as a cable microcell network using multiple low-powered transmitters/receivers attached to a wireline system, is unsuitable. Costs of alternative technology that exceed new tower or antenna development shall not be presumed to render the technology unsuitable.

11-6-6: REQUIRED IMPROVEMENTS.

- (A) Standards.
 - (1) The Zoning Administrator may specify the manner of installing or constructing all required improvements necessary to assure compliance with the requirements of this Code.

- (2) As determined by the Zoning Administrator improvement drawings and specification shall be required in the application for a permit.
 - (3) The installation of all required improvements shall conform to the City Standard drawings and Engineering specification and any other design or construction standards adopted by ordinance.
 - (4) The applicant shall file improvement drawings and specification for all required improvements and shall obtain the approval of the Planning Administrator prior to the commencement of their construction.
- (B) Inspection. The City may inspect all required improvements during construction, and upon a finding that such improvements are not being constructed in conformity with the specification set forth in Section 11-6-6A, the City may order construction to cease and may withhold the issuance of any Certificate of Occupancy.
- (C) Installation of Required Improvement.
- (1) All required improvements shall be installed at the applicant's expense.
 - (2) All requests for phasing required improvements shall be submitted as part of the application for a permit, and phased installation may be permitted if the phasing was a condition for the issuance of the permit.
 - (3) Phasing shall be permitted only upon a specific finding by the Zoning Administrator that such phasing will not violate the performance standards set forth in the review of the application and upon the following additional conditions:
 - (a) One-half of the required improvements shall be commenced within one year from the date the permit is issued.
 - (b) All required improvements shall be completed within three (3) years from the date the permit is issued.
- (D) Completion of Required Improvements. All required improvements shall be completed prior to occupancy or use of any portion of the property.
- (E) Continuous Obligations for Maintenance.
- (1) All required improvements not dedicated to the public shall be maintained in a good state of care, condition and repair at all times. All such required improvements which become functionally obsolete or worn out shall be replaced with a comparable improvement.
 - (2) Any applicant or owner of property who fails to maintain any privately owned required improvement in accordance with the approved plans shall be deemed to be in violation of this Zoning Code.
 - (3) The City may enforce against person or entity that fails to complete the required improvements using the procedure set forth in Section 11-6-7 of this Code.

11-6-7: ENFORCEMENT.

- (A) Continuing Obligation. Maintenance of improvements, conditions of approvals, and requirements of this code shall be a continuing obligation of the applicant or their successors. Any failure to meet these obligations shall be deemed a violation of the Code and subject to the penalties set forth in Title 1, Chapter 3 General Penalty Provisions of City Code.

- (B) Violation. Any person or entity that violates any provisions of this Code shall be guilty of a misdemeanor, and upon conviction shall be subject to penalties as set forth in City Code.
- (C) Procedures for Enforcement.
- (1) A written notice of failure to maintain the required improvements, conditions of approval, or requirements of this Code shall be served upon all owners of record of the property. The notice shall be in writing and shall be mailed to the owner(s)'s or address last shown on the records of the Bonneville County Assessor. Service of the notice shall be deemed to be complete upon its deposit in the U.S. mail, postage prepaid in the manner set forth above. The notice shall contain a brief description of the terms of the maintenance plan, conditions of approval or violation of the Code.
 - (2) Any person receiving the notice, may, within five (5) days of the date of service, request a hearing before the Board of Adjustment, which request shall be delivered to the Zoning Administrator. Following receipt of the request, the Zoning Administrator shall deliver the request to the Board of Adjustment which shall hold a hearing within twenty (20) days from that date. At the hearing, the person may request a reasonable extension of time for curing their failure to comply or otherwise demonstrate good cause why they should not be required to comply.
 - (3) If compliance is not completed within sixty (60) days after the date the notice of failure to maintain the public improvements was served, or any extension allowed by the Board of Adjustment, the owner or owners of the property subject thereto shall be deemed to be in violation of this Zoning Code, and shall be subject to the penalties set forth in Title 1, Chapter 3 General Penalty Provisions of City Code.
- (D) Nuisance. Any building or structure which has been set up, erected, constructed, altered, enlarged, converted, moved, remodeled or maintained contrary to the provisions of this Code, and any use of land or building or premises established, conducted, maintained or operated contrary to the provisions of this Code are hereby declared to be unlawful and opposed to the orderly development of the community and shall therefore be considered a public nuisance.

CHAPTER 7 APPENDICES

11-7-1: DEFINITIONS.

Accessory use	A use that is incidental and subordinate to the principal use, conducted upon the same property.
Accessory Structure	A detached structure that is incidental and subordinate to the primary structure and is located upon the same property. The term accessory structure shall include, but not be limited to, the following: private garage, storage structure, workshop, and/or greenhouse.
Adult Business	See Adult Business Chapter of the Code.
Agriculture	The use of land for farming, dairying, pasturage, aquaculture, horticulture, floriculture viticulture, and animal husbandry, including riding stables and equestrian schools and the associated accessory structures for packing, treating and storing produce to standard industry practices. "Agriculture" does not include commercial stock yards or feed yards, where a concentration of livestock is fed for the purpose of fattening for market.
Agriculture Tourism	The use of working agricultural lands for commercial purposes including farm stands, roadside markets, orchards, wineries, pumpkin patches , U-pick operations, corn mazes, hayrides, farm stays, farm tours, petting farms, on-farm retail dairies and creameries, on-farm restaurants or cafes, on-farm retail, farm museums and education related purposes.
Agriculture Sales and Service	The use of a site for the sale and rental of farm tools, and implements, feed, grain, tack, animal care products, and farm supplies. Agriculture sales and services shall not include the sale of large machinery, such as tractors and combines that are activities classified as Equipment Sales, Rental and Service.
Airport	The use of a site for the take-off and landing of aircraft, and other associated activities including, aircraft maintenance and storage; aviation training; regulation of air traffic control; passenger terminals; parking; and vehicle rentals.
Alley	A public way primarily for utility use and for servicing the contiguous property.
Amenity	An area of activity, either indoor or outdoor, designed to be accessible to and principally for the use of persons residing or working within a PUD development. An amenity may be located within the required common space, for example, a playground placed within a common yard.
Amusement Center	The use of a building for indoor amusement including, but not limited to, video games, laser games, bingo, pool, billiards, card rooms, bowling alleys, shooting ranges, child amusement rides, and indoor playground facilities.
Amusement Center, Outdoors	The use of a site that contains outdoor amusement facilities, such as miniature golf courses, waterparks, amusement parks, movie theaters, race tracks, or zoos.
Animal Care Clinic	The use of a site where small animals or household pets weighing less than two hundred pounds (200lbs) are given animal daycare, grooming, medical or surgical treatment and are cared for during the time of such treatment.

Animal Care Facility	The use of a site that is designed or used for the boarding, care, grooming, diagnosis or treatment of four (4) or more animals, including all animals over two hundred pounds (200lbs). Animal care shall include an animal clinic, animal hospital, or veterinary office or kennel. Care of smaller animals is also classified as “Animal Care Clinic”.
Antenna	An exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.
Applicant	An individual, firm, corporation, partnership, association, syndicate, trust or other legal entity that executes an application. The applicant need not be the owner of the property; however, he shall be an agent of the owner or have sufficient proprietary rights in the property to represent the owner.
Artist Studio	The use of a site for the practice and instruction of applied arts or crafts or performing arts.
Auction, Livestock	The use of a site for the sale of livestock to the highest bidder.
Base Flood	The flood having a one percent (1%) chance of being equaled or exceeded in any given year. Also referred to as the 100-year flood
Base Flood Elevation	The computed elevation to which floodwater is anticipated to rise during the base flood
Basement	The story or level of a building which is partially or totally below ground level.
Bed and Breakfast	A building which has no more than eight (8) sleeping rooms for guests to stay of less than thirty (30) days. “Bed and breakfast” shall not include boarding /rooming house, lodging facility, group dwelling unit or short term rental as defined by this Zoning Code
Boarding /Rooming House	A building, other than a lodging facility, or bed and breakfast where meals or sleeping accommodations are provided for compensation for more than thirty (30) days.
Building	Any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.
	Grade: The average of the finished ground level at the center of exterior walls of a building.
	Height: The vertical distance from the grade to top of building walls. Where the building walls vary in height along a side yard, the height of the building shall be determined by multiplying the length of each section of the wall by its height and dividing the sum derived by the total length of the wall.
	Main: One (1) or more of the principal buildings upon a lot.
Building Contractor Shop	The use of a site for exclusive use of a building contractor and employees that is not a "storage yard.”
Building, Garden and Farm Supplies	The use of a site for the retail sale and service of merchandise typically, used for home, farm and garden improvements. Building, garden and farm supplies includes but is not limited to; home and garden centers; hardware stores; lawn and garden equipment supply stores; paint and wall paper stores; building supply stores; lumber yards; nursery, garden and farm supply stores
Carport	An unenclosed structure for the storage of automobiles.

Cemetery	The use of a site for the permanent preservation of human remains and which is dedicated for cemetery purposes. Cemetery purposes may include columbarium, crematorium, mausoleum, and mortuary operated in conjunction with the cemetery.
Change of Use	An enlargement of the use through the addition of more square footage devoted to the use; or if a use changes from one category to another as listed in Chapter 2 Land Use Regulations allowed uses in all zones.
Clear Vision Triangle	A triangular area on a corner lot within which there are certain height limitations in order to provide sight distance for vehicles.
Club	The use of a site owned or operated by an organized association of persons for a social, literary, political, educational and/or recreational purpose that is primarily operated for the exclusive use of members and their guests; and not primarily operated for profit or to render a service customarily carried on as a business.
Commercial Vehicle	A vehicle used for the transportation of persons or property for hire, compensation or profit or used in connection with the operation of a business or home occupation.
Common Space	Land which is held in common by all property owners in the PUD and is accessible to all occupants of the PUD. Common spaces shall not include areas within any road (excluding landscaped medians within private roads), driveway, parking area, sidewalk contiguous to a street right-of-way, required landscape strip or buffer, or a drainage facility that does not include additional physical amenities other than open space.
Communication Facility	The use of a site for broadcasting, recording, and other communication services accomplished through electronic or telephonic mechanisms, and excluding “public service facilities” and “personal wireless service facilities.”
Comprehensive Plan	A plan which has been adopted by the Council pursuant to Idaho Code Section 67-6508 for the purpose of guiding development in the City.
Conditional Use	A use that because of peculiar characteristics, size, operations, location with reference to surroundings, streets and existing improvements, or demands upon public facilities is allowed in a zone subject to approval by the Planning and Zoning Commission or Board of Adjustment and subject to special requirements in accordance with Chapter 6 Administration of the Zoning Code and as enabled by IC §67-6512.
Correctional Facility or Jail	The use of a site for housing, care, and supervision of persons confined by law.
Day Care	The use of a home, structure or place where non-medical care, protection or supervision is regularly provided to children under twelve (12) years of age, or disabled persons of any age, for periods less than twenty-four (24) hours per day, while the parents or guardians are not on the premises. There are three types of day care facilities distinguished by the number of individuals served:
	Day care, center: more than thirteen (13).
	Day care, group: more than six (6) but no greater than thirteen (13).
	Day care, home: five (5) or fewer.
Density	A unit of measurement, the number of dwelling units per acre of land.

Drinking Establishment	The use of a site primarily for the sale or dispensing of liquor by the drink or glass, but not including eating establishments with a wine and beer license where the principal business is serving food. The drinking establishment includes, but is not limited to a bar, brewery, lounge, night club, and tavern.
Drive-Through Establishment	The use of a site where the principle business is transacted directly with customers who are in a motor vehicle. The term drive-through establishment shall include, but not be limited to, providing food or beverage service, bank service, prescription drugs, and/or fil processing. The term “drive-through establishment” shall not include fuel sales facility or vehicle washing facility as herein defined
Dwelling Unit	<p>A structure(s) designed for or occupied exclusively by one (1) “household,” for living or sleeping purposes and having one (1) kitchen or set of cooking facilities, or group residence in which eight (8) or fewer unrelated persons with disabilities, elderly persons, or minors when in a facility licensed by the State of Idaho and who are supervised at the group residence in connection with their disability or age related infirmity under the following conditions:</p> <ol style="list-style-type: none"> 1. Resident staff, if employed, need not be related to each other or to any of the persons with disabilities, elderly persons, or minors residing in the group residence 2. No more than two (2) of such staff shall reside in the dwelling at any one time. <p>The term dwelling does not include boarding /rooming house, lodging, residential care facility or recreational vehicle.</p>
Dwelling, Accessory Unit	A dwelling unit that is incidental and subordinate to the principal use of the premises and that does not alter the essential characteristic of the use. In commercial and industrial zones, these units may be allowed for use as a custodial or caretaker dwelling unit.
Dwelling, Single Unit Attached	A structure containing two (2) dwelling units attached by a common wall or walls, where each dwelling unit is located on a separate lot.
Dwelling, Single Unit Detached	A structure consisting of only a single dwelling unit separated from all other dwelling units by open space.
Dwelling, Two-Unit	A structure consisting of two (2) dwelling units which may either be attached side by side or one (1) above the other.
Dwelling, Multi-Unit	A structure, or portion thereof, that contains three (3) or more dwelling units, where all such units are located on the same property.
Eating Establishment	The use of a site where food items are prepared, served and consumed by patrons, primarily on-site. The serving of alcoholic beverages may also be provided but is secondary to the service of food. Eating establishment includes, but is not limited to: a café, coffee shop, delicatessen, diner, eatery, grill, pizza parlor, restaurant, and sushi bar.
Eating Establishment, Limited	The use of a site for an establishment not exceeding a total of three thousand square feet (3,000 ft ²), where a limited number of food items are prepared, served and consumed by patrons on or off the site. Eating establishment, limited includes but is not limited to: a coffee shop, delicatessen, pizza parlor, retail bakery, fast food, sushi bar, and food stand.
Entertainment and Cultural Facility	The use of a site that provides space for performing and visual arts, fil or cultural activities.

Equipment Sales, Rental and Service	The use of a site the sale, rental or servicing of farm and construction heavy equipment and vehicles; machinery; tools; and other similar industrial equipment but excluding junk yards and auto wrecking yards.
Financial Institutions	The use of a site for lending, exchanging and handling money or currency for customers. Financial Institutions includes, but is not limited to credit unions, savings and loan, commercial banks, cash machines, insurance agents, and loan establishments.
Flood Insurance Rate Map (FIRM)	The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
Floodway	The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1').
Floor Area	The sum of the areas of the several floors of the building, including basements, mezzanine and intermediate floor tiers and penthouses of headroom height, measured from the exterior walls or from the centerline of walls separating buildings. Covered walkways, open, roofed-over areas that are paved, porches, and similar spaces shall have an area factor of 0.50. The floor area does not include such features as pipe trenches, exterior terraces or steps, chimneys, roof overhangs, or other similar areas or facilities.
Food Products, Processing	The use of a site for producing, manufacturing, processing or storage of food products. Food products (processing) includes, but is not limited to beverages, coffee, ice, snacks, fruits, vegetables, spices, confectionary, meat, seafood, and dairy products. May include retail sales of products on the premises.
Food Products, Processing (Small Scale)	The use of a site not exceeding three thousand a total of square feet (3,000 ft ²) for producing, manufacturing, processing, or storage of food products on a small scale and limited production. The use includes but is not limited to catering, smoking and curing, canning and preserving. Typically also includes retail sales of products on the premises.
Food Store	The use of a site for the sale of fresh, partially or fully prepared food for off-site consumption with an inventory of consumable goods, toiletries, cleaning supplies, and household supplies. "Food store" includes grocery store, delicatessens, bakery and convenience stores.
Fuel Station	The use of a site which has no more than eight (8) fuel dispensing pumps. The term shall exclude bulk wholesale fuel dispensing facilities.
Fuel Station, Super	The use of a site for the sale of motor fuel and automotive related merchandise. The use may also include bulk wholesale fuel dispensing facilities, a convenience store selling a limited number of groceries and self-service items. The use has nine (9) or more gasoline dispensing pumps.
Guest	A person staying or receiving services at a lodging facility, boarding house, rooming house or rest home, or similar use for compensation.
Grade	The elevation of the finished surface of the ground adjacent to the exterior wall of a building or structure.
Health Care and Social Services	The use of a site for ambulatory health care services. Health care and social services included office of dentists; physicians; chiropractors; optometrists; mental health practitioners; physical, occupational and speech therapists; audiologists; outpatient care centers; family planning centers, medical and diagnostic laboratories, imaging centers, kidney dialysis centers; blood and organ banks, and clinics.

Higher Education Center	The use of a site for institutions of higher learning, post-high school, including colleges and technical training centers.
Home Occupation	An occupation or profession conducted entirely within a dwelling unit or an accessory building and carried on by persons residing on the premises and clearly incidental to a residential use.
Hospital	The use of a site primarily for the maintenance and operation of medical or surgical care of patients twenty four (24) hours a day. "Hospital" does not include clinic, convalescent, or boarding /rooming house, residential care facility or other types of cases necessitating forcible confinement of patients.
Household	One (1) or more individuals occupying a dwelling unit and living as a single household unit, and pursuant to IC §67-6531 any group residence in which eight (8) or fewer unrelated persons with disabilities or elderly persons reside and who are supervised at the group residence in connection with their disability or age related infirmity.
Household Pet	A dog, cat, fowl, reptile, fish rodent or similar domestic animal weighing less than two hundred pounds (200 lbs.) at full maturity.
Improvement	Any alteration to the land or other physical constructions associated with building site developments.
Industry, Craftsman	The use of the site not exceeding one thousand five hundred square feet (1,500 ft ²) for small-scale, craftsman-operated production of materials, assembly of parts, or the blending of materials including wood, metal, plastics, canvas, fabrics, computer components, electronics, oils, and resins; the sale of works produced and instruction. "Craftsman-Industry" includes but is not limited to; artist studios, jewelry manufacturing, candle-making, furniture and refinishing machine shops, cabinet makers, sign shops, and frame shops.
Industry, Heavy	A use engaged in the basic processing and manufacturing of materials or products, predominately from extracted or raw materials or engaged in storage or manufacturing processes using flammable or explosive materials. Or storage or manufacturing processes that involve hazardous or commonly recognized offensive conditions.
Industry, Light	The use of a site for the manufacture, processing, fabrication, assembly, treatment, publishing, and/or packaging of finished products or parts, predominantly from previously prepared materials.
In-Fill	Development designed to occupy vacant land that remains after the majority of development has occurred in an area.
Information Technology	The use of a site for processing data. The use includes, but is not limited to, internet and software; recording and broadcasting studios; data processing centers, internet providers and other information systems.
Laundry and Dry Cleaning	The use of a site for the pick-up and delivery of dry cleaning and laundry without the operation of a laundry or dry cleaning on site.
Live-Work Unit	The use of a site for commercial or small scale manufacturing activity and dwelling unit(s) located within, near or contiguous to the working space.
Lodging Facility	A building that is designed for or is occupied by guests for a stay of thirty (30) days or less. Physical features of a lodging facility generally include sleeping rooms, sanitary facilities, and a registration/lobby area for guests. Hotels, inns, and motels, as defined by this Zoning Code, are lodging facilities. Bed and breakfasts, recreation vehicle parks, and short term rentals, as defined by this Zoning Code, are not lodging facilities.

Lot	<p>Real property occupied or to be occupied by a building or buildings, together with open spaces associated with the use(s) on the lot.</p> <p>Corner: A lot situated at a junction of two (2) public streets, or situated on a curved street whose radius is thirty five feet (35') or less, and where the angle formed by the intersection of the tangent is one hundred and five degrees (105°) or less.</p> <p>Interior: A lot with only one (1) frontage on a street.</p>
Manufactured Home	A structure, constructed after June 15, 1976, pursuant to Idaho Code HUD manufactured home construction and safety standards.
Medical Support Facilities	The use of a site to store and sale medical supplies and equipment, and medical waste storage and disposal.
Mixed Use Development	A development that combines both residential and limited commercial uses within the same physical structure or in close proximity within the same development and where both uses exist individually and are not accessory to each other.
Mobile Home	Factory-assembled structure(s) generally constructed prior to June 15, 1976 as defined by Idaho Code.
Mobile/Manufactured Home Park	Any parcel of ground upon which two (2) or more manufactured homes and/or mobile homes are located. A mobile/manufactured home park shall not include a location used by mobile home dealers exclusively for the display, storage or sale of manufactured/mobile homes.
Monopole	A structure composed of a single spire.
Mortuary	The use of a site in which deceased human bodies are kept temporarily while prepared for burial or cremation.
Nonconforming	<p>Building: Any structure that legally existed prior to the adoption date of this code, or at the time of annexation or rezone, which does not conform to the site area, coverage, setback, open space, height, or other regulations prescribing physical development standards for the zone in which it is located.</p> <p>Lot: A lot that lawfully existed prior to the effective date of this title, but that does not now conform to the dimensional standards for the zone in which it is located.</p> <p>Use: A use which does not conform to the provisions of the Zoning Code, but which was in existence at the effective date of the Zoning Code or any amendment to the Code.</p>
Open Space	An area substantially open to the sky and suitable for outdoor recreation or enjoyment. The term open space may include, but is not limited to parks, playgrounds, water areas, landscaping, patios, enclosed yards, sports courts, swimming pools, and picnic areas. The term shall not include impervious surface area such as parking and driveways.
Parcel	A lot.
Park and Recreation Facility	The use of a site which has been dedicated, designed for, or used for outdoor recreation activities, including City parks and playgrounds, church or club-sponsored parks and playgrounds and the like, but not including outdoor theaters and similar commercial recreational activities.
Parking Facility	The use of a site for parking vehicles for a fee. "Parking facility" includes surface lots and garages, but shall not include the storage of wrecked or dismantled automobiles.

Parking Space	Space within a building or parking area, exclusive of drive-ways, ramps, columns, booths, and office and maintenance facilities in an area for the exclusive purpose of vehicular parking.
Pawn Shop	The use of a site for the transaction that loans money on the security of pledges of personal property; or deposits or conditional sales of personal property; or the purchase or sale of personal property.
Personal Service	The use of a site for the provision of individualized services generally related to personal needs. “Personal service” include, but are not limited to, beauty and health care services (such as salons, hair nail and skin care, spa, and barbers); locksmiths; and repairs such as footwear and leather goods, electronics, and watches.
Planned Unit Development	A development planned as a whole that demonstrates innovation in design to protect natural features or create public amenities through more flexible standards, (such as lot sizes, densities and setbacks), than would normally apply under the Zoning Code.
Professional Service	The use of a site for the provision of professional service uses including, but not limited to; accountants, architects, landscape architects and other design services; computer designers; printers and engravers; consultants; lawyers; media advisors; photography studios, and title companies.
Public Service Facility	The use of a site for a public utility or infrastructure. “Public service facility” includes power plants and substations; water treatment plants or pumping stations, transmission, sewage disposal or pumping plants; recycling centers; storage yards; well-houses, and other similar public service structures.
Public Service Facility, Limited	Small-scale public infrastructure such as storm ponds, lift stations, and other similar utility infrastructure.
Public Service Use	The use of a site for administrative, judicial and cultural activities provided to the public from the city, state or federal government; and non-profit organizations.
Railroad Freight Terminal and Station	The use of a site for the freight and passenger pick-up, and may also include a freight distribution facility for truck or shipping transport.
Recreational Vehicle	Any vehicle or unit mounted on wheels designed to provide temporary living quarters for recreational, camping, travel or emergency use and of a size or weight for which unrestricted use of the highways of the state can be made without a special highway use permit. The term shall not include a van or camper shell which does not have self-contained sleeping accommodations, eating or restroom facilities. The term recreational mobile homes shall include, without limitation, all travel trailers, self-propelled motor home units, self-contained campers and camping tent-trailers.
Recreation Vehicle Park	The use of a site by two (2) or more recreational vehicles or travel trailers for temporary living.
Redeveloping	A parcel of land that has been previously developed or subdivided and to which municipal water, sewer, power, police, fire and other services are already available, but that has never built upon, or where existing buildings are vacant or underutilized and where new building, infrastructure or other development activity is intended to take place.
Religious Institution	An establishment that by design and construction is primarily intended for the use of conducting organized religious services, meetings, and associated activities and that is recognized as a religious corporation or society of the State of Idaho with a state tax exempt status in accord with Idaho Code.

Research and Development Business	The use of a site, generally in a campus style environment, for research, development, education, testing, training, and light manufacturing of ideas from various field of science and technology.
Residence	A dwelling.
Residential Care Facility	The use of a site for providing routine living assistance to more than eight (8) clients. “Residential care facility” includes, but is not limited to, assisted, assisted care and skilled nursing facility, children’s or other residential care facility, and drug and alcohol treatment facility.
Right-Of-Way	A strip of land reserved or dedicated for use as a public way. In addition to the roadway, it normally incorporates the curbs, lawn strips, sidewalks, lighting and drainage facilities, and landscaped areas.
Retail	The use of a site that offers onsite sales of merchandise to the public for monetary compensation. “Retail” includes, but is not limited to, convenience stores; food stores; apparel and accessories stores; book, computer, auto parts (but excluding installation and repair), and music stores; electronics and appliances; florists furniture and home furnishings; general merchandise stores; health and personal care stores; hobby, office supplies, stationary and gift stores; specialty stores; sporting goods; and used merchandise stores.
Retail, with Limited Wholesaling	Retail establishments with incidental wholesaling, but excluding establishments where the principle activity is a storage warehouse.
School	The use of a site as a public or private educational facility designed, constructed, or used for education or instruction in any branch of knowledge.
Setback	The shortest distance between the property line and any portion of the foundation, wall or frame of a building.
Setback Line	A line established by this title, generally parallel with and measured from the lot line, defining the limits of a yard in which no building or structure may be located above ground except as may be allowed in any code (fire building, life safety, etc.) adopted by the city.
Short Term Rental	Any individually or collectively owned dwelling unit or any unit or group of units in a condominium, cooperative, or timeshare, or owner-occupied residence that is offered for a fee and for thirty (30) days or less. Short term rental shall not include a unit that is used for any retail, restaurant, banquet space, event center, or another similar use.
Sidewalk	That portion of the road right-of-way outside the roadway which is improved for the use of pedestrian traffic
Storage Facility, Self-service	The use of a site that provides commercial storage space within an enclosed building and with direct public access to individual storage spaces. May include caretaker dwelling or office
Storage Yard	The use of a site where equipment, inventory, supplies, vehicles or other similar items are stored outside.
Story	That portion of a building included between the surface of a floor and the next ceiling above it.

