



**SPECIAL CITY COUNCIL MEETING**  
**Monday, July 30, 2018**  
**7:30 p.m.**

**CITY COUNCIL CHAMBERS**  
**680 Park Avenue**  
**Idaho Falls, ID 83402**

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

**1. Call to Order.**

**2. Pledge of Allegiance.**

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

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

**A. Item from Public Works:**

- 1) Bid Award – Community Park Pathway Improvements

**B. Item from Municipal Services:**

- 1) Treasurer's Report for the month of May, 2018

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

- 1) Expenditure Summary for the month of June, 2018
- 2) Minutes from the June 28, 2018 Council Meeting; July 9, 2018 Council Work Session; July 10, 2018 Council Budget Session; and, July 12, 2018 Idaho Falls Power Board Meeting
- 3) License Applications, including a Beer License for Cardamom LLC, all carrying the required approvals

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

**5. Regular Agenda.**

**A. Community Development Services**

**1) Rezoning from R3A, R2, and RP to LC, Reasoned Statement of Relevant Criteria and Standards, Lots 1-2, Block 1, Hatch Division No. 1 and Lots 21-23, Block 1, Hatch Division No. 5:** For consideration is the Reasoned Statement of Relevant Criteria and Standards associated with the application for Rezoning from R3A, R2, and RP to LC, Lots 1-2, Block 1, Hatch Division No. 1 and Lots 21-23, Block 1, Hatch Division No. 5. The City Council considered this item at its July 12, 2018 meeting and the motion to approve the rezoning failed. At that time the City Council did not take any subsequent action on the Reasoned Statement of Relevant Criteria and Standards. Yet, even with a failed motion and a decision to deny the rezone request, it is necessary to act on the Reasoned Statement of Relevant Criteria and Standards. This document details the Council's decision and outlines the criteria and standards associated with it. The Reasoned Statement of Relevant Criteria and Standards document under consideration has been adjusted to reflect the discussion and decision from the July 12, 2018 hearing.

**RECOMMENDED ACTION:** To approve the Reasoned Statement of Relevant Criteria and Standards, Lots 1-2, Block 1, Hatch Division No. 1 and Lots 21-23, Block 1, Hatch Division No. 5 (or take other action deemed appropriate).

**2) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Jackson Hole Junction:** For consideration is an amended Final Plat and Reasoned Statement of Relevant Criteria and Standards, Jackson Hole Junction. The City Council approved this plat at its March 22, 2018 meeting. The plat has not yet been recorded. The applicant desires to make some minor adjustments to internal lot lines and remove some unnecessary easements prior to recording the plat. Because the modifications alter lot lines and change the plat from what was approved by the City Council, staff has brought it back to City Council for approval. Staff recommend approval of the amended plat.

**RECOMMENDED ACTIONS (in sequential order):**

- a. To approve the Final Plat for Jackson Hole Junction, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Jackson Hole Junction, and give authorization for the Mayor to execute the necessary documents.

## **B. Idaho Falls Power**

**1) Resolution Appointing Idaho Falls' UAMPS Member Representative and Alternate:** For consideration is a Resolution appointing the Idaho Falls representative, as well as alternate representative, to the Utah Associated Municipal Power Systems board.

**RECOMMENDED ACTION:** To approve the Resolution appointing the Idaho Falls representative, as well as alternate representative, to the Utah Associated Municipal Power Systems board, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**2) Approve a change to scope for work associated with the BEA Utility Upgrade Agreement:** Idaho Falls Power (IFP) entered into a negotiated rate agreement with Battelle Energy Alliance (BEA) for the installation of required power interconnection and upgrades to their existing power system in October of 2017. A recent change in the design of one of the new buildings under construction has

prompted an increase in the projected scope of work. The total for this change is \$153,072. This added scope of work will be added to the rate recovery mechanism and is allowed in the negotiated rate agreement.

**RECOMMENDED ACTION:** To approve the change in scope to the BEA contract to allow for the additional \$153,072 in work, all of which will be recovered through the terms of the Utility Update Negotiated Rate Agreement from BEA, and authorize the Mayor to execute the documents (or take other action deemed appropriate).

**3) Approve the Customer Requested Work Agreement with Rocky Mountain Power:** Idaho Falls Power is requesting permission to contract with Rocky Mountain Power for line work associated with pole installation on the south side of W 17<sup>th</sup> S (Mill Road). Rocky Mountain Power currently owns the alignment along the south side of W 17<sup>th</sup> S. Idaho Falls Power has pursued joint use along this alignment, including necessary right-of-way, to complete a critical west side connection. This joint use will eliminate the need to build a second pole alignment on the north side of the street.

**RECOMMENDED ACTION:** To approve the Customer Requested Work Agreement with Rocky Mountain Power in the amount of \$124,129.00, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

#### **C. Fire Department**

**1) Negotiated Agreement with Union, Local 1565 and the City:** For consideration is the negotiated agreement with Union, Local 1565 and the City. The overall agreement reflects the last five (5) months of negotiation and includes a 2% wage increase. This agreement will expire on April 30, 2019. The financial terms of the agreement will go into effect on October 1<sup>st</sup> at the beginning of the 2018/2019 Budget year.

**RECOMMENDED ACTION:** To approve the agreement with Union, Local 1565, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

#### **D. Municipal Services**

**1) Amend Title 4, Chapter 12 of City Code, License Exemption:** Municipal Services requests City Council authorization to amend Title 4, Chapter 12 of City Code, to exempt fruit and vegetable stands from the requirement to receive an Itinerant Merchant's license. This amendment request adds the sale of fresh fruits, vegetables and agricultural products to section 4-12-7: Exceptions to the City Code.

**RECOMMENDED ACTION:** To approve the Ordinance amending Title 4, Chapter 12, 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).

**2) Tentative Approval of 2018/19 Fiscal Year Budget:** Municipal Services respectfully requests the Mayor and Council tentatively approve the 2018/19 fiscal year budget for a not-to-exceed amount of \$206,598,558 and authorize publication of the "Notice of Public Hearing" of the 2018/19 fiscal year budget with publication dates set for August 5, 2018 and August 12, 2018. The Public Hearing is

scheduled for 7:30 p.m., Thursday, August 16, 2018, in the Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

RECOMMENDED ACTION: To grant tentative approval of the 2018/19 fiscal year budget, and give authority to publish the "Notice of Public Hearing" of the 2018/19 fiscal year budget with publication dates set for August 5, 2018, and August 12, 2018, with the Public Hearing is scheduled for Thursday, August 16, 2018 (or take other action deemed appropriate).

**3) Authorization to Issue a Purchase Order for a Replacement Fire Pumper:** The City's Fire and Municipal Services Departments request authorization to issue a purchase order to accept the quote provided by Hughes Fire Equipment, an authorized Pierce Equipment dealer, dated July 18, 2018. The quote is for one Pierce Enforcer Pumper GG419 for a lump sum amount of \$508,970.00. This quote will ensure purchase at the 2018 price which is expected to result in significant savings. Funds to purchase the replacement vehicle are included in the 2018/19 Municipal Equipment Replacement Fund (MERF).

RECOMMENDED ACTION: To authorize a purchase order to Hughes Fire Equipment for one Pierce Enforcer Pumper GG419 for a lump sum amount of \$508,970.00 (or take other action deemed appropriate).

6. **Announcements and Adjournment.**



**CONSENT**

**AGENDA:**



## MEMORANDUM

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**TO:** Honorable Mayor & City Council

**FROM:** Chris H Fredericksen, Public Works Director

**DATE:** July 18, 2018

**RE:** Bid Award – Community Park Pathway Improvements

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On Tuesday, July 17, 2018, bids were received and opened for the Community Park Pathway Improvements project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, RC Heavy Haul, in amount of \$70,673.25 and, authorization for the Mayor and City Clerk to sign contract documents.

2-38-29-3-PRK-2018-25  
2018-70

# City of Idaho Falls

## Engineering Department Bid Tabulation

**Project.....** Community Park Pathway Improvements

**Number.....** 2-38-29-3-PRK-2018-25

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

**Date.....** July 17, 2018

				Engineer's Estimate		RC Heavy Haul		TMC Contractors, Inc.		Knife River Corporation - Mountain West		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	Unit Price	Total Amount
<b>SURFACE COURSES AND PAVEMENT</b>													
309.07.2	Pathway	1955	L.F.	\$55.00	\$107,525.00	\$36.15	\$70,673.25	\$57.60	\$112,608.00	\$63.00	\$123,165.00	\$63.00	\$123,165.00
<b>TOTAL</b>					\$107,525.00		\$70,673.25		\$112,608.00		\$123,165.00		\$123,165.00



COMMUNITY PARK  
PATHWAY IMPROVEMENTS  
PROJECT # 2-38-29-3-PRK-2018-25

## PROJECT LOCATION



REVIEWED BY: PARKS DEPARTMENT

DATE: 6-26-18



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		<b>IDAHO FALLS</b> <b>PUBLIC</b> <b>WORKS</b>			
ENGINEERING DIVISION					
<p align="center"><b>COMMUNITY PARK PATHWAY IMPROVEMENTS</b></p>					
CHK BY:	Y.G.	DSG BY:	Y.G.	DWN BY:	Y.G.
FILE NO. 2-38-29-3-PRK-2018-25		DATE PLOTTED:		SHEET NO.	
DWG NO. PRK-2018-25 Title Page		06/22/18		1 OF 3	





## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** July 25, 2018

**RE:** Treasurer's Report for May 2018

Pursuant to Resolution 2018-06, attached for review is the Treasurer's Report for May 2018. Highlights for the May Treasurer's Report include:

- Total investments reconciled to the May bank investment statements were reported at \$94,689,619.75, of which \$602,204.72 is designated as cash or equivalent and \$94,087,415.03 were in invested funds.
- Total revenue (receipts) received and reconciled to the general ledger were reported at \$9.3M.
- Total expenses reconciled to the general ledger were reported at \$13.7M. The summary of expenditures for salaries and benefits, operating expenses and capital outlay were not available at the time the Treasurer's Report submittal was due.

Respectfully,

Pamela Alexander  
Municipal Services Director

**CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT**  
**MAY, 2018**

FUND	BEGINNING CASH AND INVESTMENTS	TOTAL RECEIPTS	TOTAL EXPENSES	NEW INVESTMENTS	CASH AND INVESTMENTS
GENERAL	9,986,931.64	1,318,336.81	3,952,849.87	-	7,352,418.58
HEALTH & ACCIDENT INSUR.	2,472,573.43	-	-	-	2,472,573.43
STREET	2,349,750.27	27,398.12	266,332.29	-	2,110,816.10
RECREATION	(70,320.34)	108,888.40	120,007.39	-	(81,439.33)
LIBRARY	2,150,455.38	32,858.54	303,634.01	-	1,879,679.91
AIRPORT PFC FUND	87,360.13	54,305.07	54,305.07	-	87,360.13
MUNICIPAL EQUIP. REPLCMT.	17,454,223.80	155,717.68	881,940.43	-	16,728,001.05
EL. LT. WEATHERIZATION FD	2,602,120.88	43,772.95	18,374.03	-	2,627,519.80
BUSINESS IMPRV. DISTRICT	100,080.61	714.80	-	-	100,795.41
GOLF	(338,135.21)	382,789.50	251,055.95	-	(206,401.66)
GOLF CAPITAL IMPROVEMENT	154,866.17	-	-	-	154,866.17
SELF-INSURANCE FD.	2,760,836.92	103,754.22	29,138.48	-	2,835,452.66
SANITARY SEWER CAP IMP.	1,791,999.82	21,718.25	-	-	1,813,718.07
MUNICIPAL CAPITAL IMP.	1,455,977.68	5,275.69	116,877.75	-	1,344,375.62
STREET CAPITAL IMPROVEMENT	1,047,033.90	-	-	-	1,047,033.90
BRIDGE & ARTERIAL STREET	468,147.28	3,595.00	1,000.00	-	470,742.28
WATER CAPITAL IMPROVEMENT	3,153,810.77	97,292.75	-	-	3,251,103.52
SURFACE DRAINAGE	144,164.52	1,431.87	16,265.30	-	129,331.09
TRAFFIC LIGHT CAPITAL IMPRV.	1,167,764.86	31,295.58	2,968.86	-	1,196,091.58
PARKS CAPITAL IMPROVEMENT	250,941.74	-	16,380.00	-	234,561.74
FIRE CAPITAL IMPROVEMENT	(3,409,693.97)	2,767.64	-	-	(3,406,926.33)
ZOO CAPITAL IMPROVEMENT	726,960.38	-	5,809.69	-	721,150.69
CIVIC AUDITORIUM CAPITAL IMP.	744,061.25	-	136,605.05	-	607,456.20
AIRPORT	2,318,887.11	218,176.49	281,113.34	-	2,255,950.26
WATER	26,153,897.30	778,924.69	1,242,889.96	-	25,689,932.03
SANITATION	2,078,802.22	383,300.51	361,640.72	-	2,100,462.01
AMBULANCE	(1,341,532.60)	471,057.17	531,341.86	-	(1,401,817.29)
IDAHO FALLS POWER	18,256,725.24	4,252,829.75	4,435,187.44	-	18,074,367.55
IFP RATE STABILIZATION FD	20,100,016.81	-	-	-	20,100,016.81
IFP CAPITAL IMPROVEMENT	11,995,091.90	-	-	-	11,995,091.90
WASTEWATER	2,141,368.97	859,353.60	705,663.12	-	2,295,059.45
PAYROLL LIABILITY FUND	330,766.33	-	-	-	330,766.33
POOL CASH FUND	(11,886.10)	-	-	-	(11,886.10)
<b>TOTAL ALL FUNDS</b>	<b>129,274,049.09</b>	<b>9,355,555.08</b>	<b>13,731,380.61</b>	<b>-</b>	<b>124,898,223.56</b>

City of Idaho Falls  
Expenditure Summary  
From 6/01/2018 To 6/30/2018

Fund	Total Expenditure
General Fund	1,095,071.08
Street Fund	102,220.35
Recreation Fund	36,293.04
Library Fund	44,757.18
MERF Fund	834,985.22
EL Public Purpose Fund	73,476.53
Bus Improvement District	15,000.00
Golf Fund	76,175.29
Self-Insurance Fund	55,759.18
Municipal Capital Imp F	117,278.93
Water Capital Imp Fund	33,808.39
Civic Auditorium CIP	4,980.00
Airport Fund	52,593.02
Water Fund	1,605,465.45
Sanitation Fund	50,906.52
Ambulance Fund	62,893.38
Electric Light Fund	2,982,969.58
Wastewater Fund	384,086.41
Payroll Liability Fund	1,909,927.72
	9,538,647.27

## **June 28, 2018 - Unapproved**

The City Council of the City of Idaho Falls met in Regular City Council Meeting, Thursday, June 28, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue, Idaho Falls, Idaho at 7:30 p.m.

### **Call to Order:**

There were present:

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

Also present:

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

### **Pledge of Allegiance:**

Mayor Casper requested Rosalie Woodall, Idaho Falls resident, to lead those present in the Pledge of Allegiance.

### **Public Comment:**

Mayor Casper requested any public comment not related to items currently listed on the agenda or not related to a pending matter.

Joshua Dawson, Idaho Falls resident, appeared. Mr. Dawson stated he saw an article regarding the demolition of Reinhart Park pool and is disappointed that a childhood memory is being taken away. He indicated he started a petition following feedback from community members to see about turning the pool into a splash park. He has received approximately 2000 signatures supporting the idea. He stated he has also been contacted by the local news outlets. Mr. Dawson believes discussion has occurred regarding a splash park within the City at other locations. He also believes the petition for a splash park in place of the Reinhart pool will save the City money since there is current infrastructure of water lines and pumps. He understands the pool would cost too much for repair. Mr. Dawson believes by locating a splash park on the west side of the City, this would help support those west side businesses.

Rosalie Woodall, Idaho Falls resident for 40 years, appeared. Ms. Woodall stated she represents citizens of Cedar Ridge, The Meadows, and the surrounding neighborhoods for the City to purchase Funland. She stated the historical and unique amusement park is one of the features that makes Idaho Falls a charming and lovable City. Ms. Woodall requested Funland be preserved for future generations to enjoy, and is a place for parents and grandparents. She believes Funland is a magical place.

Matt Larsen, Idaho Falls resident, appeared. Mr. Larsen stated he grew up in the City, close to Reinhart Park. He also stated he is the chairman of the local suicide prevention action network. He believes kids need to be mentally healthy and active in order to prevent suicide. Mr. Larsen requested consideration and input for looking at options for Reinhart Park. He indicated his children have played baseball at the park, although there is no parking lot. He realizes the cost of a splash pad is dependent on the size. Mr. Larsen stated the only public water features in Idaho Falls are the Aquatic Center and the Apple Athletic Club. He requested the timeframe on the demolition and how long he has to look at options.



## **June 28, 2018 - Unapproved**

Brenda Dawson, Idaho Falls resident, appeared. Ms. Dawson stated she is in support of a splash pad at Reinhart Park. She has also signed the petition. She believes, after living in Idaho Falls for the previous 15 years, times are changing and more options are needed for kids. Ms. Dawson believes Reinhart Park is the best location for a splash pad as the water lines are currently in place, it's in a great location, and, utilizes one of the lesser known parks. Ms. Dawson stated older structures are being torn down versus other uses. She believes the community options need to be balanced between the east side and west side of town. She requested serious consideration for the proposal of a splash pad.

Joni Larsen, Idaho Falls resident, appeared. Ms. Larsen stated she is in support of splash pad. She believes this would better the community, and would give the opportunity to build a sense of community. Ms. Larsen stated she is also a member of the Stonebrook Homeowners Association (HOA) Board. She understands fiber is being considered for areas of Idaho Falls and she requested additional fiber information for future HOA Board discussions.

Michelle Blumele, Idaho Falls resident, appeared. Ms. Blumele stated she takes her children to Reinhart Park on a regular basis and her children question why the pool is not full of water. She reiterated the use of resources, including shade trees and the current plumbing. She stated plenty of kids need a fun place on the west side of town. Ms. Blumele prefers not to pay Apple Athletic admission for the use of the splash pad. She expressed her support for a splash pad at Reinhart Park as the park is in a quiet neighborhood with a current fence around the pool. Ms. Blumele believes a splash pad would be a blessed addition to the west side.

### **Consent Agenda:**

Office of the Mayor requested appointment of Bear Prairie to Idaho Falls Power Director.

The City Clerk requested approval of the Expenditure Summary for the month of May, 2018; minutes from the June 11, 2018 Council Work Session and Executive Sessions; and, June 14, 2018 Council 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 Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

### **Regular Agenda:**

#### **Community Development Services**

**Subject: Annexation with Initial Zoning of R3A, Annexation Agreement, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 0.843 acres, Section 33, T 2N, R 38E**

For consideration is the application for Annexation with Initial Zoning of R3A, Annexation Agreement, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 0.843 acres, Section 33, T 2N, R 38E. The Planning and Zoning Commission considered this item at its October 3, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Smede stated this property is a single family home, no one currently resides in the home. This is a Category A annexation and the zoning will be consistent with the adjacent properties.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Annexation Agreement for M&B 0.843 acres, Section 33, T 2N, R 38E, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

**June 28, 2018 - Unapproved**

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance annexing M&B 0.843 acres, Section 33, T 2N, R 38E, 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 Freeman, Radford, 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. 3192**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.84 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 M&B 0.843 acres, Section 33, T 2N, R 38E, 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.

It was moved by Councilmember Smede, seconded by Councilmember Smede, to assign a Comprehensive Plan Designation of Higher Density and to approve the ordinance establishing the initial zoning for M&B 0.843 acres, Section 33, T 2N, R 38E, as R3A Zone, under the suspension of the rules requiring three complete and separate readings and that it be ready by title and published by summary, 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. 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. 3193**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 0.84 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R3A 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 of R3A Zone for M&B 0.843 acres, Section 33, T 2N, R 38E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

**Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Division No. 1, 1st Amended**

For consideration is the application for a Final Plat and Reasoned Statement of Relevant Criteria and Standards, Linden Trails Division No. 1, 1st Amended. The Planning and Zoning Commission considered this item at its June 5, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Smede stated this property was annexed in 2016 and recorded in 2017. She indicated during the construction phase of the project the building footprint changed causing the ease of the building to be outside of the property lines. Due to the property being under one ownership, the construction outside of the property lines is not

## **June 28, 2018 - Unapproved**

an issue. The applicant has requested the property lines be adjusted to match the build lines so sale of the lots could take place.

Community Development Services Director Brad Cramer stated staff was aware the plat would need adjusted. He indicated a building permit cannot be issued until the final plat, therefore the foundation is poured with a best guess with the necessary adjustments. Director Cramer stated the Council may see similar plats in the future.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Final Plat for Linden Trails Division No. 1, 1st Amended, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Linden Trails Division No. 1, 1st Amended, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

### **Idaho Falls Power**

#### **Subject: Approve purchase of Concrete Vaults from Old Castle Concrete**

Idaho Falls Power solicited quotes from five companies for purchase of eight concrete vaults for the INL C3 & Cybercore projects. Only one company, Old Castle Concrete, was able to provide a quote of \$54,664 due to non-compete policies with respect to market location.

It was moved by Councilmember Radford, seconded by Councilmember Hally, to authorize a contract via standard purchase order with Old Castle Concrete in the amount of \$54,664. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

### **Public Works**

#### **Subject: Professional Services Agreement with Murraysmith, Inc. for Engineering Services for the Well 3 Upgrades Project**

For consideration is a Professional Services Agreement with Murraysmith, Inc. for engineering services of the Well 3 Upgrades project. The agreement, if approved, will provide services for a not-to-exceed amount of \$117,898.00.

Councilmember Freeman stated Well 3 is located at the downtown water site.

It was moved by Councilmember Freeman, seconded by Councilmember Radford, to approve the Professional Services Agreement with Murraysmith, Inc. for engineering services of the Well 3 Upgrades project, 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: Professional Services Agreement with J-U-B Engineers, Inc. for Design of the Well 4 Wellhouse Replacement Project**

For consideration is a Professional Services Agreement with J-U-B Engineers, Inc. for Design of the Well 4 Wellhouse Replacement project. The agreement, if approved, will provide design services for a not-to-exceed amount of \$298,825.00.

Councilmember Freeman stated the Wellhouse is located at Central Park.

### **June 28, 2018 - Unapproved**

It was moved by Councilmember Freeman, seconded by Councilmember Radford, to approve the Professional Services Agreement with J-U-B Engineers, Inc. for Design of the Well 4 Wellhouse Replacement project, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

#### **Subject: Professional Services Agreement with Murraysmith, Inc. for Engineering Services for the Well 13 Electrical & VFD Upgrades Project and New Wellhouse for Well 19 Project**

For consideration is a Professional Services Agreement with Murraysmith, Inc. for engineering services of the Well 13 Electrical & VFD Upgrades project and New Wellhouse for Well 19 Project. The agreement, if approved, will provide services for a not-to-exceed amount of \$243,570.00.

Councilmember Freeman stated Well 13 and Well 19 are adjacent to one another on Hollipark Drive. Mayor Casper noted the previous three (3) items have been planned for and budgeted. Councilmember Freeman noted this is a variable frequency pump which can ramp up and down per the water pressure/demand.

It was moved by Councilmember Freeman, seconded by Councilmember Francis, to approve the Professional Services Agreement with Murraysmith, Inc. for engineering services of the Well 13 Electrical & VFD Upgrades project and New Wellhouse for Well 19 Project, 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.

### **Fire Department**

#### **Subject: Resolution to adopt 2018 Idaho Falls Emergency Operations Plan**

For consideration is the Resolution to adopt the 2018 Idaho Falls Emergency Operations Plan (EOP). This Council action is necessary to formally adopt the plan that was discussed in detail with the Council at the June 25th Work Session.