Street	<p>The entire width between the boundary lines of a public right-of-way. A public right-of-way for an alley shall not be considered a street</p> <p>Arterial: A major street intended to move traffic from one part of the City to another. Arterial streets are identified in The Access Management Plan.</p> <p>Collector: A street which provides direct access to abutting property and collects and distributes traffic between local and arterial streets. Collector streets are identified in the The Access Management Plan.</p> <p>Local: A street whose primary function is to provide access to abutting property.</p>
Structural Alterations	Any change in the supporting members of the building such as the bearing walls, columns, beams, girders or roof.
Structure	<p>Anything constructed or erected, the use of which requires location on the ground or attachment to something having a fixed location on the ground. The term structure includes buildings, manufactured and mobile homes, walls and fences.</p> <p>Accessory: A detached structure in a residential zone that is incidental and subordinate to the principal structure and is located upon the same property. The term accessory structure shall include, but not be limited to, the following: private garage, storage structure, workshop, and/or greenhouse.</p>
Terminal Yard, Trucking and Bus	The use of a site where equipment, inventory, supplies, vehicles or other similar items are stored inside or outside.
Tower	<p>Any structure that is designed and constructed primarily for the purpose of supporting one (1) or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, and alternative tower structures. The term also includes any supporting structures.</p> <p>Guyed: A supporting structure of metal crossed strips or bars steadied by wires in a radial pattern around the structure.</p> <p>Height: When referring to a tower or other similar structure, the distance measured from the finished grade of the parcel to the highest point on the tower or other structure, including the base pad and any antenna.</p> <p>Lattice: A supporting structure consisting of metal crossed strips or bars supporting antennas and related equipment.</p> <p>Preexisting Towers and Preexisting Antennas: A tower or antenna for which a building permit has been properly issued prior to the effective date of this Zoning Code, including permitted towers or antennas that have not yet been constructed so long as such approval is current and not expired.</p>
Transit Station	The use of a site for passenger loading, unloading, transferring passengers, including station platforms or park and ride lots.
Use	The specific purposes for which land or a building is designed, arranged, intended or for which it is or may be occupied or maintained.
Vehicle Body Shop	The use of a site for painting repairing or straightening the body and/or chassis of vehicles

Vehicle Repair	The use of a site for the repair, rebuilding or reconditioning of motor vehicles.
Vehicle Sales, Rentals and Service	The use of a site for the sale or rental of new and used motor vehicles, manufactured homes, travel trailers, recreation vehicles, and incidental repairs and servicing. Trucks and/or farm implements are classified as Equipment Sales, Rental and Service.
Warehouse, Wholesale	The use of a site for wholesale and distribution of manufactured products, supplies and equipment, excluding retail sales and storage.
Wholesale	Sale of goods for resale as distinguished from sale of goods to ultimate consumers.
Yard	<p>An open space on the same lot with a building unoccupied or unobstructed from the ground upward, except as otherwise provided in this Zoning Code.</p> <p>Front: A yard lying between the front lot line and the nearest foundation line of the main building and extending across the full width of the lot.</p> <p>Rear: A yard lying between the rear lot line and the nearest foundation line of the main building and extending across the full width of the lot. In the case of a corner lot where the building fronts on a side street, the rear yard may be established from the rear of the house to the side property line.</p> <p>Required: The open space around building as required by the Zoning Code.</p> <p>Side: An open space between the side of the main building and the side line of the lot and extending from the front yard to the rear yard.</p>
Zone	<p>A specifically delineated area within which uniform development regulations set out the uses, placement, spacing, and size of land and structures.</p> <p>Base: The underlying zone.</p> <p>Overlay: A Zone which is superimposed over a Base Zone and in which certain regulations and restrictions apply which supplement or which modify the regulations and restrictions applying in the underlying Base Zones.</p>

11-7-1: RP and RP-A Subdivisions Prior To This Ordinance.

(A) RP Zones:

Brodbecks Addition
Home Ranch Addition
Hughes Imperial Estates
Keefers Addition
Rose Park Addition

(B) RP-A Zones:

Alice Dickson Estates
Alice Dickson Estates 1st
Baywood Park Estates
Blue Ridge Estates
Cach Estates
Call Addition
Call Addition 1st Amend
Canterbury Park
Channing Way Addition
Fairway Estates
Hatch Addition
Highland Park 1st Amended
Highland Park Addition
Home Ranch Addition
Keefers Addition
Montcliffe 1st Amended
Montcliffe Estates
Park-St Clair
Park-St Clair 1st Amended
Parkwood Meadows
Rose Nielsen 1st Amended
Rose Nielsen 2nd Amended
Rose Nielsen Addition
Rose Park Addition
Stonebrook
Sunny Heights Addition
The Dunes At Sand Creek
The Merrill Addition

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF PROPERTIES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE; CREATING NEW OFFICIAL ZONING MAPS; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning districts of lands described in Section 1 are listed in Exhibit A and as shown in Exhibit B for such annexed lands and such zoning districts are consistent with the current City of Idaho Falls Comprehensive Plan Land use designations for those areas; and

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

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on February 6, 2018, and recommended approval of zoning the subject properties, as listed in Exhibit A and as shown on Exhibit B; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on April 4, 2018.

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

SECTION 1: LEGAL DESCRIPTION:

This Ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

All properties listed in Exhibit A and as shown on Exhibit B and incorporated in this Ordinance

SECTION 2. Zoning. That the properties described in Section 1 of this Ordinance be and the same hereby are zoned as listed in Exhibit A and as shown on Exhibit B and the Director of Community Development Services Department is hereby ordered to make new official maps of the City of Idaho Falls and place them on file at Community Development Services Department.

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

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 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, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF PROPERTIES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE; CREATING NEW OFFICIAL ZONING MAPS; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

Exhibit A

PLATTED PROPERTIES	ORIGINAL ZONING	NEW ZONING	STREET	ADDRESS	DIRECTION	PARCEL
AESCO ADDITION, DIVISION 1, BLOCK 1, W 1/2 LOT 1	GC-1	LM				
AIRPORT INDUSTRIAL PARK ADDITION, DIVISION 2, BLOCK 6, LOTS 1-2	HC-1	LM				
AIRPORT INDUSTRIAL PARK ADDITION, DIVISION 2, BLOCK 6, LOT 3	M-1	LM				
AIRPORT INDUSTRIAL PARK ADDITION, DIVISIONS 3-6	M-1	LM				
AIRPORT INDUSTRIAL PARK ADDITION, DIVISION 7, BLOCK 1, LOT 7	HC-1	LM				
AIRPORT INDUSTRIAL PARK ADDITION, DIVISION 7, BLOCK 1, LOTS 8-12	M-1	LM				
AIRPORT INDUSTRIAL PARK ADDITION, DIVISION 7, BLOCK 1, LOT 13	HC-1	LM				
AL-SID ADDITION, DIVISION 1, BLOCK 1, LOT 1	RSC-1	LM				
ALBERTSONS ADDITION, DIVISION 1, BLOCK 1, LOT 1	RSC-1	LC				
ALBERTSONS ADDITION, DIVISION 1, BLOCK 1, W 116,287 SQ FT LOT 2	C-1	LC				
ALBERTSONS ADDITION, DIVISION 1, BLOCK 1, E 38,880 SQ FT LOT 2	RSC-1	LC				
ALICE DICKSON ESTATES DIVISIONS 1-6	RP-A	RP				
ALICE DICKSON ESTATES, DIVISION 8, BLOCK 1, NORTHERN 292 FT LOT 1	C-1	LC				
ALICE DICKSON ESTATES 1ST AMENDED, DIVISION 1	RP-A	RP				
ALICE DICKSON ESTATES 1ST AMENDED, DIVISION 4	RP-A	RP				
AMERICAN MONUMENT ADDITION, DIVISION 1, BLOCK 1, LOT 1	GC-1	LM				
AMERICAN MONUMENT ADDITION, DIVISION 1, BLOCK 1, LOT 2	GC-1	LC				
ANDERSONS ADDITION N 150' TR B, BLOCKS 1-3	CC-1	DT				
ANDERSONS ADDITION S 200' TR B, BLOCKS 1-3	GC-1	DT				
ANDERSONS ADDITION TRS A & C, BLOCKS 2-3	R-1	P				
ANDERSON-JEPPSON ADDITION, DIVISION1, BLOCK 1, LOTS 1-3 & W 30 FT LOT 4	C-1	LC				
ASHMENT ADDITION, DIVISION 3, BLOCK 1, LOT 7	C-1	LC				
ASHMENT ADDITION, DIVISION 4, BLOCK 2, LOT 1	C-1	LC				
ASHMENT ADDITION, DIVISION 5, BLOCK 1, LOT 9	C-1	LC				
ASHMENT ADDITION, DIVISION 6, BLOCK 1, LOT 11	C-1	LC				
ASHMENT ADDITION DIVISION 7	C-1	LC				
ASHMENT ADDITION 1ST AMENDED, DIVISION 4, BLOCK 2, LOT 7	C-1	LC				
ASHMENT ADDITION 2ND AMENDED, DIVISION 4, BLOCK 2, LOTS 8-10	C-1	LC				
ASPER ADDITION, DIVISION 1, BLOCK 1	C-1	LC				
AUTUMN ADDITION, DIVISION 1, BLOCK 1, LOTS 4 & 5	C-1	LC				
AVALON, DIVISION 1	R-1	RP				
BALL PACKING ADDITION, DIVISION 2	C-1	HC				
BATTLE CREEK ESTATES, DIVISION 1, BLOCK 2, LOT 4	R-1	P				
BAYWOOD PARK ESTATES, DIVISION 1	RP-A	RP				
BEL-AIRE ADDITION, DIVISION 3, BLOCK 15, LOTS 9-12	GC-1	LM				
BEL-AIRE ADDITION, DIVISION 3 1ST AMENDED	C-1	P				
BELLEVUE HEIGHTS, DIVISION 1	R-2A	R3				
BINGHAM ADDITION, DIVISION 1	GC-1	LM				
BISCO ADDITION, DIVISION 1	I&M-1	HC				
BITTERROOT ADDITION, BLOCK 1	I&M-1	P				
BITTERROOT ADDITION, BLOCK 2	I&M-1	LC				
BLACKBURN ADDITION, DIVISION 1, BLOCK 1, LOTS 1 & 2	C-1	LC				
BLUE RIDGE ESTATES, DIVISION 2	R-2	R1				

BLUE RIDGE ESTATES, DIVISION 5, BLOCK 3, LOT 11	R-1	P				
BLUE RIDGE ESTATES, DIVISION 6, BLOCK 16, LOT 43	RP-A	R1				
BLUE RIDGE ESTATES, DIVISION 6, BLOCK 16, LOTS 44-47	RP-A	RP				
BLUE RIDGE ESTATES, DIVISION 6, BLOCK 16, LOT 48	R-1	P				
BLUE RIDGE ESTATES, DIVISION 7, BLOCK 2, LOTS 12A, 13A, 14A & 26A	R-1	P				
BLUE RIDGE ESTATES, DIVISION 7, BLOCK 2, 11,646 SQ FT LOT 32	R-1	P				
BLUE RIDGE ESTATES, DIVISION 7, BLOCK 2, W 5,002 SQ FT LOT 33	R-1	P				
BLUE RIDGE ESTATES, DIVISION 7, BLOCK 2, S 1,1849 SQ FT LOT 35	R-1	P				
BLUE RIDGE ESTATES, DIVISION 7, BLOCK 2, S 4,000 SQ FT LOT 36	R-1	P				
BLUE RIDGE ESTATES, DIVISION 7, BLOCK 2, S 5,400 SQ FT LOT 37	R-1	P				
BLUE RIDGE ESTATES, DIVISION 7, BLOCK 6, LOTS 12A & 13A	R-1	P				
BLUE RIDGE ESTATES, DIVISION 9, BLOCK 6, LOT 24	R-1	P				
BONAVISTA ADDITION, DIVISION 1, BLOCK 2, LOTS 5 & 6	R-2	R1				
BONNEVILLE COUNTY FIRE PROTECTION DISTRICT, DIVISION 1	R-2A	R2				
BOOZER ADDITION, DIVISION 1	I&M-1	HC				
BOOZER ADDITION, DIVISION 4, 1ST AMENDED	I&M-1	HC				
BOWEN ADDITION, DIVISIONS 1-3	HC-1	LM				
BOYER ADDITION, DIVISION 1, 1ST AMENDED, BLOCK 1, LOTS, 1, 3, & 6	PT-2	R&D				
BOYER ADDITION, DIVISION 1, 1ST AMENDED, BLOCK 1, LOTS 5 & 7	R-3A	R&D				
BOYER ADDITION, DIVISION 1, 1ST AMENDED, BLOCK 2, LOT 1	C-1	R&D				
B P A ADDITION, DIVISION 1	GC-1	HC				
BREMER HOMES ADDITION	R-1	TN				
BRISTOL HEIGHTS, DIVISION 5, BLOCK 4, LOT 6	R-1	P				
BRODBECKS ADDITION 1ST AMENDED	R-1	TN				
BRODBECKS ADDITION, BLOCK 1, LOTS 1-22	R-1	TN				
BRODBECKS ADDITION, BLOCK 1, LOTS 23-42	R-1 W/PT-1	TN W/PT				
BRODBECKS ADDITION, BLOCK 2, LOTS 1-24	R-1	TN				
BRODBECKS ADDITION, BLOCK 2, LOTS 25-48	R-1 W/PT-1	TN W/PT				
BRODBECKS ADDITION, BLOCK 3, LOTS 1-24	R-1	TN				
BRODBECKS ADDITION, BLOCK 3, LOTS 25-48	R-1 W/PT-1	TN W/PT				
BRODBECKS ADDITION, BLOCKS 4-13 & 15-32	R-1	TN				
BRODBECKS ADDITION, BLOCK 14, LOTS 1-12 & LOTS 25-48	R-1	TN				
BRODBECKS ADDITION, BLOCK 14, LOTS 13-24	R-1	P				
BROOKSIDE, DIVISION 2, BLOCK 2, LOT 13	R-1	P				
BURLWOOD ESTATES, DIVISION 2	R-2A	R2				
BURNS ADDITION, DIVISION 1	GC-1	LM				
CACH ESTATES, DIVISION 1	RP-A	RP				
CALL ADDITION, DIVISION 1	RP-A	RP				
CALL ADDITION, DIVISION 1, 1ST AMENDED	RP-A	RP				
CAMBRIDGE TERRACE PARK ADDITION, DIVISION 1, 1ST AMENDED, BLOCK 3, LOT 30 LESS W 55 FT	RMH	P				
CAMBRIDGE TERRACE PARK ADDITION, DIVISION 1, 4TH AMENDED	R-2A	R3				
CAMBRIDGE TERRACE PARK ADDITION, DIVISION 1, BLOCK 1, LOTS 19-21	R-2A	R3				
CAMBRIDGE TERRACE PARK ADDITION, DIVISION 1, BLOCK 1, LOT 37	RMH	P				
CAMBRIDGE TERRACE PARK ADDITION, DIVISION 1, BLOCK 7, LOTS 9-14	R-2A	R3				
CAMBRIDGE TERRACE PARK ADDITION, DIVISION 1, BLOCK 8, LOT 1	RMH	P				
CAMBRIDGE TERRACE PARK ADDITION, DIVISION 3, BLOCK 3, LOT 31	R-3A	P				
CAMBRIDGE TERRACE PARK ADDITION, DIVISION 3, BLOCK 7, LOT 32	C-1	LC				

CAMBRIDGE TERRACE PARK ADDITION, DIVISION 3, BLOCK 7, LOT 35 & LOT 36	R-3A	P				
CAMDEN SQUARE ADDITION, DIVISION 1	RSC-1	LC				
CANDY COTTAGE, DIVISION 1	RSC-1	LC				
CANTERBURY PARK, DIVISIONS 1-3	RP-A	RP				
CAPITOL HILL ADDITION, BLOCKS 1 & 2	C-1	LC				
CAPITOL HILL ADDITION, BLOCK 3, LOTS 1-3 & LOTS 42-44	C-1	CC				
CAPITOL HILL ADDITION, BLOCK 3, LOTS 4-17 & LOTS 23-40	GC-1	CC				
CAPITOL HILL ADDITION, BLOCK 3, LOTS 18-22	HC-1	CC				
CAPITOL HILL ADDITION, BLOCK 4, LOTS 1-14 & LOTS 39-43	I&M-2	I&M				
CAPITOL HILL ADDITION, BLOCK 4, LOTS 45-48	HC-1	CC				
CAPITOL HILL ADDITION, BLOCK 4, LOTS 15-38, FRACTION LOTS 39-43, W 1/2 PART EMERSON & BLOCK 5 LOTS 12-33 WEST OF HWY, VACATED EMERSON	I&M-2	I&M				
CAPITOL HILL ADDITION, BLOCK 5, LOTS 1-10 & LOTS 35-41	HC-1	CC				
CAPITOL HILL ADDITION, BLOCK 5, LOTS 42-48	GC-1	CC				
CAPITOL HILL ADDITION, BLOCK 6	GC-1	CC				
CAPITOL HILL ADDITION, BLOCK 7, 1-19 & LOTS 30-48	R-2	TN				
CAPITOL HILL ADDITION, BLOCK 7, LOTS 20-29	R-3A	TN				
CAPITOL HILL ADDITION, BLOCKS 8 & 9	R-2	TN				
CAPITOL HILL ADDITION, BLOCK 10, LOTS 1-19 & LOTS 34-48	R-2	TN				
CAPITOL HILL ADDITION, BLOCK 10, LOTS 20-31	C-1	TN				
CAPITOL HILL ADDITION, BLOCK 10, LOTS 32 & 33	R-3A	TN				
CAPITOL HILL ADDITION, BLOCK 11, LOTS 1-7 & LOTS 38-44	C-1	CC				
CAPITOL HILL ADDITION, BLOCK 11, LOTS 8-37	GC-1	CC				
CAPITOL HILL ADDITION, BLOCK 12, LOTS 1-11 & LOTS 34-48	GC-1	CC				
CAPITOL HILL ADDITION, BLOCK 12, LOTS 12-20 & LOTS 25-33	HC-1	CC				
CAPITOL HILL ADDITION, BLOCK 12, FRACTION LOTS 21-24, ADJACENT S 30' VACATED COLLEGE AVE	I&M-2	I&M				
CAPITOL HILL ADDITION, BLOCK 12, LOTS 21-24	I&M-2	I&M				
CAPITOL HILL ADDITION, BLOCK 13, LOTS 1-18 & LOTS 25-48	GC-1	CC				
CAPITOL HILL ADDITION, BLOCK 13, LOTS 19-24	HC-1	CC				
CAPITOL HILL ADDITION, BLOCK 14, LOT 1-7 & LOTS 38-44	C-1	CC				
CAPITOL HILL ADDITION, BLOCK 14, LOTS 8-37	GC-1	CC				
CAPITOL HILL ADDITION, BLOCKS 16 & 17	R-2	TN				
CAPITOL HILL ADDITION, BLOCK 18	R-2	P				
CAPITOL HILL ADDITION, BLOCK 19, LOTS 1-10 & LOTS 35-44	C-1	CC				
CAPITOL HILL ADDITION, BLOCK 19, LOTS 11-34	GC-1	CC				
CAPITOL HILL ADDITION, BLOCK 20, LOTS 1-28 & W 2 FT LOT 29	GC-1	CC				
CAPITOL HILL ADDITION, BLOCK 20, E 23 FT LOT 29 & LOTS 30-48	RMH	CC				
CAPITOL HILL ADDITION, BLOCK 21, LOTS 1-15 & LOTS 20-24	RMH	TN				
CAPITOL HILL ADDITION. BLOCK 21, LOTS 16-19	GC-1	TN				
CAPITOL HILL ADDITION, BLOCK 21, LOTS 25-48	R-3A	TN				
CAPITOL HILL ADDITION, BLOCK 22, LOTS 1-6 & LOTS 35-44	C-1	TN				
CAPITOL HILL ADDITION, BLOCK 22, LOTS 7-34	R-3A	TN				
CAPITOL HILL ADDITION, BLOCK 23, LOTS 1-19 & LOTS 30-48	R-2	TN				
CAPITOL HILL ADDITION, BLOCK 23, LOTS 20-29	R-3A	TN				
CAPITOL HILL ADDITION, BLOCK 24	R-2	TN				
CAPITOL HILL ADDITION, BLOCK 25, LOTS 1-19 & LOTS 30-48	R-2	TN				
CAPITOL HILL ADDITION, BLOCK 25, LOTS 25-35	R-3A	TN				

CAPITOL HILL ADDITION, BLOCK 26, LOTS 1-13	R-2	TN				
CAPITOL HILL ADDITION, BLOCK 26, LOTS 14-21	R-2A	TN				
CAPITOL HILL ADDITION, BLOCK 26, 22-48	R-3A	TN				
CAPITOL HILL ADDITION, BLOCKS 27 & 28	R-3A	TN				
CAPITOL HILL ADDITION, BLOCK 29, LOTS 1-24	R-3A	TN				
CAPITOL HILL ADDITION, BLOCK 29, LOTS 25-48	C-1	CC				
CAPITOL HILL ADDITION, BLOCK 30, LOTS 1-22	R-3A	TN				
CAPITOL HILL ADDITION, BLOCK 30, LOTS 23-44	C-1	CC				
CAPITOL HILL ADDITION, BLOCK 31, LOTS 1-24	R-3A	TN				
CAPITOL HILL ADDITION, BLOCK 31, LOTS 25-48	C-1	CC				
CAPITOL HILL ADDITION, BLOCK 32, LOTS 1-7	R-2	TN				
CAPITOL HILL ADDITION, BLOCK 32, LOTS 8-24	R-3A	TN				
CAPITOL HILL ADDITION, BLOCK 32, LOTS 25-48	C-1	CC				
CARL'S JR SUBDIVISION	I&M-1	HC				
CASTLEROCK ADDITION, DIVISIONS 1-4	R-1	RP				
CASTLEROCK ADDITION, DIVISION 5	RP-A	RP				
CEDAR RIDGE, DIVISION 2, BLOCK 1, LOT 22	R-1	P				
CEDAR RIDGE, DIVISION 11, BLOCK 5, LOTS 4-41	R-3	R2				
CEDAR RIDGE, DIVISION 11, BLOCK 8, LOTS 5-10	R-3	R2				
CEDAR RIDGE, DIVISION 15, BLOCK 6, LOTS 50-63	R-2A	R2				
CENTENNIAL ADDITION, DIVISION 1	C-1	R&D				
CHAFFIN ADDITION, DIVISION 1, BLOCK 2, LOTS 1-3	HC-1	LM				
CHAFFIN ADDITION, DIVISION 1, BLOCK 3, LOTS 3-4	C-1	LM				
CHAFFIN ADDITION, DIVISIONS 2, 4 & 6	HC-1	LM				
CHANNING WAY ADDITION, DIVISION 1, 1ST AMENDED	R-3A	PB				
CHANNING WAY ADDITION, DIVISION 1, BLOCK 1, LOT 2	R-2A	R1				
CHANNING WAY ADDITION, DIVISION 1, BLOCK 1, LOT 5	RP-A	P				
CHANNING WAY ADDITION, DIVISION 1, BLOCK 2	R-3A	PB				
CHANNING WAY ADDITION, DIVISION 1, BLOCK 3	RP-A	RP				
CHANNING WAY ADDITION, DIVISION 2, BLOCKS 4 & 6	R-3A	PB				
CHANNING WAY ADDITION, DIVISION 3, 1ST AMENDED, BLOCK 7, LOTS 3 & 4	C-1	PB				
CHANNING WAY ADDITION, DIVISION 3, 1ST AMENDED, BLOCK 7, LOT 5	R-3A	PB				
CHANNING WAY ADDITION, DIVISION 3, BLOCK 7, LOT 1	C-1	PB				
CHANNING WAY ADDITION, DIVISION 3, BLOCK 7, LOT 2	R-3A	PB				
CHANNING WAY ADDITION, DIVISION 4	R-3A	PB				
CHANNING WAY ADDITION, DIVISION 5, 1ST AMENDED	R-3A	PB				
CHANNING WAY ADDITION, DIVISION 5	R-3A	PB				
CHERYL ANN CONDOMINIUM	R-3	TN				
CLEMENT COMMERCIAL PARK DIVISIONS 1-3	GC-1	HC				
COLEMAN ESTATES, DIVISION 1	C-1	LC				
COMMUNICATIONS ADDITION, DIVISION 2	I&M-1	HC				
COMMUNITY CARE PLAZA, DIVISION 1	C-1	HC				
COOK ADDITION, DIVISION 1	HC-1	LM				
CRANE BUSINESS PARK, DIVISION 1	C-1	HC				
CRANE SUBDIVISION, DIVISION 1	I&M-1	HC				
CROWS ADDITION, BLOCK 1, LOTS 1-22	C-1	CC				
CROWS ADDITION, BLOCK 1, LOTS 23-40	R-3	TN				

CROWS ADDITION, BLOCK 1, LOTS 41-44	R-3A	TN				
CROWS ADDITION, BLOCK 2, LOTS 1-24	C-1	CC				
CROWS ADDITION, BLOCK 2, LOTS 25-48	R-3	TN				
CROWS ADDITION, BLOCK 3, LOTS 1-24	C-1	CC				
CROWS ADDITION, BLOCK 3, LOTS 25-48	R-3	TN				
CROWS ADDITION, BLOCK 4, LOTS 1-17	C-1	CC				
CROWS ADDITION, BLOCK 4, LOTS 18-24	HC-1	CC				
CROWS ADDITION, BLOCK 4, LOTS 25-30	HC-1	TN				
CROWS ADDITION, BLOCK 4, LOTS 31-46	R-3	TN				
CROWS ADDITION, BLOCK 4, LOTS 47-48	R3-A	TN				
CROWS ADDITION, BLOCK 5, LOTS 1-18 & LOTS 25-48	R-3	TN				
CROWS ADDITION, BLOCK 5, LOTS 19-24	R-3A	TN				
CROWS ADDITION, BLOCK 6, LOTS 1-24	R-3	TN				
CROWS ADDITION, BLOCK 6, LOTS 25-48	R-2	TN				
CROWS ADDITION, BLOCK 7	R-3	TN				
CROWS ADDITION, BLOCK 8, LOTS 1-2 & LOTS 43-44	R-3A	TN				
CROWS ADDITION, BLOCK 8, LOTS 3-42	R-3	TN				
CROWS ADDITION, BLOCK 9, LOTS 1-2 & LOTS 40-44	R-3A	TN				
CROWS ADDITION, BLOCK 9, LOTS 3-39	R-1	TN				
CROWS ADDITION, BLOCK 10	R-1	TN				
CROWS ADDITION, BLOCK 11	R-2	TN				
CROWS ADDITION, BLOCK 12, LOTS 1-20 & LOTS 25-48	R-3	TN				
CROWS ADDITION, BLOCK 12, LOTS 21-24	R-3A	TN				
CROWS ADDITION, BLOCK 13, LOTS 1-24	R-3A	TN				
CROWS ADDITION, BLOCK 13, LOTS 25-48	R-2	TN				
CROWS ADDITION, BLOCK 14	R-2	TN				
CROWS ADDITION, BLOCK 15	R-1	TN				
CROWS ADDITION, BLOCK 16, LOTS 1-3 & LOTS 42-44	R-3A	TN				
CROWS ADDITION, BLOCK 16, LOTS 4-41	R-1	TN				
CROWS ADDITION, BLOCK 17, LOTS 1-3	C-1	TN				
CROWS ADDITION, BLOCK 17, LOTS 4-6 & LOTS 42-44	R-3A	TN				
CROWS ADDITION, BLOCK 17, LOTS 7-41	R-1	TN				
CROWS ADDITION, BLOCK 18	R-1	TN				
CROWS ADDITION, BLOCKS 19-22	R-2	TN				
CROWS ADDITION, BLOCKS 23-24	R-1	TN				
CROWS ADDITION, BLOCK 25, LOTS 1-3	R-3A	TN				
CROWS ADDITION, BLOCK 25, LOTS 4-44	R-1	TN				
CROWS ADDITION, BLOCK 26	R-1	TN				
CROWS ADDITION, BLOCK 27, LOTS 1-24	R-2	TN				
CROWS ADDITION, BLOCK 27, LOTS 25-33, W 1/2 LOT 34	R-1	TN				
CROWS ADDITION, BLOCK 27, E1/2 LOT 34, LOTS 35-36, W1/2 LOT 37	R-1	P				
CROWS ADDITION, BLCOK 27, E1/2 LOT 37, LOTS 38-48	R-1	TN				
CROWS ADDITION, BLOCK 28, LOTS 1-22 & LOTS 25-48	R-2	TN				
CROWS ADDITION, BLOCK 28, LOTS 23-24	R-3A	TN				
CROWS ADDITION, BLOCK 29	R-2	TN				
CROWS ADDITION, BLOCKS 30-31	R-1	TN				
CROWS ADDITION, BLOCK 32, LOTS 1-2 & LOTS 43-44	R-3A	TN				

CROWS ADDITION, BLOCK 32, LOTS 3-42	R-1	TN				
CROWS ADDITION, BLOCKS 33-35	R-1	TN				
CROWS ADDITION, BLOCK 36	R-2	TN				
CROWS ADDITION, BLOCK 37, LOTS 1-18 & LOTS 27-48	R-2	TN				
CROWS ADDITION, BLOCK 37, LOTS 19-24	C-1	TN				
CROWS ADDITION, BLOCK 37, LOTS 25-26	R-3A	TN				
CROWS ADDITION, BLOCKS 38-43	R-1	TN				
CROWS ADDITION, BLOCK 44, LOTS 1-22 & LOTS 27-48	R-2	TN				
CROWS ADDITION, BLOCK 44, LOTS 23-26	R-3A	TN				
CROWS ADDITION, BLOCK 45, LOTS 1-22 & LOTS 27-34	R-2	TN				
CROWS ADDITION, BLOCK 45, LOTS 23-26	R-3A	TN				
CROWS ADDITION, BLOCK 45, LOTS 35-48	R-3	TN				
CROWS ADDITION, BLOCKS 46-48	R-1	TN				
CROWS ADDITION, BLOCK 49, LOTS 1-2 & LOTS 36-44	C-1	TN				
CROWS ADDITION, BLOCK 49, LOTS 3-35	R-1	TN				
CROWS ADDITION, BLOCKS 50-51	R-1	TN				
CROWS ADDITION, BLOCKS 52-53	R-2	TN				
CROWS ADDITION, BLOCK 54	R-1	TN				
CROWS ADDITION, BLOCK 55	R-2	TN				
CROWS ADDITION, BLOCK 56, LOTS 1-9	R-3A	TN				
CROWS ADDITION, BLOCK 56, LOTS 10-30	R-1	TN				
CROWS ADDITION, BLOCK 56, LOTS 31-44	R-2	TN				
CROWS ADDITION, BLOCK 57	R-2	TN				
CROWS ADDITION, BLOCK 58, LOTS 1-39	R-1	TN				
CROWS ADDITION, BLOCK 58, LOTS 40-48	R-2	TN				
CROWS ADDITION, BLOCK 59	R-1	TN				
CROWS ADDITION, BLOCK 60, LOTS 1-18 & LOTS 33-48	R-2	TN				
CROWS ADDITION, BLOCK 60, LOTS 19-22 & LOTS 25-32	R-3A	TN				
CROWS ADDITION, BLOCK 60, LOTS 23-24	R-3	TN				
CROWS ADDITION, BLOCK 61, LOTS 1-20 & LOTS 33-48	R-2	TN				
CROWS ADDITION, BLOCK 61, LOTS 21-32	R-3A	TN				
CROWS ADDITION, BLOCK 62	R-1	TN				
CROWS ADDITION, BLOCK 63, LOTS 1-19	R-2	TN				
CROWS ADDITION, BLOCK 63, LOTS 20-48	R-1	TN				
CROWS ADDITION, BLOCK 64, LOTS 1-22	R-2	TN				
CROWS ADDITION, BLOCK 64, LOTS 23-44	R-1	TN				
D & J INVESTMENTS ADDITION	GC-1	LM				
DAGGETT HEIGHTS, DIVISION 1	C-1	HC				
DAVID SMITH ADDITION	R-2A	R3				
DESBOROUGH PLACE SUBDIVISION, DIVISION 1, BLOCK 1, LOTS 1 & 2	PT-1	PT				
DIAMOND PARK ADDITION, DIVISION 1	PUD	REMOVE PUD				
DIANE T JOHNSON ADDITION, DIVISION 1	C-1	LC				
DISNEY & HENSON SUBDIVISION, BLOCK 1, S 40 FT LOT 3	R-3A	P				
D O E ADDITION	I&M-1	R&D				
D O E ADDITION 1ST AMENDED	I&M-1	R&D				
DUNKLEY ADDITION, DIVISION 1	HC-1	LM				
DWARF ADDITION, BLOCK 1	I&M-1	CC				

DWARF ADDITION, BLOCK 2	HC-1	CC				
DWIGHTS ADDITION, BLOCK 1, LOTS 15-30	R-2A	TN				
DWIGHTS ADDITION, BLOCK 1, LOTS 1-14 & LOTS 31-46	I&M-2	I&M				
DWIGHTS ADDITION, BLOCKS 2-3	R-2A	TN				
DWIGHTS ADDITION, BLOCKS 4-5	I&M-2	I&M				
DWIGHTS ADDITION, BLOCK 6, LOTS 3-43	R-2A	TN				
DWIGHTS ADDITION, BLOCK 6, LOTS 1-2 & LOTS 44-48	I&M-2	I&M				
DWIGHTS ADDITION, BLOCK 7, LOTS 11-35	I&M-2	I&M				
DWIGHTS ADDITION, BLOCK 7, LOTS 1-10 & LOTS 36-48	I&M-1	CC				
DWIGHTS ADDITION, BLOCK 8, LOTS 1-15 & LOTS 28-46	HC-1	CC				
DWIGHTS ADDITION, BLOCK 8, LOTS 16-27	I&M-1	CC				
DWIGHTS ADDITION, BLOCK 9	HC-1	CC				
DWIGHTS ADDITION, 37, 623 SQ FT BLOCK 10 & VACATED ALLEY & ST	I&M-2	CC				
DWIGHTS ADDITION, BLOCK 11, LOTS 1-7 & LOTS 42-48	HC-1	CC				
DWIGHTS ADDITION, BLOCK 11, LOTS 8-10 & LOTS 36-41 & VACATED STREET & ALLEY	I&M-1	CC				
DWIGHTS ADDITION, BLOCK 12, LOTS 1-11 & LOTS 30-46	GC-1	CC				
DWIGHTS ADDITION, BLOCK 12, LOTS 12-29	HC-1	CC				
DWIGHTS ADDITION, BLOCK 13	GC-1	CC				
DWIGHTS ADDITION, BLOCK 14, LOTS 1-5 & LOTS 40-48	GC-1	CC				
DWIGHTS ADDITION, BLOCK 14, LOTS 6-39	I&M-1	CC				
DWIGHTS ADDITION, BLOCK 15, LOTS 1-15	GC-1	CC				
DWIGHTS ADDITION, BLOCK 15, LOTS 16-28	I&M-1	CC				
DWIGHTS ADDITION, BLOCK 15, LOTS 31-48	HC-1	CC				
DWIGHTS ADDITION, BLOCK 16, LOTS 1-23	GC-1	CC				
DWIGHTS ADDITION, BLOCK 16, LOTS 24-47	C-1	CC				
EAGLE RIDGE, DIVISION 1, BLOCK 3, LOT 1	C-1	P				
EAGLE RIDGE, DIVISION 1, BLOCK 3, LOT 2	C-1	LC				
EAGLE RIDGE, DIVISION 2, BLOCK 1, LOTS 1 & 3	C-1	HC				
EAGLE RIDGE, DIVISION 2, BLOCK 1, LOT 2	CC-1	HC				
EAGLE RIDGE, DIVISION 3	C-1	HC				
EAGLE ROCK CROSSING, BLOCK 1, LOT 1	HC-1	P				
EAGLE ROCK CROSSING, BLOCK 1, LOT 3	CC-1	HC				
EAGLE ROCK TOWN CENTER, DIVISIONS 1-3	C-1	HC				
EAGLE ROCK TOWN CENTER, DIVISION 1, 1ST AMENDED	C-1	HC				
EAST VIEW ADDITION, DIVISION 3, BLOCK 17, LOT 22 LESS 85'	PB	R3A				
EAST SIDE LUMBER COMPANY	R-3	TN				
EDGEMONT GARDENS ADDITION, BLOCK 2, LOTS 7-9	C-1	LC				
EDGEWATER HEIGHTS, BLOCKS 2-6	R2-A	TN				
EDGEWATER HEIGHTS, BLOCK 7, LOTS 1-7	R-1	P				
EDGEWATER HEIGHTS 1ST AMENDED, LOTS 1-A, 2-A, 3-A	R-1	TN				
EDUCATION RESEARCH CENTER, DIVISION 1	M-1	R&D				
EASTERN IDAHO COMMUNITY ACTION PARTNERSHIP, DIVISION 1, BLOCK 1, APPROX. 2.4 ACRES LOT 1	GC-1	HC				
ELG ADDITION, BLOCK A, LOT 1	C-1	TN				
ELG ADDITION, BLOCK A, LOTS 2-3	R-1	TN				
ELG ADDITION, BLOCK B	R-1	TN				
ELG ADDITION, BLOCK C	R-3A	TN				
ELG ADDITION, BLOCK D	R-2A	TN				

ELG ADDITION, BLOCK F, LOTS 2-7	R-3A	TN				
ELG ADDITION, BLOCK F, LOTS 8-14	R-2A	TN				
ELKHORN ESTATES, BLOCK 1, LOTS 9-13	R-1	P				
ENERGY PLAZA	I&M-1	R&D				
ESQUIRE ACRES, DIVISION 1, BLOCK 2, LOTS 2-14	R-2	R1				
ESQUIRE ACRES, DIVISION 2, BLOCK 1, LOTS 17-19	R-1	P				
ESQUIRE ACRES, DIVISION 2, BLOCK 3, LOTS 46-47 LESS 6,294 SQ FT, LOT 48	R-1	P				
ESQUIRE ACRES, DIVISION 2, BLOCK 6, LOT 7 LESS 1,657 SQ FT, LOT 8 LESS 30.65 SQ FT, LOTS 9-13	R-1	P				
ESQUIRE ACRES, DIVISION 3, BLOCK 1, LOTS 31-33	R-1	P				
EUGENE & ROSE MARIE HANSEN ADDITION, DIVISION 1	GC-1	LM				
EVANS ADDITION, BLOCK 1, LOT 13	R-2A	R1				
EVANS ADDITION, BLOCK 1, LOT 14	R-2A	R3A				
EVANS ADDITION, BLOCK 2, LOTS 4-10	R-2A	R1				
EXIT 118 EAST, DIVISION 1, BLOCK 2, APPROX, 100 FT SOUTHERN PORTION LOT 2	I&M-1	HC				
FAIRMONT PARK 1ST AMENDED, DIVISIONS 1&2, BLOCK 1, SOUTHERN PORTION LOT 3	C-1	LC				
FAIRWAY ESTATES SUBDIVISION, DIVISIONS 1, 3 & 5	RP-A	RP				
FAIRWAY ESTATES SUBDIVISION, DIVISION 13, BLOCKS 1 & 6	RP-A	RP				
FALLS VALLEY SUBDIVISION, DIVISION 3 BLOCKS 8, 12 & 13	R-2	R1				
FALLS VALLEY SUBDIVISION, DIVISION 4, BLOCK 2, S 189,481 SQ FT LOT 10	C-1	LC				
FALLS VALLEY SUBDIVISION DIVISION 4, BLOCK 2, N 50,036 SQ FT LOT 10	C-1	R1				
FALLS VALLEY SUBDIVISION DIVISION 4, BLOCKS 5, 7 & 8	R-3A	R1				
FALLS VALLEY SUBDIVISION, DIVISION 6, BLOCK 14	R-2	R1				
FANNING AVENUE ADDITION, DIVISION 1	R-2A	R2				
FREEWAY COMMERCIAL CENTER, DIVISION 1, BLOCK 1, LOTS 1-4	C-1	LC				
FREEWAY COMMERCIAL CENTER, DIVISION 2, LOT 8	C-1	LC				
G.H.G. SUBDIVISION, BLOCK 1, LOT 1	M-1	HC				
G.H.G. SUBDIVISION, BLOCK 1, LOT 2	M-1	LM				
GARFIELD ESTATES ADDITION, DIVISION 1, BLOCK 1, LOT 1	R-3A	TN				
GARFIELD ESTATES ADDITION, DIVISION 3, BLOCKS 1, 3 & 4	R-3	TN				
GEM STATE ROASTERS ADDITION, DIVISION 1	C-1	LC				
GEORGE WASHINGTON ESTATES, DIVISION 1, BLOCK 1	PUD	Remove PUD				
GEORGE WASHINGTON ESTATES, DIVISION 7, BLOCK 8, LOT 2	R-3A	P				
GLEN BLACK MOTEL ADDITION	GC-1	HC				
GRAND TETON ADDITION	C-1	LC				
GRANT M BOWEN ADDITION, DIVISION 1, 1ST AMENDED	HC-1	LM				
GRANT M BOWEN ADDITION, DIVISION 1, 2ND AMENDED	HC-1	LM				
GRANT M BOWEN ADDITION, DIVISION 1 BLOCK 2, LOT 8	HC-1	LM				
GRANT M BOWEN ADDITION, DIVISION 1, BLOCK 4, LOT 4	HC-1	LM				
GREY RIDGE SUBDIVISION, DIVISION 1, BLOCK 1, 7.17 A LOT 1	MS	PB				
GREY RIDGE SUBDIVISION, DIVISION 1, BLOCK 1, .34 A LOT 1	RSC-1	LC				
GROWTH CENTER ADDITION, DIVISION 1, BLOCK 1, LOTS 2-3	GC-1	LM				
GROWTH CENTER ADDITION, DIVISION 1, BLOCK 2, LOT 1 & LOT 3	GC-1	LM				
GROWTH CENTER ADDITION, DIVISION 2, BLOCK 2, LOT 4	GC-1	LM				
GROWTH CENTER ADDITION, DIVISION 2, BLOCK 3, LOT 1	GC-1	LM				
GROWTH CENTER ADDITION, DIVISION 2, 1ST AMENDED	GC-1	LM				
GROWTH CENTER ADDITION, DIVISION 1, 2ND AMENDED	GC-1	LM				
GUSTAFSON PARK ADDITION, DIVISIONS 1 & 2, 1ST AMENDED	R-1	RP				

GUSTAFSON PARK ADDITION, DIVISIONS 2 & 3, 2ND AMENDED, BLOCK 1, LOTS 12-22 & LOTS 24-26	R-1	RP				
GUSTAFSON PARK ADDITION, DIVISIONS 2 & 3, 2ND AMENDED, BLOCK 1, LOT 23	R-3	RP				
GUSTAFSON PARK ADDITION DIVISIONS, 2 & 3, 2ND AMENDED, BLOCK 2, LOTS 7-13	R-1	RP				
GUSTAFSON PARK ADDITION, DIVISIONS 2 & 3, 2ND AMENDED, BLOCK 3	R-1	RP				
GUSTAFSON PARK ADDITION, DIVISION 1	R-1	RP				
HALL PARK, DIVISION 1, 1ST AMENDED	C-1	LC				
HARMAN ADDITION	C-1	LC				
HARRY L. STAVROS ADDITION	C-1	LC				
HARTWELL ACRES, DIVISION 1	R-2A	R3A				
HATCH ADDITION, DIVISION 1, BLOCK 1, LOTS 2-8	RP-A	RP				
HATCH ADDITION, DIVISION 1, BLOCK 2, LOT 2	RP-A	RP				
HATCH ADDITION, DIVISION 1, BLOCK 3	RP-A	RP				
HATCH ADDITION, DIVISION 7, BLOCK 3, S 4 FT LOT 17	RP-A	RP				
HATCH GRANDVIEW SUBDIVISION, DIVISION 3	M-1	LM				
HCA ADDITION, DIVISION 1	R-3A	PB				
HIGHLAND GARDEN CENTER ADDITION	C-1	LC				
HIGHLAND PARK ADDITION AMENDED	RP-A	RP				
HIGHLAND PARK ADDITION BLOCKS 66-67	RP-A	RP				
HIGHLAND PARK ADDITION, BLOCK 1, LOTS 1-9 & LOTS 24-32	R-1	R&D				
HIGHLAND PARK ADDITION, BLOCK 1, LOTS 10-23	C-1	R&D				
HIGHLAND PARK ADDITION, BLOCK 2, LOTS 1-2 & LOTS 29-32	R-1	R&D				
HIGHLAND PARK ADDITION, BLOCK 2, LOTS 4-16 & LOTS 23-26	R-1	P				
HIGHLAND PARK ADDITION, BLOCK 5	R-1	P				
HIGHLAND PARK ADDITION, BLOCK 6, LOTS 1-24	R-3A	TN				
HIGHLAND PARK ADDITION, BLOCK 6, LOTS 28-32	R-1	P				
HIGHLAND PARK ADDITION, BLOCK 6, LOTS 42-48	RSC-1	R3A				
HIGHLAND PARK ADDITION, BLOCK 7, LOTS 1-25 & LOTS 28-48	R-3A	TN				
HIGHLAND PARK ADDITION, BLOCK 7, LOTS 26-27	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 8, LOTS 1-23 & LOTS 25-41	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 8, LOT 24	R-1	R&D				
HIGHLAND PARK ADDITION, BLOCK 8, LOTS 41-48	R-2	TN				
HIGHLAND PARK ADDITION, BLOCKS 9 & 10	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 11, LOTS 1-16	R-2	TN				
HIGHLAND PARK ADDITION, BLOCK 11, LOTS 17-24	R-3A	TN				
HIGHLAND PARK ADDITION, BLOCK 12, LOTS 25-48	R-1 PT-1	R-1 PT				
HIGHLAND PARK ADDITION, BLOCK 13, LOTS 1-5 & LOTS 22-26	R-2	R1				
HIGHLAND PARK ADDITION, BLOCK 13, LOTS 6-13	R1	P				
HIGHLAND PARK ADDITION, BLOCK 13, LOTS 14-21	RP-A	P				
HIGHLAND PARK ADDITION, BLOCKS 14-17 & BLOCKS 19-21	RPA	P				
HIGHLAND PARK ADDITION, BLOCK 24, LOTS 1-24	R-1	TN				
HIGHLAND PARK ADDITION, BLOCKS 25-29	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 30, LOTS 1-12 & LOTS 30-38	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 30, LOTS 13-29	R-3	TN				
HIGHLAND PARK ADDITION, BLOCK 31, LOTS 1-6 & LOTS 11-19 & LOTS 25-37	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 31, LOTS 7-10 & LOTS 20-24	R-3	TN				
HIGHLAND PARK ADDITION, BLOCK 32, LOTS 1-17 & LOTS 24-36	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 32, LOTS 18-23	R-3	TN				

HIGHLAND PARK ADDITION, BLOCKS 33-37	R-1	TN				
HIGHLAND PARK ADDITION, BLOCKS 38-43 INCLUDING VACATED STREETS & ALLEYS	C-1	LC				
HIGHLAND PARK ADDITION, BLOCKS 44-61	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 62, LOTS 1-46	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 62, LOTS 47-48	C-1	TN				
HIGHLAND PARK ADDITION, BLOCK 63, LOTS 1-2	C-1	TN				
HIGHLAND PARK ADDITION, BLOCK 63, LOTS 3-48	R-1	TN				
HIGHLAND PARK ADDITION, BLOCKS 64-65	R-1	TN				
HIGHLAND PARK ADDITION, BLOCKS 66-67	RP-A	RP				
HIGHLAND PARK ADDITION, BLOCKS 68-69 & VACATED STREETS & ALLEYS	C-1	LC				
HIGHLAND PARK ADDITION, BLOCKS 70-71	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 72, LOTS 1-22 & LOTS 25-48	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 72, LOTS 23-24	C-1	TN				
HIGHLAND PARK ADDITION, BLOCK 73, LOTS 1-24 & LOTS 28-48	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 73, LOTS 25-27	C-1	TN				
HIGHLAND PARK ADDITION, BLOCKS 74-75	R-1	TN				
HIGHLAND PARK ADDITION, BLOCKS 76-77, BLOCK 78, LOTS 25-48 & VACATED STREETS & ALLEYS	R-1	P				
HIGHLAND PARK ADDITION, BLOCK 78, LOTS 1-24	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 79	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 80, LOTS 1-2	R-2	TN				
HIGHLAND PARK ADDITION, BLOCK 80, LOTS 3-36	R-1	TN				
HIGHLAND PARK ADDITION, BLOCK 80, LOTS 37-38	R-3	TN				
HIGHLAND PARK ADDITION, BLOCK 80, LOTS 39-48	C-1	TN				
HIGHLAND PARK , BLOCKS 81-82, VACATED STREET & ALLEY	R-1	P				
HOLLIPARK ADDITION, DIVISION 3, BLOCK 5, LOT 38	C-1	LC				
HOLMES ADDITION, BLOCK 13, LOTS 1-4	CC-1	DT				
HOLMES ADDITION, BLOCK 13, LOTS 5-6	R-3A	DT				
HOLMES ADDITION, BLOCK 14	CC-1	DT				
HOLMES ADDITION, BLOCK 15, LOTS 1-2	GC-1	DT				
HOLMES ADDITION, BLOCK 15, LOTS 3-18	CC-1	DT				
HOLMES ADDITION, BLOCK 16, LOTS 1-6	GC-1	DT				
HOLMES ADDITION, BLOCK 16, LOTS 7-18	CC-1	DT				
HOLMES ADDITION, BLOCKS 17-20	CC-1	DT				
HOME RANCH ADDITION, DIVISIONS 1-6	RP-A	RP				
HOME RANCH ADDITION, DIVISION 7, BLOCKS 9, 11 & 13	RP-A	RP				
HOME RANCH ADDITION, DIVISION 7, BLOCK 10, LOTS 2-4 & LOTS 9-13	RP-A	RP				
HOME RANCH ADDITION, DIVISION 7, BLOCK 10, LOTS 5-8	R-2	R1				
HOME RANCH ADDITION, DIVISION 8	RP-A	RP				
HOME RANCH ADDITION, DIVISION 9, BLOCK 10, LOTS 14-15	RP-A	RP				
HOME RANCH ADDITION, DIVISION 9, BLOCK 10, LOT 16	R-2	R1				
HOME RANCH ADDITION, DIVISION 9, BLOCK 11, LOT 1 & LOTS 8-9	R-2	R1				
HOME RANCH ADDITION, DIVISION 9, BLOCK 11, LOTS 2-3, LOTS 5-7, & LOTS 10-12	RP-A	RP				
HOME RANCH ADDITION, DIVISION 9, BLOCKS 13-14	RP-A	RP				
HOME RANCH ADDITION, DIVISION 10, BLOCK 11, LOTS 13-15 & LOTS 18-20	RP-A	RP				
HOME RANCH ADDITION, DIVISION 10, BLOCK 11, LOTS 16-17	R-2	R1				
HOME RANCH ADDITION, DIVISION 10, BLOCKS 14-15	RP-A	RP				