Councilmember Francis commended Chief Hanneman and staff for the herculean effort as this EOP has taken more than a year to revise and refine. The EOP will lay out the responsibilities for various officials and first responders. Councilmember Francis believes, in the event of a major emergency or disaster, this document is the first step to prevent turning public uncertainty and fear into chaos. This EOP includes a series of checklists for various individuals. Councilmember Hally stated the emergency plans for the City also includes the necessity for continuation of local government, including any necessary purchases. Councilmember Freeman congratulated the Idaho Falls Fire Department (IFFD) on work well done. He is very proud of the IFFD. Mayor Casper noted all departments were requested to weigh in as a team effort with Chief Hanneman leading the team. She also noted there is need to coordinate with Bonneville County.

It was moved by Councilmember Francis, seconded by Councilmember Radford, to approve the resolution adopting the 2018 Idaho Falls Emergency Operations Plan, and give authorization for 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. 2018-14**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE 2018 IDAHO FALLS EMERGENCY OPERATIONS PLAN, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

### **Municipal Services**

**June 28, 2018 - Unapproved**

**Subject: Addition to Fleet, Purchase of One Used John Deere 550-H Dozer for Parks and Recreation**

It is the recommendation of the Municipal Services and Parks and Recreation Departments to purchase one used 2004 John Deere 550-H Dozer for \$65,000 from Maverick Construction Company, Inc. Parks and Recreation has been renting this dozer for track maintenance at Noise Park for two years at a total estimated cost of \$20,000. Parks and Recreation staff will use the dozer for various Parks and Recreation projects including Noise Park, Ryder Park, and canal trails.

It was moved by Councilmember Radford, seconded by Councilmember Freeman, to purchase one used 2004 John Deere 550-H Dozer for \$65,000 from Maverick Construction Company, Inc. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

**Parks and Recreation**

**Subject: Resolution – Fourth of July Celebration Fee Waivers**

For consideration is a resolution waiving specific City fees for services in support of the 2018 Community Fourth of July Celebration.

Councilmember Dingman stated this item was discussed in detail at the June 25 Work Session. The resolution includes services within the Public Works and Parks and Recreation (P&R) Departments to ensure the community is taken care of.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to approve the Resolution waiving certain City fees for services in support of the 2018 Community Fourth of July Celebration, 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.

**RESOLUTION NO. 2018-15**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, WAIVING CERTAIN CITY FEES FOR SERVICES IN SUPPORT OF THE 2018 COMMUNITY FOURTH OF JULY CELEBRATION; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**Subject: Ordinance Amendment – Title 8, Chapter 9 - Tree Trimming**

For consideration is an ordinance amending Title 8, Chapter 9, to establish tree trimming standards for sidewalks, streets, alleys, and public rights-of-way; to regulate memorial trees, and to clarify the notice of abatement process and to provide for the appeal to the board of adjustment.

Councilmember Dingman stated this item was discussed and researched extensively by the P&R Department and the Shade Tree Committee. She commended their efforts. She indicated the ordinance will provide clear standards for homeowners and business owners. Councilmember Hally also commended the Shade Tree Committee as they have worked for approximately 1 ½ years on this project. There are several experts on this committee with a great deal of knowledge regarding trees. Mayor Casper noted the Public Works Department was also included in the discussions.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to approve the Ordinance amending Title 8, Chapter 9, establishing tree trimming standards, 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 Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

**June 28, 2018 - Unapproved**

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

**ORDINANCE NO. 3194**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 9 TO ESTABLISH TREE TRIMMING STANDARDS FOR SIDEWALKS, STREETS, ALLEYS, AND PUBLIC RIGHTS-OF-WAY; TO REGULATE MEMORIAL TREES; AND 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.

**Subject: Ordinance Amendment – Title 8, Chapter 3 - Alcohol Beverages in Parks**

For consideration is an ordinance amending Title 8, Chapter 3, providing for the sale and consumption of beer and wine in additional parks and recreation facilities during permitted events. The revision also includes amending the security requirements, and the sale, dispensing, and consumption area requirements.

Councilmember Dingman stated several years ago the City approved an ordinance which allows alcohol in several P&R facilities. She indicated the Idaho Falls Police Department (IFPD), IFFD, P&R staff, and the Special Events Committee has worked to ensure the City continues to be a safe and prosper place to hold these types of events. She indicated the first responders have been supportive of the amendment. Councilmember Hally stated this ordinance has a great deal of emphasis regarding adequate security for an event. Councilmember Dingman believes safety is the number one priority. To Councilmember Radford's response, Councilmember Dingman indicated the intention of this ordinance is to identify locations for alcohol to be consumed for special events, and P&R regulates the majority of these events. Councilmember Dingman reviewed the revised locations. Councilmember Radford questioned additional locations, such as the Civic Center or the Library. Mr. Fife stated the City can regulate alcohol in other locations as well.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to approve the Ordinance amending Title 8, Chapter 3, providing for the sale and consumption of beer and wine in additional parks and recreation facilities during permitted events, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

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

**ORDINANCE NO. 3195**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 3, OF THE IDAHO FALLS CITY CODE; PROVIDING FOR THE SALE AND CONSUMPTION OF BEER AND WINE IN ADDITIONAL PARK AND RECREATION FACILITIES DURING PERMITTED EVENTS; AMENDING THE SECURITY REQUIREMENTS AND THE SALE, DISPENSING, AND CONSUMPTION AREA REQUIREMENTS, THEREFORE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

**Subject: Lease Agreement – Community Food Basket**

For consideration is a lease agreement between the City of Idaho Falls and the Community Food Basket. The purpose of this lease agreement is to utilize a plot of City owned land for community gardens located on Lot 35, Block 7, Cambridge Terrace Park.

Councilmember Dingman stated this item was presented several months ago. She indicated the Community Food Basket, formerly known as the Idaho Falls Food Bank, is a non-profit organization that feeds up to 1000 families

## **June 28, 2018 - Unapproved**

per month in the community. The community garden would be open to the public and all residents would have access to growing food and learning education regarding gardening. Councilmember Dingman reviewed the location, stating the property is currently unused and was donated for Parks use. She indicated this is a one-year agreement and would allow automatic renewal for three (3) consecutive one-year terms.

It was moved by Councilmember Dingman, seconded by Councilmember Radford, to approve the lease agreement with the Community Food Basket, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

### **Legal**

#### **Subject: Alternate Custodian for Public Records Ordinance**

The Idaho State Legislature has amended Idaho Code Title 74, Chapter 1 to require a designation of a custodian of public records and an alternate custodian. Prior to the Legislative amendment, the Council had already amended the City Code to designate a records custodian. However, the City Code has not designated an alternate custodian. The proposed ordinance would amend the City Code to more closely conform to the state Legislature's changes.

Councilmember Freeman stated this item was discussed at the June 25 Work Session. He indicated recent legislation passed requirements for a secondary custodian of records. Mr. Fife noted a reference in the ordinance should not exist, this could be noted as a scrivener's error.

It was moved by Councilmember Freeman, seconded by Councilmember Radford, to approve the Ordinance designating an alternate custodian of public records, with the changes so noted, 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. 3196**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 1, CHAPTER 15, SECTION 7 TO PROVIDE FOR ALTERNATE CUSTODIANS FOR PUBLIC RECORDS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

#### **Subject: Public Hearing – Resolution to Adopt Fees**

The Resolution desires to create and update plan inspection fees and animal control fees as contained in an attachment to this Resolution. The proposed changes are necessary to insure through review of building plans and address the cost of providing animal control services. The proposed fee increase was advertised June 17 and June 24, 2018 as required by Idaho Code.

Mayor Casper opened public hearing. She stated any changes in fees 5% or greater are required by State law to bring forward before the public. It was noted there was a typo on the summary document, the proposed ordinance is correct.

Mayor Casper requested any public comment. No one appeared.

Mayor Casper closed the public hearing.

**June 28, 2018 - Unapproved**

Councilmember Freemans stated updates include building plans fees and Animal Control Service fees. These fees will cover the cost that the City is incurring. Councilmember Radford questioned the plan check fee. Councilmember Smede clarified the fee relates to the price of a permit. Councilmember Radford questioned the Out of County Stray fee. IFPD Captain Steve Hunt appeared. Captain Hunt stated many of the surrounding counties do not provide animal services, therefore these animals are brought to the City animal shelters. He indicated the fee is to ensure those out of county strays are not becoming a financial burden on the City taxpayers. Captain Hunt explained the cremation by weight fees. He acknowledged Irene Brown, Animal Services Manager, and stated Ms. Brown has researched other animal services providers from other communities and has determined the City fees are dramatically lower than other communities. He believes pet owners need to bear the cost of their animals, not the general taxpayers. Councilmember Radford noted the crematory is an expensive process.

It was moved by Councilmember Freeman, seconded by Councilmember Radford, to adopt the Resolution adding and updating the noticed fees into the City's fee schedule, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

**RESOLUTION NO. 2018-16**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**Announcements and Adjournment:**

Mayor Casper stated Freeman Park Build will be occurring on July 29, this is a community effort. She also stated the elected officials will be collecting items during the July 4 parade to assist multiple agencies.

There being no further business, the meeting adjourned at 8:41 p.m.

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CITY CLERK

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MAYOR



## **July 9, 2018 - Unapproved**

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, July 9, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

### **Call to Order and Roll Call:**

There were present:

Mayor Rebecca L. Noah Casper  
Councilmember Thomas Hally  
Councilmember Jim Francis  
Councilmember Michelle Ziel-Dingman  
Councilmember Shelly Smede  
Councilmember Jim Freeman  
Councilmember John Radford (arrived at 5:21 p.m.)

Also present:

Randy Fife, City Attorney  
Michael Kirkham, Assistant City Attorney  
Alex Zollinger, City Attorney Intern  
Christine Wiersema, United Way President and CEO  
Leslie Jones, United Way Resource Development  
Dana Briggs, Economic Development Coordinator  
Brad Cramer, Community Development Services Director  
Bud Cranor, Public Information Officer  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:04 p.m. with the following:

### **Acceptance and/or Receipt of Minutes:**

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

### **Calendar, Announcements and Reports:**

July 10, Council Budget Session  
July 12, Idaho Falls Power Board Meeting; Council Budget Session; and, City Council Meeting  
July 13, Council Budget Session  
July 17, Council Budget Session  
July 20, Council Budget Session  
July 23, City Council Work Session  
July 24, Council Budget Session  
July 24-26, Idaho Consumer Owned Utilities Association (ICUA) Annual Meeting  
July 27-28, POW/MIA Awareness Rally at Sandy Downs  
July 30, Special City Council Meeting

Mayor Casper briefly reviewed the travel policy and stated cost for City travel is always a concern. She indicated travel savings can be achieved through other means and resources.

Mayor Casper stated the elected officials have a responsibility to enact laws and set policy in a governing way that serve all citizens equally and fairly realizing questions may arise that require a review of policy or practice. Mayor Casper indicated that questions have recently been presented to the City administration regarding flags and banners. Therefore, the City Attorney's Office has determined a policy for flags or flag poles should be adopted to prevent being subjective for the various requests. The policy would be consistent and fair to all citizens. Mr. Fife stated the policy will take time and any message should be consistent and fair. He indicated he has been reviewing the POW/MIA flag protocol, no good answer has been received at this point. In the meantime, Mr. Fife recommended

## July 9, 2018 - Unapproved

the flag be taken down for the time being to prevent other groups requesting a public forum for their message. He indicated this issue is not meant to be about a particular flag. Mayor Casper stated the City is the attorney's client and the attorney has the City's best interest at heart. She indicated in this particular case, based on information regarding the recommendation based on fairness and relevant to law governing flags, she believes it made more sense to leave the flag in place to prevent potential claims of the City not being fair. She believes the message of removing the flag could be interpreted as an uncaring statement to veterans and their families. She stated the flags will remain in place until the Council sets a policy. Mayor Casper noted at no time was the flag removed and that the City is a place that honors the veterans and their service. She indicated attorneys make recommendations in the best interest of their clients' legal affairs, although attorneys do not make policy. Councilmember Francis questioned if a proclamation has been established regarding the flag. He believes there should be a policy and the responsibility for said policy. Councilmember Hally stated discussion has occurred regarding the order of flags being displayed. He believes there may be governmental purposes for the flags. He also believes other States' policies should be reviewed. Councilmember Dingman questioned the flag removal at the Library. Mayor Casper was not aware of any Council interaction with the flag at the Library as the Library is governed by the Idaho Falls Library Board. Mr. Fife stated any questions should be directed to the Legal Department.

### Liaison Reports and Concerns:

Councilmember Hally reminded the Councilmembers that they do not have direct supervisory powers over staff. Councilmember Smede stated several plats, annexations, and rezonings will be occurring in the Community Development Services Department. Councilmember Freeman stated the Boulevard roundabout project will begin July 9; water conservation Public Service Announcements (PSA) are being released through a \$90,000 Department of Energy (DOE) grant; several Public Works projects will be occurring, mainly during the evening hours; and, the Pinecrest pathway, as well as the eastside Riverwalk pathway, are in the final stages. Councilmember Francis stated the annual employee picnic will be held August 16 and the employee Benefits Fair will be held August 23 at the ice arena. He also stated an Idaho Falls Fire Department item will be presented at the July 30 Council Meeting regarding a fire engine replacement. Councilmember Francis indicated the Sr. Citizens Center, who serves approximately 210 meals a day, is in need of drivers for the Meals on Wheels program. Councilmember Dingman congratulated the Parks and Recreation (P&R) Department for their first place award at the July 4 parade. She stated P&R is currently working on updating cemetery regulations, which will be forthcoming. The War Bonnet Roundup will be held August 2-4.

### Public Records Request Process Presentation:

Mr. Fife stated a flow chart has been established to answer Public Records Request as the City did not previously have a process which met Idaho Statute requirements. He indicated general Records Requests are handled by the City Clerk (budget, minutes, ordinances, etc.), Police Records (reports, police services, etc.), and the Public Information Officer (PIO). In the case of the PIO, a record may not be made to answer a request, therefore, requests for public information will be handled in a similar way as the City Clerk or Police Records requests. Mr. Fife reviewed the processing method for the City Clerk stating the record is received neutrally and then forwarded to the appropriate department(s). He indicated there are personnel within each City department trained to process Records Requests. The record is then reviewed by the Legal Department for any possible required redaction. Mr. Fife stated Police records redactions may include personal information related to enforcement of proceedings; the identity of a confidential informant; investigative techniques or procedures; litigation; safety of law enforcement personnel; or, parties regarding child abuse, neglect, or abandonment. Additional exemptions include whether a person is deprived of a right to a fair trial or the unwarranted invasion of personal privacy. These redactions would protect the Police Department and/or the citizens. Mr. Fife stated requests must be responded to with a timeframe (3 business days with an extension of 10 business days) as allowed by State Statute. There may also be a fee associated with the request, which is indicated on the Public Records Request form. Mr. Kirkham commended the City Clerk's Office for the processing and tracking of Records Request. Councilmember Francis expressed his appreciation for this process as he believes the City Clerk's Office is easier to access than the Police Department. Brief discussion followed regarding a potential fee. Mayor Casper stated Mr. Kirkham has been recognized by the Association of Idaho Cities (AIC)

## July 9, 2018 - Unapproved

officials for his expertise of public records. She believes the goal of this process is to assist the public in receiving requested records.

### Magistrate Courts Discussion:

Mayor Casper stated earlier in the year the City received an invoice for the annual Magistrate Court payment in the amount of \$450,000. She determined the invoice amount should be \$400,000, therefore the City submitted payment for \$400,000. Mayor Casper reviewed State Code relative to Magistrate Court funding and indicated the City has provided monetary support for the Court system for several years without a formal agreement. She indicated previous discussions have occurred with the County regarding Magistrate Court funding, including discussion in the previous year regarding the \$450,000 request. The \$450,000 request was included as a placeholder within the budget, although the total amount at that time was pending per State-wide discussion. Mayor Casper stated a working group was formed in 2017 and came up with House Bill 643, which provided an alternate funding formula for Magistrate Courts, and, amended State Code that requires cities to participate. She reviewed the amendment to State Code which states any City obligation shall be reduced by twenty percent (20%) for each successive year until fiscal year 2023, at which time the City's obligation is relieved. She also reviewed payment history to Bonneville County since 2006, stating if the City pays \$450,000, the total step down difference (until 2023) would amount to \$150,000. Mayor Casper stated the step down amount is supposed to be based on the amount of the voluntary agreement in 2018. She believes the \$400,000, paid by the City, represents the closest thing to an agreement as she is not aware of any formal agreement. Brief discussion followed regarding previous payments and services by capita. Based on previous Council discussions, Mayor Casper believes there is not clean accountability with the funding. She indicated the costs and collections are increasing although the number of City citations are decreasing without explanation. She realizes the County, as the agency for the collection of Court funding, is in a difficult position trying to pay for Court services. She believes the State Statute may not have made a clean accountable system for larger cities. General comments followed. Mayor Casper stated additional discussion with Bonneville County will occur at the July 23 Council Work Session. The invoice item will be placed on the July 30 Special City Council Meeting agenda.

### Asset Limited Income Constrained Employment (ALICE) Report:

Ms. Wiersema stated United Way has been part of the community since 1940. The United Way mission is to function under the umbrella of health, education, and financial stability for every person in every community. United Way has funded organizations for more than 30 years, although this funding has not been data driven. United Way currently funds twenty (20) non-profit partners and thirty (30) programs in the seven (7) county region. In the last six (6) years, United Way has invested \$3m in these regions, 80% of these funds have stayed in Idaho Falls. Community assessments, as well as meetings with partners and members, are currently occurring.

Ms. Wiersema presented the following with general discussion throughout:

ALICE: A study of financial hardship in Idaho.

Making News – Idaho is nation's fastest growing state; Idaho ranks 51st for child care access; Idaho is worst for working moms; Idaho is second fastest growing across the U.S. for home construction; East Idaho housing shortage is causing a ripple effect shortage in rental housing.

Number of total households has increased more than 6%; ALICE + poverty household have increased more than 14%; since the Great Recession (2008) the number of ALICE households in Idaho has increased 19%.

Household Survival Budget – this reflects the bare minimum cost to live and work in the modern economy. Idaho four-person family = \$53,664, single adult = \$19,824.

Bonneville County struggling – 34%

Total households:	38,464
Poverty (%):	10%
ALICE (%):	24%
Above ALICE Threshold (%):	66%

Household survival budget for Bonneville County includes: housing, child care, food, transportation, health care, technology, miscellaneous, and taxes. Ms. Wiersema stated a significant percentage of Southeast Idaho households are financially vulnerable.

2018 Idaho ALICE highlights:

- Number of ALICE is growing

**July 9, 2018 - Unapproved**

- ALICE is not benefitting from our current economic boom
- ALICE is suffering from housing crisis
- ALICE is a living example of the correlation between socio-economic status and health

ALICE by household composition:

- 50% of ALICE are married, parent families
- 38% of ALICE are single, female parent families
- ALICE over age 65 largest increased segment for Idaho
- Households age 25-44 also increased

More bumps ahead...

- 32% of households are 'asset poor', there is not enough savings to weather an emergency
- Majority of under 25 year olds cannot afford to live on their own, have children, or move for a better job
- More seniors aging without adequate retirement funds
- Fewer workers to meet elder care demands

ALICE jobs and population shift:

- Elder care occupations are ALICE
- Housing costs are displacing ALICE away from employment centers
- 'Maintainer' occupations are ALICE

Idaho runs on ALICE (but ALICE is exhausted)

ALICE says...it's complex but not impossible:

- Consider the time cost of services. Your schedule may not work for me, because I have very little time.
- Co-locate services that I use/need.
- Come close to my neighborhood or place of work so I can be proactive with you.
- Speak to me with respect and value.

To Councilmember Freeman's response, Ms. Wiersema stated United Way funds several organizations and programs. Ms. Jones stated most organizations rely on the ALICE guidelines. General comments followed.

**The Broadway Project Presentation and Off-site Tour:**

Mayor Casper stated the work being performed by the Idaho Falls Redevelopment Agency (IFRdA) is actively improving property values with private sector development. She introduced Steve Carr, Skip Oppenheimer, and Doug Oppenheimer, who have been instrumental for The Broadway project.

Mr. Doug Oppenheimer expressed his appreciation for the City support for this project. He recognized additional individuals who have assisted with The Broadway. He also acknowledged Mr. Carr's involvement with the project. He reviewed tenants of the two (2) buildings, stating 70% of the project is currently pre-leased. Mr. Skip Oppenheimer also expressed his appreciation to the City and to Mr. Carr. The total downtown project is approximately 40,000 square feet, with approximately 200 construction jobs. He stated the basic building is on schedule to be completed with 80% of the work performed by local contractors. He also stated there will be 49 underground parking spaces and 22 ground level parking spaces. The parking management agreement is being finalized with the Idaho Falls Downtown Development Corporation (IFDDC). Director Cramer stated discussion has been occurring regarding monthly/daily/hourly parking. This could change per supply and demand. Visitor parking will remain as other City downtown parking - 2 hour free parking. It was noted parking will not be metered at this point. Director Cramer stated there has been strong effort to maintain public parking. The Council departed at 5:33 for an off-site tour.

There being no further business, the meeting adjourned at 6:45 p.m.

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CITY CLERK

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MAYOR

## **July 10, 2018 Budget Session**

The City Council of the City of Idaho Falls met in Special Council Meeting (Council Budget Session), Tuesday, July 10, 2018, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 1:00 p.m.

There were present:

Mayor Rebecca L. Noah Casper  
Councilmember Thomas Hally  
Councilmember Jim Francis  
Councilmember Michelle Ziel-Dingman  
Councilmember Shelly Smede  
Councilmember Jim Freeman  
Councilmember John B. Radford (arrived at 1:04 p.m.)

Also present:

Pamela Alexander, Municipal Services Director  
Bruce Young, Accountant  
Meredith Mattingly, Controller's Office Intern  
Greg Weitzel, Parks and Recreation Director  
PJ Holm, Parks and Recreation Superintendent  
Ronnie Campbell, Parks and Recreation Superintendent  
Chris Fredericksen, Public Works Director  
Bear Prairie, Idaho Falls Power Assistant Manager  
David Smith, Accountant  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 1:03 p.m. with the following:

### **Opening Remarks:**

Mayor Casper indicated during previous budget meetings the City Attorney has been excused as there has not generally been a concern for legal presence. There was consensus of the Council to continue this practice, noting the City Attorney could be notified at any time if needed.

Mayor Casper stated the upcoming series of public Council budget sessions may include at least 24 hours of anticipated deliberation. She indicated all budget sessions will be live-streamed and archived on the City website to allow citizens to observe the meetings for possible additional questions for the Councilmembers. The budget process began on April 14, followed by Directors meetings, Budget Watch (a community event), and, multiple Work Sessions regarding wages and benefits. The upcoming budget presentations will be followed by several opportunities for Council deliberation, public input phase, and, the final adoption. Mayor Casper stated the budget is a policy document for upcoming priorities within the City. Each year the administration tries to improve the budget process for the Council. For the current year, there was consensus of the Directors to prepare a complete administration budget as a package to the Council. The budget team, consisting of Mayor Casper, Director Alexander, Controller Mark Hagedorn, and, Mr. Young, considers the budget to be director-driven. Mayor Casper stated this past year operations came in greater than projected revenues. This was due to the effect of covering employees inflation, an open budget to directors (not requesting a flat or reduced budget), an aging workforce, and, the needs of the Police Department. Director presentations this year will include income and expenses only. Councilmember Radford, as liaison of Municipal Services, could lead budget discussions. Mayor Casper stated as the Liaison role, it is important to be objective while making budgeting decisions. She encouraged the Councilmembers to recognize and rely on each other for expertise.