HOME RANCH ADDITION, DIVISION 11	RP-A	RP				
HOME RANCH ADDITION, DIVISION 12, 1ST AMENDED	R-2	RP				
HOME RANCH ADDITION, DIVISION 12, BLOCK 12, LOTS 8-34, & LOTS 39-40	RP-A	RP				
HOME RANCH ADDITION, DIVISION 12, BLOCK 12, LOTS 35-38	R-2	R1				
HOME RANCH ADDITION, DIVISION 12, BLOCK 15	RP-A	RP				
HOME RANCH ADDITION, DIVISION 13	RP-A	RP				
HOMER COMMERCIAL ADDITION, BLOCK 1, LOTS 2-4 & LOT 6, BLOCK 2, LOT 1, BLOCK 3, LOTS 4-8	GC-1	I&M				
H-S ADDITION, DIVISIONS 1-2	RSC-1	LC				
HUGHES IMPERIAL ESTATES ADDITION, DIVISION 2, BLOCK 1, W 11 FT LESS S 14.67 FT LOT 12	R-1	RP				
HUGHES IMPERIAL ESTATES ADDITION, DIVISION 2, BLOCK 1, PART LOTS 12 & 13	R-1	RP				
HUGHES IMPERIAL ESTATES ADDITION, DIVISION 2, BLOCK 1, W 10.5 FT LOT 14	R-1	RP				
HUGHES IMPERIAL ESTATES ADDITION, DIVISION 2, BLOCK 1, W 10.5 FT LOT 15	R-1	RP				
HUGHES IMPERIAL ESTATES ADDITION, DIVISION 2, BLOCK 6, 9,195 SQ FT LOT 1	R-1	RP				
IDAHO FALLS REGIONAL MEDICAL CENTER, 1ST AMENDED	R-3A	PB				
IDAHO FALLS REGIONAL MEDICAL CENTER	R-3A	PB				
INTERNATIONAL PLAZA 2ND AMENDED	M-1	LM				
INTERNATIONAL PLAZA 1ST AMENDED, BLOCK 1, LOTS 1-2	M-1	LM				
INTERNATIONAL PLAZA 1ST AMENDED, BLOCK 2, LOTS 1-3	M-1	LM				
IVANS ACRES, DIVISION 2, BLOCK 3, LOTS 7 & 7A	C-1	P				
J EARL WEST ADDITION, DIVISION 1, BLOCK 1, LOT 1 & APPROX 4,700 SQ FT LOT 2	C-1	LC				
JOHN ADAMS HEIGHTS, DIVISION 1	C-1	CC				
JOHN HEIGHTS SUBDIVISION, DIVISION 1, BLOCK 1, LOT 12	R-2A	R1				
JOHN HEIGHTS SUBDIVISION, DIVISION 1, BLOCK 1, LOTS 13-15 & LOT 21	R-2A	R3				
JOHN HEIGHTS SUBDIVISION, DIVISION 1, BLOCK 1, LOTS 16-20	R-1	R3				
JOHN HEIGHTS SUBDIVISION, DIVISION 1, BLOCK 5, LOTS 2, 4, 6 & 8	R-2A	R3				
JOHN HEIGHTS SUBDIVISION, DIVISION 1, BLOCK 7, LOTS 1, 3, 5, 7, 11, 13 & 15	R-2A	R3				
JOHN HEIGHTS SUBDIVISION, DIVISION 2, BLOCK 6, LOT 2	R-1	P				
JOHN HEIGHTS SUBDIVISION, DIVISION 4, BLOCK 5, LOTS 9-17	R-2A	R3				
JOHN HEIGHTS SUBDIVISION, DIVISION 4, BLOCK 7, LOTS 17 & LOTS 19-24 & W 53.92 FT LOT 25	R-2A	R3				
JOHN HEIGHTS SUBDIVISION, DIVISION 7, BLOCK 7 E 30 FT LOT 25, & LOTS 26-27	R-2A	HC				
JOHN HEIGHTS SUBDIVISION, DIVISION 9, BLOCK 14, LOTS 11-14	M-1	LM				
JUNIPER ADDITION 1ST AMENDED	R-2A	TN				
JUNIPER ADDITION	R-2A	TN				
JUNIPER HILLS PLAZA, BLOCK 1, LOT 2 & APPROX S 330 FT LOTS 1 & 3	PT-2	R-3A				
KEEFER OFFICE PARK, DIVISIONS 1-2	R-3A	R&D				
KEEFERS ADDITION, LOTS 19-23	RP-A	RP				
KENSINGTON PARK DIVISION 1	MS	PB				
KEYSTONE ADDITION, DIVISION 1, 1ST, 2ND & 3RD AMENDED	C-1	LC				
KINGWOOD ADDITION, DIVISION 1	C-1	LC				
KINGWOOD ADDITION, DIVISION 2, BLOCK 1, LOTS 6-9, & LOT 20	C-1	LC				
KINGWOOD ADDITION, DIVISION 2, BLOCK 1, LOTS 14-15	R-3A	P				
KINGWOOD ADDITION, DIVISION 2, BLOCK 2, LOT 1 & LOT 8	C-1	LC				
KJ'S SUNNYSIDE DIVISION 1	RSC-1	LC				
KUGLER ADDITION, DIVISION 1, BLOCK 1, LOTS 1-3	R-2	R3				
LAKESWOOD ASPENS ADDITION, DIVISION 1, BLOCK 1, LOT 1	R-1	R2				
LEGENDS DIVISION 1, 1ST AMENDED	R-1	RP				
LEWIS MECHANICAL INC ADDITION	GC-1	LM				

LORIN C ANDERSON ADDITION, DIVISION 1, 2ND AMENDED, BLOCK 1, LOTS 17-20	RSC-1	LC				
MADSEN ADDITION, DIVISION 1, 2ND AMENDED, BLOCK 1, LOT 4	C-1	LC				
MADSEN ADDITION, DIVISION 1, 1ST AMENDED, BLOCK 1, LOT 3	C-1	LC				
MARSDEN WILLIAMS ADDITION, DIVISION 1	I&M-1	LM				
MAY ADDITION	R-1	TN				
MAYFLOWER ADDITION, BLOCKS 1, PART LOTS 2-8, LOTS 6-38, PART LOTS 35-42, VACATED STREET & ALLEY	I&M-2	I&M				
MAYFLOWER ADDITION, BLOCKS 2-3	I&M-2	I&M				
MAYFLOWER ADDITION, BLOCK 4, LOTS 8-11 & LOTS 36-39, RAILROAD PROPERTY & VACATED ALLEY	I&M-2	I&M				
MAYFLOWER ADDITION, BLOCK 5, LOTS 9-39	I&M-2	I&M				
MAYFLOWER ADDITION, BLOCKS 6-7, VACATED STREET & ALLEY	I&M-2	I&M				
MAYFLOWER ADDITION, BLOCK 8, LOTS 8-39, VACATED STREET & ALLEY	I&M-2	I&M				
MAYFLOWER ADDITION, BLOCK 9, LOTS 9-38	I&M-2	I&M				
MAYFLOWER ADDITION, BLOCKS 10-11, VACATED STREET & ALLEY	I&M-2	I&M				
MAYFLOWER ADDITION, BLOCK 12 MINUS E 100 FT, VACATED STREET & ALLEY	I&M-2	I&M				
MAYFLOWER ADDITION, BLOCK 13, LOT 2, PART LOTS 3-7 & PART LOTS 36-40, LOTS 41-45 & VACATED ALLEY	HC-1	CC				
MAYFLOWER ADDITION, BLOCK 13, PART LOTS 18-25, & VACATED STREET & ALLEY	I&M-2	I&M				
MAYFLOWER ADDITION, BLOCK 14 & VACATED STREET & ALLEY	I&M-2	I&M				
MAYFLOWER ADDITION, BLOCK 15, LOTS 1-43 & VACATED STREET & ALLEY	I&M-2	I&M				
MAYFLOWER ADDITION, BLOCK 16, LOTS 1-33 & LOTS 39-45	HC-1	CC				
MAYFLOWER ADDITION, BLOCK 16, LOTS 34-38	GC-1	CC				
MCNEIL BUSINESS PARK, DIVISION 3, BLOCK 1, LOTS 7 & W 63 FT LOT 8	C-1	LC				
MCNEIL BUSINESS PARK, DIVISION 4, BLOCK 1, LOT 9 LESS E 73 FT	C-1	LC				
MEAD ADDITION, DIVISION 1	M-1	LM				
MELBOURNE PARK ADDITION, DIVISION 4	C-1	LC				
MELBOURNE PARK ADDITION, DIVISION 8, BLOCK 10 , LOTS 9-12	R-2A	R2				
MELBOURNE PARK ADDITION, DIVISION 8, BLOCK 10, LOT 23	R-2	P				
MELBOURNE PARK ADDITION, DIVISION 8, BLOCK 18, LOTS 12-22	R-2A	R2				
MELBOURNE PARK ADDITION, DIVISION 10, BLOCK 20, LOT 19	R-1	P				
MICRO INVESTMENTS ADDITION, DIVISION 1, BLOCK 1, LOT 1 LESS E 110 FT	C-1	CC				
MICRO INVESTMENTS ADDITION, DIVISION 1, BLOCK 1, E 110 FT LOT 1	R-3A	CC				
MILL RUN, DIVISION 2, BLOCK 7, LOT 6	R-1	P				
MILLIGAN COMMERCIAL PLAZA	I&M-1	HC				
MONTCLIFFE ESTATES, DIVISION 1, BLOCK 1, LOTS 2 & 5	R-1	RP				
MONTCLIFFE ESTATES, DIVISION 2, 1ST AMENDED	RP-A	RP				
MONTCLIFFE ESTATES, DIVISION 2, BLOCKS 1-2	RP-A	RP				
MONTCLIFFE ESTATES, DIVISION 2, BLOCK 3, LOTS 5-8	RP-A	RP				
NEIL BRADLEY ADDITION, DIVISIONS 1-2	R-2A	R2				
NORTH WILLOWBROOK ADDITION, BLOCK 3, LOT 19	R-1	P				
THE OLD FASHION WAY, DIVISION 1, BLOCK 2, APPROX 121 FT S PORTION LOT 2	C-1	LC				
OLIVE GROVE ADDITION, DIVISION 1, BLOCK 1, LOT 23	R-1	P				
ORIGINAL TOWNSITE, BLOCK 1 & VACATED CHAMBERLAIN ST & EAGLE ROCK ST	GC-1	DT				
ORIGINAL TOWNSITE, BLOCKS 2-3	GC-1	DT				
ORIGINAL TOWNSITE, BLOCK 4, LOTS 2-17 & VACATED ALLEY	GC-1	DT				
ORIGINAL TOWNSITE, BLOCK 4, LOTS 18-30 & VACATED BASALT ST	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 5, LOTS 1-16	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 5, LOTS 23-32	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 6, W 15 FT LOT 6, LOTS 7-16	GC-1	CC				

ORIGINAL TOWNSITE, BLOCK 6, LOTS 17-22, W 3 FT LOT 23	R-3A	CC				
ORIGINAL TOWNSITE, BLOCK 8	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 9, LOTS 13-16	R-3A	CC				
ORIGINAL TOWNSITE, BLOCK 10, LOTS 1-2	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 14, LOTS 1-5 & LOTS 28-32	GC-1	TN				
ORIGINAL TOWNSITE, BLOCK 14, LOTS 6-16 & LOTS 22-27	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 15 & VACATED ALLEY	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 16	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 17, LOTS 1-5 & LOTS 28-32	GC-1	TN				
ORIGINAL TOWNSITE, BLOCK 17, LOTS 6-10	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 18, LOTS 1-1	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 18, LOTS 4-5	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 19, LOTS 1-6	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 19, LOTS 7-12	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 20, LOTS 1-6	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 20, LOTS 7-12	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 21, LOTS 1-6	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 21, LOTS 7-12	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 22, LOTS 1-6	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 23, LOTS 1-6	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 23, LOTS 7-12	R3A	TN				
ORIGINAL TOWNSITE, BLOCK 24, LOTS 1-6	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 24, LOT 7	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 24, LOTS 8-12	R-1	TN				
ORIGINAL TOWNSITE, BLOCK 25, LOTS 1-6	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 25, LOTS 7-12	R-1	TN				
ORIGINAL TOWNSITE, BLOCK 26, LOTS 1-6	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 26, LOTS 7-12	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 27, LOTS 1-6	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 27, LOTS 7-12	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 28, LOTS 1-5 & LOT 12 & VACATED STREET & ALLEY	GC-1	CC				
ORIGINAL TOWNSITE BLOCK 28, LOTS 7-11	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 29, LOTS 1-9 & VACATED ALLEY	GC-1	CC				
ORIGINAL TOWNSITE, BLOCK 30, N END BLOCK TR 1	R-3A	P				
ORIGINAL TOWNSITE, BLOCK 30, VACATED CHESTNUT ST	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 31, LOTS 1-7	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 31, LOTS 8-10	R-3A	P				
ORIGINAL TOWNSITE, BLOCK 32	R-3A	TN				
ORIGINAL TOWNSITE, BLOCKS 33-34	R-1	TN				
ORIGINAL TOWNSITE, BLOCK 35-42	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 43, E 75 FT LOTS 1-3, LOTS 4-7, N 35 FT LOT 8, S 35 FT LOT 10, & LOTS 11-12	R-1	TN				
ORIGINAL TOWNSITE, BLOCK 43, W 75 FT LOTS 1-3, S 35 FT LOT 8, LOT 9, & N 35 FT LOT 10	R3A	TN				
ORIGINAL TOWNSITE, BLOCK 44	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 45	R-1	TN				
ORIGINAL TOWNSITE, BLOCK 46, LOTS 1-6	R1	TN				
ORIGINAL TOWNSITE, BLOCK 46, LOTS 7-12	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 47	R-3A	TN				

ORIGINAL TOWNSITE, BLOCK 48	R-1	TN				
ORIGINAL TOWNSITE, BLOCK 49, LOTS 1-6	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 49, LOTS 7-12	R-3A	P				
ORIGINAL TOWNSITE, BLOCKS 50-54	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 55	C-1	TN				
ORIGINAL TOWNSITE, BLOCK 57, LOTS 1-6	GC-1	TN				
ORIGINAL TOWNSITE, BLOCK 57, LOTS 7-12	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 58, LOTS 1-6	CC-1	TN				
ORIGINAL TOWNSITE, BLOCK 58, LOTS 7-12	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 59-60	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 61	R-1	P				
ORIGINAL TOWNSITE, BLOCK 65	R-1	P				
ORIGINAL TOWNSITE, BLOCK 66, LOTS 1-6	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 66, LOTS 7-12	R-2A	TN				
ORIGINAL TOWNSITE, BLOCK 67, LOTS 1-6	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 67, LOTS 7-12	R-2A	TN				
ORIGINAL TOWNSITE, BLOCK 68, LOTS 1-6	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 68, LOTS 7-12	R-2A	TN				
ORIGINAL TOWNSITE, BLOCK 69, LOTS 1-6	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 69, LOTS 7-12	R-2A	TN				
ORIGINAL TOWNSITE, BLOCK 70, LOTS 1-9	R-3A	TN				
ORIGINAL TOWNSITE, BLOCK 70, LOTS 10-12	R-2A	TN				
OSL ADDITION	CC-1	DT				
PARK PLACE, DIVISIONS 1-3	R-3	R1				
PARK VILLAGE ADDITION	PB	R2				
PARK-ST CLAIR, DIVISIONS 1-4	RP-A	RP				
PARK-ST CLAIR, DIVISION 1, 1ST AMENDED, BLOCK 2, LOT 1-A	MS	PB				
PARK-ST CLAIR, DIVISION 1, 1ST AMENDED, BLOCK 2, LOT 1-B	R-3	PB				
PARK-ST CLAIR, DIVISION 2, 1ST AMENDED	RP-A	RP				
PARK-ST CLAIR, DIVISION 1, 2ND AMENDED	R-3A	PB				
PARK-ST CLAIR, DIVISION 1 3RD AMENDED	R-3A	PB				
PARKWOOD ADDITION, DIVISION 1	RSC-1	LC				
PARKWOOD MEADOWS SUBDIVISION, DIVISION 1, 4TH AMENDED	RSC-1	LC				
PARKWOOD MEADOWS SUBDIVISION, DIVISION 1, 3RD AMENDED	RSC-1	LC				
PARKWOOD MEADOWS SUBDIVISION, DIVISION 1, 2ND AMENDED	RSC-1	LC				
PARKWOOD MEADOWS SUBDIVISION, DIVISION 1	RSC-1	LC				
PARKWOOD MEADOWS SUBDIVISION, DIVISION 5, BLOCK 4, PARKWOOD MEADOWS STORM POND	R-3A	P				
PARKWOOD MEADOWS SUBDIVISION, DIVISION 5, BLOCK 4, LOTS 1-5	RP-A	RP				
PARKWOOD MEADOWS SUBDIVISION, DIVISION 7, BLOCK 11, APPROX W 51 FT LOT 102	RSC-1	LC				
PHILLIPS EDISON, DIVISION 1	RSC-1	LC				
PRESTWICH COUNTRY ESTATES	R-1	RP				
R & V PARK ADDITION, DIVISION 1, BLOCK 4, LOT 5	R-2A	R3				
R & V PARK ADDITION, DIVISION 3	R-2A	R2				
RAILROAD ADDITION, BLOCK 1, LOTS 1-6	GC-1	DT				
RAILROAD ADDITION, BLOCK 2, LOTS 1-2	GC-1	DT				
RAILROAD ADDITION, BLOCK 2, LOTS 3-6	CC-1	DT				
RAILROAD ADDITION, BLOCK 3	CC-1	DT				

RAILROAD ADDITION, BLOCK 4, LOTS 1-4	CC-1	DT				
RAILROAD ADDITION, BLOCK 4, LOTS 5-6	R-3A	DT				
RAILROAD ADDITION, BLOCK 5, LOTS 1-4 & LOTS 9-12	CC-1	DT				
RAILROAD ADDITION, BLOCK 5, LOTS 5-8	R-3A	DT				
RAILROAD ADDITION, BLOCK 6	CC-1	DT				
RAILROAD ADDITION, BLOCK 7, LOTS 1-2 & E 43.2 FT LOT 11 & LOT 12	GC-1	DT				
RAILROAD ADDITION, BLOCK 7, LOTS 3-10 & W 3.08 FT LOT 11	CC-1	DT				
RAILROAD ADDITION, BLOCKS 8-9	GC-1	DT				
RAILROAD ADDITION, BLOCK 10, LOTS 1-2 & LOTS 11-12	GC-1	DT				
RAILROAD ADDITION, BLOCK 10, LOTS 3-10	CC-1	DT				
RAILROAD ADDITION, BLOCK 11	CC-1	DT				
RAILROAD ADDITION, BLOCK 12, LOTS 1-4 & LOTS 9-12	CC-1	DT				
RAILROAD ADDITION, BLOCK 12, LOTS 5-8	R-3A	DT				
RAILROAD ADDITION, BLOCKS 21-28	CC-1	DT				
REED ADDITION, DIVISION 1, BLOCK 1, LOT 1	R-1	P				
REED ADDITION, DIVISION 1, BLOCK 1, LOT 2	R-3	LC				
REX'S ADDITION, DIVISION 1	M-1	LM				
RIDGEWOOD PARK, DIVISION 1, BLOCK 1, LOT 21	R-1	P				
RIVER VIEW PLAZA DIVISION 1, 1ST AMENDED	C-1	HC				
RIVERSIDE ADDITION, BLOCK 73, LOTS 1-3 & LOTS 10-12	R-2A	TN				
RIVERSIDE ADDITION, BLOCK 73, LOTS 4-9	R-3A	TN				
RIVERSIDE ADDITION, BLOCKS 74-78 & BLOCKS 85-100	R-2A	TN				
RIVIERA HOMES ADDITION, DIVISION 1, BLOCK 2, LOTS 4-19	R-2	R1				
RIVIERA HOMES ADDITION, DIVISION 1, BLOCK 5	R-2	R1				
ROGERS ADDITION, BLOCK 1, LOTS 1-29 & W 1/2 LOT 30	R-3	TN				
ROGERS ADDITION, BLOCK 1, E 1/2 LOT 30 & LOTS 31-48	R-2	TN				
ROLLANDET PLACE, DIVISION 1	C-1	LC				
ROSE NIELSEN ADDITION, DIVISION 1, BLOCK 1	R-2	R1				
ROSE NIELSEN ADDITION, DIVISION 1, BLOCK 2, LOTS 1-4	R-2	R1				
ROSE NIELSEN ADDITION, DIVISION 1, BLOCK 3, LOTS 1-2	R-2	R1				
ROSE NIELSEN ADDITION, DIVISION 1, BLOCK 4, LOT 1	R-2	R1				
ROSE NIELSEN ADDITION, DIVISIONS 4-5	RP-A	RP				
ROSE NIELSEN ADDITION, DIVISION 7, BLOCK 10, LOTS 13-21	RP-A	RP				
ROSE NIELSEN ADDITION, DIVISIONS 8-10	RP-A	RP				
ROSE NIELSEN ADDITION, DIVISION 11, BLOCKS 14 & 19	RP-A	RP				
ROSE NIELSEN ADDITION, DIVISION 11, BLOCK 23, LOT 8	R-1	RP				
ROSE NIELSEN ADDITION, DIVISION 12, 1ST AMENDED	RP-A	RP				
ROSE NIELSEN ADDITION, DIVISION 12	RP-A	RP				
ROSE NIELSEN ADDITION, DIVISION 13, BLOCK 23, LOTS 9-11	R-1	RP				
ROSE NIELSEN ADDITION, DIVISION 13, BLOCK 23, LOTS 12-17	RP-A	RP				
ROSE NIELSEN ADDITION, DIVISION 14	RP-A	RP				
ROSE NIELSEN ADDITION, DIVISION 15, BLOCK 16, LOTS 1A,2,3A & 20	RP-A	RP				
ROSE NIELSEN ADDITION, DIVISION 101, 3RD AMENDED	C-1	LC				
ROSE NIELSEN ADDITION, DIVISION 101, 2ND AMENDED	C-1	LC				
ROSE NIELSEN ADDITION, DIVISION 101	C-1	LC				
ROSE NIELSEN ADDITION, DIVISION 102, 4TH AMENDED	C-1	LC				
ROSE NIELSEN ADDITION, DIVISION 102, 3RD AMENDED	R-3A	PB				

ROSE NIELSEN ADDITION, DIVISION 102, 2ND AMENDED	RP-A	RP				
ROSE NIELSEN ADDITION, DIVISION 102, 1ST AMENDED	C-1	LC				
ROSE NIELSEN ADDITION, DIVISION 102, BLOCK 9	RP-A	RP				
ROSE NIELSEN ADDITION, DIVISION 102, BLOCK 102, LOTS 1-2	C-1	LC				
ROSE NIELSEN ADDITION, DIVISION 102, BLOCK 103, LOTS 2-9	R-2A	R2				
ROSE NIELSEN ADDITION, DIVISION 102, BLOCK 104, LOTS 2-7	R-2A	R2				
ROSE NIELSEN ADDITION, DIVISION 102, BLOCK 105, LOTS 1-7	R-2A	R2				
ROSE NIELSEN ADDITION, DIVISION 102, BLOCK 105, LOTS 8-11	RP-A	RP				
ROSE NIELSEN ADDITION, DIVISION 102, BLOCK 107, LOTS 1-9	R-2A	R2				
ROSE NIELSEN ADDITION, DIVISION 102, BLOCK 107, LOTS 10-18	RP-A	RP				
ROSE NIELSEN ADDITION, DIVISION 102, BLOCK 109, .3 A NW COR LOT 1	R-3A	PB				
ROSE NIELSEN ADDITION, DIVISION 103, BLOCK 109, LOT 3	R-3A	PB				
ROSE NIELSEN ADDITION, DIVISION 104, 1ST AMENDED, BLOCK 101	C-1	LC				
ROSE NIELSEN ADDITION, DIVISION 104, 1ST AMENDED, BLOCK 106, LOTS 1-3	C-1	LC				
ROSE NIELSEN ADDITION, DIVISION 106	R-3A	PB				
ROSE NIELSEN ADDITION, DIVISIONS 107-108	C-1	LC				
ROSE NIELSEN ADDITION, DIVISION 109, 3RD AMENDED	C-1	LC				
ROSE NIELSEN ADDITION, DIVISION 109, 2ND AMENDED	C-1	LC				
ROSE NIELSEN ADDITION, DIVISION 109, 1ST AMENDED	C-1	LC				
ROSE NIELSEN ADDITION, DIVISION 109	C-1	LC				
ROSE NIELSEN ADDITION, DIVISION 110	R-3A	PB				
ROSE NIELSEN BUSINESS PARK, DIVISION 1	R-3A	PB				
ROSE PARK SUBDIVISION, BLOCK 1, LOTS 1-8	RP-A	RP				
ROSE PARK SUBDIVISION, BLOCK 2, LOTS 1-15, LOT 18 & TR 1 LOT 20	RP-A	RP				
ROSE PARK SUBDIVISION, BLOCK 3	RP-A	RP				
ROY H BENNETT SHOPPING CENTER, DIVISIONS 2-3	RSC-1	LC				
RUSBYS ADDITION	GC-1	LM				
SAFARI 66, DIVISION 1, 1ST AMENDED	C-1	LC				
SAFARI 66, DIVISION 1, BLOCK 1, LOT 2	PB	LC				
SAFARI 66, DIVISION 2	C-1	LC				
SAFSTROM ADDITION, DIVISION 1, BLOCK 1, LOTS 11-12	C-1	LC				
SAFSTROM ADDITION, DIVISION 1, BLOCK 2, LOTS 1-4, E 40 FT LOT 5	R-3A	P				
SAGE LAKES GOLF COURSE, DIVISION 1	R-1	P				
SAND POINTE, DIVISION 1	RP-A	RP				
SATURN PARK TOWNHOMES, DIVISION 1	C-1	LC				
SAYER BUSINESS PARK, DIVISION 1, BLOCK 2, LOT 3	HC-1	LM				
SCOTTS ADDITION, BLOCK 25, LOTS 10-14	C-1	LC				
SCOTTS ADDITION PART LOTS C & D, PETERSON PLAZA CONDO'S	C-1	CC				
SHADY GROVE, DIVISION 1	C-1	LC				
SHOPKO ACRES, DIVISION 1 1ST AMENDED	C-1	LC				
SHOPKO ACRES, DIVISION 1	C-1	LC				
SKI'S ACRES, DIVISION 1 1ST AMENDED	C-1	LC				
SMITH ADDITION, BLOCK 1, LOT 3	C-1	HC				
SNAKE RIVER LANDING, DIVISION 1, BLOCK 1, LOT 18	C-1	LC				
SNAKE RIVER LANDING, DIVISION 5	C-1	LC				
SNAKE RIVER LANDING, DIVISIONS 9-11	C-1	LC				
SOLARIA TRACT, 2ND AMENDED, BLOCK 2, LOTS 5-10	R-1	RP				

SOLARIA TRACT, 2ND AMENDED, BLOCK 6, LOT 1	GC-1	LM				
SOLARIA TRACT, BLOCK 3	R-1	P				
SOLARIA TRACT, BLOCKS 4-5	R-1	RP				
SOLSTICE, DIVISION 1	R-1	RP				
SOUTH IDAHO FALLS, BLOCK 33, LOTS 1-12 & LOTS 37-48, VACATED ALLEY & STREET	M-1	P				
SOUTH IDAHO FALLS, BLOCK 33, LOTS 13 & 36, VACATED ALLEY & STREET	C-1	P				
SOUTH IDAHO FALLS, BLOCK 33, LOTS 14-35, VACATED ALLEY & STREET	C-1	LC				
SOUTH IDAHO FALLS, BLOCK 34, LOTS 1-12 & LOTS 37-48, VACATED ALLEY & STREET	M-1	P				
SOUTH IDAHO FALLS, BLOCK 34, LOTS 13 & 36, VACATED ALLEY AND STREET	C-1	P				
SOUTH IDAHO FALLS, BLOCK 34, LOTS 14-35, VACATED ALLEY & STREET	C-1	LC				
SOUTH IDAHO FALLS, BLOCK 38, LOTS 1-12 & LOTS 37-48, VACATED ALLEY & STREET	M1	P				
SOUTH IDAHO FALLS, BLOCK 38, LOTS 13-36, VACATED ALLEY & STREET	C-1	LC				
SOUTH IDAHO FALLS, BLOCK 39, LOTS 1-12 & LOTS 37-48, VACATED ALLEY & STREET	M-1	LC				
SOUTH IDAHO FALLS, BLOCK 39, LOTS 13-36, VACATED ALLEY & STREET	C-1	LC				
SOUTH IDAHO FALLS, BLOCKS 42-43	GC-1	LM				
SOUTH LAWN ADDITION, BLOCK 1	R-2	TN				
SOUTH LAWN ADDITION, BLOCK 2, LOTS 1-2 & LOTS 5-12	R-2	TN				
SOUTH LAWN ADDITION, BLOCK 2, LOTS 3-4	R-2A	TN				
SOUTH LAWN ADDITION, BLOCK 3	R-2	TN				
SOUTH LAWN ADDITION, BLOCK 4, VACATED ALLEY & STREET	R-2	TN				
SOUTH LAWN ADDITION, BLOCK 5	R-2	TN				
SOUTH PARK ADDITION, 1ST AMENDED	R-3	TN				
SOUTH PARK ADDITION, BLOCK 1, LOTS 1-14 AND LOTS 27-28	R-3	TN				
SOUTH PARK ADDITION, BLOCK 1, LOTS 15-26	R-2	TN				
SOUTH PARK ADDITION, BLOCK 2	R-3	TN				
SOUTH PARK ADDITION, BLOCK 3	R-3	P				
SOUTH PARK ADDITION, BLOCK 4	GC-1	LM				
SOUTH PARK ADDITION, BLOCK 5, LOTS 1-4 & LOTS 32-35	C-1	LM				
SOUTH PARK ADDITION, BLOCK 5, LOTS 5-31	GC-1	LM				
SOUTH PARK ADDITION, BLOCK 6	R-3	TN				
SOUTH PARK ADDITION, BLOCK 11, LOTS 1-4	C-1	LM				
SOUTH PARK ADDITION, BLOCK 11, LOTS 5-37	GC-1	LM				
SOUTH PARK ADDITION, BLOCK 12	GC-1	LM				
SOUTH PARK ADDITION, BLOCK 13, LOTS 1-18 & LOTS 31-48	R-2	TN				
SOUTH PARK ADDITION, BLOCK 13, LOTS 19-30	R-3	TN				
SOUTH PARK ADDITION, BLOCK 15, LOTS 1-44	R-2	TN				
SOUTH PARK ADDITION, BLOCK 15, LOTS 45-48	R-3A	TN				
SOUTH PARK ADDITION, BLOCK 16, LOTS 1-9	R-3A	TN				
SOUTH PARK ADDITION, BLOCK 16, N LOTS 10-12	R-2	TN				
SOUTH PARK ADDITION, BLOCK 16, S LOTS 10-12	R-3A	TN				
SOUTH PARK ADDITION, BLOCK 16, LOTS 13-24	R-2	TN				
SOUTH PARK ADDITION, BLOCK 16, LOTS 25-34	R-2 PT-1	TN PT				
SOUTH PARK ADDITION, BLOCK 16, N LOTS 35-48	R-2 PT-1	TN PT				
SOUTH PARK ADDITION, BLOCK 16, S LOTS 35-48	R-1 PT-1	TN PT				
SOUTH PARK ADDITION, BLOCK 17, LOTS 1-24	R-2	TN				
SOUTH PARK ADDITION, BLOCK 17, LOTS 25-48	R-2 PT-1	TN PT				
SOUTH PARK ADDITION, BLOCK 18, LOTS 1-2	R-3A	TN				

SOUTH PARK ADDITION, BLOCK 18, LOTS 3-24	R-2	TN				
SOUTH PARK ADDITION, BLOCK 18, LOTS 25-48	R-2 PT-1	TN PT				
SOUTH PARK ADDITION, BLOCK 19, LOTS 1-23	GC-1	LM				
SOUTH PARK ADDITION, BLOCK 19, LOTS 24-46	GC-1	TN				
SOUTH PARK ADDITION, BLOCK 20, LOTS 1-26	GC-1	TN				
SOUTH PARK ADDITION, BLOCK 20, LOTS 27-46	R-2	TN				
SOUTH PARK ADDITION, BLOCK 21, LOTS 1-22 & LOTS 25-48	R2	TN				
SOUTH PARK ADDITION, BLOCK 21, LOTS 23-24	R-3A	TN				
SOUTH PARK ADDITION, BLOCK 22	R-2	TN				
SOUTH PARK ADDITION, BLOCK 23, LOTS 1-21 & LOTS 26-48	R-1	TN				
SOUTH PARK ADDITION, BLOCK 23, LOTS 22-25	R-2	TN				
SOUTH PARK ADDITION, BLOCK 24	R-1	TN				
SOUTH PARK ADDITION, BLOCK 25, LOTS 1-45	R-2	TN				
SOUTH PARK ADDITION, BLOCK 25, LOTS 46-48	R-1	TN				
SOUTH PARK ADDITION, BLOCK 26	R-2	TN				
SOUTH PARK ADDITION, BLOCK 27, LOTS 1-19, E 7 FT LOT 20, & LOTS 27-46	R-2	TN				
SOUTH PARK ADDITION, BLOCK 27, W 19 FT LOT 20, LOT 21 & LOTS 25-26	GC-1	TN				
SOUTH PARK ADDITION, BLOCK 28, LOTS 1-20 & LOTS 28-46	R-2	TN				
SOUTH PARK ADDITION, BLOCK 28, LOTS 21-27	GC-1	TN				
SOUTH PARK ADDITION, BLOCK 29	R-2	TN				
SOUTH PARK ADDITION, BLOCK 30, LOTS 1-6 & LOTS 42-48	R-1	TN				
SOUTH PARK ADDITION, BLOCK 30, LOTS 7-41	R-2	TN				
SOUTHPOINT, DIVISIONS 1-8	R-1	RP				
SPRING CREEK ADDITION, DIVISION 3, BLOCK 3, LOT 5	R-1	P				
ST CLAIR ESTATES, DIVISION 2, BLOCK 3, LOT 4	R-1	P				
STANGER FARMS COMMERCIAL ADDITION	GC-1	HC				
STERLING ADDITION, DIVISION 1, 1ST AMENDED	GC-1	HC				
STERLING ADDITION, DIVISION 1, 1ST AMENDED	GC-1	HC				
STONEBROOK, DIVISIONS 1-6 & DIVISIONS 8-16	RP-A	RP				
STONEBROOK, DIVISION 7, BLOCK 6 & BLOCKS 9-10	RP-A	RP				
STONEBROOK, DIVISION 7, BLOCK 12, LOTS 1-10	RP-A	RP				
STONEBROOK, DIVISION 7, BLOCK 14, LOT 14	RP-A	P				
STROBEL ADDITION, DIVISION 1, BLOCK 2	C-1	LC				
SUNNY HEIGHTS ADDITION	RP-A	RP				
SUNNYSIDE RETAIL AT SRL, DIVISION 1	C-1	HC				
SUNNYSIDE-HOLMES ADDITION	R-1	RP				
SUNTERRA, DIVISIONS 1 & 2	R-1	RP				
TAYLOR CROSSING "ON THE RIVER", DIVISION 1	C-1	HC				
TAYLOR CROSSING "ON THE RIVER", DIVISION 2, BLOCK 2, LOT 1	C-1	LC				
TAYLOR CROSSING "ON THE RIVER", DIVISION 6	C-1	LC				
TAYLOR CROSSING "ON THE RIVER" DIVISION 8, 200', ADJACENT TO PANCHERI DR	C-1	HC				
TAYLOR CROSSING "ON THE RIVER", DIVISION 8, 200' ADJACENT TO S UTAH AVE	CC-1	HC				
TAYLOR CROSSING "ON THE RIVER", DIVISION 8 1ST AMENDED	C-1	HC				
TELEVISION PARK ADDITION, BLOCK 1, LOTS 1-4, LOT 5 MINUS APPROX 8,124 SQ FT ADJACENT TO BOWER ST	C-1	LC				
TETON VIEW ESTATES, DIVISION 1, BLOCK 6, LOT 25	RSC-1	LC				
THE CHEESE FACTORY, DIVISION 1	I&M-1	CC				
THE DUNES AT SAND CREEK, DIVISION 1 , BLOCK 1, LOTS 1A, & LOTS 1-7	RP-A	RP				

THE DUNES AT SAND CREEK, DIVISION 1, BLOCK 1, LOT 10	RP-A	P				
THE DUNES AT SAND CREEK, DIVISION 1, BLOCK 2	RP-A	RP				
THE DUNES AT SAND CREEK, DIVISION 1, BLOCK 3, LOT 1A & LOTS 1-6 & LOTS 11-12	RP-A	RP				
THE DUNES AT SAND CREEK, DIVISION 1, BLOCK 3, LOT 1B & LOTS 7-10	RP-A	P				
THE DUNES AT SAND CREEK, DIVISION 2, BLOCK 1, LOTS 8-22	RP-A	RP				
THE DUNES AT SAND CREEK, DIVISION 2, BLOCK 1, LOT 8A	RP-A	P				
THE DUNES AT SAND CREEK, DIVISION 2, BLOCK 2	RP-A	RP				
THE DUNES AT SAND CREEK, DIVISION 2, BLOCK 3, LOTS 13-23	RP-A	RP				
THE DUNES AT SAND CREEK, DIVISION 2, BLOCK 3, LOT 13A	RP-A	P				
THE KIRKENDALL PROJECT CONDO'S 119,420 SQ FT COMMON AREA	C-1	CC				
THE KIRKENDALL PROJECT CONDO'S W 506 FT	C-1	CC				
THE KIRKENDALL PROJECT CONDO'S E 113 FT	R-3A	CC				
THE MEADOWS, DIVISION 6, BLOCK 9, LOT 2	R-1	P				
THE MERRILL ADDITION	RP-A	RP				
THE NARROWS, DIVISION 1	C-1	LC				
THE VILLAGE, DIVISION 3, BLOCK 4, LOT 34, BLOCK 6, LOTS 1 & 38, BLOCK 7, LOTS 1 & 46	R-3	R1				
THE VILLAGE, DIVISIONS 6-17	R-3	R1				
UNIVERSITY MANOR, DIVISION 2, BLOCK 2, LOT 11	R-3A	R1				
UNIVERSITY NORTH ADDITION, DIVISION 1, BLOCK 1, LOT 1	R-3A	R&D				
UNIVERSITY NORTH ADDITION, DIVISION 3	M-1	R&D				
UTAH AVENUE INDUSTRIAL PARK, BLOCK 1 LOT 1	I&M-1	HC				
UTAH AVENUE INDUSTRIAL PARK, BLOCK 1 LOT 2	I&M-1	CC				
UTAH AVENUE INDUSTRIAL PARK BLOCK 1, 3,267 SQ FT LOT 3 & 23,522.4 SQ FT LOT 4	I&M-1	P				
UTAH AVENUE OVERLOOK, DIVISION 1	I&M-1	HC				
VICTORIAN VILLAGE, DIVISION 3, BLOCK 8, LOT 8	R-1	P				
WATERFORD, DIVISION 2	R-3A	R1				
WATERFORD, DIVISION 4	R-3A	R1				
WATERFORD, DIVISION 5, BLOCK 2, LOTS 18-20	R-2A	R1				
WATERFORD, DIVISION 5, BLOCK 5, LOT 9	R-1	P				
WATERFORD, DIVISION 5, BLOCKS 6-7	R-2A	R1				
WATERFORD, DIVISION 5, BLOCK 8, LOTS 1	R-2A	P				
WATERFORD, DIVISION 5, BLOCK 8, LOTS 2-13	R-2A	R1				
WATERFORD, DIVISION 7, BLOCK 10, LOT 4	R-1	P				
WATERS EDGE BUSINESS PARK	GC-1	LM				
WEST BROADWAY ADDITION, 1ST AMENDED, MINUS 160 FT ADJACENT TO W BROAWAY	I&M-1	HC				
WEST BROADWAY ADDITION, BLOCK 1, LOTS 6-11	I&M-1	HC				
WEST BROADWAY ADDITION, BLOCK 2, LOTS 5-8 & VACATED ALLEY & SEATTLE ST	I&M-1	HC				
WEST BROADWAY ADDITION, BLOCKS 8-14, VACATED ALLEYS & STREETS	I&M-1	HC				
WEST JENNIE LEE SUBDIVISION, DIVISIONS 13, 15, 17 & 18	C-1	LC				
WESTERGARD ADDITION, DIVISION 2, BLOCK 1, LOT 5	I&M-1	HC				
WESTERN ESTATES, DIVISION 1	HC-1	LM				
WESTFIELD PLAZA ADDITION, DIVISION 1	C-1	LC				
WESTFIELD PLAZA ADDITION, DIVISION 2, BLOCK 1 LOT 7	C-1	LC				
WESTFIELD PLAZA ADDITION, DIVISIONS 3-4	C-1	LC				
WESTGATE ADDITION, DIVISION 1, 2ND AMENDED	C-1	LC				
WESTGATE ADDITION, DIVISION 1, BLOCK 1, LOTS 4-8	R-2A	R3A				
WESTGATE ADDITION, DIVISION 1, BLOCK 1, LOTS 9-10	R-2	R3A				

WESTGATE ADDITION, DIVISION 1, BLOCK 2, LOTS 2-3	R-2A	R3A				
WESTGATE ADDITION, DIVISION 1, BLOCK 3, S 149 FT LOT 1	C-1	LC				
WESTLAND HEIGHTS ADDITION, DIVISION 3, 1ST AMENDED, BLOCK 4, LOT 28	C-1	LC				
WESTLAND HEIGHTS ADDITION, DIVISION 3, BLOCK 4, N 120 FT LOT 17	C-1	LC				
WESTLAND HEIGHTS ADDITION, DIVISION 5, BLOCK 11, LOT 9 LESS 2,876 SQ FT, TR 9-A	R-1	P				
WESTRIDGE ADDITION, DIVISION 1, 3RD AMENDED	C-1	LC				
WESTRIDGE ADDITION, DIVISION 1, 2ND AMENDED, BLOCK 2, LOT 10	R-3A	P				
WESTRIDGE ADDITION, DIVISION 1, BLOCK 1, LOT 1 & PART LOT 3	C-1	P				
WESTRIDGE ADDITION, DIVISION 1, BLOCK 1, LOT 2	C-1	LC				
WESTRIDGE ADDITION, DIVISION 1, BLOCK 1, PART LOT 3	R-3	P				
WESTRIDGE ADDITION, DIVISION 1, BLOCK 1, LOTS 4-17	R-3	R1				
WESTRIDGE ADDITION, DIVISION 1, BLOCK 2, PART LOT 1	R-1	P				
WESTRIDGE ADDITION, DIVISION 1, BLOCK 2, PART LOT 1	R-3	P				
WESTRIDGE ADDITION, DIVISION 1, BLOCK 2, LOT 2 & LOT 16	R-3	R1				
WESTRIDGE ADDITION, DIVISION 1, BLOCK 3, LOT 1	R-3	R1				
WESTRIDGE ADDITION, DIVISION 2, BLOCK 1	R-3	R1				
WESTRIDGE ADDITION, DIVISION 2, BLOCK 2, LOT 17, AND LOT 29	R-3	R1				
WESTRIDGE ADDITION, DIVISION 2, BLOCK 3 & BLOCK 4	R-3	R1				
WESTRIDGE ADDITION, DIVISION 3, BLOCK 1	R-3	R1				
WESTRIDGE ADDITION, DIVISION 3, BLOCK 2, LOT 30 & LOT 42	R-3	R1				
WESTRIDGE ADDITION, DIVISION 3, BLOCK 4 AND BLOCK 5	R-3	R1				
WESTRIDGE COMMERCIAL PLAZA, DIVISION 1, 1ST AMENDED, BLOCK 1, LOTS 5-6	C-1	LC				
WESTRIDGE COMMERCIAL PLAZA, DIVISION 1, 1ST AMENDED, BLOCK 1, LOTS 7-10	MS	PB				
WINDSOR ADDITION, DIVISION 1	C-1	LC				
WINNS ADDITION, BLOCK 4, PART LOTS 23-30, LOTS 31-32 & VACATED BASALT ST	GC-1	CC				
WINNS ADDITION, BLOCK 5, LOTS 17-22	R-3A	TN				
WINNS ADDITION, BLOCK 10	R-3A	TN				
WINNS ADDITION, BLOCKS 11, VACATED ALLEY	GC-1	P				
WINNS ADDITION, BLOCK 12, VACATED ALLEY & HILL ST	GC-1	P				
WINNS ADDITION, BLOCKS 13-14	R-3A	TN				
WINNS ADDITION, BLOCK 17, LOTS 10-16	R-3A	TN				
WINNS ADDITION, BLOCK 17, LOTS 17-25	GC-1	TN				
WINNS ADDITION, BLOCK 18, LOTS 1-14	R-3A	TN				
WINNS ADDITION, BLOCK 18, LOTS 15-28	GC-1	TN				
WINNS ADDITION, BLOCK 19, LOTS 1-9, TR 1, VACATED ALLEY	GC-1	P				
WINNS ADDITION, BLOCK 20 & VACATED ALLEY	GC-1	CC				
WINNS ADDITION, BLOCK 21 & VACATED ALLEY	I&M-1	CC				
WOODBIDGE AT IVAN'S ACRES, DIVISION 1	R-1	RP				
YELLOWSTONE ADDITION, 1ST AMENDED, BLOCK 1, S 109 FT LOT 9	GC-1	HC				
YELLOWSTONE ADDITION, BLOCK 1, LOTS 1-4	GC-1	HC				
YORK WELL 18 SITE, DIVISION 1, BLOCK 1, W 188.58 FT	R-3A	R1				
YORK WELL 18 SITE, DIVISION 1, BLOCK 1, E 81 FT	RSC-1	R1				
YORKSIDE SUBDIVISION, DIVISION 1, BLOCKS 1, 2 & 4	R-1	RP				
YORKSIDE SUBDIVISION, DIVISION 1, BLOCK 3, LOT 1	R-1	P				
YORKSIDE SUBDIVISION, DIVISION 1, BLOCK 3, LOTS 2-6	R-1	RP				
YORKSIDE SUBDIVISION, DIVISIONS 2 & 3	R-1	RP				

UNPLATTED PROPERTIES			STREET	ADDRESS	DIRECTION	PARCEL
APPROX 24.5 A SECTIONS 12,13 & 24, T 2N, R 37E & SECTIONS 18 & 19, T 2N, R 38E SNAKE RIVER GREEN BELT	R-1	P	MEMORIAL DR	775		NO NUMBER
APPROX 6.51 A SECTIONS 12 & 24, T 2N, R 37E PORTER CANAL	HC-1	P		0		PORTER CANAL
.223 A N1/2 SE1/4, SECTION 1 T 1N, R 37E CITY OF IDAHO FALLS LANDSCAPE STRIP PARK PLACE	R-1	P		0		RP01N37E017632
.413 A S1/2 SE1/4, SECTION 1 T 1N, R 37E CITY OF IDAHO FALLS LANDSCAPE STRIP PARK PLACE	R-1	P		0		RP01N37E019048
16.64 A W1/2, NE1/4 BETWEEN RR & RD, SECTION 9, T 1N, R 38E CITY OF IDAHO FALLS	R-1	P		0		RP01N38E090936
NW1/4 LESS 18.18 A , SECTION 9, T 1N, R 38E CITY OF IDAHO FALLS SANDY DOWNS	R-1	P	EAST 65TH SOUTH	1856		RP01N38E092401
APPROX 11.85 A N1/2 SW1/4, SECTION 24, T 1N, R 38E AREA N OF E 65TH S & S SAND POINTE DIVISION 1	R-1	P	EAST 65TH SOUTH	1856		UNKNOWN
.126 A S1/2 NW1/4, SECTION 24, T 2N, R 37E	RMH	P		0		RP02N37E243576
.936 A NE1/4 NW1/4, SECTION 24, T 2N, R 37E	C-1	HC	PIONEER RD	1021	S	RPA00007244945
4.07 A N1/2 SW1/4, SECTION 24, T 2N, R 37E	C-1	HC		0		RPA00007244988
.557 A SE1/4, SECTION 24, T2N, R 37E	C-1	HC		0		RPA00007248157
11.632 A SE1/4, SECTION 26, T 2N, R 37E CITY OF IDAHO FALLS HERITAGE PARK	R-1	P		0		RPA00007269047
12.28 A NE1/4 SE1/4, SECTION 27, T 2N, R 37E	C-1	LC	BELLIN RD	2762		RPA00007277335
15.586 A N1/2 SE1/4, SECTION 27, T 2N, R 37E	C-1	LC		0		RPA00007277213
1.693 A SE1/4 NE1/4 SE1/4, SECTION 27, T 2N, R 37E	C-1	LC	BELLIN RD	2800	S	RPA00007277623
2.07 A SE COR NE1/4 SE1/4, SECTION 27, T 2N, R 37E	C-1	LC	BELLIN RD	2760	S	RPA00007277634
3.09 A S1/2 NE1/4, SECTION 27, T 2N, R 37E	C-1	LC		0		RPA00007278091
.209 A NE1/4, SECTION 35, T 2N 37E	R-1	P	KOESTER RD	3379	S	SNAKE RIVER
.480 A NW1/4, SECTION 36, T 2N, R 37E	R-1	P	SUNNYSIDE RD	3379	W	SNAKE RIVER
11.56 A W1/2, SECTION 16, T 2N, R 38 IDAHO IRRIGATION DISTRICT	R-1	LM		0		RP02N38E164140
.233 A W1/2 SW1/4 SW1/4, SECTION 16, T 2N, R 38E	RSC-1	LC		0		RPA00008166020
.190 A E1/2 E1/2 SE1/4, SECTION 29, T 2N, R 38E CITY OF IDAHO FALLS WOODRUFF & ST CLAIR STORM POND	R-3	P		0		RP02N38E299145
APPROX .475 A SW1/4, SECTION 30, T 2N, R 38E CITY OF IDAHO FALLS SUNNYSIDE WETLANDS POND NORTH	R-1	P	SUNNYSIDE RD	350	W	RPA00008306528
APPROX .358 A NW1/4, SECTION 31, T 2N, R 38E CITY OF IDAHO FALLS SUNNYSIDE WETLANDS POND SOUTH	R-1	P	SUNNYSIDE RD	355	W	RPA00008313001
ISLAND LOT 8, SECTION 25, T 3N, R 37E CITY OF IDAHO FALLS UPPER POWER PLANT	R-1	P		0		RP03N37E257531
LOT 8, 4.89 A N1/2 N1/2, SECTION 36, T 3N, R 37E CITY OF IDAHO FALLS UPPER POWER PLANT	R-1	P		0		RP03N37E360604
LOT 3, SECTION 25, T 3N, R 37E	R-1	P				RP03N37E259145
.212 A SE1/4 SW1/4, SECTION 24, T 2N, R 37E	C-1	HC	UTAH AV	1329	S	RPA00007246687
10.592 A NW1/4 SW1/4, SECTION 24, T 2N, R 37E	C-1	HC		0		RPA00007245186
APPROX .36 A NE1/4, SECTION 13, T 2N, R 37E SNAKE RIVER GREENBELT	C-1	P		0		SNAKE RIVER
.574 A SW1/4, SECTION 25, T 2N, R 37E	R-1	P		0		NO NUMBER
APPROX 39.3 A S1/2 SW1/4, SECTION 33, T 2N, R 38E	R-1	Remove PUD		0		RPA00008336601
APPROX 10.13 A S1/2 SW1/4, SECTION 33, T 2N, R 38E	RSC-1	LC		0		RPA00008336601
LOT 6 E 44, SECTION 1, T 2N, R 37E CITY OF IDAHO FALLS	M-1	LM		0		RPA00007015616
9 A W1/2 SW1/4, SECTION 1, T 2N, R 37E O S L RR	M-1	LM		0		RPA00007015664
.92 A SW1/4 SW1/4 W RR, SECTION 1, T 2N, R 37E	M-1	LM		0		RPA00007016464
APPROX 7.64 A SE1/4, SECTION 1, T 2N, R 37E	M-1	R&D		0		RPA00007017555
12.204 A SE1/4, SECTION 1, T 2N, R 37E	M-1	R&D		0		RPA00007019144
6.350 A SE1/4, SECTION 1, T 2N, R 37E	M-1	R&D		0		RPA00007019392
E1/2 NE1/4 LESS .46 A, SW1/4 NE1/4, E1/2 SW1/4, SE1/4 LESS 18.74 A SEC 11, T 2N, R 37 AIRPORT PROPERTY	M-1	LM	SKYLINE DR	2200	N	RPA00007110004
12.995 A N1/2 N1/2 NE1/4 E CENTERLINE CANAL , SECTION 12, T 2N, R 37E	M-1	R&D		0		RPA00007120047
8.754 A S1/2 S1/2 NE1/4 NE1/4, SECTION 12, T 2N, R 37E	M-1	R&D		0		RPA00007120287
5.012 A S PART NE1/4 NE1/4, SECTION 12, T 2N, R 37E	M-1	R&D		0		RPA00007120431
23.059 A LOTS 11-12 E OF RIVER, SECTION 12, T 2N, R 37E	RP-A	R&D	SCIENCE CENTER DR	1776		RPA00007121668
167.71 A LOTS 7 & 8 & SW1/4 W RIVER, SEC 12, T 2N, R 37 AIRPORT PROPERTY	M1	LM		0		RPA00007122425
APPROX 17.2 A SECTION 12, T 2N R 37E EASTERN IDAHO RAILROAD R/W	M-1	LM		0		RPA00007123008