### **Parks and Recreation:**

Director Weitzel expressed his appreciation to the other departments for their assistance as well as Councilmembers Dingman and Radford as Parks and Recreation (P&R) liaisons. Director Weitzel stated the P&R Department consists

## July 10, 2018 Budget Session

of five (5) divisions: Administration, Parks and Cemeteries, Recreation Services, Municipal Golf, and, Idaho Falls Zoo. P&R also consists of 72 full-time employees (FTE) and 280+ part-time and seasonal employees. He stated in 2017, P&R welcomed more than 2,400 volunteers which amounted to more than \$1.1m in savings of services. P&R revenues are based on user fees and charges for services, dedicated property tax levy, grants, donations, and other miscellaneous revenue. It was noted the levy amount is reduced from the previous year. Director Alexander indicated levy amounts are allocated as allowable per the Association of Idaho Cities (AIC) Budget Manual. Director Weitzel stated the Aquatic Center, included in the Recreation Fund levy, has lacked the funds for improvements. There are no recommendations in the current budget for the Aquatic Center. The proposed P&R budget represents 7.4% of the City's total budget and 18% of the General Fund budget. The department is forecasting a total cost recovery rate of 52%, the typical P&R Department recovers 29% of operating expenditures through revenue generation.

Director Weitzel presented the following:

Funding Sources	2017/18 Budget	2018/19 Proposed Budget	Increase or Decrease
Total	\$7,738,515	\$8,387,492	\$+648,977

Increase amounts to 8%. The Property and Franchise Taxes amount is a projection only, Director Weitzel is hopeful this amount will increase. Grants have been awarded, with matching funds, for Capital projects. It was noted if a grant is not received, a project may not be completed.

Expenditures	2017/18 Budget	2018/19 Proposed Budget	Increase or Decrease
Total	\$16,150,245	\$14,989,296	(\$1,160,949)

Decrease amounts to 7%. The majority of the decrease is in Capital Outlay.

Director Weitzel stated the Golf Division is requesting 50 new carts, amounting to approximately \$170,000, from the Golf Capital Improvement Fund. The Golf Division is also requesting minimal fee increases. He indicated P&R have worked very hard on a five-year business plan for the Golf Division, which is now running in the black. Mayor Casper noted the water amounts are not included as an expense in the Golf Division. Councilmember Radford indicated Director Weitzel is pursuing grants for the Pinecrest irrigation system. Director Weitzel stated the Recreation Division is requesting \$20,000 for mobile bleachers, fee increases and price corrections. He also stated the Zoo Division has applied for upgrades for Association of Zoos and Aquariums (AZA) Accreditation. Fee increases include rental fees for the Maeck Education Center. Director Weitzel stated the Parks Division is proposing a reduction in expenses, which are mostly capital project related. There are no fee increases proposed for the Parks Division. Director Weitzel realizes there are several priorities within the P&R Department although he is supportive of the Police Department needs. Brief comments followed regarding wages and benefits. It was noted the P&R has several seasonal employees. Councilmember Francis questioned any requests for the Tautphaus Park Master Plan. Director Weitzel stated he is hopeful for roadway and parking improvements.

### Public Works:

Director Fredericksen indicated Public Works (PW) is "public facilities and improvements financed by the government for the public good". He stated the PW budget consists of General Funds, intergovernmental funds, and rates/fees.

Director Fredericksen presented the following:

Funding Sources	2017/18 Budget	2018/19 Proposed Budget	Increase or Decrease
Total	\$32,692,400	\$34,043,700	\$1,351,300

Increase is due to anticipated fee increases.

Public Works General Budget Overview (includes PW Administration (split between the four (4) PW divisions), Geographic Information System (GIS) (half of GIS budget is paid by Idaho Falls Power), Engineering, and Snow)

Expenditures	2017/18 Budget	2018/19 Proposed Budget	Increase or Decrease
Total	\$1,788,412	\$1,828,939	\$40,527

There is cost sharing of the Public Information Officer (PIO) with the Fire Department.

## **July 10, 2018 Budget Session**

### Street Division Budget Overview

Expenditures	2017/18 Budget	2018/19 Proposed Budget	Increase or Decrease
Total	\$6,801,373	\$6,975,035	\$173,662

Overall increase is due to proposed purchases of snow removal items as well as architectural expenditure for evaluation of new buildings. Anticipated revenue for the Street Division is \$7.1m.

### Special Fund Budget Overview

Expenditures	2017/18 Budget	2018/19 Proposed Budget	Increase or Decrease
Total	\$4,385,000	\$4,665,000	\$280,000

Proposed increase is largely due to the Traffic Light Capital Improvement Fund to assist with Fire Department vehicles.

### Water Division Budget Overview

Expenditures	2017/18 Budget	2018/19 Proposed Budget	Increase or Decrease
Total	\$10,856,556	\$10,776,008	(\$80,548)

Decrease is due to the increase in the Water Capital Improvement Fund.

### Sanitation Division Budget Overview

Expenditures	2017/18 Budget	2018/19 Proposed Budget	Increase or Decrease
Total	\$4,632,556	\$4,692,759	\$60,203

Increase in Wages and Benefits is due to request for one FTE. Operational Expenses increase is due to request for an additional truck.

### Wastewater Division Budget Overview

Expenditures	2017/18 Budget	2018/19 Proposed Budget	Increase or Decrease
Total	\$19,115,443	\$12,940,255	(\$6,175,188)

Decrease is mainly due to the completion of the Wastewater Treatment Plant Facility project.

### Budget Priorities –

#### Priority

1. Fund 2% wage inflation increase for employees
2. Sanitation Division - new employee
3. Wastewater Division - new employee
4. Water and Wastewater rate and connection fee increase
5. Snow removal fund - accruing unspent balance – \$510,000 was allocated this year, brief discussion followed regarding a cap amount.

Director Fredericksen believes all City departments previously only paid power costs, other utilities (water, sewer and sanitation) fees are now being incorporated into departmental budgets. Brief comments followed.

Director Fredericksen stated proposed fee increases are based on rates, there is no negative impact to the General Fund. All PW Payment in Lieu of Taxes (PILOT) to the General Fund is based on 5% of revenues.

Director Alexander recognized Bruce Young and Meredith Mattingly. She noted Mark Hagedorn, Controller, has been assigned to the Cayenta software system project.

### Idaho Falls Power:

Mr. Prairie commended Mr. Smith for his assistance with the Idaho Falls Power (IFP) budget.

### Mr. Prairie presented the following:

Funding Sources	2017/18 Budget	2018/19 Proposed Budget	Increase or Decrease
Total	\$54,166,247	\$59,080,770	\$4,914,524

**July 10, 2018 Budget Session**

Increase is due to demand, not rates. Increase is also for anticipated expenses.

Expenditures	2017/18 Budget	2018/19 Proposed Budget	Increase or Decrease
Total	\$63,040,297	\$75,498,304	\$12,458,007

Main expenditures is in Capital Outlay – North Loop and Fiber expansion projects. General comments followed.

Mr. Prairie reviewed residential, commercial, small industrial, large industrial, non-residential, utility charges, large power, and, high density proposed rates/fees increased with general discussion and comments. Mr. Prairie stated additional discussion will occur at a future Idaho Falls Power Board meeting regarding the inclusion of fees into policy.

Mayor Casper reminded the Councilmembers that once a tentative budget is approved, the total budget amount cannot increase. Future budget discussion will include weed control and water use, and snow removal fund cap. Councilmember Radford indicated he prefers a budget/project report part way through the year, not just during the budget season. Brief comments followed.

There being no further business, the meeting adjourned at 4:31 p.m.

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CITY CLERK

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MAYOR



## July 12, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Idaho Falls Power Board), Thursday, July 12, 2018, at Idaho Falls Power Conference Room, 140 S. Capital, Idaho Falls, Idaho at 7:00 a.m.

### Call to Order, Roll Call, and Announcements:

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:

Jackie Flowers, Idaho Falls Power Director  
Wid Ritchie, Energy Services Manager  
Bobbi Wilhelm, Energy Analyst  
Michael Kirkham, Assistant City Attorney  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 7:02 a.m. Mayor Casper noted this would be the last Idaho Falls Power (IFP) Board Meeting for Director Flowers as she has accepted a position in Tacoma, Washington.

Mayor Casper stated Sue Kelly, President and CEO of American Public Power Association (APPA), was recently in Idaho Falls. Her visit included engagement with Idaho Falls Power staff. She commended Director Flowers for leading this City in the power production. General comments followed regarding Ms. Kelly's visit to Idaho Falls.

### Strategic Plan Update:

Director Flowers stated the Idaho Falls Power Strategic Plan was developed with the previous Council over the course of several presentations/discussions. This Strategic Plan is considered the policy makers direction of priorities. She briefly reviewed the Mission Statement and the Strengths, Weaknesses, Opportunities, and Threats (SWOT).

Director Flowers presented the following with general discussion throughout:

Strategic Areas of Focus:

Customer – IFP will serve as the customer's trusted energy advisor.

- Service Experience: Enhancing customer experience by identifying, streamlining and implementing one process improvement per calendar year. Director Flowers indicated most of customer service and customer contact has been outsourced to Municipal Services. She stated the areas of improvement include the peoples' systems process that can accommodate change, she would also like to pursue additional functionality in the Cayenta software system. Key Account Services (large customers) are monitored closely regarding power outages. Staff will formalize a procedure in the near future for these customers. One-stop shop services at IFP is anticipated versus redirecting customers to City Hall. This will include transition of connecting/disconnecting services for new homeowners.
- Education and Communication Outreach Plan: Develop a plan and review annually.
- Integrated Programs: Develop a technology plan to address customer needs and evolve utility services. Technology plan is targeted for year end.

Financial – IFP will operate in a stable, financially prudent and forward looking manner.

- Utility Best Practices: Map data availability of sources, identify gaps to collect, add data reporting in Capital Improvement Plan (CIP) and budgeting - prioritized implementation plan, and integrate data into one or two programs per calendar year.

## July 12, 2018 - Unapproved

- Power Supply/Markets: Develop in-house scheduling expertise to coordinate and update procedures to leverage external scheduling agencies. Brief comments followed regarding the expertise of the newly appointed IFP Director Bear Prairie.
- Regulations: Establish a target hydropower relicensing plan and schedule. Director Flowers indicated this topic is a high priority with APPA. She noted it was recommended to keep the relicensing plan and schedule in-house.

Growth – IFP shall anticipate energy and broadband needs for the continued vibrancy of the community.

- Load Growth: Develop a load growth plan that includes identification of available resources and target industries that would benefit from those resources for strategic recruitment.
- Economic Development and Land Use: Identify and implement recruitment tools to promote our area for targeted industries. This includes facilities plan.
- Infrastructure Growth: Identify geographical areas that are targeted City growth/industry recruitment areas and implement infrastructure expansion plans. This includes fiber expansion, Idaho National Laboratory (INL) expansion, large single load to potential industrial growth area, and transmission expansion.

Reliability – IFP will embrace change and technology to ensure a modern, adaptive grid.

- Maintain: Establish procedures for continued progress toward sophisticated reliability tracking.
- Enhance: Develop a technology plan for cyber and distribution automation.
- Future Planning: Develop and implement a plan to island and restore power (micro-grid) to critical load center; actively participate in regional transmission planning by requiring biannual updates on transmission studies and implementation while coordinating regional participation.

Workforce – IFP shall maintain its position as an industry leader enabled by talented and trained staff.

- Compensation Policy: Implement a utility-wide market based scale. IFP will continue to work with Human Resources.
- Succession Planning: Develop a comprehensive company succession plan including individual employee development plans.
- Safety: Develop safety metrics to track and monitor monthly progress, develop “safety ticket” and “good catch” program. Director Flowers commended the IFP staff for the progress in this area.
- Board Development: Identify and document three Council/Board policies; develop new Council/Board training book; develop a self-evaluation tool for the Board to conduct on itself.

Director Flowers briefly reviewed maps related to Idaho Falls North Loop expansion project. Collaboration will need to occur with PacifiCorp related to Conditional Use Permits.

### Customer Satisfaction Survey Results:

Ms. Wilhelm stated the survey results included overall satisfaction with IFP electricity service; satisfaction with electricity rates; satisfaction with bill layout; awareness of outages and satisfaction with IFP outage response; awareness and satisfaction with IFP service offerings; and suggestions for improvement.

Ms. Wilhelm reviewed the following with general discussion throughout:

- Demographics - survey respondents did not closely match the demographics of the general population of Idaho Falls.
- Utility Bills - fewer than half of respondents (45%) named all four services without prompting; a large majority of residents (69%) understood the City utility bill; most respondents (82%) were aware of bill payment options although a relatively small percentage utilize those options.
- Customer Service - one-fifth of respondents (21%) said they interacted with customer service agents. Professionalism = 86%, Helpfulness = 81%, Overall Experience = 81%.
- Power Outages - while customers were generally satisfied with the speed of power restoration, they were less satisfied with the level of communication provided during the outages. The majority of customers (68%) would prefer receiving text messages.

**July 12, 2018 - Unapproved**

- Satisfaction and Feedback - customers are overwhelmingly satisfied with IFP as their electric service provider. The majority of customers also trust IFP to act in the best interest of the community.

Ms. Wilhelm briefly reviewed comments, both positive and negative, received from customers throughout the survey. General discussion and comments followed. Mr. Ritchie believes customer satisfaction has increased over the previous year.

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

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CITY CLERK

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MAYOR

**REGULAR**

**AGENDA:**



## MEMORANDUM

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**TO:** Honorable Mayor and City Council

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

**DATE:** Friday, July 20, 2018

**RE:** Rezoning from R3A, R2, and RP to LC, Reasoned Statement of Relevant Criteria and Standards, Lots 1-2, Block 1, Hatch Division No. 1 and Lots 21-23, Block 1, Hatch Division No. 5

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Attached is the Reasoned Statement of Relevant Criteria and Standards associated with the application for Rezoning from R3A, R2, and RP to LC, Lots 1-2, Block 1, Hatch Division No. 1 and Lots 21-23, Block 1, Hatch Division No. 5. The City Council considered this item at its July 12, 2018 meeting and the motion to approve the rezoning failed. At that time the City Council did not take any action on the Reasoned Statement of Relevant Criteria and Standards. Even with a failed motion and a decision to deny the rezone request it is necessary to act on the Reasoned Statement of Relevant Criteria and Standards as it details the Council's decision and outlines the criteria and standards associated with that decision. The Reasoned Statement of Relevant Criteria and Standards document has been adjusted to reflect the discussion and decision from the July 12, 2018 hearing. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Reasoned Statement of Relevant Criteria and Standards

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

**REZONE OF R3A, R2, AND RP TO LC FOR LOTS 1-2, BLOCK 1, HATCH DIVISION 1 AND LOTS 21-23, BLOCK 1 HATCH DIVISION 5 LOCATED GENERALLY SOUTH OF LINCOLN RD., WEST OF N 25TH E., NORTH OF E 1ST ST., AND EAST OF N WOODRUFF AVE.**

**WHEREAS**, the applicant filed an application for a rezone on April 11, 2018; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on June 5, 2018; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 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 approximately 1.28 acres located generally south of Lincoln Rd., west of N 25th E., north of E 1st St., and east of N Woodruff Ave.
3. The current uses are professional office and residential. Surrounding uses include office, commercial/retail, single-unit residential, and multi-unit residential.
4. The comprehensive plan designates this area as Commercial and Low Density Residential.
5. The current zoning of the property is R3A, R2, and RP, which are primarily residential in nature. Surrounding zoning includes R3A, R2, RP, LC, and PB. The other three corners of Woodruff Avenue and 1<sup>st</sup> Street is LC.
6. The requested zone is LC. The purpose of the LC zone as stated in the Zoning Ordinance is: "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."
7. Rezoning of all properties included in the request includes two existing single unit residential uses, which would be anticipated to be demolished for commercial development.
8. There are Comprehensive Plan Policies which support the requested change including:

- a. Limited neighborhood services shall be provided at the intersection of arterial streets and collector streets. Access to such services shall only be from collectors.
  - b. Arterial corners shall support higher density housing, quasi-public services, or community/neighborhood commercial services.
  - c. Neighborhood and community services shall be buffered from the residential neighborhood by fencing and landscaping.
  - d. Buffer commercial development, including services, from adjacent residential development. We were told by many people commercial development should be buffered from adjacent residential development. Allowing commercial development, especially neighborhood centers, adjacent to residential development moves us toward our goal of a convenient city -- one in which walking and biking are reasonable alternatives -- but it does require careful attention to buffering. Our present regulations only address buffering parking lots from residential uses, unless a change of land use occurs under the Planned Transition Zone. We need to develop regulations shielding residences from the noise, light, and traffic generated by commercial uses. Such regulations should address buffering under different situations. For example, residential uses across the street from commercial properties will benefit from perimeter landscaping, buildings towards the front of the lot, and parking in the rear. Residential uses in the rear of commercial properties will benefit from parking areas in the front of the lot, buildings to the rear, and landscaping and fencing in the rear of the lot.
9. There are few Comprehensive Plan Policies which suggest rejecting the requested change including:
  - a. Assure industrial and heavy commercial traffic does not move through neighboring residential areas.
  - b. Access to commercial properties shall be designed to minimize disruptive effects on traffic flow.
10. The Idaho Falls Planning and Zoning Commission recommended denial of this Rezone request with a 4-2 decision after much deliberation.
11. Planning Division staff recommended approval of the request because there were more Comprehensive Plan policies in support of the change than in opposition and because the new standards in the LC zone were designed to insulate adjacent neighborhoods from potential nuisances produced by commercial developments.
12. Testimony in opposition at the public hearing included concerns about traffic moving through the residential neighborhood and the detrimental effect on safety of the roadway within the neighborhood. This concern was, in large part, in response to the idea of a commercial access to Carol Avenue.
13. Testimony in opposition also included concerns about the detrimental effect of the change on property values and the residential nature of the neighborhood.
14. Testimony in support of the proposal included the desire to improve the traffic situation at Woodruff Avenue and 1<sup>st</sup> Street through site design. Supporting testimony also discussed the deteriorating condition of the existing office building and the inability to secure qualified tenants due to poor site, access, and traffic conditions.

## **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria and Standards, the City Council of the City of Idaho Falls denied the Rezone of R3A, R2, and RP to LC for Lots 1-2, Block 1, Hatch Division 1 and Lots 21-23, Block 1 Hatch Division 5.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

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Rebecca L. Noah Casper, Mayor





## MEMORANDUM

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**TO:** Honorable Mayor and City Council

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

**DATE:** Friday, July 20, 2018

**RE:** Final Plat and Reasoned Statement of Relevant Criteria and Standards, Jackson Hole Junction

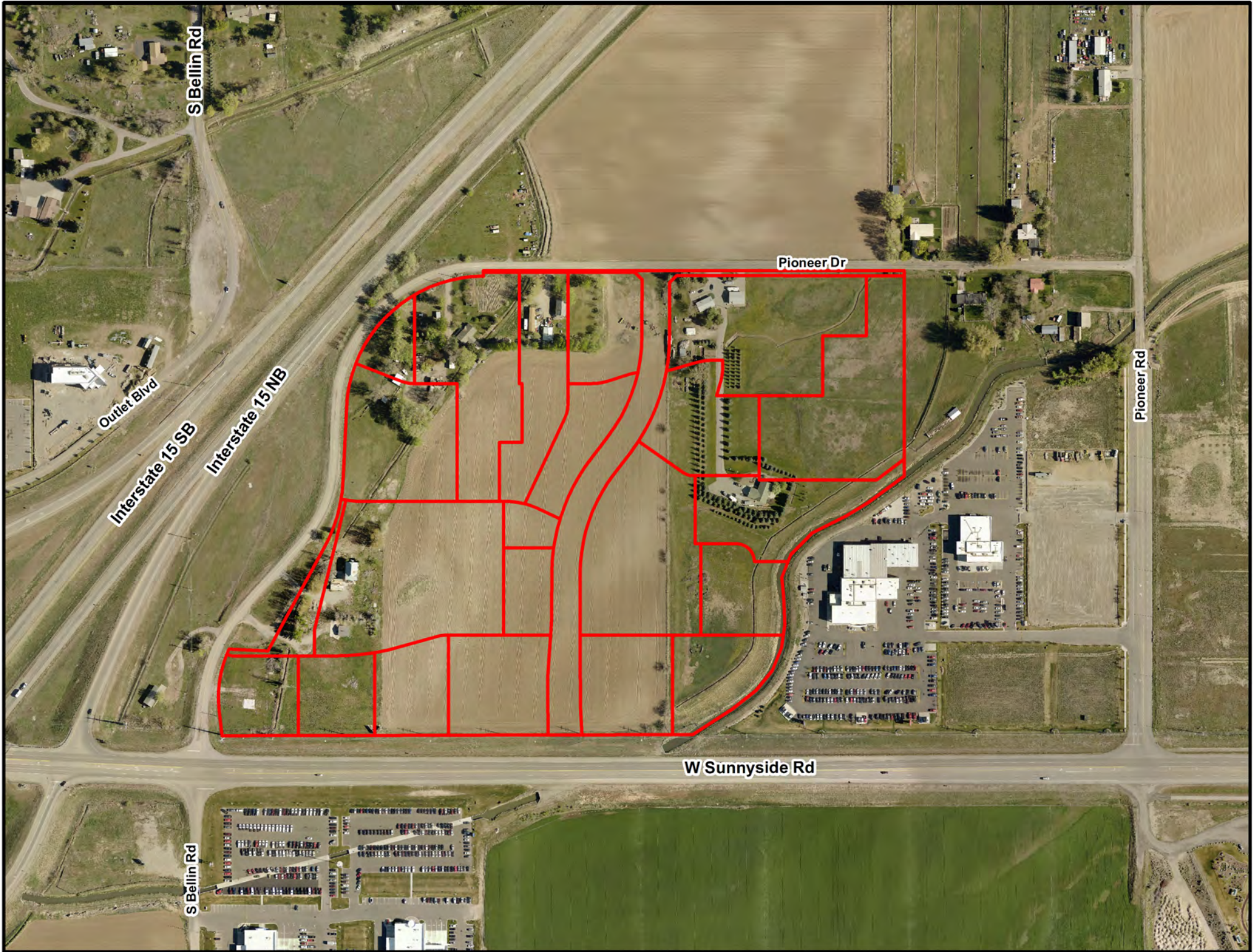
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Attached is an amended Final Plat and Reasoned Statement of Relevant Criteria and Standards, Jackson Hole Junction. The City Council approved this plat at its March 22, 2018 meeting. The plat has not yet been recorded. The applicant desires to make some minor adjustments to internal lot lines and remove some unnecessary easements prior to recording the plat (see attached plat with areas of change outlined). Because the modifications alter lot lines and change the plat from what was approved by the City Council, staff has brought it back to City Council for approval. Staff recommends approval of the amended plat. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

- Aerial Photo
- Plat approved by Council on March 22, 2018
- Final Plat with areas of change outlined
- Final Plat
- March 22, 2018 Council Minutes
- Reasoned Statement of Relevant Criteria and Standards