APPROX 3.33 A SECTION 12, T 2N R 37E EASTERN IDAHO RAILROAD R/W	R-1	R&D		0		RPA00007123008
APPROX 4.27 A SECTION 12, T 2N R 37E EASTERN IDAHO RAILROAD R/W	R-3A	R&D		0		RPA00007123008
N .83 A SE COR LOT 5, SECTION 12, T 2N, R 37E	HC-1	LM	LINDSAY BLVD	1780		RPA00007126973
.71 A SE COR LOT 5, SECTION 12, T 2N, R 37E	M-1	LM	LINDSAY BLVD	1702		RPA00007127138
35.92 A LOTS 3-4 & 19.24 A LOTS 13-14 E RIVER, SECTION 12 T 2N, R 37E CITY OF IDAHO FALLS RUSSELL A FREEMAN PARK	RP-A	P	SCIENCE CENTER DR	1290		RPA00007128089
APPROX 7.633 A N1/2, SECTION 13, T 2N, R 37E	R-1	HC	VOLCANO CV	1424		RPA00007130621
APPROX 4.36 A N1/2, SECTION 13, T 2N, R 37E	R-3A	HC	VOLCANO CV	1424		RPA00007130621
10.39 A LOT 7, SECTION 13, T 2N, R 37E	GC-1	HC	LINDSAY BLVD	1440		RPA00007130720
1.92 A N1/2 SW1/4 NE1/4, SECTION 13, T 2N, R 37E	R-3A	HC		0		RPA00007131284
JOHN HOLE FOREBAY PARK SECTION 13, T 2N, R 37E	R-1	P	RIVER PKWY	0		RPA00007131403
.85 A SW1/4 NE1/4, SECTION 13, T 2N, R 37E CITY OF IDAHO FALLS E ON RAMP TO US HWY20NB	GC-1	HC		0		RPA00007131524
.92 A E1/2, SECTION 13, T 2N, R 37E	GC-1	HC	LAND BANK ST	1020		RPA00007131765
LOT 8, SECTION 13, T 2N, R 37E CITY OF IDAHO FALLS KEEFER'S ISLAND	R-1	P		0		RPA00007132355
.62 A N1/2 NE1/4 NW1/4, SECTION 13, T 2N, R 37E	GC-1	HC	LINDSAY BLVD	1680		RPA00007132409
APPROX .162 A NW1/4, SECTION 13, T 2N, R 37E	GC-1	LM		0		RPA00007132411
APPROX 25.16 A, SECTION 13, T 2N, R 37E EASTERN IDAHO RAILROAD	GC-1	LM		0		RPA00007132413
2 A NW1/4 E HWY & W RR, SECTION 13, T 2N, R 37E	GC-1	LM	LINDSAY BLVD	1475		RPA00007132417
1.336 A NE1/4 NE1/4 NW1/4, SECTION 13, T 2N, R 37E	GC-1	HC	LINDSAY BLVD	1560		RPA00007132490
.412 A NE1/4 NE1/4 NW1/4, SECTION 13, T 2N, R 37E	GC-1	HC	LINDSAY BLVD	1540		RPA00007132587
1.59 A NE1/4 NW1/4, SECTION 13, T 2N, R 37E	GC-1	HC	LINDSAY BLVD	1490		RPA00007132635
.46 A SE1/4 NE1/4 NW1/4, SECTION 13, T 2N, R 37E	GC-1	HC	LINDSAY BLVD	1490		RPA00007132731
1.20 A A E HWY & RR NW1/4, SECTION 13, T 2N, R 37E	GC-1	LM	LINDSAY BLVD	1435		RPA00007132818
.64 A E HWY & W RR NW1/4, SECTION 13, T 2N, R 37E	GC-1	LM	LINDSAY BLVD	1425		RPA00007132989
.57 A E HWY W RR NW1/4, SECTION 13, T 2N, R 37E	GC-1	LM	LINDSAY BLVD	1235		RPA00007134260
2 A SE1/4 NW1/4 E HWY & W RR, SECTION 13, T 2N,R 37E	GC-1	LM	LINDSAY BLVD	1157		RPA00007134334
.50 A N1/2N1/2 CENTER, SECTION 13, T 2N, R 37E	GC-1	LM	MERCURY AV	0		RPA00007134801
5.17 A E1/2 SW1/4, SECTION 13, T 2N, R 37E TEMPLE VIEW ELEMENTARY SCHOOL	R-1	RP	SCORPIUS DR	1500		RPA00007135337
.74 A SW COR NE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-1	RP	SATURN AV	804	N	RPA00007135358
.72 A E1/2 SW1/4 SW1/4, SECTION 13, T 2N, R 37E	R-1	RP	SATURN AV	795	N	RPA00007136096
.72 A E1/2 SW1/4 SW1/4, SECTION 13, T 2N, R 37E	R-1	RP	SATURN AV	775	N	RPA00007136145
.35 A NW1/4 SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-1	RP	SATURN AV	802	N	RPA00007136619
.31 A NW COR SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-1	RP	SATURN AV	802	N	RPA00007136622
.46 A N1/2 SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-2	RP	COLORADO AV	785	N	RPA00007136655
.66 A NW COR SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-1	RP	SATURN AV	800	N	RPA00007136667
.66 A N1/2 SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-1	RP	SATURN AV	796	N	RPA00007136676
.15 A E1/2 SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-2	R1	COLORADO AV	0	N	RPA00007136703
.75 A N1/2 E1/2 SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-2	RP	MOUNTAIN VIEW LN	1420		RPA00007136705
.265 A N1/2 SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-2	RP	SCORPIUS DR	1500		RPA00007136708
.66 A SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-1	RP	SATURN AV	790	N	RPA00007136727
.15 A N1/2 SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-2	R1	COLORADO AV	767	N	RPA00007136738
.16 A E1/2 SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-2	R1	COLORADO AV	763	N	RPA00007136751
.735 A N1/2 SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-2	RP	MOUNTAIN VIEW LN	1430		RPA00007136755
2.707 A SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-1	RP	MOUNTAIN VIEW LN	1450		RPA00007136758
.31 A W1/2 SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-1	RP	SATURN AV	784	N	RPA00007136771
.29 A E1/2 SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-2	R1	COLORADO AV	755	N	RPA00007136799
.25 A W PART SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-1	RP	SATURN AV	760	N	RPA00007136815
.233 A SW COR NW1/4 SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-1	RP	MOUNTAIN VIEW LN	1496		RPA00007136819

.54 A SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-2	RP	MOUNTAIN VIEW LN	1459		RPA00007136878
.184 A SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-2	R1	MOUNTAIN VIEW LN	1405		RPA00007136896
.36 A SE1/4 SW1/4, SECTION 13, T 2N, R 37E	R-2	RP	MOUNTAIN VIEW LN	1425		RPA00007136898
.92 A W1/2 SE1/4, SECTION 13, T 2N, R 37E	GC-1	LM	LINDSAY BLVD	857		RPA00007137876
.46 A NW1/4 SE1/4, SECTION 13, T 2N, R 37E	GC-1	LM	LINDSAY BLVD	857		RPA00007137962
APPROX 2.68 A, SECTION 13, T 2N, R 37E EASTERN IDAHO RAILROAD	I&M-1	HC		0		RPA00007137968
.46 A NW1/4 SE1/4, SECTION 13, T 2N, R 37E	GC-1	LM	QUIGLEY ST	1190		RPA00007138009
.334 A NW1/4 SE1/4, SECTION 13, T 2N, R 37E	GC-1	LM	QUIGLEY ST	1155		RPA00007138056
APPROX .613 A NW1/4 SE1/4, SECTION 13, T 2N, R 37E	GC-1	LM	CLAY AV	845		RPA00007138104
.517 A NW1/4, SE1/4, SECTION 13, T 2N, R 37E	GC-1	LM		0		RPA00007138195
.52 A NW1/4 SE1/4, SECTION 13, T 2N, R 37E	GC-1	LM	CLAY AV	805		RPA00007138223
.133 A E1/2 SW1/4 SE1/4, SECTION 13, T 2N, R 37E	I&M-1	HC		0		RPA00007138590
APPROX 1.606 A S1/2 SE1/4, SECTION 13, T 2N, R 37E	I&M-1	HC		0		RPA00007138591
7.53 A N1/2 N1/2 NE1/4, SECTION 14, T 2N, R 37E CITY OF IDAHO FALLS AIRPORT PROPERTY	M-1	LM	INTERNATIONAL WY	0		RPA00007140611
1.17 A WASTE FOR CANALS N GRANDVIEW, SECTION 14, T 2N, R 37E	M-1	LM		0		RPA00007140960
1.82 A N GRANDVIEW SECTION 14, T 2N, R 37E REINHART PARK UNPLATTED	R-1	P	WASHBURN AV	1055		RPA00007141325
160.09 A, SECTION 14, T 2N, R 37E CITY OF IDAHO FALLS AIRPORT PROPERTY	M-1	LM		0		RPA00007142401
12.8 A N1/2 SW1/4, SECTION 14, T 2N, R 37E CITY OF IDAHO FALLS ESQUIRE ACRES PARK	R-1	P	MOONLITE DR	800		RPA00007144825
.405 A SE COR W1/2 SW1/4, SECTION 14, T 2N, R 37E JACKSON FOOD STORE	C-1	LC	BROADWAY	2418	W	RPA00007146526
27.028 A NE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS OLD BUTTE SOCCER COMPLEX	R-1	P		0		RPA00007150241
1.41 A NE1/4 NE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS E SOCCER COMPLEX	R-1	P	NORTH 26TH WEST	1415		RPA00007150242
.35 A E1/2 E1/2 NE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS E SOCCER COMPLEX	R-1	P		0		RPA00007150258
.78 A SE1/4 NE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS E SOCCER COMPLEX	R-1	P		0		RPA00007150437
1 A E1/2 E1/2 NE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS E SOCCER COMPLEX	R-1	P	NORTH 26TH WEST	1313		RPA00007150529
1 A NE COR SE1/4 NE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS SOCCER COMPLEX	R-1	P		0		RPA00007151850
9.54 A SE COR NE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS AIRPORT PROPERTY	M-1	LM		0		RPA00007151992
2.355 A E1/2 SE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS OLD BUTTE SOCCER COMPLEX	M-1	P		0		RPA00007155373
2.237 A SE1/4 SW1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS OLD BUTTE SOCCER COMPLEX	M-1	P		0		RPA00007156901
18.846 A E1/2 SW1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS OLD BUTTE SOCCER COMPLEX	M-1	P	ERNEST DR	230		RPA00007157129
7.77 A NE COR NE1/4 SE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS AIRPORT PROPERTY	M-1	LM		0		RPA00007157202
1.5 A NW COR NE1/4 SE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS OLD BUTTE SOCCER COMPLEX	R-1	P		0		RPA00007157220
40.18 A NE1/4 SE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS AIRPORT PROPERTY	M-1	LM		0		RPA00007157233
13.835 A N1/2 SE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS OLD BUTTE SOCCER COMPLEX	R-1	P		0		RPA00007157802
APPROX 10.26 A W1/2 SE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS OLD BUTTE SOCCER COMPLEX	M-1	P		0		RPA00007158181
APPROX 5.720 A W1/2 SE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS OLD BUTTE SOCCER COMPLEX	R-1	P		0		RPA00007158181
15.938 A W1/2 SE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS AIRPORT PROPERTY	M-1	LM		0		RPA00007158500
19.43 A S1/2 SE1/4, SECTION 15, T 2N, R 37E CITY OF IDAHO FALLS AIRPORT PROPERTY	M-1	LM		0	W	RPA00007158543
5.02 A S1/2 N1/2 NE1/4, SECTION 22, T 2N, R 37E CITY OF IDAHO FALLS WESTRIDGE AREA	R3A	P		0		RPA00007221091
4.18 A W1/2 NW1/4, SECTION 23, T 2N, 37E CITY OF IDAHO FALLS NORTH OF TROY STORM POND	R-1	P	TROY AV	300		RPA00007233330
1 A SW1/2 NW1/4, SECTION 23, T 2N, 37E CITY OF IDAHO FALLS NORTH OF TROY STORM POND	R-1	P	TROY AV	300		RPA00007233571
1 A W1/2 NW1/4, SECTION 23, T 2N, 37E CITY OF IDAHO FALLS NORTH OF TROY STORM POND	R-1	P	TROY AV	300		RPA00007233654
5.58 A W/12 NW1/4, SECTION 23 T 2N 37E CITY OF IDAHO FALLS TROY STORM POND	R-1	P		0		RPA00007233789
APPROX 9.16 A SECTION 24, T 2N, R 37E CITY OF IDAHO FALLS PEDERSON SPORTSMAN PARK	R-1	P	BROADWAY	605	W	RPA00007240001
APPROX .722 A SE LOT 1 NE1/4, SECTION 24, T 2N, R 37E	HC-1	HC	BROADWAY	725	W	RPA00007240410
APPROX .456 A SE LOT 1 NE1/4, SECTION 24, T 2N, R 37E	I&M-1	HC	BROADWAY	725	W	RPA00007240410
.48 A S1/2 NE1/4 NE1/4, SECTION 24, T 2N, R 37E	HC-1	HC	BROADWAY	675	W	RPA00007240497
.45 A SE LOT 1 NE1/4, SECTION 24, T 2N, R 37E	I&M-1	CC	UTAH AV	150	N	RPA00007240504

.19 A S1/2 NE1/4 NE1/4, SECTION 24, T 2N, R 37E	HC-1	CC		0		RPA00007240585
APPROX 1.77 A NW1/4, SECTION 24, T 2N R 37E EASTERN IDAHO RAILROAD	CC-1	HC		0		RPA00007240610
APPROX .212 A, SECTION 24, T 2N, R 37E EASTERN IDAHO RAILROAD	GC-1	DT		0		RPA00007240610
.745 A SE1/4 NE1/4, SECTION 24, T 2N, R 37E CITY OF IDAHO FALLS RR ROW	GC-1	LM		0		RPA00007240610
APPROX 1,751 SQ FT SECTION 24, T 2N, R 37E EASTERN IDAHO RAILROAD	I&M-1	DT		0		RPA00007240610
APPROX 3.24 A NE1/4, SECTION 24, T 2N, R 37E EASTERN IDAHO RAILROAD	I&M-1	HC		0		RPA00007240610
.65 A LESS S 160 FT, NW1/4 NE1/4, SECTION 24, T 2N, R 37E	I&M-1	HC	BROADWAY	1208	W	RPA00007240614
.53 A LESS S 160 FT, NE1/4 LESS .02 A N HWY, SECTION 24, T 2N, R 37E	I&M-1	HC	BROADWAY	1260	W	RPA00007240615
.501 A SE 1/4, NW1/4 NE1/4, SECTION 24, T 2N, R 37E	I&M-1	HC	BROADWAY	895	W	RPA00007240938
1.04 A SW1/4 NE1/4, SECTION 24, T 2N, R 37E	I&M-1	HC	UTAH AV	575	S	RPA00007241542
.41 A SW1/4 NE1/4, SECTION 24, T 2N, R 37E	I&M-1	HC	MILLIGAN RD	875	S	RPA00007241592
.21 A W MILLIGAN RD E1/2, SECTION 24, T 2N, R 37E	CC-1	HC	MILLIGAN RD	866		NO NUMBER
.74 A W MILLIGAN RD E 1/2, SECTION 24, T 2N, R 37E	CC-1	HC	MILLIGAN RD	866	S	RPA00007241670
.318 A S1/2 SW1/4 NE1/4, SECTION 24, T 2N, R 37E	I&M-1	HC	MILLIGAN RD	844	S	RPA00007241719
.703 A W RIVER SE1/4 NE1/4, SECTION 24, T 2N, R 37E CITY OF IDAHO FALLS SNAKE RIVER GREENBELT W RIVER	R-1	P		0		RPA00007242076
.054 A NE1/4 NE1/4 NW1/4, SECTION 24, T 2N, R 37E	GC-1	HC		0		RPA00007242598
4.54 A S1/2 NW1/4, SECTION 24, T 2N, R 37E CITY OF IDAHO FALLS S SATURN AVE	R-3A	P	SATURN AV	0	S	RPA00007243602
.86 A SW1/4 SW1/4 NW1/4, SECTION 24, T 2N, R 37E	R-2A	R3A	PANCHERI DR	1562	W	RPA00007244063
.236 A SW1/4 SW1/4 NW1/4, SECTION 24, T 2N, R 37E	R-2A	R3A	PANCHERI DR	1574	W	RPA00007244108
.212 A NE1/4 SW1/4, SECTION 24, T 2N, R 37E	I&M-1	HC		0		RPA00007245329
3.049 A SE1/4 SW1/4, SECTION 24, T 2N, R 37E	CC-1	HC	UTAH AV	1325	S	RPA00007246646
.553 A SE1/4 SW1/4, SECTION 24, AT 2N, R 37E	CC-1	HC	UTAH AV	1321	S	RPA00007246648
.34 A W OF RIVER NE1/4 SE1/4, SECTION 24, T 2N, R 37E CITY OF IDAHO FALLS GREENBELT	R-1	P		0		RPA00007247217
.61 A W OF RIVER NE1/4 SE1/4, SECTION 24 T 2N, R 37E CITY OF IDAHO FALLS GREENBELT	R-1	P		0		RPA00007247375
APPROX .171 A VACATED R/W RIVERWALK DR, SE1/4, SECTION 24, T 2N, R 37E	I&M-1	LC		0		RPA00007247702
1.237 A E1/2 SE1/4 SE1/4, SECTION 24, T 2N, R 37E	GC-1	CC	CAPITAL AV	735	S	RPA00007247693
.151 A NE COR SE1/4 SE1/4, SECTION 24, T 2N, R 37E	I&M-1	CC				RPA00007247774
.179 A NE COR SE1/4 SE1/4, SECTION 24, T 2N, R 37E	I&M-1	CC	SHORT ST	247		RPA00007247776
.23 A NE1/4 SE1/4 SE1/4, SECTION 24, T 2N, R 37E	I&M-1	CC	CHAMBERLAIN AV	651		RPA00007247781
1.54 A W1/2 NW1/4 SE1/4, SECTION 24, T 2N, R37E	I&M-1	HC	PANCHERI DR	0		RPA00007247974
.80 A NW1/4 SE1/4, SECTION 24, T 2N, R 37E	I&M-1	HC	PANCHERI DR	945		RPA00007248059
.34 A NW1/4 SE1/4, SECTION 24, T 2N, R 37E	I&M-1	HC	PANCHERI DR	925		RPA00007248105
.27 A NW1/4 SE1/4, SECTION 24, T 2N, R 37E	I&M-1	HC	PANCHERI DR	925		RPA00007248152
.47 A NW1/4 SE1/4, SECTION 24, T 2N, R 37E	I&M-1	HC	PANCHERI DR	0		RPA00007248165
.99 A N1/2 SE1/4 SE1/4, SECTION 24, T 2N, R 37E	I&M-1	CC	CHAMBERLAIN AV	750		RPA00007249013
APPROX .313 A N PART LOT 5 SE1/4, SECTION 24, T 2N, R 37E EAST OF CHAMBERLAIN AVE	HC-1	CC	YELLOWSTONE HWY	1340	S	RPA00007249048
APPROX 2.917 A N PART LOT 5 SE1/4, SECTION 24, T 2N, R 37E EAST OF CHAMBERLAIN AVE	I&M-1	CC	YELLOWSTONE HWY	1340	S	RPA00007249048
.045 A N1/2 SE1/4 SE1/4, SECTION 24, T 2N, R 37E	I&M-1	CC		0		RPA00007249131
.615 A N1/2 SE1/4 SE1/4, SECTION 24, T 2N,R 37E	GC-1	CC	CAPITAL AV	775	S	RPA00007249135
.569 A N1/2 SE1/4 SE1/4, SECTION 24, T 2N, R 37E	I&M-1	CC		0		RPA00007249158
E 175 FT ADJACENT TO YELLOWSTONE HWY OF 1.337 A PART LOT 5 SE1/4, SECTION 24, T 2N, 37E	HC-1	CC	YELLOWSTONE HWY		S	RPA00007249191
1.337 A PART LOT 5 LESS E 175 FT ADJACENT TO YELLOWSTONE HWY, SE1/4, SECTION 24, T 2N, 37E	I&M-1	CC	YELLOWSTONE HWY		S	RPA00007249191
.97 A S1/2 N1/2 LOT 5 SE1/4, SECTION 24, T 2N, R 37E	I&M-1	CC	CAPITAL AV	1501	S	RPA00007249228
.49 A S1/2 N1/2 LOT 5, SE1/4, SECTION 24, T 2N, R 37E	I&M-1	CC	CHAMBERLAIN AV	1460	S	RPA00007249231
.77 A LOT 5, SE1/4, SECTION 24, T 2N, R 37E	C-1	CC	CHAMBERLAIN AV	827		RPA00007249234
.38 A E1/2 SE1/4 SE1/4, SECTION 24, T 2N, R 37E	HC-1	CC	YELLOWSTONE HWY	1500	S	RPA00007249194
.21 A E1/2 SE1/4 SE1/4, SECTION 24, T 2N, R 37E	HC-1	CC	YELLOWSTONE HWY	1500	S	RPA00007249286

1.29 A S1/2 W1/2 SE1/4 SE1/4, SECTION 24, T 2N, R 37E CITY OF IDAHO FALLS GREENBELT	I&M-1	P		0		RPA00007249355
.50 A LESS 175 FT ADJACENT TO S YELLOWSTONE HWY SE1/4 SE1/4 SE1/4, SECTION 24, T 2N, R 37E	I&M-1	HC	PANCHERI DR	590	W	RPA00007249379
.11 A E1/2 E1/2 SE1/4 SE1/4, SECTION 24, AT 2N, R 37E	GC-1	LM		0		RPA00007249385
.15 A SE COR SE1/4 SE1/4, SECTION 24, T 2N, R 37E	GC-1	LM	ROLLANDET AV	1610	S	RPA00007249480
.16 A SE COR SE1/4 SE1/4, SECTION 24, T 2N, R 37E	GC-1	LM	ROLLANDET AV	1650	S	RPA00007249483
.22 A SE COR SE1/4 E RR, SECTION 24, T 2N, R 37E	GC-1	LM	ROLLANDET AV	500	S	RPA00007249532
.11 A SE COR SE1/4 E RR, SECTION 24, T 2N, R 37E	GC-1	LM		0		RPA00007249581
2.08 A NE COR NE1/4, SECTION 25, T 2N, R 37E	GC-1	LM	17TH ST	517	W	RPA00007250003
APPROX 5.025 A SECTION 25, T 2N, R 37E O L S RAILROAD	GC-1	LM		0		RPA00007250005
.44 A NE1/4 NE1/4 E RR, SECTION 25, T 2N, R 37E	GC-1	LM	19TH ST	601	W	RPA00007250398
APPROX 1.1 A E1/2 NE1/4, SECTION 25, T 2N, R 37E	GC-1	LM	23RD ST	680	S	RPA00007250542
1.889 A NE1/4, SECTION 25, T 2N, R 37E CITY OF IDAHO FALLS GREENBELT	I&M-1	P				RPA00007250602
110.417 A , SECTION 25, T 2N, R 37E	C-1	LC		0		RPA00007250672
300 FT ADJACENT TO THE WESTERLY SIDE OF S YELLOWSTONE HWY OF W1/2, SEC 25, T 2N, R 37E	GC-1	LM	YELLOWSTONE HWY	2240	S	RPA00007251086
E 400 FT ADJACENT TO S YELLOWSTONE HWY OF .98 A N1/2 N1/2 SE1/4 SW1/4, SECTION 25, T 2N, R 37E	GC-1	LM	YELLOWSTONE HWY	2932	S	RPA00007256660
2.15 A N1/2 N1/2 SE1/4 SW1/4, SECTION 25, T 2N, R 37E CITY OF IDAHO FALLS SOUTH OF SOUTH TOURIST PARK	I&M-1	P	YELLOWSTONE HWY	2000	S	RPA00007256615
2.01 A NE1/4 SE1/4 SW1/4, SECTION 25, T 2N, R 37E	GC-1	LM	YELLOWSTONE HWY	2990	S	RPA00007256646
E 400 FT ADJACENT TO S YELLOWSTONE HWY OF 9.1 A S1/2 SW1/4, SECTION 25, T 2N, R 37E	GC-1	LM	YELLOWSTONE HWY	3000	S	RPA00007256703
.53 A E1/2 SE1/4 SW1/4, SECTION 25, T 2N, R 37E	GC-1	LM	YELLOWSTONE HWY	2998	S	RPA00007256736
1.8 A SE1/4 SW1/4, SECTION 25, T 2N, R 37E	GC-1	LM	YELLOWSTONE HWY	3130	S	RPA00007256848
APPROX 2,891 SQ FT S1/2 S1/2 SW1/4, SECTION 25, T 2N R 37E	GC-1	LC		0		NO NUMBER
1.88 A SE1/4 SW1/4 W HWY, SECTION 25, T 2N, R 37E	GC1	LC	SUNNYSIDE RD	1520	W	RPA00007256947
APPROX .61 A S1/2 S1/2 SW1/4, SECTION 25, T 2N R 37E	GC1	LC	SUNNYSIDE RD	1530	W	RPA00007257013
.52 A SE1/4 SW1/4, SECTION 25, T 2N, R 37E	GC1	LC	YELLOWSTONE HWY	3290	S	RPA00007257115
2.782 A N1/2 S1/2, SECTION 25 T 2N R 37E SOUTH TOURIST PARK	GC-1	P	YELLOWSTONE HWY	2000	S	RPA00007258164
4.59 A N1/2 S1/2, SECTION 25 T 2N R 37E SOUTH TOURIST PARK	I&M-1	P	YELLOWSTONE HWY	2000	S	RPA00007258164
1.29 A E/12, SECTION 25, T 2N, R 37E	GC-1	LM		0		RPA00007258211
1.82 A E1/2, SECTION 25, T 2N, R 37E	GC-1	LM	YELLOWSTONE HWY	2930	S	RPA00007258328
43.770 A E1/2, SECTION 26, T 2N, R 37E	C-1	LC		0		RPA00007262135
3.65 A S1/2 NW1/4, SECTION, 26, T 2N R 37E	R-1	P		0		RPA00007264315
APPROX 21.205 A CENTER W1/2, SECTION, 26, T 2N R 37E	R-1	P		0		RPA00007264442
APPROX 20.195 A CENTER W1/2, SECTION 26, T 2N, R 37E	R-1	P		0		RPA00007264480
15.946 A N1/2 SW1/4, SECTION 26, T 2N, R 37E	C-1	HC		0		RPA00007264958
19.543 A W1/2 SE1/4, SECTION 26, T 2N, R 37E	C-1	HC		0		RPA00007267704
9.46 A SW1/4 SE1/4, SECTION 26, T 2N, R 37E	C-1	HC	PIONEER RD	3035	S	RPA00007268372
6.034 A SW1/4 SE1/4, SECTION 26, T 2N, R 37E	C-1	HC		0		RPA00007268551
3.57 A SW1/4 SE1/4, SECTION 26, T 2N, R 37E	C-1	HC	PIONEER RD	3085	S	RPA00007268624
1 A SW1/4 SE1/4, SECTION 26, T 2N R 37E	C-1	HC	PIONEER RD	0	S	RPA00007268814
1 A SW1/4 SE1/4, SECTION 26, T 2N R 37E	C-1	HC		0		RPA00007268816
2.705 A SW1/4 SE1/4 SE1/4, SECTION 26, T 2N, R 37E	C-1	HC		0		RPA00007268871
.654 A SW COR SW1/4 SE1/4C SECTION 26, T 2N, R 37E	C-1	HC		0		RPA00007268906
.929 A SW COR SW1/4 SE1/4, SECTION 26, T 2N R 37E	C-1	HC	PIONEER RD	0	S	RPA00007268912
.45 A LOTS 7-8, SECTION 35, T 2N, R 37E	R-1	P		0		RPA00007350017
33.163 A LOTS 7-8, LOT 9, SECTION 25, T 2N, R 37E CITY OF IDAHO FALLS RYDER PARK	R-1	P	SUNNYSIDE RD	2001	W	RPA00007350112
1.404 A NE1/4 NE1/4, SECTION 35, T 2N, R 37E CITY OF IDAHO FALLS	R-1					RPA00007350096
1.447 A NE1/4 NE1/4, SECTION 35, T 2N, R 37E CITY OF IDAHO FALLS	R-1					RPA00007350240
1 A E RIVER E1/2 E1/2, SECTION 35, T 2N, R 37E CITY OF IDAHO FALLS	I&M-1	P		0		RPA00007350513

3.35 A, SECTION 25, T 2N, R 37E CITY OF IDAHO FALLS	I&M-1	P		0		RPA00007351389
.505 A CENTER S1/2 NE1/4, SECTION 35, T 2N, R 37E CITY OF IDAHO FALLS	I&M-1	P		0		RPA00007351868
TRS 5 & 5-A, SECTION 35, T 2N, R 37E CITY OF IDAHO FALLS FIELDING CEMETERY	I&M-1	P	YELLOWSTONE HWY	4600	S	RPA00007357685
1.266 A CENTER PARK N1/2 NW1/4 SECTION 36, T 2N, R 37E SW COR W SUNNYSIDE RD & S YELLOWSTONE AVE	GC-1	LC	YELLOWSTONE HWY	3330	S	RPA00007362466
.36 A N1/2 NW1/4, SECTION 36 T 2N, R 37E	GC-1	LC	YELLOWSTONE HWY	3390	S	RPA00007362514
1.44 A N1/2 NW1/4, SECTION 36, T 2N, R 37E	C-1	LC	YELLOWSTONE HWY	3400	S	RPA00007362517
.973 A NW1/4 NW1/4, SECTION 36, T 2N, R 37E	GC-1	LC	YELLOWSTONE HWY	3460	S	RPA00007362623
.89 A NW1/4 NW1/4, SECTION 36, T 2N, R 37E	GC-1	LC	YELLOWSTONE HWY	3460	S	RPA00007362689
1.4 A SE1/4 NW1/4 NW1/4, SECTION 36, T 2N, 37E	GC-1	LC	YELLOWSTONE HWY	3570	S	RPA00007362759
APPROX 2.2 A RR SW1/4, SECTION 7, T 2N, R 38E O S L RAILROAD	R-1	R&D		0		RPA00008075712
APPROX 1.45 A S RR SW COR NW1/4 SW1/4, SECTION 7, T 2N, R 38E	GC-1	LM	JEFFERSON AV	1550		RPA00008075761
APPROX .52 A S RR SW COR NW1/4 SW1/4, SECTION 7, T 2N, R 38E	R-1	LM	JEFFERSON AV	1550		RPA00008075761
.6 A NW1/4 SW1/4 SW1/4, SECTION 7 T 2N, R 38E ENGLISH CONGREGATION OF JEHOVAH'S WITNESSES	R-2A	TN	JEFFERSON AV	0		RPA00008075997
.164 A SW1/4 W HWY , SECTION 7, T 2N, R 38E	R-2A	TN	JEFFERSON AV	1380		RPA00008076511
.236 A SW1/4 W HWY , SECTION 7, T 2N, R 38E	R-2A	TN	JEFFERSON AV	1370		RPA00008076514
9.46 A SE1/4 SE1/4, SECTION 7, T 2N, R 38E	R-1	R3A	ANDERSON ST	380	W	RPA00008076876
2.56 A TECH PARK STORM POND NE1/4 SE1/4, SECTION 7, T 2N R 38E CITY OF IDAHO FALLS	I&M-1	P		0		RPA00008078195
4.16 A S1/2 SE1/4 SE1/4, SECTION 7, T 2N, R 38E	GC-1	LM	HOLMES AV	1875	N	RPA00008079290
.87 A SE1/4 SE1/4 SE1/4, SECTION 7, T 2N, R 38E	GC-1	LM	HOLMES AV	1795	N	RPA00008079435
1.42 A E1/2 SE1/4 SE1/4, SECTION 7, T 2N, R 38E	GC-1	LM	HOLMES AV	1937		RPA00008079239
1.36 A SW1/4 SE1/4 S HWY, SECTION 8, T 2N, R 38E	GC-1	HC	YELLOWSTONE HWY	1908	N	RPA00008088657
5.624 A SW COR SW1/4 NW1/4, SECTION 16, T 2N, R 38E CITY OF IDAHO FALLS CROW CREEK STORM POND	R-1	P		0		RPA00008163948
.41 A NW1/4 SW1/4 NW1/4, SECTION 16, T 2N, R 38E	C-1	LM		0		RPA00008163713
.7 A NW COR SW1/4 NW1/4, SECTION 16, T 2N, R 38E	C-1	LM				RPA00008163715
.32 A SE1/4 SW1/4 SW1/4, SECTION 16, T 2N, R 38E	R-3A	LC	1ST ST	1635	E	RPA00008166521
.31 A W1/2 E1/2 SW1/4 SW1/4, SECTION 16, T 2N, R 38E	R-3A	LC	1ST ST	1655	E	RPA00008166524
12.37 A R/W, SECTION 16, T 2N, R 38E CITY OF IDAHO FALLS MILL SUBSTATION PARK	R-1	P	N 25TH E	785		RPA00008167202
.34 A S 1/2 SE 1/4 SE 1/4 , SECTION 16, T 2N R 38E	PB	R3A	1ST ST	2367	E	RPA00008169540
1.606 A N1/2 N1/2 NE1/4, SECTION 17, T 2N, R 38E	HC-1	LM	LINCOLN RD	1020	E	RPA00008170026
1.81 A NW COR NW1/4 NE1/4, SECTION 17, T 2N, R 38E	GC-1	LM	LINCOLN RD	900	E	RPA00008170629
.95 A NW1/4 NW1/4 NE1/4, SECTION 17, T 2N, R 38E	GC-1	LM	LINCOLN RD	910	E	RPA00008170631
1.27 A NW1/4 NW1/4 NE1/4, SECTION 17, T 2N, R 38E	GC-1	LM	LINCOLN RD	920	E	RPA00008170633
1.32 A NW 1/4 NW1/4 NE1/4, SECTION 17, T 2N, R 38E	GC-1	LM	LINCOLN RD	930	E	RPA00008170635
1.37 A N1/2 NW1/4 NE1/4, SECTION 17, T 2N, R 38E	GC-1	LM	LINCOLN RD	940	E	RPA00008170639
.32 A NE1/4 NW1/4 NE1/4, SECTION 17 T 2N, R 38E	GC-1	LM	LINCOLN RD	956	E	RPA00008170640
N .38 A NE1/4 NW1/4 NE1/4, SECTION 17, T 2N, R 38E	GC-1	LM	LINCOLN RD	964	E	RPA00008170642
.23 A NE1/4 NW1/4 NE1/4, SECTION 17, T 2N, R 38E	GC-1	LM	LINCOLN RD	966	E	RPA00008170643
.171 A NE1/4 NW1/4 NE1/4 SE CANAL, SECTION 17, T 2N, R 38E	GC-1	LM	LINCOLN RD	972	E	RPA00008170645
.37 A NE1/4 NW1/4 NE1/4, SECTION 17, T 2N, R 38E	GC-1	LM	LINCOLN RD	938	E	RPA00008170688
1.059 A NE1/4 NW1/4 NE1/4 W CANAL, SECTION 17, T 2N, R 38E	GC-1	LM	LINCOLN RD	966	E	RPA00008170692
S .11 A NE1/4 NW1/4 NE1/4, SECTION 17, T 2N, R 38E	GC-1	LM	LINCOLN RD	964	E	RPA00008170738
.134 A NW1/4 NE1/4, SECTION 17, T 2N, R 38E	GC-1	LM	BARNETT AVE			RPA00008170826
.11 A NW1/4 NW1/4 NE1/4, SECTION 17, T 2N, R 38E	GC-1	LM	LINCOLN RD	914	E	RPA00008170812
.418 A NW1/4 NE1/4, SECTION 17, T 2N, R 38E	GC-1	LM		0		RPA00008170813
4.7 A SE COR E1/2 NE1/4, SECTION 17, T 2N, R 38E CITY OF IDAHO FALLS	R-1	LM		0		RPA00008172041
NW1/4 S ROAD, SECTION 17, T 2N, R 38E CITY OF IDAHO FALLS PINECREST GOLF COURSE & NORTH TOURIST PARK	R-1	P	ELVA ST	701	E	RPA00008172402
APPROX .461 E1/2 NE1/4 SW1/4, SECTION 17, T 2N, R 38E	C-1	LC	ELVA ST	840	E	RPA00008174801

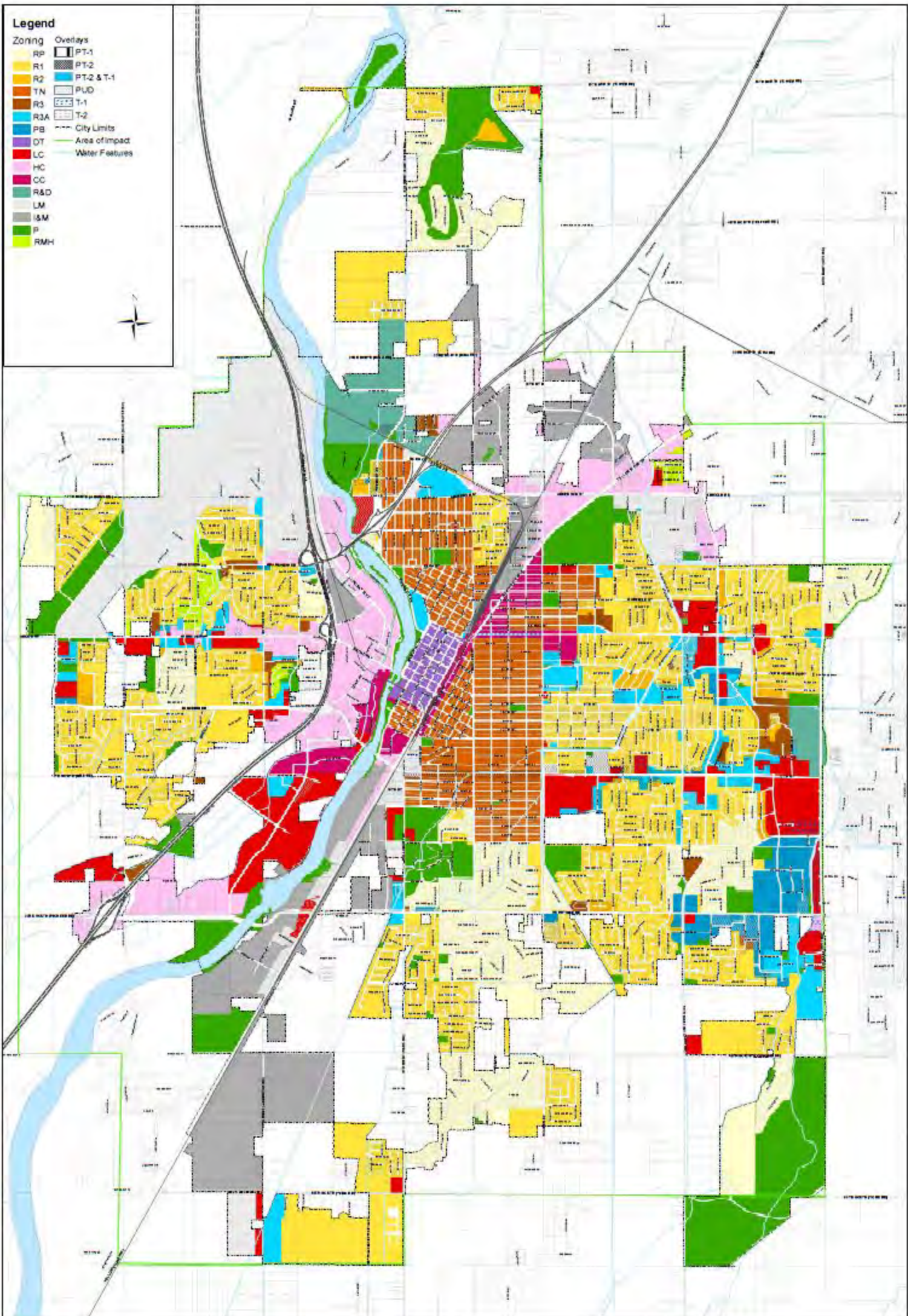
.350 A NE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-3	TN	ELVA ST	737	E	RPA00008174867
.28 A NE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-3	TN	ELVA ST	750	E	RPA00008174833
.20 A NE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-3	TN	ELVA ST	764	E	RPA00008174834
.21 A NE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-3	TN	ELVA ST	780	E	RPA00008174836
.226 A NW COR NE1/4 SW1/4, SECTION 17, T 2N, R 38E BLDG N	R-3	TN	WHITTIER ST	755		RPA00008174880
.236 A NW COR NE1/4 SW1/4, SECTION 17, T 2N, R 38E BLDG O	R-3	TN	WHITTIER ST	745		RPA00008174879
.236 A NW COR NE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-3	TN	WHITTIER ST	735		RPA00008174877
.236 A NW COR NE1/4 SW1/4, SECTION 17, T 2N, R 38E BLDG Q	R-3	TN	WHITTIER ST	725		RPA00008174876
W 75 FT .277 A NW COR NE1/4 SW1/4, SECTION 17, T 2N, R 38E BLDG R	R-1	TN	WHITTIER ST	715		RPA00008174874
E 22.24 FT .277 A NW COR NE1/4 SW1/4, SECTION 17, T 2N, R 38E BLDG R	R-3	TN	WHITTIER ST	715		RPA00008174874
.43 A NE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-1	TN	WHITTIER ST	700		RPA00008174971
W 51 FT TR 6-L SW1/4, SECTION 17, T 2N, R 38E	R-3	TN	WHITTIER ST	744		RPA00008174972
.236 A NW1/4 NE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-3	TN	WHITTIER ST	736		RPA00008174974
.236 A NW1/4 NE1/4 SW1/4, SECTION 17, T 2N, R 38E BLDG K	R-3	TN	WHITTIER ST	756		RPA00008175010
.236 A NW1/4 NE1/4 SW1/4, SECTION 17, T 2N, R 38E BLDG J	R-3	TN	WHITTIER ST	776		RPA00008175088
APPROX .83 A S1/2 NW1/4 NE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-1	TN	WABASH AV	720		RPA00008175023
APPROX .21 A S1/2 NW1/4 NE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-3	TN	WABASH AV	720		RPA00008175023
.13 A NE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-3	TN	WABASH AV	730		RPA00008175057
.007 A SE COR S1/2 NW1/4 NE1/4 SW1/4, SECTION 17 , T 2N, R 38E	R-3	TN				RPA00008175072
.017 A SE COR S1/2 NW1/4 NE1/4 SW1/4, SECTION 17 , T 2N, R 38E	R-3	TN				RPA00008175056
1.58 A SW1/4 NE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-1	TN	WABASH AV	700		RPA00008175107
.4 A E1/2 NW1/4 SE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-2A	R2	CLEVELAND ST	752		RPA00008176776
.17 A SE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-2A	R2	CLEVELAND ST	770		RPA00008176777
.23 A SE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-2A	R2	CLEVELAND ST	780		RPA00008176778
.29 A SE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-2A	R2	CLEVELAND ST	0		RPA00008176781
S 30 FT .47 A SE1/4 SW1/4, SECTION 17, T 2N, R 38E	R-1	R3	CLEVELAND ST	830		RPA00008176785
1.22 A NW COR SE1/4, SECTION 17, T 2N, R 38E CITY OF IDAHO FALLS BEL-AIRE PARK	R-1	P	ROYAL AV	900		RPA00008177817
4.02 A SE1/4 SE1/4 E CANAL , SECTION 17, T 2N, R 38E CITY OF IDAHO FALLS NORTH OF WINCO STORM POND	R-3	LC		0		RPA00008179003
APPROX 1.259 A NE1/4, NW1/4, SECTION 19, T 2N R 38E PORTIONS OF N YELLOWSTONE AVE R/W	GC-1	CC		0		NO NUMBER
7.923 A NW1/4, SECTION 19, T 2N, R 38E EASTERN IDAHO RAILROAD	GC-1					RPA00008192542
2.5 A SW1/4 NW1/4, SECTION 19, T 2N, R 38E STATE OF IDAHO	GC-1	DT	SHOUP AV	150		RPA00008194123
6.4 A SW1/4, SECTION 19, T 2N, R 38E EASTERN IDAHO RAILROAD	GC-1	LM		0		RPA00008195041
1.05 A SW1/4, SECTION 19, T 2N, R 38E EASTERN IDAHO RAILROAD	GC-1	CC		0		RPA00008195041
E 54' TR 51, 2.3 A NE1/4, SECTION 20, T 2N, R 38E	R-1	P	9TH ST	0	E	RPA00008202329
.815 E1/2 NW1/4 NW1/4, SECTION 20 T 2N, R 38E CENTER OF THE KIRKENDALL PROJECT CONDO'S	C-1	CC		0		RPA00008203248
.51 A TR 32 NW1/4 NW1/4, SECTION 20 , T 2N, R 38E	C-1	CC	4TH ST	605	E	RPA00008203295
.15 A EASEMENT NW1/4 NW1/4, SECTION 20, T 2N, R 38E	C-1	CC	4TH ST	605	E	RPA00008203296
TR 32,B LESS R/W, SECTION 20, T 2N, R 38E	C-1	CC	4TH ST	605	E	RPA00008203329
APPROX .61 A TRS 1-D, 1-E & 1-F W1/2 NW1/4, SECTION 20, T 2N, R 38E CITY OF IDAHO FALLS PARKING LOT	C-1	LC	JOHN ADAMS PKWY	0		RPA00008203474
APPROX .57 A TRS 1-D, 1-E & 1-F W1/2 NW1/4, SECTION 20, T 2N, R 38E CITY OF IDAHO FALLS LANDSCAPING	R-3A	P	JOHN ADAMS PKWY	0		RPA00008203474
.577 A SE1/4 NW1/4 NW1/4, SECTION 20, T 2N, R 38E	C-1	LC	JOHN ADAMS PKWY	665		RPA00008203477
1.48 A NW COR SE1/4, SW1/4, SECTION 20, T 2N, R 38E CITY OF IDAHO FALLS JUNE AVE STORM POND	R-1	P		0		RPA00008206807
15,374 SQ FT SW COR SE1/4, SECTION 20, T 2N, R 38E	C-1	LC	17TH ST	1025	E	RPA00008208902
1.07 A SW COR NE1/4 NW1/4, SECTION 21, T 2N, R 38E	RP-A	RP	JOHN ADAMS PKWY	1845	E	RPA00008212798
.88 A SW COR NE1/4 NW1/4, SECTION 21, T 2N, R 38E	RPA	RP	JOHN ADAMS PKWY	1875	E	RPA00008212822
1.94 A NE COR NE1/4 SE1/4, SECTION 21, T 2N, R 38E BONNEVILLE COUNTY	R-1	R&D		0		RPA00008217201
43.859 A E 1/2 SE1/4, SECTION 21, T 2N, R 38E STATE OF IDAHO EASTERN IDAHO TECHNICAL COLLEGE	R-1	R&D	S 25TH E	1600		RPA00008217204

7 A E1/2 W1/2 SE1/4, SECTION 21, T 2N, R 38E STATE OF IDAHO EASTERN IDAHO TECHNICAL COLLEGE	R-1	R&D		0		RPA00008217219
.74 A E1/2 SE1/4, SECTION 21, T 2N, R 38E	R-1	R&D	S 25TH E	1600		RPA00008217795
.25 A E1/2 SE1/4, SECTION 21, T 2N, R 38E EASTERN IDAHO VO-TECH	R-1	R&D		0		RPA00008219078
.875 A SE1/4 SE1/4, SECTION 21, T 2N, R 38E EASTERN IDAHO VO-TECH	R-1	R&D		0		RPA00008219388
3.233 A SW1/4 SW1/4, SECTION 22, T 2N, R 38E STATE OF IDAHO	R-1	R&D		0		RPA00008225407
.32 A SE COR N1/2 SW1/4, SECTION 28, T 2N, R 38E	RP-A	RP	GLENWOOD DR	2865		RPA00008285330
10.23 A W/12 SW1/4, SECTION 28 1 2N, R 38E CITY OF IDAHO FALLS WOODRUFF & ST CLAIR STORM POND	R-3	P		0		RPA00008286075
3.628 A SW COR SW1/4, SECTION 28, T 2N, R 38E	MS	PB		0		RPA00008286304
4.362 A SW COR SW1/4, SECTION 28, T 2N, R 38E	MS	PB		0		RPA00008286447
20.38 A SW1/4 LESS R/W, SECTION 28, T 2N, R 38E SUNNYSIDE PARK	R-1	P	SUNNYSIDE RD	1965		RPA00008286709
1.31 A SE1/4, SECTION 28, T 2N, R 38E CITY OF IDAHO FALLS	R-3A	PB		0		RPA00008287209
.761 A SE1/4 SE1/4 W SAND CREEK, SECTION 28, T 2N, R 38E CITY OF IDAHO FALLS ROSE NIELSON STORM POND	C-1	P		0		RPA00008289232
1.13 A SE1/4 SE1/4, SECTION 28, T 2N, R 38E CITY OF IDAHO FALLS CHANNING WAY & SAND CREEK STORM POND	C-1	P		0		RPA00008289393
31.59 A NW1/4 SW1/4, SECTION 29, T 2N, R 38E CITY OF IDAHO FALLS COMMUNITY PARK	R-1	P	25TH ST	700	E	RPA00008295401
.916 A E1/2 E1/2 SE1/4, SECTION 29, T 2N, R 38E CITY OF IDAHO FALLS WOODRUFF & ST CLAIR STORM POND	RP-A	P		0		RPA00008297777
.53 A SW1/4 SW1/4 NW1/4, SECTION 30, T 2N, R 38E MICKELSEN MARBEL	C-1	LC	ROLLANDET AV	2429	S	RPA00008304101
1.22 A SW1/4 SW1/4 NW1/4, SECTION 30, T 2N, R 38E CITY OF IDAHO FALLS	C-1	LC	ROLLANDET AV	2475	S	RPA00008304110
.06 A SW1/4 SW1/4 NW1/4, SECTION 30, T 2N, R 38E CITY OF IDAHO FALLS	C-1	LC	ROLLANDET AV	2475	S	RPA00008304149
.65 A SW COR SW1//4 NW1/4, SECTION 30,T 2N, R 38E CITY OF DIAHO FALLS	C-1	P	ROLLANDET AV	2475	S	RPA00008304157
APPROX 32.44 A NW1/4, SECTION, 30, T 2N, R 38E ROSE HILL CEMETARY	C-1	P	ROLLANDET AV	0	S	RPA00008304219
APPROX 1.1 A NW1/4, SECTION 30, T 2N, R 38E ROSE HILL CEMETARY	R-1	P	ROLLANDET AV	2355	S	RPA00008304219
82.84 AA SW1/4, SECTION 30, T 2N, R 38E TAUTPHAUS PARK	R-1	P	ROLLANDET AV	0		RPA00008304805
1.07 A NE COR SW1/4, SECTION 30, T 2N, R 38E TAUTPHAUS PARK	R-1	P	BOULEVARD	0	S	RPA00008304849
5 A W1/2 SW1/4 SW1/4, SECTION 30, T 2N, R 38E	R-1	P	ROLLANDET AV	2925	S	RPA00008306111
5.505 A NE1/4 SE1/4, SECTION 31, T 2N, R 38E TAYLORVIEW JR HIGH SCHOOL	RP-A	RP	CASTLEROCK LN	350		RPA00008317394
APPROX 5.75 A SE1/4, SECTION 1, T 1N, R 37E	R-2A	R1				RPA00017017227
APPROX 5.10 A SE1/4, SECTION 1, T 1N, R 37E	R-3A	R1				RPA00017017227
APPROX 2.90 A E1/2 SW1/4 SE1/4, SECTION 1, T 2N, R 37E	R-2A	R1		0		RPA00017018446
APPROX 2.75 A E1/2 SW1/4 SE1/4, SECTION 1, T 2N, R 37E	R-3A	R1		0		RPA00017018446
APPROX .105 A SE COR SE1/4, SECTION 1, T 1N, R 37E	R-1	LC		0		RPA00017019334
APPROX .030 A SE COR SE1/4, SECTION 1, T 1N, R 37E	R-3A	LC		0		RPA00017019334
APPROX 1.484 A SE COR SE1/4, SECTION 1, T 1N, R 37E	RSC-1	LC		0		RPA00017019334
APPROX .294 A SE COR SE1/4, SECTION 1, T 1N, R 38E	R-3A	LC		0		RPA00017019338
APPROX 3.5 A SE COR SE1/4, SECTION 1, T 1N, R 38E	RSC-1	LC	S 5TH W	6408		RPA00017019338
APPROX 9.198 A E1/2 NE1/4, SECTION 11, T 1N, R 37E	C-1	LC	S 15TH W	6888		RPA00017110048
APPROX 48.05 A E1/2 NE1/4, SECTION 11, T 1N, R 37E	M-1	LM	S 15TH W	6888		RPA00017110048
APPROX 2.16 A E 1/2 NE1/4, SECTION 11, T 1N, R 38E	C-1	LC		0		RPA00017112089
APPROX 7.84 A E 1/2 NE1/4, SECTION 11, T 1N, R 38E	M-1	LM		0		RPA00017112089
243.81 A E1/2, SECTION 4, T 1N, R 38E CITY OF IDAHO FALLS SAND CREEK GOLF COURSE	R-1	P		0		RPA00018040047
22.12 A NW1/4 NE1/4 N RD, SECTION 9, T 1N, R 38E CITY OF IDAHO FALLS SAND CREEK GOLF COURSE	R-1	P		0		RPA00018090601
14.98 A N1/2, SECTION 31, T 3N, R 38E ISLAND SAGE LAKES GOLF COURSE	R-2	Remove PUD		0		RPA00038311114

Exhibit B Zoning Map

Legend

- | Zoning | Overlays |
|--------|----------------|
| RP | PT-1 |
| R1 | PT-2 |
| R2 | PT-2 & T-1 |
| TN | PUD |
| R3 | T-1 |
| R3A | T-2 |
| PB | City Limits |
| OT | Area of Impact |
| LC | Water Features |
| HC | |
| CC | |
| R&D | |
| UM | |
| ISM | |
| P | |
| RMH | |





MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: April 2, 2018

RE: Modification of Sign, Subdivision, and Road and Bridge Code Changes to Reflect Changes to the Zoning Ordinance

A major change to the City's Zoning Ordinance is the removal and renaming of existing zones. Because other City codes refer to these zones, the references to such zones need to be removed or modified to reflect the new Zoning Ordinance. Attached are modifications to the City's Sign, Subdivision, and Road and Bridge codes which make these necessary changes. The changes will not affect the function of the codes and do not reflect any material changes to the requirements. Staff respectfully requests approval of the proposed changes.