S Bellin Rd

Outlet Blvd

Interstate 15 SB

Interstate 15 NB

Pioneer Dr

Pioneer Rd

W Sunnyside Rd

S Bellin Rd



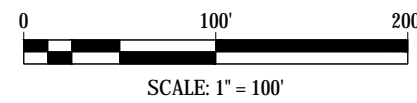
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	176.29	328.08	30°47'12"	N8°52'49"E	174.17
C2	161.65	328.08	28°13'50"	N7°36'08"E	160.02
C4	201.00	434.26	26°31'12"	N15°33'06"E	199.21
C5	148.43	434.26	19°35'01"	N19°01'12"E	147.71
C6	48.85	434.26	6°26'41"	N6°00'20"E	48.82
C7	587.19	384.26	87°33'13"	N45°59'48"E	531.70
C8	63.71	420.00	8°41'29"	N6°34'32"E	63.65
C9	127.28	379.26	19°13'41"	S11°50'38"W	126.68
C10	250.14	379.26	37°47'21"	S40°21'10"W	245.63
C11	93.81	379.26	14°10'22"	S66°20'01"W	93.57
C12	63.21	200.00	18°06'30"	S80°56'45"W	62.95
C13	34.65	200.00	9°55'38"	S76°51'19"W	34.61
C14	43.97	100.00	25°11'31"	N12°37'34"E	43.61
C15	16.01	100.00	9°10'22"	N85°24'49"W	15.99
C16	50.41	200.00	14°26'28"	N82°46'46"W	50.28
C17	36.02	200.00	10°19'04"	N70°24'01"W	35.97
C18	86.42	200.00	24°45'31"	N77°37'14"W	85.75
C20	118.14	700.00	9°40'13"	N85°09'54"E	118.00
C21	75.60	700.00	6°11'17"	N77°14'09"E	75.56
C22	193.74	700.00	15°51'30"	S82°04'15"W	193.13
C23	27.68	100.00	15°51'30"	S82°04'15"W	27.59
C24	75.12	540.00	7°58'14"	S3°49'22"W	75.06
C25	83.94	540.00	8°54'22"	S12°15'40"W	83.85
C26	194.33	540.00	20°37'08"	S27°01'26"W	193.28
C27	353.39	540.00	37°29'44"	N18°35'08"E	347.11
C28	327.21	500.00	37°29'44"	N18°35'08"E	321.40
C29	301.03	460.00	37°29'44"	N18°35'08"E	295.69
C30	124.17	460.00	15°27'57"	N7°34'14"E	123.79
C31	176.87	460.00	22°01'47"	N26°19'06"E	175.78
C32	41.14	540.00	4°21'53"	S35°09'03"W	41.13
C33	213.08	540.00	22°36'31"	N21°11'42"E	211.70
C34	97.36	540.00	10°19'48"	N5°11'42"E	97.23
C35	351.57	540.00	37°18'11"	N18°40'54"E	345.40
C36	325.53	500.00	37°18'11"	N18°40'54"E	319.81
C37	299.49	460.00	37°18'11"	N18°40'54"E	294.23
C38	197.37	460.00	24°34'59"	S25°02'30"W	195.86
C39	102.12	460.00	12°43'12"	S6°23'24"W	101.91

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C40	29.70	200.00	8°30'26"	S76°54'21"W	29.67
C50	87.20	770.00	6°29'20"	S76°39'52"W	87.16
C51	22.04	384.26	3°17'10"	S88°07'50"W	22.04
C52	101.57	770.00	7°33'27"	S85°20'56"W	101.49
C53	12.12	770.00	0°54'07"	S89°34'43"W	12.12
C54	3.72	434.26	0°29'29"	N2°32'15"E	3.72
C55	37.45	100.00	21°27'29"	S79°16'16"E	37.23

Line Table		
Line #	Length	Direction
L1	0.83	S62°38'38"E
L2	6.41	N90°00'00"W
L3	73.24	N65°14'29"W
L4	6.77	N90°00'00"E
L5	14.45	N90°00'00"W
L8	7.37	N90°00'00"E
L9	64.00	N90°00'00"W
L10	56.35	N0°01'38"E
L11	36.07	N25°13'19"E
L12	28.54	S37°20'00"W
L13	46.39	S37°20'00"W
L14	74.93	N37°20'00"E
L15	43.13	S71°53'30"W
L17	28.27	N44°59'05"W
L18	28.28	S45°01'48"W

# JACKSON HOLE JUNCTION

AN ADDITION TO THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO  
LOCATED IN THE SW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST  
2018



**BASIS OF BEARING**  
PER CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM WHICH  
COINCIDES WITH THE CENTRAL MERIDIAN OF THE EAST ZONE OF  
THE IDAHO STATE PLANE COORDINATE SYSTEM, NAD 83.

- LEGEND**
- △ CALCULATED POINT
  - FOUND I.T.D. BRASS CAP IN CONCRETE - REPLACED W/ 5/8" REBAR AND PLASTIC CAP PLS 12457
  - FOUND 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12224
  - SET 5/8" REBAR WITH 2" ALUMINUM CAP - P.L.S. 12457
  - SET 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12457
  - SET 1/2" REBAR W/ PLASTIC CAP - P. L.S. 12457
  - INTERIOR 1/2" REBAR W/ PLASTIC CAP P. L.S. 12457
  - SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
  - INTERIOR STREET MONUMENTS 5/8" REBAR W/ 2" ALUM. CAP P.L.S. 12457 TO BE SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
  - P.L.S. CORNER
  - BOUNDARY LINE
  - LOT LINE
  - STREET CENTERLINE( MATCHLINE SHEETS 1 AND 2)
  - SECTION LINE
  - TIE LINE
  - - - PUBLIC UTILITIES EASEMENT LINE (P.U.E.) UNLESS OTHERWISE NOTED
  - - - EXISTING EASEMENT LINE
  - P.O.B.
  - P.U.E.
  - POINT OF BEGINNING
  - PUBLIC UTILITIES EASEMENT

- NOTES**
- LOT 4, BLOCK 1 AND LOT 11, BLOCK 1 ARE COMMON LOTS CONTAINING BLANKET PUBLIC UTILITY AND DRAINAGE EASEMENTS.
  - SUBJECT TO AN EXISTING CROSS ACCESS BLANKET EASEMENT PURSUANT TO INSTRUMENT 1505822 DATED 08/26/2015
  - TOTAL RIGHT-OF-WAY DEDICATED TO THE CITY OF IDAHO FALLS IS 2.940 ACRES.

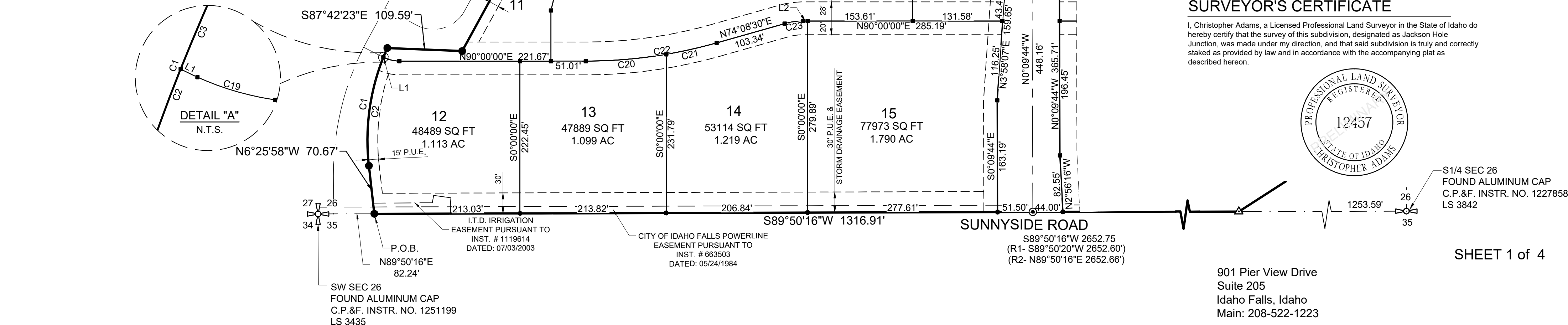
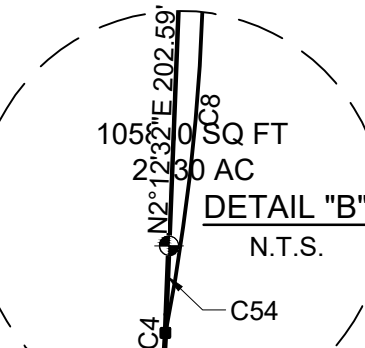
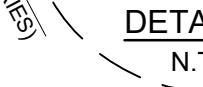
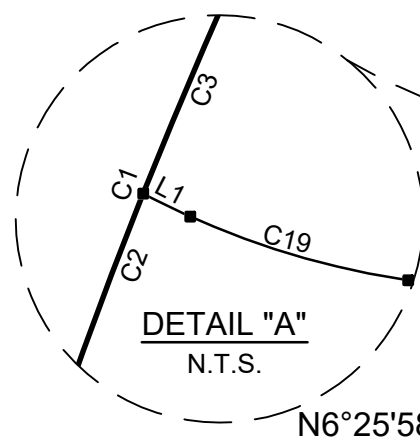
- RECORD REFERENCE**
- R1 - SUNNYSIDE RETAIL AT SRL DIV. NO. 1 INSTR # 1271162
  - R2 - RECORD OF SURVEY INSTR. # 1442356

**SURVEYOR'S CERTIFICATE**

I, Christopher Adams, a Licensed Professional Land Surveyor in the State of Idaho do hereby certify that the survey of this subdivision, designated as Jackson Hole Junction, was made under my direction, and that said subdivision is truly and correctly staked as provided by law and in accordance with the accompanying plat as described herein.



S1/4 SEC 26  
FOUND ALUMINUM CAP  
C.P.&F. INSTR. NO. 1227858  
LS 3842

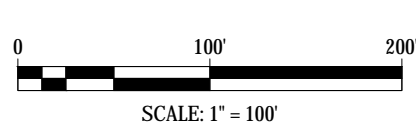
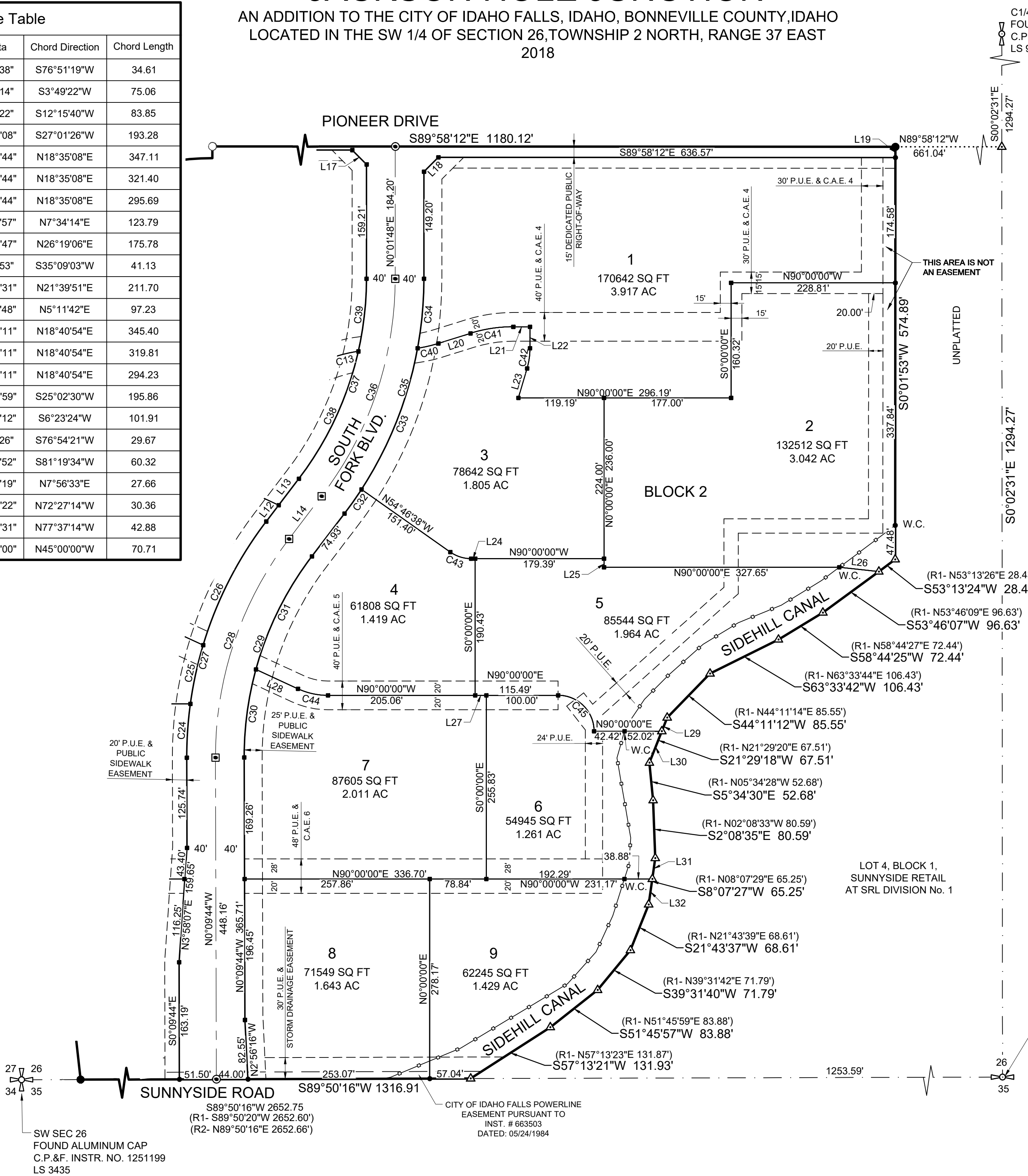


# JACKSON HOLE JUNCTION

AN ADDITION TO THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO  
LOCATED IN THE SW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST  
2018

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C13	34.65	200.00	9°55'38"	S76°51'19"W	34.61
C24	75.12	540.00	7°58'14"	S3°49'22"W	75.06
C25	83.94	540.00	8°54'22"	S12°15'40"W	83.85
C26	194.33	540.00	20°37'08"	S27°01'26"W	193.28
C27	353.39	540.00	37°29'44"	N18°35'08"E	347.11
C28	327.21	500.00	37°29'44"	N18°35'08"E	321.40
C29	301.03	460.00	37°29'44"	N18°35'08"E	295.69
C30	124.17	460.00	15°27'57"	N7°34'14"E	123.79
C31	176.87	460.00	22°01'47"	N26°19'06"E	175.78
C32	41.14	540.00	4°21'53"	S35°09'03"W	41.13
C33	213.08	540.00	22°36'31"	N21°39'51"E	211.70
C34	97.36	540.00	10°19'48"	N5°11'42"E	97.23
C35	351.57	540.00	37°18'11"	N18°40'54"E	345.40
C36	325.53	500.00	37°18'11"	N18°40'54"E	319.81
C37	299.49	460.00	37°18'11"	N18°40'54"E	294.23
C38	197.37	460.00	24°34'59"	S25°02'30"W	195.86
C39	102.12	460.00	12°43'12"	S6°23'24"W	101.91
C40	29.70	200.00	8°30'26"	S76°54'21"W	29.67
C41	60.56	200.00	17°20'52"	S81°19'34"W	60.32
C42	27.76	94.82	16°46'19"	N7°56'33"E	27.66
C43	30.85	50.18	35°13'22"	N72°27'14"W	30.36
C44	43.21	100.00	24°45'31"	N77°37'14"W	42.88
C45	78.54	50.00	90°00'00"	N45°00'00"W	70.71

Line Table		
Line #	Length	Direction
L12	28.54	S37°20'00"W
L13	46.39	S37°20'00"W
L14	74.93	N37°20'00"E
L17	28.27	N44°59'05"W
L18	28.28	S45°01'48"W
L19	15.00	N0°01'53"E
L20	46.82	S72°39'08"W
L21	23.24	N90°00'00"W
L22	29.79	N0°00'00"E
L23	43.58	N16°19'42"E
L24	5.70	N90°00'00"W
L25	12.00	N0°00'00"E
L26	55.48	S83°46'57"E
L27	15.49	S90°00'00"E
L28	64.35	N65°14'29"W
L29	20.40	S21°29'18"W
L30	47.11	S21°29'18"W
L31	29.32	S8°07'27"W
L32	35.93	S8°07'27"W



**BASIS OF BEARING**  
PER CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM WHICH COINCIDES WITH THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM, NAD 83.

- LEGEND**
- △ CALCULATED POINT
  - ⊕ FOUND I.T.D. BRASS CAP IN CONCRETE - REPLACED W/ 5/8" REBAR AND PLASTIC CAP 12457
  - FOUND 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12224
  - SET 5/8" REBAR WITH 2" ALUMINUM CAP - P.L.S. 12457
  - SET 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12457
  - SET 1/2" REBAR W/ PLASTIC CAP - P. L.S. 12457
  - INTERIOR 1/2" REBAR W/ PLASTIC CAP P. L.S. 12457 SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
  - INTERIOR STREET MONUMENTS 5/8" REBAR W/ 2" ALUM. CAP P.L.S. 12457 TO BE SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
  - ⊕ P.L.S.S. CORNER
  - BOUNDARY LINE
  - LOT LINE
  - STREET CENTERLINE( MATCHLINE SHEETS 1 AND 2)
  - SECTION LINE
  - TIE LINE
  - PUBLIC UTILITIES EASEMENT LINE (P.U.E.) UNLESS OTHERWISE NOTED
  - EXISTING EASEMENT LINE
  - P.O.B.
  - P.U.E.
  - W.C.
  - POINT OF BEGINNING
  - PUBLIC UTILITIES EASEMENT
  - WITNESS CORNER
  - APPROXIMATE LOCATION OF EXISTING CANAL RIGHT-OF-WAY PURSUANT TO I.C. §42-1102

- RECORD REFERENCE**
1. R1 - SUNNYSIDE RETAIL AT SRL DIV. NO. 1 INSTR. # 1271162
  2. R2 - RECORD OF SURVEY INSTR. # 1442356

**SURVEYOR'S CERTIFICATE**  
I, Christopher Adams, a Licensed Professional Land Surveyor in the State of Idaho do hereby certify that the survey of this subdivision, designated as Jackson Hole Junction, was made under my direction, and that said subdivision is truly and correctly staked as provided by law and in accordance with the accompanying plat as described hereon.



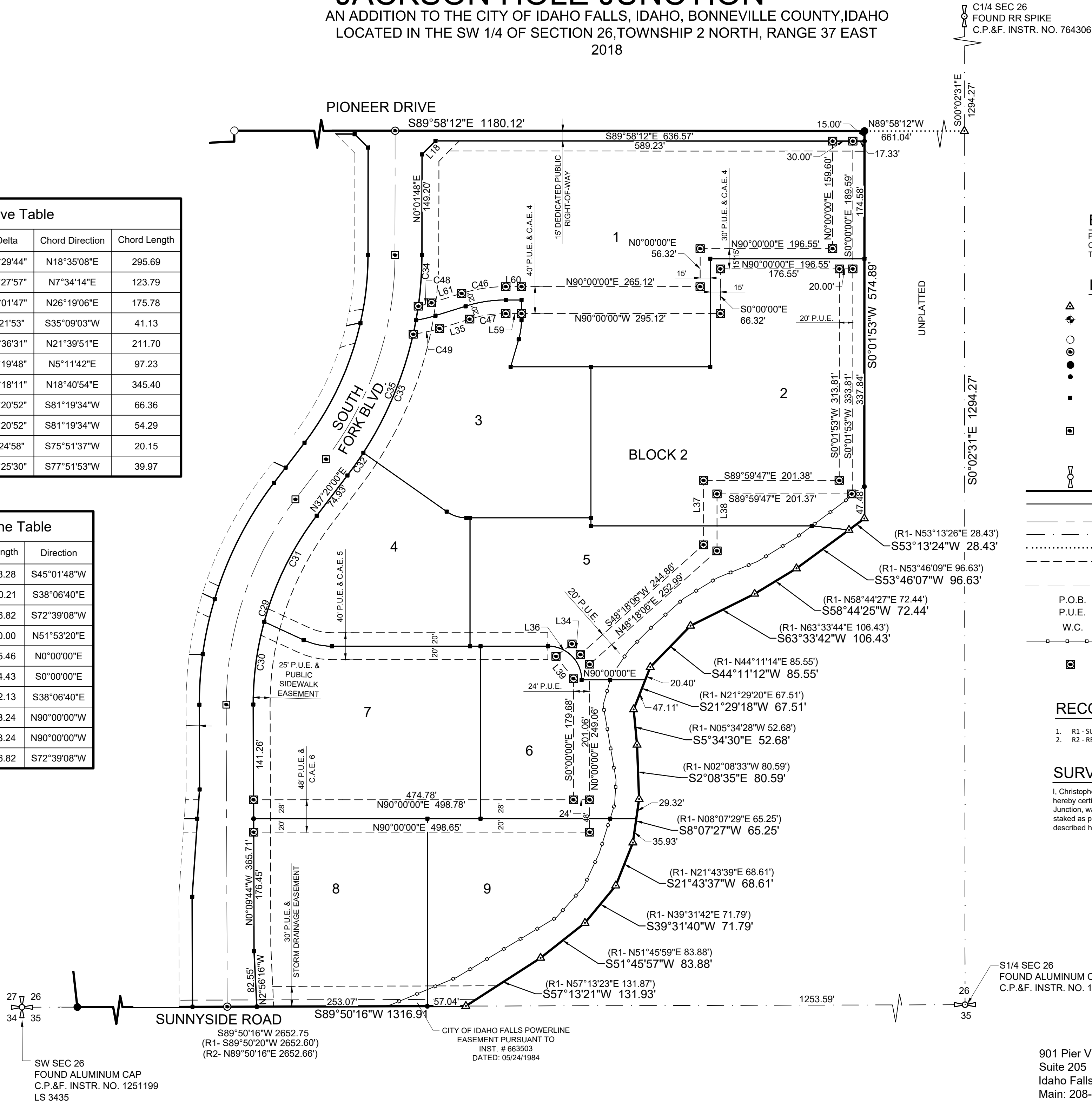
S1/4 SEC 26  
FOUND ALUMINUM CAP  
C.P.&F. INSTR. NO. 1227858  
LS 3842

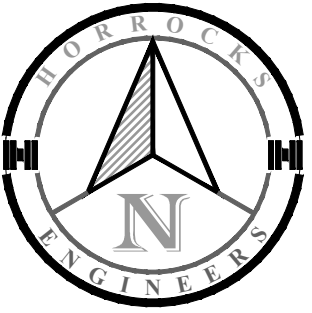
# JACKSON HOLE JUNCTION

AN ADDITION TO THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO  
LOCATED IN THE SW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST  
2018

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C29	301.03	460.00	37°29'44"	N18°35'08"E	295.69
C30	124.17	460.00	15°27'57"	N7°34'14"E	123.79
C31	176.87	460.00	22°01'47"	N26°19'06"E	175.78
C32	41.14	540.00	4°21'53"	S35°09'03"W	41.13
C33	213.08	540.00	22°36'31"	N21°39'51"E	211.70
C34	97.36	540.00	10°19'48"	N5°11'42"E	97.23
C35	351.57	540.00	37°18'11"	N18°40'54"E	345.40
C46	66.61	220.00	17°20'52"	S81°19'34"W	66.36
C47	54.50	180.00	17°20'52"	S81°19'34"W	54.29
C48	20.16	180.00	6°24'58"	S75°51'37"W	20.15
C49	40.03	220.00	10°25'30"	S77°51'53"W	39.97

Line Table		
Line #	Length	Direction
L18	28.28	S45°01'48"W
L34	20.21	S38°06'40"E
L35	46.82	S72°39'08"W
L36	30.00	N51°53'20"E
L37	95.46	N0°00'00"E
L38	84.43	S0°00'00"E
L39	42.13	S38°06'40"E
L59	23.24	N90°00'00"W
L60	23.24	N90°00'00"W
L61	46.82	S72°39'08"W





0 100' 200'  
SCALE: 1" = 100'

### BASIS OF BEARING

PER CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM WHICH COINCIDES WITH THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM, NAD 83.

### LEGEND

- △ CALCULATED POINT
- ⊕ FOUND I.T.D. BRASS CAP IN CONCRETE - REPLACED W/ 5/8" REBAR AND PLASTIC CAP 12457
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- APPROXIMATE LOCATION OF EXISTING CANAL RIGHT-OF-WAY PURSUANT TO I.C. §42-1102
- ⊕ SET 1/2" REBAR WITH PLASTIC CAP - P.L.S. 12457 FOR INTERIOR EASEMENT ANGLE POINTS.

### RECORD REFERENCE

- R1 - SUNNYSIDE RETAIL AT SRL DIV. NO. 1 INSTR # 1271162
- R2 - RECORD OF SURVEY INSTR. # 1442356

### SURVEYOR'S CERTIFICATE

I, Christopher Adams, a Licensed Professional Land Surveyor in the State of Idaho do hereby certify that the survey of this subdivision, designated as Jackson Hole Junction, was made under my direction, and that said subdivision is truly and correctly staked as provided by law and in accordance with the accompanying plat as described hereon.



S1/4 SEC 26  
FOUND ALUMINUM CAP  
C.P.&F. INSTR. NO. 1227858

901 Pier View Drive  
Suite 205  
Idaho Falls, Idaho  
Main: 208-522-1223

SHEET 3 of 4  
**HORROCKS**  
ENGINEERS



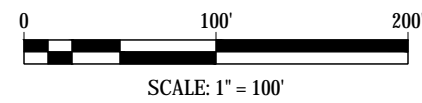
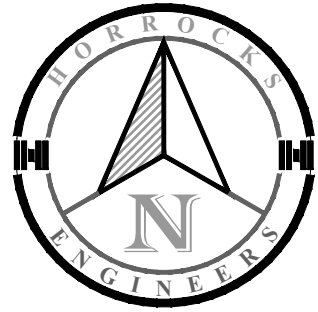
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	176.29	328.08	30°47'12"	N8°52'49"E	174.17
C2	161.65	328.08	28°13'50"	N7°36'08"E	160.02
C3	14.64	328.08	2°33'22"	S22°59'44"W	14.64
C4	201.00	434.26	26°31'12"	N15°33'06"E	199.21
C5	148.43	434.26	19°35'01"	N19°01'12"E	147.71
C6	48.85	434.26	6°26'41"	N6°00'20"E	48.82
C7	587.19	384.26	87°33'13"	N45°59'48"E	531.70
C8	63.71	420.00	8°41'29"	N6°34'32"E	63.65
C9	127.28	379.26	19°13'41"	S11°50'38"W	126.68
C10	250.14	379.26	37°47'21"	S40°21'10"W	245.63
C11	93.81	379.26	14°10'22"	S66°20'01"W	93.57
C12	63.21	200.00	18°06'30"	S80°56'45"W	62.95
C13	34.65	200.00	9°55'38"	S76°51'19"W	34.61
C14	43.97	100.00	25°11'31"	N12°37'34"E	43.61
C15	16.01	100.00	9°10'22"	N85°24'49"W	15.99
C16	50.41	200.00	14°26'28"	N82°46'46"W	50.28
C17	36.02	200.00	10°19'04"	N70°24'01"W	35.97
C18	86.42	200.00	24°45'31"	N77°37'14"W	85.75
C19	23.46	50.00	26°52'55"	N76°33'33"W	23.24
C20	118.14	700.00	9°40'13"	N85°09'54"E	118.00
C21	75.60	700.00	6°11'17"	N77°14'09"E	75.56
C22	193.74	700.00	15°51'30"	S82°04'15"W	193.13
C23	27.68	100.00	15°51'30"	S82°04'15"W	27.59
C24	75.12	540.00	7°58'14"	S3°49'22"W	75.06
C25	83.94	540.00	8°54'22"	S12°15'40"W	83.85
C26	194.33	540.00	20°37'08"	S27°01'26"W	193.28
C27	353.39	540.00	37°29'44"	N18°35'08"E	347.11
C28	327.21	500.00	37°29'44"	N18°35'08"E	321.40
C29	301.03	460.00	37°29'44"	N18°35'08"E	295.69
C30	124.17	460.00	15°27'57"	N7°34'14"E	123.79
C31	176.87	460.00	22°01'47"	S26°19'06"W	175.78
C32	78.49	540.00	8°19'43"	N33°10'08"E	78.43
C33	175.72	540.00	18°38'41"	N19°40'56"E	174.95
C34	97.36	540.00	10°19'48"	N5°11'42"E	97.23
C35	351.57	540.00	37°18'11"	N18°40'54"E	345.40
C36	325.53	500.00	37°18'11"	N18°40'54"E	319.81
C37	299.49	460.00	37°18'11"	N18°40'54"E	294.23

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C38	197.37	460.00	24°34'59"	S25°02'30"W	195.86
C39	102.12	460.00	12°43'12"	S6°23'24"W	101.91
C40	29.70	200.00	8°30'26"	S76°54'21"W	29.67
C50	87.20	770.00	6°29'20"	S76°39'52"W	87.16
C51	22.04	384.26	3°17'10"	S88°07'50"W	22.04
C52	101.57	770.00	7°33'27"	S85°20'56"W	101.49
C53	12.12	770.00	0°54'07"	S89°34'43"W	12.12
C54	3.72	434.26	0°29'29"	N2°32'15"E	3.72
C55	37.45	100.00	21°27'29"	S79°16'16"E	37.23

Line Table		
Line #	Length	Direction
L1	0.83	S62°38'38"E
L2	6.41	N90°00'00"W
L3	73.24	N65°14'29"W
L4	6.77	N90°00'00"E
L5	14.45	N90°00'00"W
L8	7.37	N90°00'00"E
L9	64.00	N90°00'00"W
L10	56.35	N0°01'38"E
L11	36.07	N25°13'19"E
L12	28.54	S37°20'00"W
L13	46.39	S37°20'00"W
L14	74.93	N37°20'00"E
L15	43.13	S71°53'30"W
L17	28.27	N44°59'05"W
L18	28.28	S45°01'48"W

# JACKSON HOLE JUNCTION

AN ADDITION TO THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO  
LOCATED IN THE SW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST  
2018



**BASIS OF BEARING**  
PER CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM WHICH COINCIDES WITH THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM, NAD 83.

- LEGEND**
- △ CALCULATED POINT
  - FOUND I.T.D. BRASS CAP IN CONCRETE - REPLACED W/ 5/8" REBAR AND PLASTIC CAP PLS 12457
  - FOUND 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12224
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  - P.O.B. POINT OF BEGINNING
  - P.U.E. PUBLIC UTILITIES EASEMENT

## NOTES

- LOT 4, BLOCK 1 AND LOT 11, BLOCK 1 ARE COMMON LOTS CONTAINING BLANKET PUBLIC UTILITY AND DRAINAGE EASEMENTS.
- SUBJECT TO AN EXISTING CROSS ACCESS BLANKET EASEMENT PURSUANT TO INSTRUMENT 1505822 DATED 08/26/2015
- TOTAL RIGHT-OF-WAY DEDICATED TO THE CITY OF IDAHO FALLS IS 2.940 ACRES.

## RECORD REFERENCE

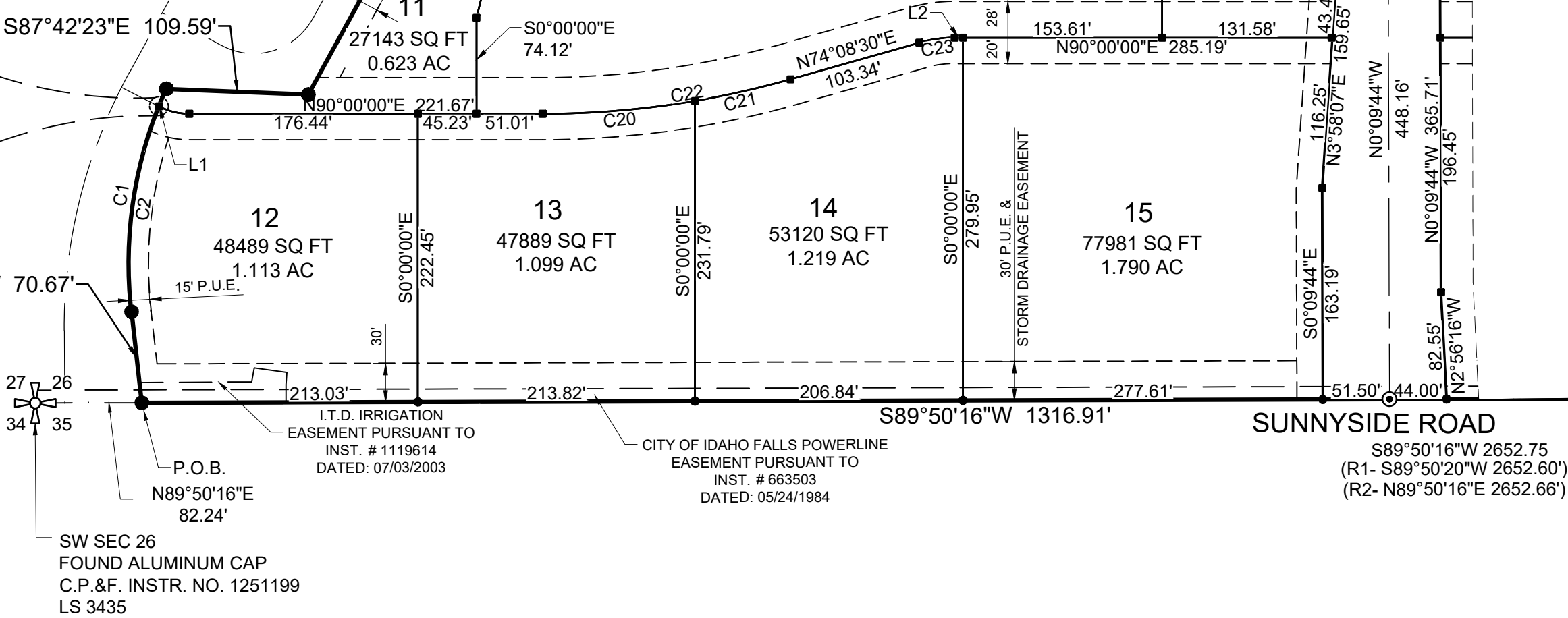
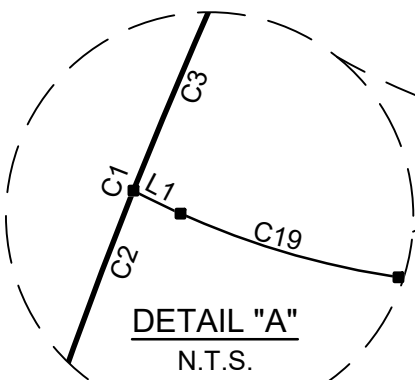
- R1 - SUNNYSIDE RETAIL AT SRL DIV. NO. 1 INSTR # 1271162
- R2 - RECORD OF SURVEY INSTR. # 1442356

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S1/4 SEC 26  
FOUND ALUMINUM CAP  
C.P.&F. INSTR. NO. 1227858  
LS 3842



901 Pier View Drive  
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Main: 208-522-1223

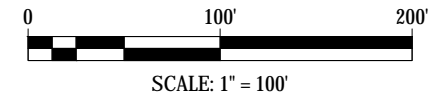
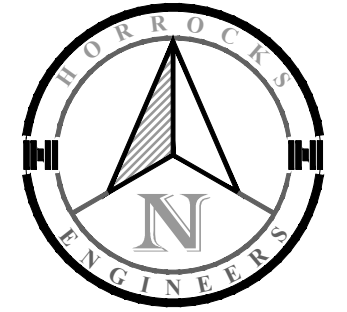
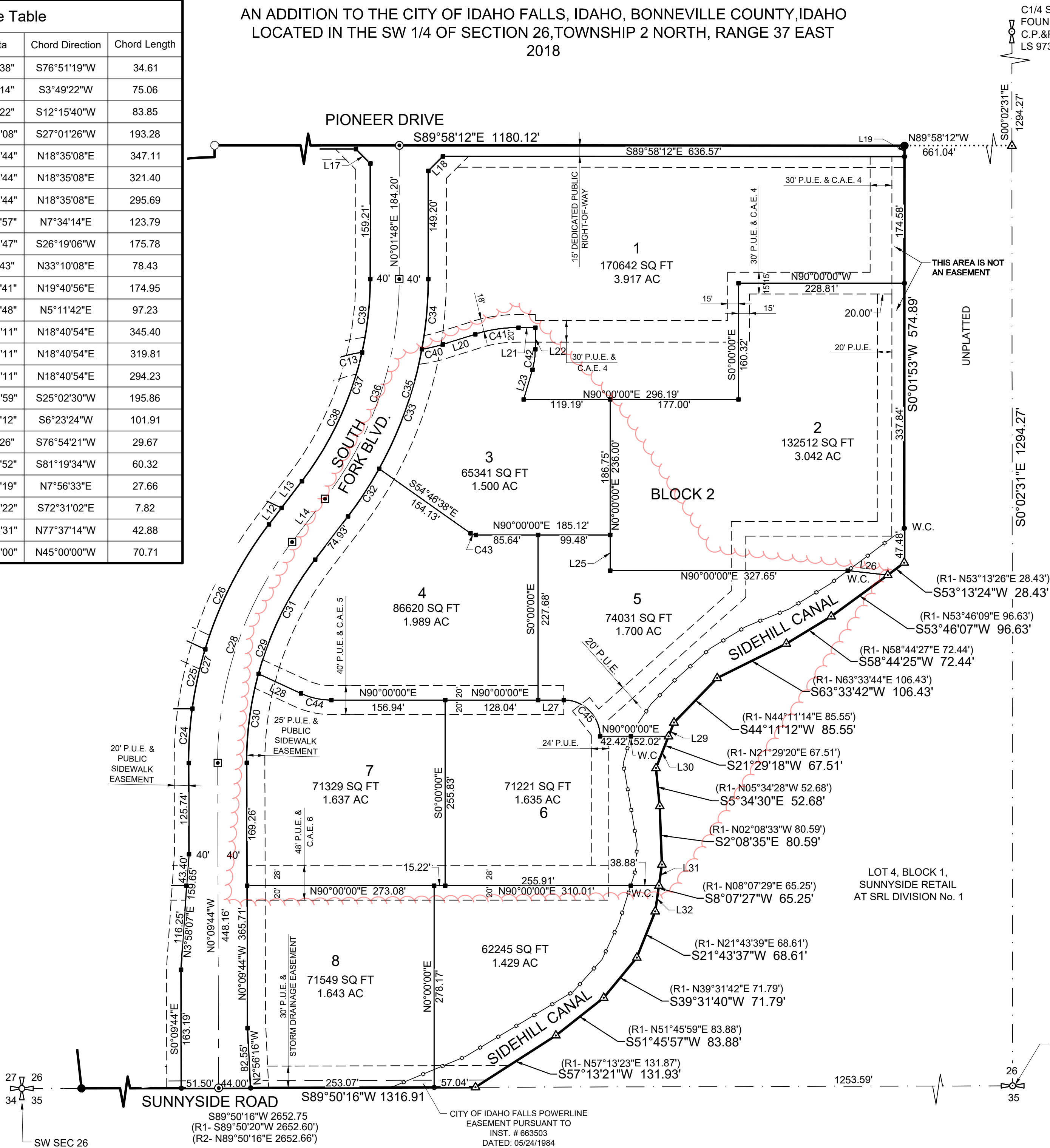


# JACKSON HOLE JUNCTION

AN ADDITION TO THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO  
LOCATED IN THE SW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST  
2018

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C31	176.87	460.00	22°01'47"	S26°19'06"W	175.78
C32	78.49	540.00	8°19'43"	N33°10'08"E	78.43
C33	175.72	540.00	18°38'41"	N19°40'56"E	174.95
C34	97.36	540.00	10°19'48"	N5°11'42"E	97.23
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C39	102.12	460.00	12°43'12"	S6°23'24"W	101.91
C40	29.70	200.00	8°30'26"	S76°54'21"W	29.67
C41	60.56	200.00	17°20'52"	S81°19'34"W	60.32
C42	27.76	94.82	16°46'19"	N7°56'33"E	27.66
C43	7.95	12.93	35°13'22"	S72°31'02"E	7.82
C44	43.21	100.00	24°45'31"	N77°37'14"W	42.88
C45	78.54	50.00	90°00'00"	N45°00'00"W	70.71

Line Table		
Line #	Length	Direction
L12	28.54	S37°20'00"W
L13	46.39	S37°20'00"W
L14	74.93	N37°20'00"E
L17	28.27	N44°59'05"W
L18	28.28	S45°01'48"W
L19	15.00	N0°01'53"E
L20	46.82	S72°39'08"W
L21	23.24	N90°00'00"W
L22	29.79	N0°00'00"E
L23	43.58	N16°19'42"E
L25	49.25	N0°00'00"W
L26	55.48	S83°46'57"E
L27	35.58	N90°00'00"E
L28	64.35	N65°14'29"W
L29	20.40	S21°29'18"W
L30	47.11	S21°29'18"W
L31	29.32	S8°07'27"W
L32	35.93	S8°07'27"W



## BASIS OF BEARING

PER CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM WHICH COINCIDES WITH THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM, NAD 83.

## LEGEND

	CALCULATED POINT
	FOUND I.T.D. BRASS CAP IN CONCRETE - REPLACED W/ 5/8" REBAR AND PLASTIC CAP 12457
	FOUND 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12224
	SET 5/8" REBAR WITH 2" ALUMINUM CAP - P.L.S. 12457
	SET 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12457
	SET 1/2" REBAR W/ PLASTIC CAP - P. L.S. 12457
	INTERIOR 1/2" REBAR W/ PLASTIC CAP P. L.S. 12457
	SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
	INTERIOR STREET MONUMENTS 5/8" REBAR W/ 2" ALUM. CAP P.L.S. 12457 TO BE SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
	P.L.S.S. CORNER
	BOUNDARY LINE
	LOT LINE
	STREET CENTERLINE( MATCHLINE SHEETS 1 AND 2)
	SECTION LINE
	TIE LINE
	PUBLIC UTILITIES EASEMENT LINE (P.U.E.) UNLESS OTHERWISE NOTED
	EXISTING EASEMENT LINE
	POINT OF BEGINNING
	PUBLIC UTILITIES EASEMENT
	WITNESS CORNER
	APPROXIMATE LOCATION OF EXISTING CANAL RIGHT-OF-WAY PURSUANT TO I.C. §42-1102

## RECORD REFERENCE

- R1 - SUNNYSIDE RETAIL AT SRL DIV. NO. 1 INSTR # 1271162
- R2 - RECORD OF SURVEY INSTR. # 1442356

## SURVEYOR'S CERTIFICATE

I, Christopher Adams, a Licensed Professional Land Surveyor in the State of Idaho do hereby certify that the survey of this subdivision, designated as Jackson Hole Junction, was made under my direction, and that said subdivision is truly and correctly staked as provided by law and in accordance with the accompanying plat as described herein.



S1/4 SEC 26  
FOUND ALUMINUM CAP  
C.P.&F. INSTR. NO. 1227858  
LS 3842

901 Pier View Drive  
Suite 205  
Idaho Falls, Idaho  
Main: 208-522-1223

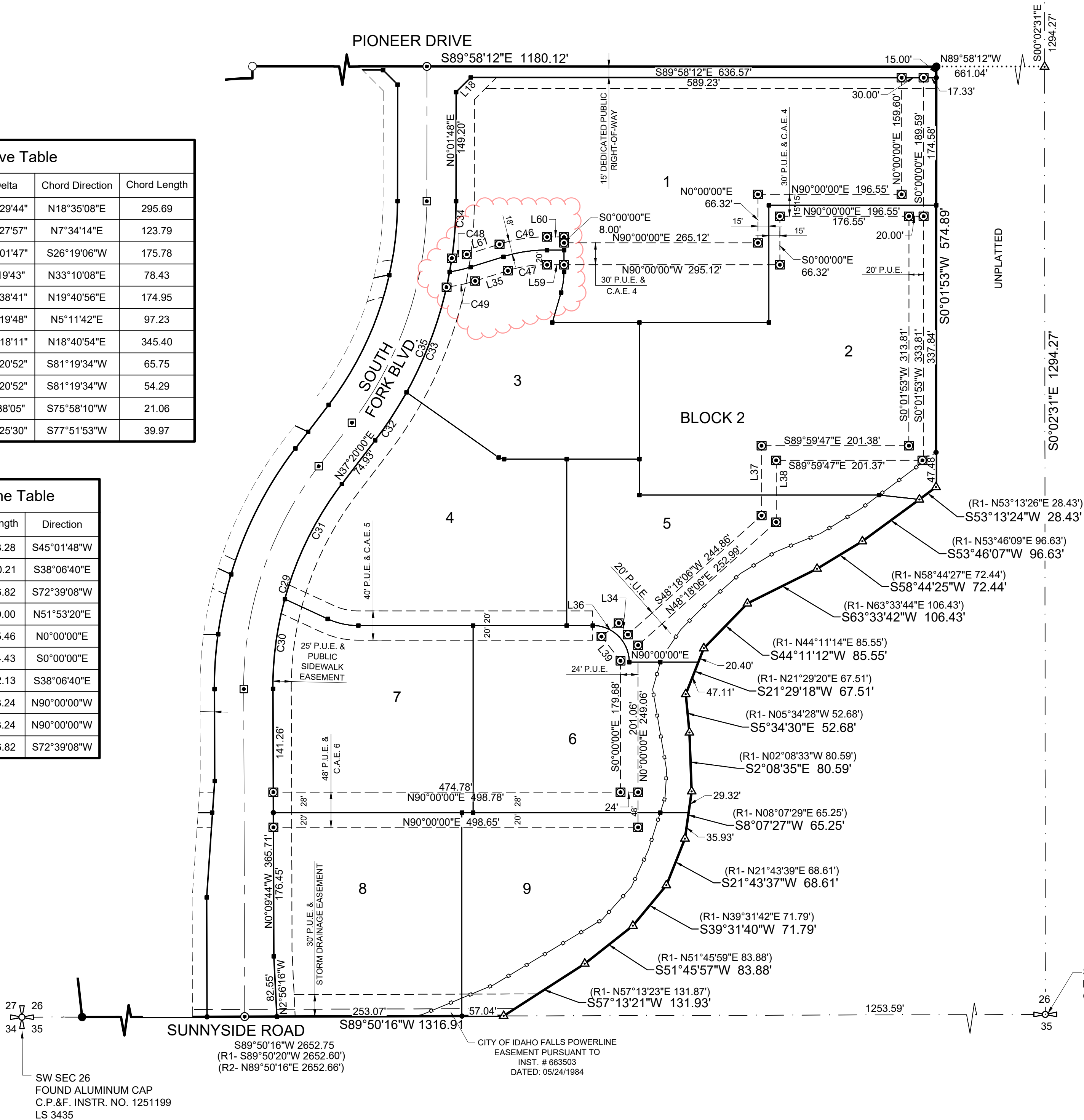
SHEET 2 of 4  
**HORROCKS**  
ENGINEERS



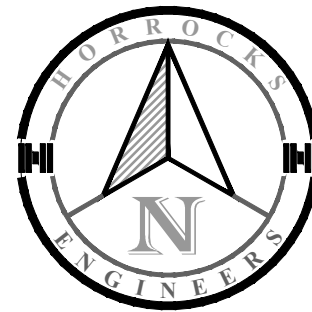
JACKSON HOLE JUNCTION  
AN ADDITION TO THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO  
LOCATED IN THE SW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST  
2018

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C29	301.03	460.00	37°29'44"	N18°35'08"E	295.69
C30	124.17	460.00	15°27'57"	N7°34'14"E	123.79
C31	176.87	460.00	22°01'47"	S26°19'06"W	175.78
C32	78.49	540.00	8°19'43"	N33°10'08"E	78.43
C33	175.72	540.00	18°38'41"	N19°40'56"E	174.95
C34	97.36	540.00	10°19'48"	N5°11'42"E	97.23
C35	351.57	540.00	37°18'11"	N18°40'54"E	345.40
C46	66.01	218.00	17°20'52"	S81°19'34"W	65.75
C47	54.50	180.00	17°20'52"	S81°19'34"W	54.29
C48	21.08	182.00	6°38'05"	S75°58'10"W	21.06
C49	40.03	220.00	10°25'30"	S77°51'53"W	39.97

Line Table		
Line #	Length	Direction
L18	28.28	S45°01'48"W
L34	20.21	S38°06'40"E
L35	46.82	S72°39'08"W
L36	30.00	N51°53'20"E
L37	95.46	N0°00'00"E
L38	84.43	S0°00'00"E
L39	42.13	S38°06'40"E
L59	23.24	N90°00'00"W
L60	23.24	N90°00'00"W
L61	46.82	S72°39'08"W



C1/4 SEC 26  
FOUND RR SPIKE  
C.P.&F. INSTR. NO. 764306



0 100' 200'  
SCALE: 1" = 100'

BASIS OF BEARING

PER CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM WHICH  
COINCIDES WITH THE CENTRAL MERIDIAN OF THE EAST ZONE OF  
THE IDAHO STATE PLANE COORDINATE SYSTEM, NAD 83.

LEGEND

- ▲ CALCULATED POINT
- ⊕ FOUND I.T.D. BRASS CAP IN CONCRETE - REPLACED W/  
5/8" REBAR AND PLASTIC CAP 12457
- FOUND 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12224
- SET 5/8" REBAR WITH 2" ALUMINUM CAP - P.L.S. 12457
- SET 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12457
- SET 1/2" REBAR W/ PLASTIC CAP - P. L.S. 12457
- INTERIOR 1/2" REBAR W/ PLASTIC CAP P. L.S. 12457  
SET AT A FUTURE DATE AS SHOWN ON INTERIOR  
MONUMENT COMPLETION CERTIFICATE
- INTERIOR STREET MONUMENTS 5/8" REBAR W/  
2" ALUM. CAP P.L.S. 12457 TO BE SET AT A  
FUTURE DATE AS SHOWN ON INTERIOR MONUMENT  
COMPLETION CERTIFICATE
- ⊕ P.L.S.S. CORNER
- BOUNDARY LINE
- LOT LINE
- STREET CENTERLINE( MATCHLINE SHEETS 1 AND 2)
- SECTION LINE
- TIE LINE
- PUBLIC UTILITIES EASEMENT LINE (P.U.E.) UNLESS OTHERWISE  
NOTED
- EXISTING EASEMENT LINE
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITIES EASEMENT
- W.C. WITNESS CORNER
- APPROXIMATE LOCATION OF EXISTING CANAL RIGHT-OF-WAY  
PURSUANT TO I.C. §42-1102
- ⊕ SET 1/2" REBAR WITH PLASTIC CAP - P.L.S. 12457 FOR INTERIOR  
EASEMENT ANGLE POINTS.

RECORD REFERENCE

- R1 - SUNNYSIDE RETAIL AT SRL DIV. NO. 1 INSTR # 1271162
- R2 - RECORD OF SURVEY INSTR. # 1442356

SURVEYOR'S CERTIFICATE

I, Christopher Adams, a Licensed Professional Land Surveyor in the State of Idaho do  
hereby certify that the survey of this subdivision, designated as Jackson Hole  
Junction, was made under my direction, and that said subdivision is truly and correctly  
staked as provided by law and in accordance with the accompanying plat as  
described hereon.



S1/4 SEC 26  
FOUND ALUMINUM CAP  
C.P.&F. INSTR. NO. 1227858

901 Pier View Drive  
Suite 205  
Idaho Falls, Idaho  
Main: 208-522-1223

SHEET 3 of 4  
**HORROCKS**  
ENGINEERS



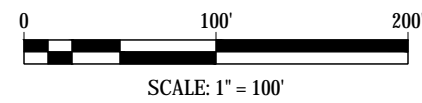
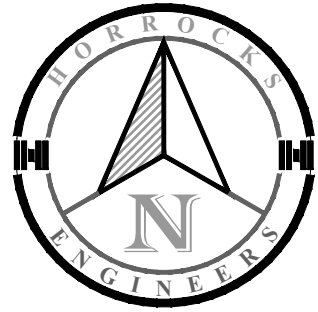
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	176.29	328.08	30°47'12"	N8°52'49"E	174.17
C2	161.65	328.08	28°13'50"	N7°36'08"E	160.02
C3	14.64	328.08	2°33'22"	S22°59'44"W	14.64
C4	201.00	434.26	26°31'12"	N15°33'06"E	199.21
C5	148.43	434.26	19°35'01"	N19°01'12"E	147.71
C6	48.85	434.26	6°26'41"	N6°00'20"E	48.82
C7	587.19	384.26	87°33'13"	N45°59'48"E	531.70
C8	63.71	420.00	8°41'29"	N6°34'32"E	63.65
C9	127.28	379.26	19°13'41"	S11°50'38"W	126.68
C10	250.14	379.26	37°47'21"	S40°21'10"W	245.63
C11	93.81	379.26	14°10'22"	S66°20'01"W	93.57
C12	63.21	200.00	18°06'30"	S80°56'45"W	62.95
C13	34.65	200.00	9°55'38"	S76°51'19"W	34.61
C14	43.97	100.00	25°11'31"	N12°37'34"E	43.61
C15	16.01	100.00	9°10'22"	N85°24'49"W	15.99
C16	50.41	200.00	14°26'28"	N82°46'46"W	50.28
C17	36.02	200.00	10°19'04"	N70°24'01"W	35.97
C18	86.42	200.00	24°45'31"	N77°37'14"W	85.75
C19	23.46	50.00	26°52'55"	N76°33'33"W	23.24
C20	118.14	700.00	9°40'13"	N85°09'54"E	118.00
C21	75.60	700.00	6°11'17"	N77°14'09"E	75.56
C22	193.74	700.00	15°51'30"	S82°04'15"W	193.13
C23	27.68	100.00	15°51'30"	S82°04'15"W	27.59
C24	75.12	540.00	7°58'14"	S3°49'22"W	75.06
C25	83.94	540.00	8°54'22"	S12°15'40"W	83.85
C26	194.33	540.00	20°37'08"	S27°01'26"W	193.28
C27	353.39	540.00	37°29'44"	N18°35'08"E	347.11
C28	327.21	500.00	37°29'44"	N18°35'08"E	321.40
C29	301.03	460.00	37°29'44"	N18°35'08"E	295.69
C30	124.17	460.00	15°27'57"	N7°34'14"E	123.79
C31	176.87	460.00	22°01'47"	S26°19'06"W	175.78
C32	78.49	540.00	8°19'43"	N33°10'08"E	78.43
C33	175.72	540.00	18°38'41"	N19°40'56"E	174.95
C34	97.36	540.00	10°19'48"	N5°11'42"E	97.23
C35	351.57	540.00	37°18'11"	N18°40'54"E	345.40
C36	325.53	500.00	37°18'11"	N18°40'54"E	319.81
C37	299.49	460.00	37°18'11"	N18°40'54"E	294.23

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C38	197.37	460.00	24°34'59"	S25°02'30"W	195.86
C39	102.12	460.00	12°43'12"	S6°23'24"W	101.91
C40	29.70	200.00	8°30'26"	S76°54'21"W	29.67
C50	87.20	770.00	6°29'20"	S76°39'52"W	87.16
C51	22.04	384.26	3°17'10"	S88°07'50"W	22.04
C52	101.57	770.00	7°33'27"	S85°20'56"W	101.49
C53	12.12	770.00	0°54'07"	S89°34'43"W	12.12
C54	3.72	434.26	0°29'29"	N2°32'15"E	3.72
C55	37.45	100.00	21°27'29"	S79°16'16"E	37.23

Line Table		
Line #	Length	Direction
L1	0.83	S62°38'38"E
L2	6.41	N90°00'00"W
L3	73.24	N65°14'29"W
L4	6.77	N90°00'00"E
L5	14.45	N90°00'00"W
L8	7.37	N90°00'00"E
L9	64.00	N90°00'00"W
L10	56.35	N0°01'38"E
L11	36.07	N25°13'19"E
L12	28.54	S37°20'00"W
L13	46.39	S37°20'00"W
L14	74.93	N37°20'00"E
L15	43.13	S71°53'30"W
L17	28.27	N44°59'05"W
L18	28.28	S45°01'48"W

# JACKSON HOLE JUNCTION

AN ADDITION TO THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO  
LOCATED IN THE SW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST  
2018



**BASIS OF BEARING**  
PER CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM WHICH COINCIDES WITH THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM, NAD 83.

- LEGEND**
- △ CALCULATED POINT
  - FOUND I.T.D. BRASS CAP IN CONCRETE - REPLACED W/ 5/8" REBAR AND PLASTIC CAP PLS 12457
  - FOUND 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12224
  - SET 5/8" REBAR WITH 2" ALUMINUM CAP - P.L.S. 12457
  - SET 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12457
  - SET 1/2" REBAR W/ PLASTIC CAP - P. L.S. 12457
  - INTERIOR 1/2" REBAR W/ PLASTIC CAP P. L.S. 12457
  - SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
  - INTERIOR STREET MONUMENTS 5/8" REBAR W/ 2" ALUM. CAP P.L.S. 12457 TO BE SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
  - SET 1/2" REBAR WITH PLASTIC CAP - P.L.S. 12457 FOR INTERIOR EASEMENT ANGLE POINTS.
  - P.L.L.S. CORNER
  - BOUNDARY LINE
  - LOT LINE
  - STREET CENTERLINE( MATCHLINE SHEETS 1 AND 2)
  - SECTION LINE
  - TIE LINE
  - PUBLIC UTILITIES EASEMENT LINE (P.U.E.) UNLESS OTHERWISE NOTED
  - EXISTING EASEMENT LINE
  - P.O.B. POINT OF BEGINNING
  - P.U.E. PUBLIC UTILITIES EASEMENT

- NOTES**
- LOT 4, BLOCK 1 AND LOT 11, BLOCK 1 ARE COMMON LOTS CONTAINING BLANKET PUBLIC UTILITY AND DRAINAGE EASEMENTS.
  - SUBJECT TO AN EXISTING CROSS ACCESS BLANKET EASEMENT PURSUANT TO INSTRUMENT 1505822 DATED 08/26/2015
  - TOTAL RIGHT-OF-WAY DEDICATED TO THE CITY OF IDAHO FALLS IS 2.940 ACRES.

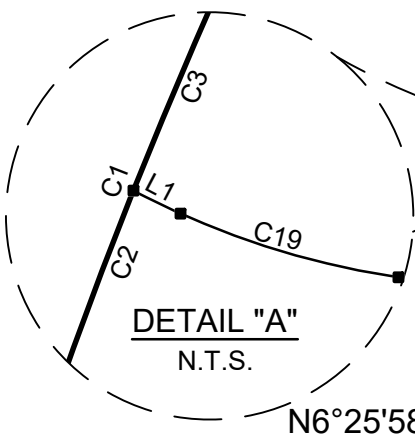
- RECORD REFERENCE**
- R1 - SUNNYSIDE RETAIL AT SRL DIV. NO. 1 INSTR # 1271162
  - R2 - RECORD OF SURVEY INSTR. # 1442356

**SURVEYOR'S CERTIFICATE**

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S1/4 SEC 26  
FOUND ALUMINUM CAP  
C.P.&F. INSTR. NO. 1227858  
LS 3842



S89°50'16"W 2652.75  
(R1- S89°50'20"W 2652.60')  
(R2- N89°50'16"E 2652.66')

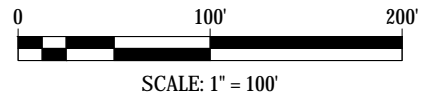
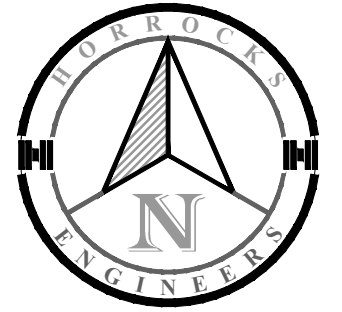
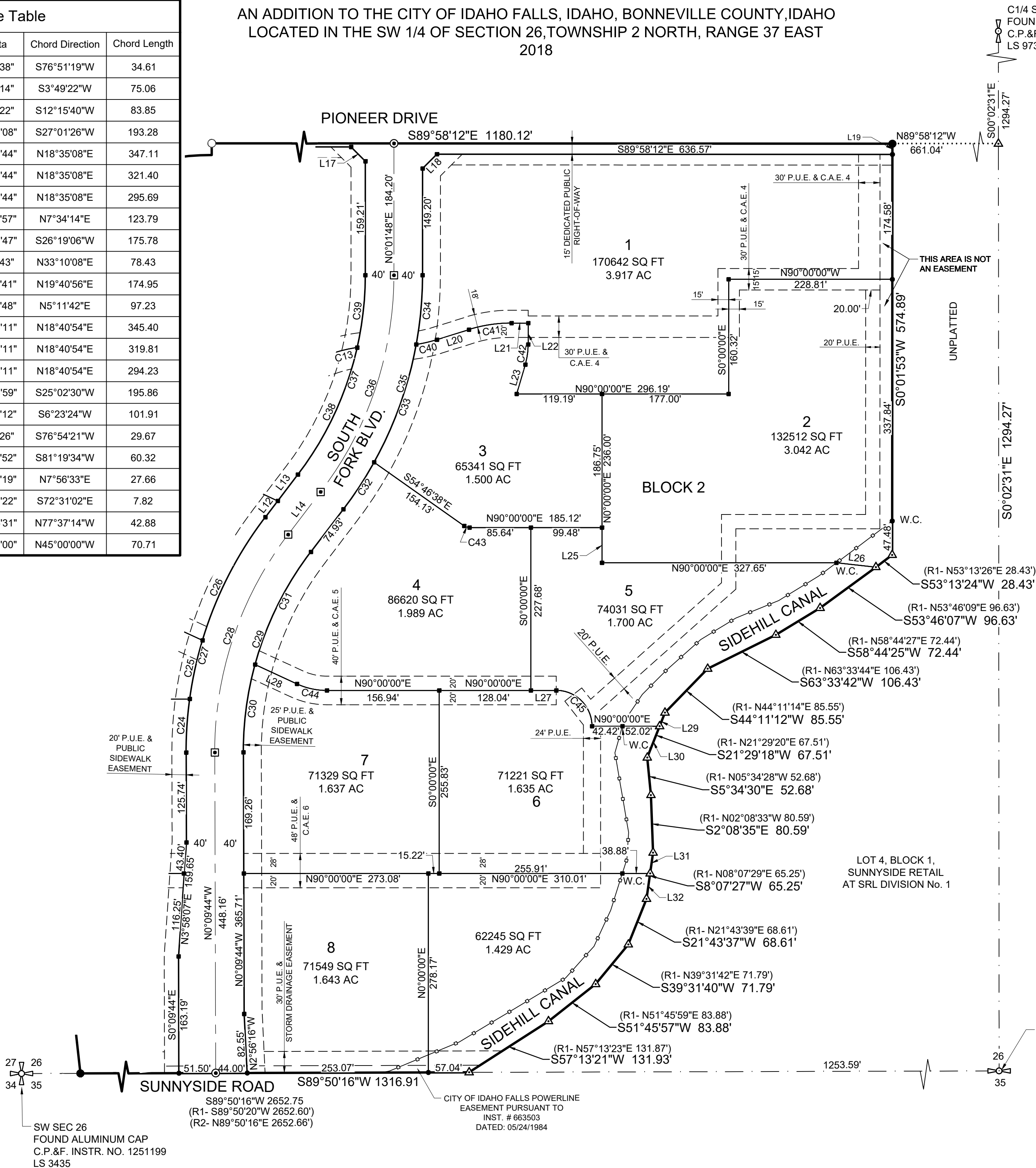
901 Pier View Drive  
Suite 205  
Idaho Falls, Idaho  
Main: 208-522-1223

# JACKSON HOLE JUNCTION

AN ADDITION TO THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO  
LOCATED IN THE SW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST  
2018

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
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C25	83.94	540.00	8°54'22"	S12°15'40"W	83.85
C26	194.33	540.00	20°37'08"	S27°01'26"W	193.28
C27	353.39	540.00	37°29'44"	N18°35'08"E	347.11
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C32	78.49	540.00	8°19'43"	N33°10'08"E	78.43
C33	175.72	540.00	18°38'41"	N19°40'56"E	174.95
C34	97.36	540.00	10°19'48"	N5°11'42"E	97.23
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C42	27.76	94.82	16°46'19"	N7°56'33"E	27.66
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C45	78.54	50.00	90°00'00"	N45°00'00"W	70.71

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L19	15.00	N0°01'53"E
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L22	29.79	N0°00'00"E
L23	43.58	N16°19'42"E
L25	49.25	N0°00'00"W
L26	55.48	S83°46'57"E
L27	35.58	N90°00'00"E
L28	64.35	N65°14'29"W
L29	20.40	S21°29'18"W
L30	47.11	S21°29'18"W
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**BASIS OF BEARING**  
PER CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM WHICH COINCIDES WITH THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM, NAD 83.

- LEGEND**
- △ CALCULATED POINT
  - ⊕ FOUND I.T.D. BRASS CAP IN CONCRETE - REPLACED W/ 5/8" REBAR AND PLASTIC CAP 12457
  - FOUND 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12224
  - SET 5/8" REBAR WITH 2" ALUMINUM CAP - P.L.S. 12457
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  - SET 1/2" REBAR W/ PLASTIC CAP - P. L.S. 12457
  - INTERIOR 1/2" REBAR W/ PLASTIC CAP P. L.S. 12457 SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
  - INTERIOR STREET MONUMENTS 5/8" REBAR W/ 2" ALUM. CAP P.L.S. 12457 TO BE SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
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## RECORD REFERENCE

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**HORROCKS**  
ENGINEERS

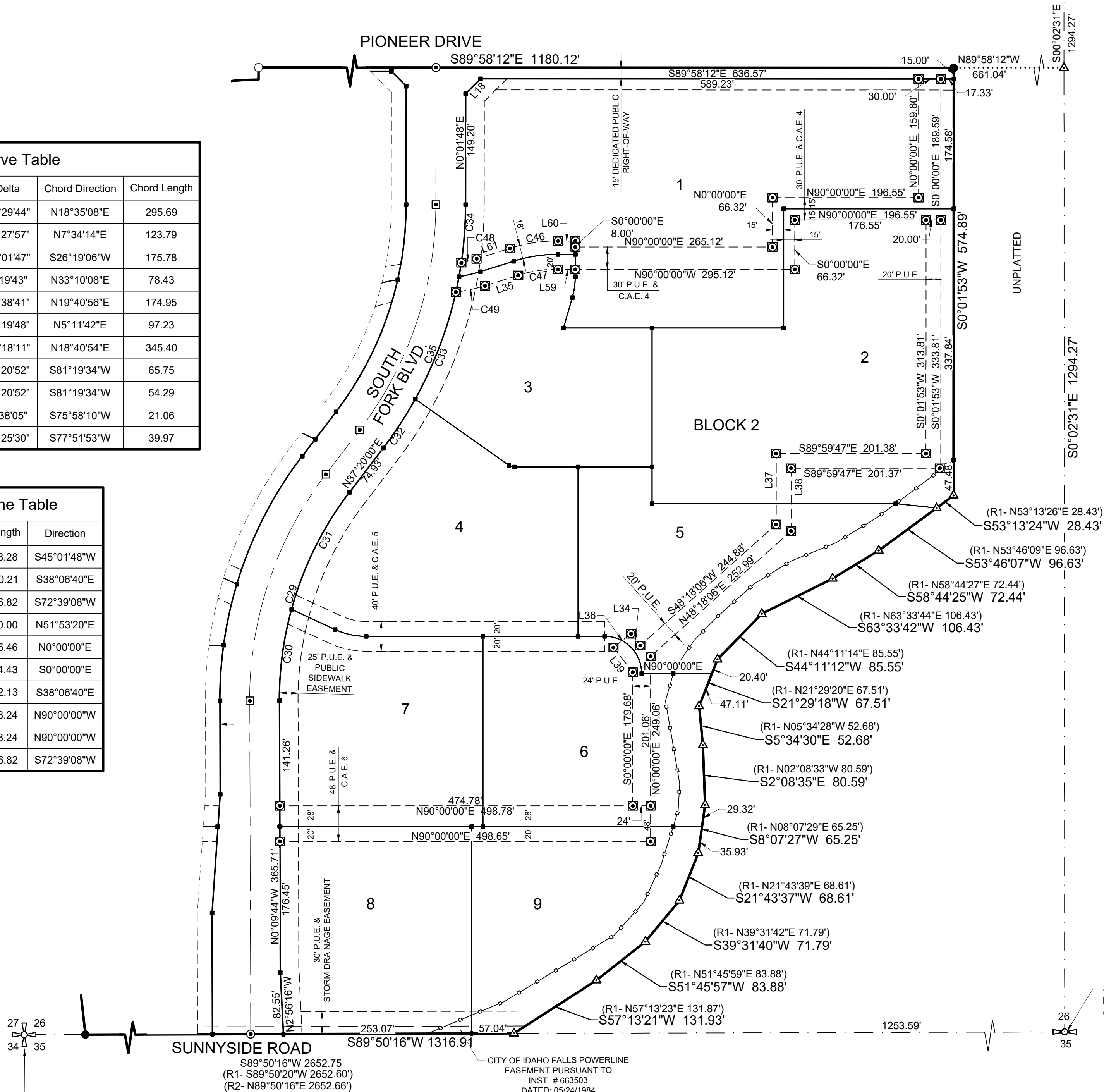
SHEET 2 of 4

# JACKSON HOLE JUNCTION

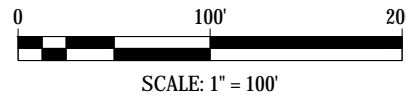
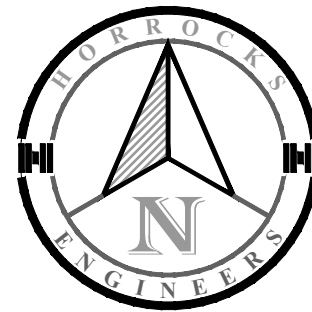
AN ADDITION TO THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY, IDAHO  
LOCATED IN THE SW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST  
2018

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C29	301.03	460.00	37°29'44"	N18°35'08"E	295.69
C30	124.17	460.00	15°27'57"	N7°34'14"E	123.79
C31	176.87	460.00	22°01'47"	S26°19'06"W	175.78
C32	78.49	540.00	8°19'43"	N33°10'08"E	78.43
C33	175.72	540.00	18°38'41"	N19°40'56"E	174.95
C34	97.36	540.00	10°19'48"	N5°11'42"E	97.23
C35	351.57	540.00	37°18'11"	N18°40'54"E	345.40
C46	66.01	218.00	17°20'52"	S81°19'34"W	65.75
C47	54.50	180.00	17°20'52"	S81°19'34"W	54.29
C48	21.08	182.00	6°38'05"	S75°58'10"W	21.06
C49	40.03	220.00	10°25'30"	S77°51'53"W	39.97

Line Table		
Line #	Length	Direction
L18	28.28	S45°01'48"W
L34	20.21	S38°06'40"E
L35	46.82	S72°39'08"W
L36	30.00	N51°53'20"E
L37	95.46	N0°00'00"E
L38	84.43	S0°00'00"E
L39	42.13	S38°06'40"E
L59	23.24	N90°00'00"W
L60	23.24	N90°00'00"W
L61	46.82	S72°39'08"W



C1/4 SEC 26  
FOUND RR SPIKE  
C.P.&F. INSTR. NO. 764306



## BASIS OF BEARING

PER CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM WHICH COINCIDES WITH THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM, NAD 83.

## LEGEND

- ▲ CALCULATED POINT
- ⊕ FOUND I.T.D. BRASS CAP IN CONCRETE - REPLACED W/ 5/8" REBAR AND PLASTIC CAP 12457
- FOUND 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12224
- SET 5/8" REBAR WITH 2" ALUMINUM CAP - P.L.S. 12457
- SET 5/8" REBAR WITH PLASTIC CAP - P.L.S. 12457
- SET 1/2" REBAR W/ PLASTIC CAP - P. L.S. 12457
- INTERIOR 1/2" REBAR W/ PLASTIC CAP P. L.S. 12457 SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
- INTERIOR STREET MONUMENTS 5/8" REBAR W/ 2" ALUM. CAP P.L.S. 12457 TO BE SET AT A FUTURE DATE AS SHOWN ON INTERIOR MONUMENT COMPLETION CERTIFICATE
- ⊕ P.L.S.S. CORNER
- BOUNDARY LINE
- LOT LINE
- STREET CENTERLINE( MATCHLINE SHEETS 1 AND 2)
- SECTION LINE
- TIE LINE
- PUBLIC UTILITIES EASEMENT LINE (P.U.E.) UNLESS OTHERWISE NOTED
- EXISTING EASEMENT LINE
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITIES EASEMENT
- W.C. WITNESS CORNER
- APPROXIMATE LOCATION OF EXISTING CANAL RIGHT-OF-WAY PURSUANT TO I.C. §42-1102
- ⊕ SET 1/2" REBAR WITH PLASTIC CAP - P.L.S. 12457 FOR INTERIOR EASEMENT ANGLE POINTS.

## RECORD REFERENCE

- R1 - SUNNYSIDE RETAIL AT SRL DIV. NO. 1 INSTR # 1271162
- R2 - RECORD OF SURVEY INSTR. # 1442356

## SURVEYOR'S CERTIFICATE

I, Christopher Adams, a Licensed Professional Land Surveyor in the State of Idaho do hereby certify that the survey of this subdivision, designated as Jackson Hole Junction, was made under my direction, and that said subdivision is truly and correctly staked as provided by law and in accordance with the accompanying plat as described hereon.



S1/4 SEC 26  
FOUND ALUMINUM CAP  
C.P.&F. INSTR. NO. 1227858

SW SEC 26  
FOUND ALUMINUM CAP  
C.P.&F. INSTR. NO. 1251199  
LS 3435

CITY OF IDAHO FALLS POWERLINE  
EASEMENT PURSUANT TO  
INST. # 663503  
DATED: 05/24/1984

901 Pier View Drive  
Suite 205  
Idaho Falls, Idaho  
Main: 208-522-1223

SHEET 3 of 4  
**HORROCKS**  
ENGINEERS

H:\2015\F-777-1506 Jackson Hole Junction\Project Data\Working\Michael\REVISED\_LAYOUT\_7-5-18\F-777-1506-FP\_7-5-18.dwg

# JACKSON HOLE JUNCTION

AN ADDITION TO THE CITY OF IDAHO FALLS, IDAHO, BONNEVILLE COUNTY,IDAHO  
LOCATED IN THE SW 1/4 OF SECTION 26,TOWNSHIP 2 NORTH, RANGE 37 EAST  
2018

## RECORDER’S CERTIFICATE

I hereby certify that the foregoing plat Jackson Hole Junction was filed in the Office of the Recorder of Bonneville County, Idaho on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ at \_\_\_\_\_ and recorded as Instrument No. \_\_\_\_\_.

BONNEVILLE COUNTY RECORDER

## TREASURER’S CERTIFICATE

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, pursuant to the requirements of I.C. §50-1308 of the Idaho Code, do hereby certify that all County property taxes due for the property included in this project are current.

Date: \_\_\_\_\_  
BONNEVILLE COUNTY TREASURER

## HEALTH DEPT. CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on the Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities, if the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

Date: \_\_\_\_\_  
Health District Signature

## CITY ACCEPTANCE

The accompanying plat was duly accepted and approved by the City Council of Idaho Falls adopted this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

MAYOR \_\_\_\_\_ CITY CLERK \_\_\_\_\_  
CITY ENGINEER \_\_\_\_\_ CITY SURVEYOR \_\_\_\_\_

## IRRIGATION WATER RIGHTS RELEASE

The property included in this plat has petitioned for and been removed from all future irrigation water rights.

DATE: 7/10/2018 INSTRUMENT NO. 1586212

## EXAMINING SURVEYOR’S APPROVAL

I certify that I am a licensed professional land surveyor in the state of Idaho and that I have examined this plat and find that it complies with I.C. §50-1305.

Date: \_\_\_\_\_  
BONNEVILLE COUNTY SURVEYOR, Steve Rounds P.L.S. No. 12640

## SURVEYOR’S CERTIFICATE

I, Christopher Adams, a registered Professional Land Surveyor in the State of Idaho do hereby certify that the survey of this subdivision, designated as Jackson Hole Junction, was made under my direction, and that said subdivision is truly and, correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.

P.L.S.12457 \_\_\_\_\_



## BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26, THENCE ALONG THE SOUTH LINE OF SAID SECTION 26 NORTH 89°50'16" EAST 82.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06°25'58" WEST 70.67 FEET TO A POINT OF CURVATURE WITH A 328.08 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH RADIUS BEARS NORTH 83°29'13" EAST; THENCE NORTHEASTERLY 176.29 FEET ALONG THE ARC OF SAID 328.08 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30°47'12" AND A LONG CHORD THAT BEARS NORTH 08°52'49" EAST 174.17 FEET; THENCE SOUTH 87°42'23" EAST 109.59 FEET; THENCE NORTH 28°45'11" EAST 324.63 FEET TO A POINT OF CURVATURE WITH A 434.26 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST OF WHICH RADIUS BEARS NORTH 61°11'17" WEST; THENCE NORTHEASTERLY 201.00 FEET ALONG THE ARC OF SAID 434.26 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°31'12" AND A LONG CHORD THAT BEARS NORTH 15°33'06" EAST 199.21 FEET; THENCE NORTH 02°12'32" EAST 202.59 FEET TO A POINT OF CURVATURE WITH A 384.26 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH RADIUS BEARS SOUTH 87°46'48" EAST; THENCE NORTHEASTERLY 587.19 FEET ALONG THE ARC OF SAID 384.26 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87°33'13" AND A LONG CHORD THAT BEARS NORTH 45°59'48" EAST 531.70 FEET; THENCE NORTH 00°17'16" EAST 16.25 FEET; THENCE SOUTH 89°58'12" EAST 1180.12 FEET; THENCE SOUTH 00°01'53" WEST 574.89 FEET TO THE CENTERLINE OF THE SIDEHILL CANAL; THENCE ALONG SAID CENTERLINE FOR THE NEXT THIRTEEN (13) COURSES: (1) SOUTH 53°13'24" WEST 28.43 FEET; (2) THENCE SOUTH 53°46'07" WEST 96.63 FEET; (3) THENCE SOUTH 58°44'25" WEST 72.44 FEET; (4) THENCE SOUTH 63°33'42" WEST 106.43 FEET; (5) THENCE SOUTH 44°11'12" WEST 85.55 FEET; (6) THENCE SOUTH 21°29'18" WEST 67.51 FEET; (7) THENCE SOUTH 05°34'30" EAST 52.68 FEET; (8) THENCE SOUTH 02°08'35" EAST 80.59 FEET; (9) THENCE SOUTH 08°07'27" WEST 65.25 FEET; (10) THENCE SOUTH 21°43'37" WEST 68.61 FEET; (11) THENCE SOUTH 39°31'40" WEST 71.79 FEET; (12) THENCE SOUTH 51°45'57" WEST 83.88 FEET; (13) THENCE SOUTH 57°13'21" WEST 131.93 FEET TO THE SOUTH LINE OF SAID SECTION 26; THENCE ALONG SAID SOUTH LINE SOUTH 89°50'16" WEST 1316.91 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 43.422 ACRES, MORE OR LESS.

SUBJECT TO: SIDEHILL CANAL RIGHT-OF-WAY ALONG EAST LINE OF ABOVE DESCRIBED PARCEL.

## DRINKING WATER SYSTEM CERTIFICATE

Pursuant to I.C. § 50-1334, the owner does hereby certify that the lots shown on this plat are eligible to receive water from the City of Idaho Falls municipal water system, and said city has agreed in writing to provide culinary water service to said lots pursuant to the provisions of Title 8 Chapter 4, of the Idaho Falls City Code as amended from time to time.

IN WITNESS WHEREOF, it has hereunto set its signature this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

JHJCC, LLC, AN IDAHO LIMITED LIABILITY COMPANY

By: MMS VENTURES LLC, AN IDAHO LIMITED LIABILITY COMPANY, ITS MEMBER

By: \_\_\_\_\_  
Matt Morgan, Manager

## ACKNOWLEDGMENT

STATE OF IDAHO )  
,SS.  
COUNTY OF BONNEVILLE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said state, personally appeared Matt Morgan, known or identified to me to be the Manager of MMS VENTURES, LLC, an Idaho limited liability company, who is the member of JHJCC, LLC, an Idaho limited liability company the OWNER, and the officer who subscribed said limited liability company's name to the foregoing OWNER'S Dedication and the Drinking Water System Certificate and acknowledged to me that he is authorized to execute the same for and on behalf of said limited liability company.

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

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing in Bonneville County, Idaho  
Commission Expiration Date: \_\_\_\_\_

## INTERIOR MONUMENT COMPLETION CERTIFICATE

PURSUANT TO THE REQUIREMENTS OF I.C. §50-1331, I.C. §50-1332, AND I.C. §50-1333, I CHRISTOPHER ADAMS CERTIFY THAT THE INTERIOR MONUMENTS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF I.C. §50-1303 ON OR BEFORE \_\_\_\_\_, 20 \_\_\_\_.

## OWNER’S DEDICATION

Know all men by these presents: that the undersigned JHJCC, LLC, an Idaho limited liability company, is the lawful OWNER of the tract of land included within the boundary description shown hereon and has caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as Jackson Hole Junction, an addition to the City of Idaho Falls, Idaho, Bonneville County, Idaho.

Be it further known, that OWNER does hereby dedicate grant and convey to the public, all streets and right-of-ways shown hereon, that OWNER does also grant and convey to the City of Idaho Falls all public easements shown on the plat, that we also grant and convey to lots 1 and 6 of Block 1, a private cross-access easement as shown on accompanying drawing and labeled as CAE 1, that OWNER does also grant and convey to Lots 2, 3, 5,7,8 and 10 of Block 1, a private cross-access easement as shown on accompanying drawing and labeled as CAE 2; that OWNER does also grant and convey to Lots 9, 10, 11,12,13,14, and 15 of Block 1, a private cross-access easement as shown on accompanying drawing and labeled as CAE 3, that OWNER does also grant and convey to Lots 1,2 and 3 of Block 2, a private cross-access easement as shown on accompanying drawing and labeled as CAE 4, that OWNER does also grant and convey to Lots 4, 5, 6, and 7 of Block 2, a private cross-access easement as shown on accompanying drawing and labeled as CAE 5, that OWNER does also grant and convey to Lots 6, 7, 8, and 9 of Block 2, a private cross-access easement as shown on accompanying drawing and labeled as CAE 6, that OWNER does also grant and convey to Lots 3, 4, and 5 of Block 1, a private cross-access easement as shown on accompanying drawing and labeled as CAE 7,the said private cross-access easements are granted by the mutual consent and agreement between the parties, the adequacy and receipt of which is hereby acknowledged. OWNER does hereby grant, bargain, and convey to the OWNERS of said Lots, its licensees, invitees, agents, successors, and assigns, the full and free right for said OWNERS and said OWNERS' tenants, servants, invitees, licensees, and visitors to the private cross-access agreements described herein in common with all persons designated to have a like right at all times hereafter, for ingress and egress and vehicular access, and a perpetual easement for roadway purposes, on and across the property, except for parking, that OWNER does also grant and convey to the City of Idaho Falls a non-exclusive irrevocable easement for right-of-way for emergency vehicles and emergency responders, across the cross-access easements CAE 1, CAE 2, CAE 3, CAE 4, CAE 5, CAE 6 and CAE 7 and that OWNER does hereby warrant and shall defend such dedication and conveyances in the quiet and peaceful possession of the public or the City of Idaho Falls, and each Lot owner as the case may be, against said OWNER and its' heirs and assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held any rights in said estate as of the date hereof.

OWNER and its heirs and assigns, agree they will construct no permanent structure within or upon any public utility easement shown hereon, and the City of Idaho Falls and its successors, assigns or permittees shall also have the right, at the OWNER'S and its heirs', successors' or assigns' expense, to remove, cut or trim any trees, brush, ornamental shrubbery or plant which may injure or interfere with the use thereof for its intended purposes, and City of Idaho Falls shall have the right, at OWNER'S and its heirs and assigns, expense, to remove any obstructions on said cross-access easement which may injure or interfere with the City of Idaho Falls' use thereof. Such right of removal may be exercised without prior notice to OWNER or OWNER'S heirs, successors, or assigns.

OWNER and its heirs and assigns, further agree that they shall construct no structures or maintain any obstructions on said cross-access easements, including but not limited to gates, barriers, or vehicles of any type.

OWNER and its heirs and assigns, further agree to maintain the said cross-access easements and to remove snow pursuant to the requirements of the International Fire Code §503, as adopted by the City of Idaho Falls, Idaho.

IN WITNESS WHEREOF, it has hereunto set its signature this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

JHJCC, LLC, AN IDAHO LIMITED LIABILITY COMPANY

By: MMS VENTURES LLC, AN IDAHO LIMITED LIABILITY COMPANY, ITS MEMBER

By: \_\_\_\_\_  
Matt Morgan, Manager



**March 22, 2018**

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. 16<sup>th</sup> Street**

For consideration is the request for vacation of a portion of E. 16<sup>th</sup> Street which includes the area immediately adjacent to 1095 E. 16<sup>th</sup> and behind 999 E. 17<sup>th</sup> 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. 17<sup>th</sup> 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

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

### **FINAL PLAT OF JACKSON HOLE JUNCTION LOCATED GENERALLY SOUTH AND WEST OF INTERSTATE 15, EAST OF PIONEER RD., AND NORTH OF W SUNNYSIDE RD.**

**WHEREAS**, the applicant filed an application for a final plat on December 12, 2017; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on January 9, 2018; and

**WHEREAS**, this plat was approved by the Idaho Falls City Council during a duly noticed public meeting on March 22, 2018; and

**WHEREAS**, the plat has not been recorded and the applicant desires to make adjustments to internal lot lines and remove unnecessary easements prior to recording of the plat; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on July 30, 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 43.42 acre parcel located generally south and west of Interstate 15, east of Pioneer Rd., and north of W Sunnyside Rd.
3. The subdivision includes 24 lots with 22 of them being buildable commercial lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the HC Zone.
5. The proposed plat is supported by elements of the City 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 Jackson Hole Junction.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

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



## MEMORANDUM

**TO:** Honorable Mayor Casper and City Council  
**FROM:** Bear Prairie, General Manager *Beam*  
**DATE:** July 23, 2018  
**RE:** Resolution Appointing Idaho Falls' UAMPS Member Representative and Alternate

Attached for your consideration is a Resolution appointing the Idaho Falls representative as well as alternate representative to the Utah Associated Municipal Power Systems board.

Staff respectfully recommends approval of the Resolution and authorize the Mayor to sign the document.

Attachment

BP/257/cw

C: City Clerk  
City Attorney  
File



RESOLUTION NO. 2018 -

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO APPOINT A NEW REPRESENTATIVE AND ALTERNATE TO THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS.

WHEREAS, the City has owned and operated its electrical utility for more than one hundred (100) years; and

WHEREAS, the City, now doing business as Idaho Falls Power (IFP), continues to provide clean, reliable, and affordable electric power to its customers; and

WHEREAS, as part of preserving and enhancing its power portfolio, IFP joined the Utah Associated Municipal Power Systems (UAMPS) group in 1995; and

WHEREAS, UAMPS is a political subdivision of the State of Utah that provides comprehensive wholesale electric-energy, transmission, and other energy services, on a nonprofit basis, to community-owned power systems throughout the Intermountain West; and

WHEREAS, UAMPS membership has benefited IFP by providing power scheduling services, transmission access, and opportunity to participate in projects including energy generation projects; and

WHEREAS, IFP will continue to participate as a member of UAMPS following the transition in IFP leadership from Director Jackie Flowers to Director Bear Prairie; and

WHEREAS, the Council hereby designates Bear Prairie as the City's and IFP's UAJMPS representative and Chase Morgan as the alternate representative and, by this Resolution, authorizes them the fully serve as authorized.

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

1. That Idaho Falls Power ("IFP") Director Travis "Bear" Prairie is hereby appointed as IFP's Representative to Utah Associated Municipal Power Systems ("UAMPS");
2. That IFP Power Supply Dispatcher, Chase Morgan, is hereby appointed as IFP's Alternate Representative to UAMPS;
3. That this Resolution shall remain in effect until repealed by another Resolution appointing a different Representative to UAMPS.

ADOPTED and effective this \_\_\_\_\_ day of July, 2018.



ATTEST:

CITY OF IDAHO FALLS, IDAHO

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

\_\_\_\_\_  
REBECCA L. NOAH CASPER

(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 Resolution  
entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A  
MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO APPOINT A  
NEW REPRESENTATIVE AND ALTERNATE TO THE UTAH ASSOCIATED  
MUNICIPAL POWER SYSTEMS."

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





## MEMORANDUM

**TO:** Honorable Mayor Casper and City Council  
**FROM:** Bear Prairie, General Manager *BP*  
**DATE:** July 23, 2018  
**RE:** Approve a change to scope for work associated with the BEA Utility Upgrade Agreement

Idaho Falls Power (IFP) entered into a negotiated rate agreement with Battelle Energy Alliance (BEA) for the installation of their required power interconnection for two new buildings on the Idaho Falls campus and upgrades to their existing power system in October of 2017. BEA pays a surcharge to Idaho Falls Power to cover the costs of these customer specific upgrades that benefit both Idaho Falls Power and BEA. In the October agreement it was anticipated there could be changes in the scope of work of the project that could affect the costs, thus the total payback period of the rate surcharge.

A recent change in the design of one of the new buildings has prompted an increase in the projected scope of work for this site. BEA has requested that IFP through our contract with the general contractor JE Dunn put the electrical services between our utility transformer and the customer metering enclosure under the negotiated rate surcharge. The total for this change is \$153,072. The projected total cost of the upgrades in the original agreement with BEA was \$1,986,583.00 dollars to be trued up with actual costs. This added scope of work will be added to the rate recovery mechanism and is allowed in the negotiated rate agreement, executed in October. These costs are within IFP's budget for the BEA Utility Update.

Idaho Falls Power staff requests City Council approve the change in scope to the BEA contract to allow for the additional \$153,072 in work, all of which will be recovered through the terms of the Utility Update Negotiated Rate Agreement from BEA, and authorize the Mayor to execute the document.

Attachment

BP/258/cw

C: City Clerk  
City Attorney  
File

CHANGE ORDER

PROJECT: INL CONVERSION PROJECT

DATE: 07/03/2018

CHANGE ORDER NUMBER: 1

TO CONTRACTOR:

J.E. DUNN CONSTRUCTION COMPANY

1001 LOCUST STREET

KANSAS CITY, MO 64106

CONTRACT NUMBER:

WORK ORDER #29592/1

THE CONTRACT IS CHANGED AS FOLLOWS:

Provide the following secondary electrical services from utility transformers to customer metering enclosures:

C3 Service A to include 13 sets of 4"C with 4-750MCM CU conductors

C3 Service B to include 6 sets of 4"C with 4-500MCM AL conductors

C3 Service C to include 13 sets of 4"C with 4-750MCM CU conductors

CY Service A to include 10 sets of 4"C with 4-500MCM AL conductors

\$ 153,072

**Total Change Order**

**\$ 153,072**

NOT VALID UNTIL SIGNED BY OWNER, ENGINEER, AND CONTRACTOR.

The original Contract Sum was

\$ 515,756

Net change by previously authorized Change Order

-

The Contract Sum prior to this Change Order was

\$515,756

The Contract Sum will be increased by this change order by this amount \$153,072

**The new Contract Sum including this Change Order will be**


**\$668,828**

The Contract Time will be impacted.

ENGINEER

CONTRACTOR

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

By:   
Vincent Cline, Senior Project Manager

Date: \_\_\_\_\_

Date: **07/03/2018**

OWNER

City of Idaho Falls

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

Date: \_\_\_\_\_





## MEMORANDUM

**TO:** Honorable Mayor Casper and City Council  
**FROM:** Bear Prairie, General Manager *BP*  
**DATE:** July 23, 2018  
**RE:** Approve the Customer Requested Work Agreement with Rocky Mountain Power

In accordance with Idaho Code 67-2805 (Public Works Construction – Labor for \$50,000 to \$199,999 can be procured with quotes and informal bids), Idaho Falls Power is requesting permission to contract with Rocky Mountain Power for line work associated with pole installation on W 17<sup>th</sup> S (Mill Road).

Rocky Mountain Power currently owns the alignment along the south side of W 17<sup>th</sup> S. Idaho Falls Power has pursued joint use along this alignment, including necessary right-of-way, to complete a critical west side connection. This joint use will eliminate the need to build a second pole alignment on the north.

Because Rocky Mountain Power owns the line, Idaho Falls Power is unable to solicit quotes from third party contractors. Rocky Mountain Power will complete the scope of work outlined in the attached Customer Requested Work Agreement. This will allow Idaho Falls Power to install new 55' poles that can accommodate both Idaho Falls Power and Rocky Mountain Power distribution circuits. Rocky Mountain Power will resume ownership of the alignment after Idaho Falls Power has completed work associated with adding our distribution circuit to the alignment. The City Attorney has reviewed the agreement.

Idaho Falls Power respectfully requests that the City Council authorize the Customer Requested Work Agreement with Rocky Mountain Power in the amount of \$124,129.00.

Attachment

BP/259/cw

C: City Clerk  
City Attorney  
File



**CUSTOMER REQUESTED WORK AGREEMENT**

This Customer Requested Work Agreement (this "Agreement"), dated June 25, 2018 (the "Agreement Date"), is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **IDAHO FALLS POWER**, ("Customer"), for work to be performed by Company for Customer at or near **17<sup>th</sup> South, Mill Road** in **Bonneville County**, State of Idaho.

**Description:**

**Rocky Mountain Power will set out line and cover line where needed along 17<sup>th</sup> S. and across Bellin Road, to allow Idaho Falls Power to install new 55' poles for a distribution circuit. Rocky Mountain Power will put line back to normal and take over ownership of poles after Idaho Falls Power has completed their project.**

The Customer will provide, all necessary trenching and backfilling, and will furnish and install all distribution transformer pads, conduit and duct required by Company. Company may abandon in place any underground cables installed under this Agreement that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company.
- b) Install and maintain property lines and survey stakes; and,
- c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.
- d) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms.

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost.

**Third-Party Relocation Costs:** This work does not include any third-party relocation costs. Customer shall be solely responsible for obtaining cost estimates from any third-parties attached to the existing facilities, and Customer shall be solely responsible for making all necessary arrangements to transfer third-party facilities to the replacement facilities, or any alternative arrangements to accommodate all such third-parties.

**Payment to Company:** In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs of the work in advance, with the understanding that there will be no other charges or refunds for the above specified work. Customer has previously paid for design, permitting or other work in the amount of \$0.00. The total advance for this work is \$124,129.00, with a **balance due of \$124,129.00**. **Estimated cost is valid for 90 days from the Agreement Date.**

Requested Date of Service: ASAP

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

**Idaho Falls Power**  
Richard Malloy  
140 S Capital Ave  
Idaho Falls, Id. 83402  
Phone (208) 612-8430  
Cellular (208) 612-8428  
Fax (na) na

**Rocky Mountain Power**  
Bill Brabec  
852 E 1400 N  
Shelley, Id. 83274  
Phone (208) 357-2612  
Cellular (208) 709-4918  
Fax (208) 357-7935

This Agreement, upon execution by both Company and Customer, shall be a binding agreement for work performed by Company to accommodate Customer at the Customer's expense. The provisions of Appendix A, General Terms and Conditions, are an integral part of this Agreement.

**IDAHO FALLS POWER**

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

\_\_\_\_\_  
Print name of Signing Officer

\_\_\_\_\_  
Date

**ROCKY MOUNTAIN POWER**

By \_\_\_\_\_  
Signature

Title Manager

Justin Allen

\_\_\_\_\_  
Print name of Signing Manager/Officer

7-13-18

\_\_\_\_\_  
Date



**Appendix A**  
**GENERAL TERMS AND CONDITIONS**

**LIABILITY AND INDEMNIFICATION**

The Customer shall indemnify, defend and hold harmless Company to this Agreement and Company's officers, directors, agents, employees, successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the subject matter of this Agreement. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of Company.

**WAIVER OF JURY TRIAL**

To the fullest extent permitted by law, each of the parties hereto 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.

**WORK COMPLETION**

Company agrees to use commercially reasonable efforts to begin performance of the work on the date(s) specified above. In those instances where by reason of unanticipated events or emergencies which cause power outages or threaten Company's ability to continuously provide electric service as it is required to do by law or by contract, then Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel are removed from the work until they are available to complete the work plus 48 hours.

It is expressly agreed that Company and those persons employed by Company in connection with the work described herein are not employed by or employees of the Customer.

Company warrants that its work shall be consistent with prudent utility practices. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES. Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the work. Under no circumstances shall Company be liable for economic losses, costs or damages, including but not limited to special, indirect, incidental, punitive, exemplary or consequential damages.

The Customer may, at reasonable times and by written agreement with Company, request additional work within the general scope of the work as described in this Agreement or request the omission of or variation in the work, provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay Company and such changes in scope are reasonably acceptable to Company. Any such change to the scope of the work and the associated adjustment of costs shall be in writing and shall be submitted when obtained as an addendum to this agreement after being signed by both parties.



PAYMENTS: All bills or amounts due hereunder shall be payable to Company as set forth herein or on the 25th day following the postmarked date of the invoice if not otherwise specified. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

COLLECTION: Customer shall pay all costs of collection, including court costs and reasonable attorney's fees upon default of customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Customer shall not assign this Agreement to any successor without the written consent of Company, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.



## MEMORANDUM

**TO:** Mayor Casper, City Council, and City Clerk Hampton

**FROM:** Fire Chief Dave Hanneman

**DATE:** July 25, 2018

**RE:** Council Item for July 30 2018 meeting

Mayor and Council Members,

Attached you will find the negotiated agreement with our Union, Local 1565 and the CITY. The overall agreement reflects the last 5 months of negotiation and includes a 2% wage increase. This agreement is for approximately one year and will expire on April 30, 2019. The financial terms of the agreement will go into effect at the beginning of the 2018/2019 Budget year.

The Fire Department respectfully requests that the Council approve this agreement with Local 1565 and the CITY

Respectfully .

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

Fire Chief



**AGREEMENT  
CITY OF IDAHO FALLS  
AND  
IDAHO FALLS FIREFIGHTERS UNION  
LOCAL NO. 1565**

**May 2018 through April 2019**



## Table of Contents

ARTICLE I - PURPOSE.....	1
Section 1. General Purpose.....	1
Section 2. Public Employees.....	1
Section 3. Equal Employment .....	1
ARTICLE II - RECOGNITION .....	1
ARTICLE III - MANAGEMENT RIGHTS .....	2
ARTICLE IV - TIME OFF FOR UNION BUSINESS .....	2
ARTICLE V - CHECK OFF.....	3
ARTICLE VI - SENIORITY LIST.....	3
ARTICLE VII - PERSONNEL REDUCTION.....	3
Section 1.....	3
Section 2.....	3
Section 3.....	3
ARTICLE VIII - HOURS OF DUTY .....	4
Section 1.....	4
Section 2.....	4
Section 3.....	4
Section 4.....	5
ARTICLE IX - SALARIES.....	5
ARTICLE X - HOLIDAY PAY.....	5
ARTICLE XI - LONGEVITY .....	6
ARTICLE XII – CLOTHING ALLOWANCE .....	6
Section 1.....	6
ARTICLE XIII - PROTECTIVE CLOTHING.....	6
ARTICLE XIV - EMPLOYEE BENEFITS.....	6
Section 1.....	6
Section 2.....	6
Section 3.....	6
Section 4.....	7
Section 5.....	7
Section 6.....	7
Section 7.....	7

Section 8.....	8
Section 9.....	8
Section 10.....	8
Section 11.....	9
ARTICLE XV- MISSION STATEMENT.....	9
ARTICLE XVI - CORRESPONDENCE.....	9
Section 1. Respond in Ten (10) Days.....	9
Section 2. Waiver in Case of Emergency.....	9
<b>ARTICLE XVII - GRIEVANCE PROCEDURE.....</b>	<b>10</b>
Section 1. Purpose .....	10
Section 2. Informal Step .....	10
Section 3. Formal Grievance Procedure .....	10
Section 4. ....	11
Section 5. ....	11
ARTICLE XVIII - PREVAILING RIGHTS.....	11
Section 1. Rights Retained Unaffected.....	11
ARTICLE XIX - NO STRIKE CLAUSE.....	11
ARTICLE XX - VACATIONS.....	12
Section 1. ....	12
Section 2. ....	12
Section 3. ....	12
ARTICLE XXI - VACANCIES AND PROMOTIONS.....	14
ARTICLE XXII - COMMITTEES .....	14
Health and Safety Committee.....	14
Section 1. ....	14
Section 2. ....	14
Section 3. ....	14
Training Committee .....	15
Section 1. ....	15
Section 2.....	15
Section 3. ....	15
ARTICLE XXIII – RETIREMENT CONTRIBUTIONS FOR PERSI FIREFIGHTERS .....	15
Social Security and Medicare Refund .....	15
Future Retirement Contributions.....	16
ARTICLE XXIV – DEPLOYMENT OPERATIONS, COMPENSATION, AND MILITARY LEAVE .....	16

Military Leave.....	17
ARTICLE XXV - COMPENSATION .....	17
Section 1.....	17
Section 2. Voluntary Decertification .....	18
Section 3. Involuntary Decertification .....	18
Section 4. Captain/Driver Paramedics .....	18
Section 5. Probationary Firefighters .....	19
Section 6. Non Discrimination.....	19
ARTICLE XXVI - OUT OF CLASSIFICATION WORK.....	19
ARTICLE XXVII – RULES GOVERNING COMPETITIVE EXAMINATIONS, QUALIFICATIONS, APPOINTMENTS, PROMOTIONS, DEMOTIONS, AND DISCHARGE OF EMPLOYEES .....	19
ARTICLE XXVIII - SAVING CLAUSE .....	30
ARTICLE XXIX - EFFECTIVE DATES AND DURATION OF AGREEMENT .....	31
APPENDIX A - FIRE DEPARTMENT CLASSIFICATION AND PAY GRADE POLICY .....	32
APPENDIX B - LONGEVITY PROGRAM SCHEDULE.....	36
APPENDIX C - TRAVEL POLICY AND EXPENSE FORM.....	37

**AGREEMENT  
CITY OF IDAHO FALLS  
AND  
IDAHO FALLS FIREFIGHTERS UNION LOCAL NO. 1565**

This Agreement is between the CITY OF IDAHO FALLS, IDAHO (hereinafter referred to as “CITY”), a municipal corporation of the State of Idaho and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1565 (hereinafter referred to as “UNION”). It contains the entire Agreement between the parties on these subject matters, which has been reached as the result of collective bargaining and shall be in effect for the period stated herein.

**ARTICLE I - PURPOSE**

***Section 1. General Purpose***

The purpose of this Agreement is to increase the general efficiency in the Fire Department, and maintain harmonious relations between the Fire Department and its personnel, to promote the morale, and protect the rights, well-being and security of the Fire Department’s permanent employees. To accomplish the foregoing, the parties hereto agree as follows:

***Section 2. Public Employees***

The Fire Department and the individual members of the UNION are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the general public.

***Section 3. Equal Employment***

There shall be no discrimination between employees of this bargaining unit and CITY and neither shall a non-union member be discriminated against by UNION or CITY with respect to any condition of employment because of membership or non-membership in UNION or because of sex, race, color, religion, national origin, or rank.

**ARTICLE II - RECOGNITION**

CITY recognizes UNION as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of duty, and other conditions of employment for all of its employees in the Fire Department with the exception of the Fire Chief, Deputy Chiefs, Division Chiefs, Fire Marshal, Battalion Chiefs, the Public Information Officer and the clerical staff. Nothing in this article shall be construed as prohibiting the Fire Chief, Deputy Chiefs, Fire Marshal, Division Chiefs, or Battalion Chiefs from voluntarily maintaining UNION membership.

### **ARTICLE III - MANAGEMENT RIGHTS**

It is understood and agreed that management possesses the sole right to operate the Fire Department and that all management rights repose in it, but such right must be exercised consistently with other provisions of this Contract. These rights include, but are not limited to, the following:

1. Discipline or discharge for just cause;
2. Direct the work force;
3. Hire, assign, or transfer employees;
4. Determine the objective of the Fire Department;
5. Determine the methods, means, number of personnel needed to carry out the Fire Department's objectives;
6. Introduce new or improved methods or facilities;
7. Change existing methods or facilities;
8. Relieve employees because of lack of work;
9. To take whatever actions necessary to carry out the objective of the Fire Department in situations of emergency;
10. Promotions will be made fairly and in accordance with this Agreement.

To aid in the consistent and efficient operation of the Idaho Falls Fire Department, a complete Book of Standard Operating Procedures and/or guidelines shall be maintained. A copy shall be kept electronically and shall be available on the fire server. Proposed changes shall be presented in writing to UNION prior to implementation.

### **ARTICLE IV - TIME OFF FOR UNION BUSINESS**

Time off with pay shall be granted to members of UNION Negotiating and/or Grievance Committees while in actual negotiations or handling of grievance problems with management, required P.F.F.I. meetings or required Pension Meetings, when meetings fall on employee's scheduled work shift. Two (2) personnel per shift will be guaranteed time off for the spring P.F.F.I. convention in Boise and one (1) Fire Prevention Bureau Representative. Requests for time off for UNION business for meetings other than the spring P.F.F.I. Convention in Boise will be granted for two (2) employees for two (2) additional UNION functions; other requests will be considered as travel status requests and granted following UNION contract and minimum manning guidelines. Meetings shall be scheduled as equally as possible between the three (3) battalion at the convenience of both parties.

## **ARTICLE V - CHECK OFF**

Upon receipt of a lawfully executed written authorization from the employee, which may be revoked in writing at any time, CITY agrees to deduct the regular monthly dues of such employee from the employee's pay and deposit such deduction by the first of the month following the second pay period of the succeeding month in any local bank so designated in writing by UNION President. UNION will notify CITY in writing of the exact amount of such regular Membership Dues to be deducted. UNION agrees to hold CITY harmless against any and all claims, suits, orders, or judgments brought or issued against CITY as a result of any action taken or not taken by CITY under the provisions of this article.

## **ARTICLE VI - SENIORITY LIST**

Seniority, as defined by this Agreement, is the employee's length of continuous service with the Fire Department, dating from last date of hire. The Fire Department shall establish a seniority list and it shall be brought up to date on January 1 of each year and immediately posted electronically thereafter on the Fire Department common server for a period of not less than thirty (30) days. Any objections to the seniority list as posted shall be reported by the individual concerned to the President of the UNION or to the UNION Grievance Committee, who in turn shall report it to the Fire Chief within ten (10) days, or it shall stand approved as posted. Termination of an employee's service prior to the expiration of the probationary period shall not be subject to appeal or grievance. This Seniority List shall also include a Position/Rank Seniority listing by date of promotion. This list shall be separated by: Captain, Driver, Paramedic, Firefighter, and Inspector.

## **ARTICLE VII - PERSONNEL REDUCTION**

### ***Section 1.***

In case City Council decides to reduce the Fire Department personnel, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

### ***Section 2.***

An employee whose job has been eliminated may revert to next lower job classification held. If an employee's movement creates excess personnel in the employee's new classification, the employee with the least seniority in that classification will revert to the next lower classification. No new promotions will take place until all employees who have been reduced in rank have been promoted as they were demoted.

### ***Section 3.***

Seniority will be lost whenever an employee fails to return to work within thirty (30) calendar days from the date the employee has been notified to return to work. The employee shall be

responsible for furnishing CITY with an address and phone number where the employee can be contacted and meeting all department physical standards. When CITY recalls an employee under this provision those employees are not required to retest.

## **ARTICLE VIII - HOURS OF DUTY**

### ***Section 1.***

The hours of duty shall be so established by the Fire Department that the average weekly hours of duty in any year, other than hours during which such members may be summoned or kept on duty because of a conflagration or major emergencies, shall not exceed fifty-six (56) hours. A shift will be twenty-four (24) hours, from 8:00 a.m. to 8:00 a.m. Each Firefighter shall be allowed one (1) Kelly Day each nineteen (19) scheduled shifts. This Kelly Day schedule will begin with the new FLSA cycle on January 14, 2017. The Kelly Day schedule will be adjusted when needed to avoid having three (3) or more Fire Division personnel assigned to a Kelly Day.

### ***Section 2.***

The regular work schedule for personnel of other divisions of the Fire Department shall be forty (40) hours per week.

### ***Section 3.***

Emergency overtime shall be any overtime caused by call-back or holdover of personnel because of the need for additional firefighters on shift or at an emergency. Overtime shall be paid at the rate of two (2) times the base hourly rate for each overtime hour worked. Members have the choice to accrue Compensatory Time (accrued at the same rate as overtime, two (2) times the hour worked) in lieu of Overtime ("OT"). Compensatory Time would be used following the current comp time use policy. Overtime for forty (40) hour per week employees shall be paid at the rate of one and one-half (1 ½) times the base hourly rate for each overtime hour worked. This accrued Compensation Time shall be subject to Compensation Time use and accumulation rules already in place. Compensation Time shall be accrued each calendar year and paid out at the first full pay period in January of each calendar year or upon Promotion, whichever is appropriate. Compensation Time shall not be considered in making a training selection. The employee may opt to have all or some of the payout contributed to a qualified retirement plan.

There shall be a minimum compensation of two (2) hours for call-back overtime and for holdover overtime of more than thirty (30) minutes, holdover overtime of more than fifteen (15) minutes, but less than thirty (30) minutes, will be compensated for one-half (1/2) hour. Call back overtime shall be earned when attendance is required at Fire Department meetings or training sessions.

An accurate list of accumulated individual overtime hours offered shall be readable by computer at all stations. Overtime shall be offered to personnel by rank based on an individual's accumulated



hours offered, except in emergency situations. The program on the computer shall be maintained at Station 1. Personnel shall be hired based on rank and shall be called in order from lowest accumulated OT hours offered to highest accumulated OT hours offered. Every effort shall be made to equalize the opportunity to work overtime within each rank.

Ambulance transports would not be considered as travel status.

Overtime personnel will be hired for all ambulance transports that are over one hundred (100) miles one-way.

No firefighter shall be allowed to have two (2) Kelly Days within one (1) FLSA work cycle.

In consideration for the travel time to and from the Swan Valley assignment, personnel working the assignment will be given an additional hour straight time each way or two (2) hours per forty-eight (48) hour shift. Personnel working the Swan Valley assignment shall report to Station 2 at 7:00 a.m. and use a staff vehicle to travel between Station 2 and Swan Valley.

Idaho State University Paramedic Program: Employees working as lab instructors for the ISU Paramedic Program will be compensated by the City at the rate of two (2) times the employee's base hourly rate employee for scheduled lab instruction time.

#### ***Section 4.***

Firefighters attending classes that are deemed essential by the firefighter's job description, but not mandatory to the Fire Department, may qualify for compensation time (comp-time). Comp-time will be accrued at time and one half (1/2) of time that was spent at qualifying classes. Comp-time may be accumulated up to four hundred eighty (480) hours. Use of comp-time shall comply with the vacation selection process as outlined in Article XXII, Sections 2 and 3. Comp-time earned in excess of four hundred eighty (480) hours will be paid as overtime.

### **ARTICLE IX - SALARIES**

Appendix "A" shall be the schedule of salaries payable to the members of the Fire Department.

### **ARTICLE X - HOLIDAY PAY**

All shift firefighters are to be paid for eighty-eight (88) hours holiday pay at their hourly rate for compensation for holidays worked during a one (1) year period, payable the second payday in November. Firefighters who are currently employed on the second payday in November shall receive the holiday pay under this Article, regardless of length of the firefighter's employment with City.

## **ARTICLE XI - LONGEVITY**

Appendix "B" shall be the schedule of longevity for eligible members of the Fire Department.

## **ARTICLE XII – CLOTHING ALLOWANCE**

### ***Section 1.***

Each eligible firefighter shall receive a uniform allowance of nine hundred fifty seven dollars and fifteen cents (\$957.15) per budget year, to be paid twice a year in equal installments to firefighters employed at the time of each payment. A new employee to the Fire Department will be issued their total uniform allowance on the payday following the first full pay period they are employed. The new employee will then forfeit the next two (2) regularly scheduled uniform allowances.

## **ARTICLE XIII - PROTECTIVE CLOTHING**

In addition to the above uniform allowance, CITY agrees to furnish, where the nature of assigned duties dictate, any protective clothing or device that the Fire Chief may feel necessary for the health and welfare of the firefighters. UNION recognizes that title to such items furnished remains with CITY.

The CITY will specifically provide two (2) pairs of Uniform/PPE pants each year to every firefighter. Uniform/PPE pants will be replaced on a fair wear and tear basis. If a pant is damaged during the course of regular work, it will be immediately replaced by the CITY.

## **ARTICLE XIV - EMPLOYEE BENEFITS**

### ***Section 1.***

All benefits and obligations shall be as set forth in the Personnel Policy and by reference each is incorporated herein and is made part of this Agreement.

### ***Section 2.***

The conditions, rules and regulations of such benefits as may be established by CITY shall determine all questions arising thereunder. CITY will make detailed information concerning the provisions of such benefits available to the employees. CITY agrees that during the life of this Agreement, the benefits will not be eliminated or reduced.

### ***Section 3.***

CITY reserves the right to require physical examination of its employees at any time, in accordance with the rules and regulations.

#### ***Section 4.***

CITY agrees to provide one thousand four hundred twenty eight dollars (\$1,428) per year per station for departmental physical fitness equipment to be used for physical fitness program.

#### ***Section 5.***

CITY agrees to provide off-street parking from 5:30 p.m. to 7:30 a.m. at Station No. 1. CITY agrees to provide off-street parking for emergency call-backs, providing there is not adequate time to locate other parking. This parking may be altered or canceled if CITY should need the parking area for CITY vehicles.

#### ***Section 6.***

CITY and UNION will work together to administer a joint wellness/fitness program by adopting the current NFPA 1582 Standard. Included in this program will be an annual CITY physician's physical evaluation and peer fitness evaluation. No part of the process will be punitive in nature or design. All new employees of the Fire Department will receive a physical based on the NFPA 1582 standard as well. The intent of the program is to create an overall healthier work force and increase workplace safety. The intent will be to reduce health care costs and reduce CITY expense pertaining to occupational injuries.

#### ***Section 7.***

CITY offers a comprehensive medical benefits plan through Blue Cross of Idaho. The plan for 2018/2019 includes both a PPO and HSA program. See attached exhibit for 2018/2019 Plan.

For those employees who sign up for the high deductible health plan with the health savings account, CITY will contribute \$1,750, pro-rated, to the employee's health savings account for the 2018/2019 Plan Year.

Both parties recognize the benefits of the CITY's medical benefits plan are subject to change because the timing for this Agreement's negotiations and the finalization of the CITY's insurance plan are not synchronized. After the CITY receives the annual notice from Blue Cross or the CITY's third party administrator of the finalized medical plan, the CITY shall inform the UNION in writing within ten (10) business days of receipt and of ALL changes contained within the plan. If the finalized medical benefits plan contains material or substantive changes, the PARTIES agree to meet to reopen negotiation of this Agreement only to discuss the medical benefits plan changes as soon as possible. Either party may request, in writing, reopening negotiations to address a material or substantive change in the medical plan within thirty (30) days of the CITY's notice of changes. If neither party requests reopening, in writing, within thirty (30) days, the changes shall be considered unsubstantial. The UNION will give CITY thirty (30) day notice to negotiate if UNION intends to change insurance programs.

## ***Section 8.***

Employees working a forty (40) hour workweek shall accrue 3.69 hours of Sick Leave per pay period which totals ninety six (96) hours per year. Employees working shift work will accrue six (6) hours per pay period which totals one hundred forty four (144) hours per year. Upon meeting the requirements of retirement, age fifty (50) or PERSI Rule of 80, employees may sell unused sick leave. The total amount of sick leave sold will be calculated as follows:

- For forty (40) hour workweek employees, they will have four hundred eighty (480) hours subtracted and will receive forty percent (40%) of the remainder to be deposited in their PERSI Choice account or be converted to cash.
- For shift employees, they will have seven hundred twenty (720) hours subtracted and will receive forty percent (40%) of the remainder to be deposited in their PERSI Choice account or be converted to cash.

## ***Section 9.***

The CITY agrees to issue credit cards to UNION Members to be used for classes, conferences, courses, meetings, inspections, evaluations, and wildland deployments. UNION Members agree to follow the CITY Travel Policy that is in effect as of 04/04/2018.

As per the CITY Travel Policy, the UNION Member shall complete a Travel Expense Form with supporting documents for reconciliation to Fire Administration for submission to Municipal Services within ten (10) CITY working days of travel completion. After the ten (10) CITY day submission timeframe, the CITY agrees to reimburse UNION Members within fifteen (15) CITY days for travel, training, ambulance transport, wildland deployment, or paramedic tuition.

## ***Section 10.***

All CITY Fire Department Employees shall follow all injury reporting requirements and conditions in accordance with the CITY Personnel Policy Occupational Injury Section XXII.

The CITY Fire Department may require the City Fire Department Employee, who have been diagnosed with a work-related illness or injury to report to work in a Light-Duty capacity. This requires a signed Medical Release Form from a licensed medical provider listing any work restrictions.

The CITY Fire Department defines Light-Duty as a place whereas a CITY Fire Department Employee is allowed to work within the limits of their Medical Release Form restrictions. Light-Duty is temporary and must meet the needs of the CITY Fire Department. All CITY Fire Department Employees are to maintain their professional certifications within the limits of their restrictions whenever possible.