Attachments: Adopting ordinance showing code changes

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLES 7 AND 10 MODIFYING THE ESTABLISHED COMPREHENSIVE ZONING NAMES AND ABBREVIATIONS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City has amended its Comprehensive Zoning modifying the established Zone's names and abbreviations; and

WHEREAS, these sections of City Code refer to Zones established by the Comprehensive Zoning Ordinance; and

WHEREAS, these changes are necessary so that these sections of City Code are consistent with the amended Zones' names and abbreviations established by the Zoning Ordinance; and

WHEREAS, these changes to the Sign Code, stormwater, and road and bridge sections of the Code do not modify the intent of these sections of the Code, but only reflect a change to Zone names and abbreviations.

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

SECTION 1. Title 7, Chapter 9, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

7-9-12: DEFINITIONS: The words and terms used in this Sign Code shall have the meanings indicated below.

COMMERCIAL HEAVY ZONE: Heavy commercial zones shall be the HC-1, and CC-1 zones.

COMMERCIAL, INDUSTRIAL/MANUFACTURING ZONE: Industrial/manufacturing commercial zones shall be the LM and ~~M-1, I&M-1, and I&M-2~~ zones.

COMMERCIAL, LIGHT ZONE: Light commercial zones shall be the PT/Commercial Uses, ~~C-1~~LC, and CC-1 zones.

COMMERCIAL, NEIGHBORHOOD ZONE: Neighborhood commercial zones shall be the ~~RSC-1, LNC, MS, and R&D-1~~ zones

PROFESSIONAL OFFICE ZONE: Professional office zones shall be the R-3A and PB zones.

RESIDENTIAL, MULTI-FAMILY UNIT DWELLING ZONES: Multi-family unit dwelling residential zones shall be the R-2, ~~R-2A~~, R-3, and PT/High Density Residential zones.

RESIDENTIAL, SINGLE-FAMILY UNIT DWELLING ZONES: Residential single-family unit dwelling zones shall be the RP, ~~RP-A~~, R-1, and RMH zones.

...

7-9-41: PORTABLE SIGN: One (1) portable freestanding sign is permitted per business, maximum allowable area twelve square feet (12 sq. ft.) per side if the sign is double faced. Such signs must be placed on private property and must conform to location requirements of this Sign Code and the Zoning Code. In addition, all portable signs shall comply with the following requirements:

(G) Properties zoned R-3A, PB, and ~~PT-2, RSC-1, LNC-1, and MS~~ shall be allowed a portable sign in accordance with the standards outlined in this Section when located adjacent to 17th Street, Channing Way, Broadway Avenue, Hitt Road, Sunnyside Road, Woodruff Avenue, or Yellowstone Highway.

...

7-9-43: ELECTRONIC MESSAGE CENTER SIGNS AND CHANGEABLE COPY

PANELS: Electronic message center signs and changeable copy signs shall be permitted within an on-premise freestanding pole or wall sign in all commercial zones, except in ~~LNC, PT/Commercial, M-1~~ and R&D-1 zones as provided in this Sign Code. Electronic message center signs shall not be permitted in the downtown area bounded on the north by and including G Street, on the west by and including Memorial Drive, on the east by the extended north-south alleyway located between Yellowstone Highway and Shoup Avenue, and on the south by and including Broadway.

(J) Electronic message signs and changeable copy signs shall be permitted as an on-premise freestanding pole or wall sign in an R-3A, ~~LNC, PB, MS,~~ and PT/Commercial zones only when such sign meets the following standards:

- (1) The sign is placed within the front setback adjacent to 17th Street, Broadway Avenue, Channing Way, Hitt Road, Sunnyside Road, Woodruff Avenue, or Yellowstone Highway;
- (2) The sign is at least one hundred feet (100') from the nearest single-family residential zone;
- (3) The sign is incorporated into a minimum landscaped area of seven feet (7') by ten feet (10');
- (4) The sign does not exceed thirty percent (30%) of the total allowable sign area, except that such sign may be at least thirty-two (32) square feet in area; and,
- (5) The sign complies with the standards in Sections 7-9-43.B through I of this Sign Code.

Table 1: Single-Family Residential

	RP	RP-A	R-1	RMH
AWING SIGN	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
ELECTRONIC MESSAGE CENTER	NOT ALLOWED	SCHOOLS ONLY WITH CONDITIONAL USE PERMIT	SCHOOLS ONLY WITH CONDITIONAL USE PERMIT	SCHOOLS ONLY WITH CONDITIONAL USE PERMIT

ENTRANCE SIGNS	32 sq. ft.; Top of sign 6' above grade	32 sq. ft.; Top of sign 6' above grade	32 sq. ft.; Top of sign 6' above grade	32 sq. ft.; Top of sign 6' above grade
BILLBOARDS	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
FREESTANDING POLE SIGN	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
PORTABLE FREESTANDING	One 4 sq. ft. sign	One 4 sq. ft. sign	One 4 sq. ft. sign	One 4 sq. ft. sign
PROJECTING	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
REVOLVING INTERIOR ILLUMINATION, NON-FLASHING	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
ROOF	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
SHOPPING CENTER SIGNS	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
WALL	NOT ALLOWED	NOT ALLOWED	One 18"x24" sign	One 18"x24" sign

Table 2: Multi-Family Residential

	R-2	R2-A	R-3	PT/High Density Residential
AWING SIGN	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
ELECTRONIC MESSAGE CENTER	SCHOOLS ONLY WITH CONDITIONAL USE PERMIT	SCHOOLS ONLY WITH CONDITIONAL USE PERMIT	SCHOOLS ONLY WITH CONDITIONAL USE PERMIT	NOT ALLOWED
ENTRANCE SIGNS	9 sq. ft.; Top of sign 3' above grade for commercial uses.	9 sq. ft.; Top of sign 3' above grade for commercial uses.	9 sq. ft.; Top of sign 3' above grade for commercial uses.	9 sq. ft.; Top of sign 3' above grade for commercial uses.
	32 sq. ft.; Top of sign 6' above grade	32 sq. ft.; Top of sign 6' above grade	32 sq. ft.; Top of sign 6' above grade	32 sq. ft.; Top of sign 6' above grade
BILLBOARDS	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
FREESTANDING POLE SIGN	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
PORTABLE FREESTANDING	One 4 sq. ft. sign	One 4 sq. ft. sign	One 4 sq. ft. sign	One 4 sq. ft. sign
PROJECTING	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
REVOLVING INTERIOR ILLUMINATION, NON-FLASHING	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
ROOF	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED

SHOPPING CENTER SIGNS	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
WALL	One 18"x24"sign	Not to exceed ten (10) percent of the total area of the building front, No higher than top of building or parapet wall. On premise only. Cannot project more than 18" beyond building wall or façade. Must be parallel to wall.	Not to exceed ten (10) percent of the total area of the building front, No higher than top of building or parapet wall. On premise only. Cannot project more than 18" beyond building wall or façade. Must be parallel to wall.	Not to exceed ten (10) percent of the total area of the building front, No higher than top of building or parapet wall. On premise only. Cannot project more than 18" beyond building wall or façade. Must be parallel to wall.
		One 18"x24"sign	One 18"x24" sign	One 18"x24" sign

Table 3: Professional Office

	R-3A	P-B
AWING SIGN	NOT ALLOWED	NOT ALLOWED
ELECTRONIC MESSAGE CENTER	See Section 7-9-43	See Section 7-9-43
ENTRANCE SIGNS	9 sq. ft.; Top of sign 3' above grade for commercial uses.	9 sq. ft.; Top of sign 3' above grade for commercial uses.
	32 sq. ft.; Top of sign 6' above grade	
BILLBOARDS	NOT ALLOWED	NOT ALLOWED
FREESTANDING POLE SIGN	1 sq. ft. per lineal ft. of building frontage. Not to exceed two-hundred (200) square feet maximum and not to exceed fifteen (15) feet above grade to top of sign	1 sq. ft. per lineal ft. of building frontage. Not to exceed two-hundred (200) square feet maximum and not to exceed fifteen (15) feet above grade to top of sign
PORTABLE FREESTANDING	NOT ALLOWED, except properties that fall under the requirement of Section 7-9-41.G	NOT ALLOWED, except properties that fall under the requirement of Section 7-9-41.G
PROJECTING	NOT ALLOWED	NOT ALLOWED
REVOLVING INTERIOR ILLUMINATION, NON-FLASHING	NOT ALLOWED	NOT ALLOWED
ROOF	NOT ALLOWED	NOT ALLOWED
SHOPPING CENTER SIGNS	See Section 7-9-38	See Section 7-9-38
WALL	Not to exceed ten (10) percent of the total area of the building front, No	Not to exceed ten (10) percent of the total area of the building front, No

	higher than top of building or parapet wall. On premise only. Cannot project more than 18" beyond building wall or façade. Must be parallel to wall.	higher than top of building or parapet wall. On premise only. Cannot project more than 18" beyond building wall or façade. Must be parallel to wall.
	One 18"x24" sign	

Table 4: Neighborhood Commercial

	RSC-1	LNC-1	MS	R&D-1
AWING SIGN	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.
ELECTRONIC MESSAGE CENTER	See Section 7-9-43	See Section 7-9-43	See Section 7-9-43	NOT ALLOWED
ENTRANCE SIGNS	9 sq. ft.; Top of sign 3' above grade	9 sq. ft.; Top of sign 3' above grade	9 sq. ft.; Top of sign 3' above grade	9 sq. ft.; Top of sign 3' above grade
BILLBOARDS	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
FREESTANDING POLE SIGN	1 sq. ft. per lineal ft. of building frontage. Not to exceed two-hundred (200) square feet maximum and not to exceed thirty (30) feet above grade to top of sign	1 sq. ft. per lineal ft. of building frontage. Not to exceed two-hundred (200) square feet maximum and not to exceed thirty (30) feet above grade to top of sign	1 sq. ft. per lineal ft. of building frontage. Not to exceed two-hundred (200) square feet maximum and not to exceed thirty (30) feet above grade to top of sign	1 sq. ft. per lineal ft. of building frontage. Not to exceed two-hundred (200) square feet maximum and not to exceed thirty (30) feet above grade to top of sign
PORTABLE FREESTANDING	NOT ALLOWED, except properties that fall under the requirement of Section 7-9-41.G	NOT ALLOWED, except properties that fall under the requirement of Section 7-9-41.G	NOT ALLOWED, except properties that fall under the requirement of Section 7-9-41.G	NOT ALLOWED
PROJECTING	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
REVOLVING INTERIOR ILLUMINATION, NON-FLASHING	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED

ROOF	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
SHOPPING CENTER SIGNS	See Section 7-9-38	See Section 7-9-38	See Section 7-9-38	See Section 7-9-38
WALL	Not to exceed ten (10) percent of the total area of the building front. No higher than top of building or parapet wall. Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	Not to exceed ten (10) percent of the total area of the building front. No higher than top of building or parapet wall. Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	Not to exceed ten (10) percent of the total area of the building front. No higher than top of building or parapet wall. Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	Not to exceed ten (10) percent of the total area of the building front. No higher than top of building or parapet wall. Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.

Table 5: Light Commercial

	PT/Commercial	C+LC	CC+I
AWING SIGN	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.
ELECTRONIC MESSAGE CENTER	See Section 7-9-43	See Section 7-9-43	See Section 7-9-43
ENTRANCE SIGNS	9 sq. ft.; Top of sign 3' above grade	9 sq. ft.; Top of sign 3' above grade	9 sq. ft.; Top of sign 3' above grade
BILLBOARDS	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
FREESTANDING POLE SIGN	One free-standing pole sign for each separate building or occupied structure, each not exceeding two hundred (200) square feet in area. Maximum height of 20 feet.	1 sq. ft. per lineal ft. of building frontage; maximum of 600 sq. ft. per sign, per side if double faced; If the building frontage is less than one hundred feet (100'), then the maximum sign area shall be one hundred (100) square feet. Maximum height of 60 feet.	1 sq. ft. per lineal ft. of building frontage; maximum of 600 sq. ft. per sign, per side if double faced; If the building frontage is less than one hundred feet (100'), then the maximum sign area shall be one hundred (100) square feet. Maximum height of 60 feet.
PORTABLE FREESTANDING	NOT ALLOWED, except properties that fall under	One per business. 12 square feet per side. 6 feet maximum height;	One per business. 12 square feet per side. 6 feet maximum height;

	the requirement of Section 7-9-41.G	over 3 feet high, cannot be in front setback.	over 3 feet high, cannot be in front setback.
PROJECTING	NOT ALLOWED	40 sq. ft. maximum, No higher than top of building or parapet.	15 sq. ft. maximum, No higher than 20 feet.
REVOLVING INTERIOR ILLUMINATION, NON-FLASHING	NOT ALLOWED	Visible portion area – 400 sq. ft. maximum, 60 ft. from grade to top of sign; light globes not to exceed 40 watts; 10 RPM maximum	Visible portion area – 400 sq. ft. maximum, 60 ft. from grade to top of sign; light globes not to exceed 40 watts; 10 RPM maximum
ROOF	NOT ALLOWED	One per street frontage. Maximum area 200 sq. ft. per visible area. 10 ft. above roof. Must be designed as part of the building with all structural members enclosed.	One per street frontage. Maximum area 200 sq. ft. per visible area. 10 ft. above roof. Must be designed as part of the building with all structural members enclosed.
SHOPPING CENTER SIGNS	See Section 7-9-38	See Section 7-9-38	See Section 7-9-38
WALL	Not to exceed ten (10) percent of the total area of the building front. No higher than top of building or parapet wall. Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	Not to exceed twenty (20) percent of the total area of the building front. No higher than top of building or parapet wall. Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	Not to exceed twenty (20) percent of the total area of the building front. No higher than top of building or parapet wall. Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.

Table 6: Heavy Commercial

	HC-1	GC-1LM
AWING SIGN	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.
ELECTRONIC MESSAGE CENTER	See Section 7-9-43	See Section 7-9-43
ENTRANCE SIGNS	9 sq. ft.; Top of sign 3' above grade	9 sq. ft.; Top of sign 3' above grade
BILLBOARDS	300 sq. ft., Within 100 of I-15: 672 sq. ft., LED billboards and tri-vision: 300 sq. ft. in all locations except 672 sq. ft. within 100 feet of I-15, 45 ft. from grade to top of	480 sq. ft., Within 100 of I-15: 672 sq. ft., LED billboards and tri-vision: 300 sq. ft. in all locations except 672 sq. ft. within 100 feet of I-15, 45 ft. from grade to top of

	sign, 750 feet from nearest billboard, Snake River nearest boundary of Idaho Falls Greenbelt and land owned by the City of Idaho Falls adjacent to the River, or from properties/ districts listed on National Register of Historic Places, 500 feet from nearest residential zone. No stacking or side by side billboards. See Section 7-9-50 for additional restrictions.	sign, 750 feet from nearest billboard, Snake River nearest boundary of Idaho Falls Greenbelt and land owned by the City of Idaho Falls adjacent to the River, or from properties/ districts listed on National Register of Historic Places, 500 feet from nearest residential zone. No stacking or side by side billboards. See Section 7-9-50 for additional restrictions.
FREESTANDING POLE SIGN	1 sq. ft. per lineal ft. of building frontage times number of habitable floors; maximum of 600 sq. ft. per sign. Maximum height of 60 feet.	1 sq. ft. per lineal ft. of building frontage; maximum of 600 sq. ft. per sign, per side if double faced; If the building frontage is less than one hundred feet (100'), then the maximum sign area shall be one hundred (100) square feet. Maximum height of 60 feet.
PORTABLE FREESTANDING	One per business. 12 square feet per side. 6 feet maximum height; over 3 feet high, cannot be in front setback.	One per business. 12 square feet per side. 6 feet maximum height; over 3 feet high, cannot be in front setback.
PROJECTING	40 sq. ft. maximum, No higher than top of building or parapet.	40 sq. ft. maximum, No higher than top of building or parapet.
REVOLVING INTERIOR ILLUMINATION, NON-FLASHING	Visible portion area – 400 sq. ft. maximum, 60 ft. from grade to top of sign; light globes not to exceed 40 watts; 10 RPM maximum	Visible portion area – 400 sq. ft. maximum, 60 ft. from grade to top of sign; light globes not to exceed 40 watts; 10 RPM maximum
ROOF	One per street frontage. Maximum area 200 sq. ft. per visible area. 10 ft. above roof. Must be designed as part of the building with all structural members enclosed.	One per street frontage. Maximum area 200 sq. ft. per visible area. 10 ft. above roof. Must be designed as part of the building with all structural members enclosed.
SHOPPING CENTER SIGNS	See Section 7-9-38	See Section 7-9-38
WALL	Not to exceed twenty (20) percent of the total area of the building front. No higher than top of building or parapet wall. Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	Not to exceed twenty (20) percent of the total area of the building front. No higher than top of building or parapet wall. Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.

Table 7: Industrial/Manufacturing

	M-1	I&M-1	I&M-2
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AWING SIGN	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.	Canvas or nylon awning that includes the name of the business or its logo, provided the lettering or logo occupies no more than twenty (20) percent of the surface area of the awning.
ELECTRONIC MESSAGE CENTER	NOT ALLOWED	See Section 7-9-43	See Section 7-9-43
ENTRANCE SIGNS	9 sq. ft.; Top of sign 3' above grade	9 sq. ft.; Top of sign 3' above grade	9 sq. ft.; Top of sign 3' above grade
BILLBOARDS	NOT ALLOWED	480 sq. ft., Within 100 of I-15; 672 sq. ft., LED billboards and tri-vision: 300 sq. ft. in all locations except 672 sq. ft. within 100 feet of I-15, 45 ft. from grade to top of sign, 750 feet from nearest billboard, Snake River nearest boundary of Idaho Falls Greenbelt and land owned by the City of Idaho Falls adjacent to the River, or from properties/ districts listed on National Register of Historic Places, 500 feet from nearest residential zone. No stacking or side by side billboards. See Section 7-9-50 for additional restrictions.	NOT ALLOWED
FREESTANDING POLE SIGN	1 sq. ft. per lineal ft. of building frontage; maximum of 600 sq. ft. per sign, per side if double faced; If the building frontage is less than one hundred feet (100'), then the maximum sign area shall be one hundred (100) square feet. Maximum height of 60 feet.	1 sq. ft. per lineal ft. of building frontage; maximum of 600 sq. ft. per sign, per side if double faced; If the building frontage is less than one hundred feet (100'), then the maximum sign area shall be one hundred (100) square feet. Maximum height of 60 feet.	1 sq. ft. per lineal ft. of building frontage; maximum of 600 sq. ft. per sign, per side if double faced; If the building frontage is less than one hundred feet (100'), then the maximum sign area shall be one hundred (100) square feet. Maximum height of 60 feet.

PORTABLE FREESTANDING	NOT ALLOWED	One per business. 12 square feet per side. 6 feet maximum height; over 3 feet high, cannot be in front setback.	One per business. 12 square feet per side. 6 feet maximum height; over 3 feet high, cannot be in front setback.
PROJECTING	15 sq. ft. maximum, No higher than 20 feet.	15 sq. ft. maximum, No higher than 20 feet.	15 sq. ft. maximum, No higher than 20 feet.
REVOLVING INTERIOR ILLUMINATION, NON- FLASHING	NOT ALLOWED	Visible portion area – 400 sq. ft. maximum, 60 ft. from grade to top of sign; light globes not to exceed 40 watts; 10 RPM maximum	Visible portion area – 400 sq. ft. maximum, 60 ft. from grade to top of sign; light globes not to exceed 40 watts; 10 RPM maximum
ROOF	NOT ALLOWED	One per street frontage. Maximum area 200 sq. ft. per visible area. 10 ft. above roof. Must be designed as part of the building with all structural members enclosed.	One per street frontage. Maximum area 200 sq. ft. per visible area. 10 ft. above roof. Must be designed as part of the building with all structural members enclosed.
SHOPPING CENTER SIGNS	See Section 7-9-38	See Section 7-9-38	See Section 7-9-38
WALL	Not to exceed twenty (20) percent of the total area of the building front. No higher than top of building or parapet wall. Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	Not to exceed twenty (20) percent of the total area of the building front. No higher than top of building or parapet wall. Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.	Not to exceed twenty (20) percent of the total area of the building front. No higher than top of building or parapet wall. Cannot project more than 18" beyond building wall or facade. Must be parallel to wall.

SECTION 2. Title 10, Chapter 1, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

10-1-3: DEFINITIONS:

~~COMMERCIAL ZONE: The I&M 1, I&M 2, M 1, GC 1, CC 1, HC 1, C 1, RSC 1, PB, R 3, and R 3A zones as established by the City Zoning Ordinance or, for property located outside the City, any zoning classification substantially similar to any of the foregoing zoning classifications.~~

10-1-5(E)(4)(i) All residential corner lots ~~zoned RP through R 3, inclusive~~, shall be a minimum of ten percent (10%) larger in area than the average of all non-corner lots and non-wedge shaped lots within the plat or subdivision. If fewer than ten (10) such lots are shown in the subdivision or plat under consideration, the Director may use other adjacent plats or subdivisions within the surrounding area to

calculate the average area of all similarly zoned lots within the vicinity of the subdivision.

10-1-5(J)(2)(j) A permanent dead-end street shall not be longer than four hundred feet (400'), provided, however, if all lots fronting upon such street are zoned RE, RP, ~~RP-A~~, R-1, R2 or ~~R-2TN~~, then the street may be constructed to a length not to exceed six hundred feet (600'). Notwithstanding the foregoing, no conditional use or building permit shall be issued for the construction of a school, church, day care center, or multifamily dwelling unit with more than two (2) units, where the primary vehicular access for such use is upon a permanent dead-end street having a length in excess of four hundred feet (400'). Every permanent dead-end street shall have a closed end with a turnaround with a street right-of-way line diameter of at least ninety feet (90') minimum or as required by the Fire Marshal.

CHAPTER 2 BRIDGE AND STREET REGULATIONS

SECTION 3. Title 10, Chapter 2, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

10-2-2: DEFINITIONS: Words and phrases used in this Chapter shall have the meanings ascribed in the Subdivision Ordinance, and as ascribed below:

COMMERCIAL ZONE: The I&M-1, ~~I&M 2~~, M-1, ~~GC 1~~, LM, R&D, ~~CC-1~~, ~~HC-1~~, ~~C-1~~LC, ~~RSC-1~~, PB, R-3 and R-3A zones as established by the Zoning Ordinance of the City or with respect to property located outside the City, any other zoning classification substantially similar to any of the foregoing zoning classifications.

...

10-2-5: AMOUNT OF FEES: A "Bridge and Arterial Streets Fee" shall be assessed to each developer seeking annexation of lands to the City or seeking private access from any property situated outside the City to any public street or alley within the City. Such fee shall be based upon the number of parking spaces required by the City Zoning Ordinance for the zoning classification of the property annexed or served by such private access, in accordance with the table below. The amount of the fee shall be in an amount set from time to time by Resolution of the Council for each required parking space, in accordance with the following:

Zones	Required Parking Spaces
<u>RE</u> , <u>RP</u> , RP-A , R-1, RMH	2 spaces per platted lot; 5 spaces per acre if unplatted
<u>TN</u> , R-2	10 spaces per acre
R-2A	14 spaces per acre
Commercial	25 spaces per acre

~~For the purposes of the foregoing, the following zones shall be deemed to be "Commercial": R-3, R-3A, PB, PT-1, PT-2, I&M-1, I&M-2 and M-1, LNC, RSC-1, C-1, HC-1, GC-1. Notwithstanding the~~

foregoing, if a ~~dwelling, single-family dwelling~~ unit is or will be constructed upon a lot located in an R-2, ~~R-2A~~, R-3 or R-3A zone, the fee shall be assessed as though the lot were zoned R-1.

For the purposes of determining the zoning classification for property located outside the City, the zoning classification used to compute such fees shall be the City zoning classification which is most similar to the actual zoning classification established by the government entity having jurisdiction over the Developer's subdivision or property, provided however no fee shall be charged if the property has been zoned primarily for agricultural use.

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

SECTION 5. 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 6. 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 7. 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 April, 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,
AMENDING TITLES 7 AND 10 MODIFYING THE ESTABLISHED
COMPREHENSIVE ZONING NAMES AND ABBREVIATIONS; PROVIDING
SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK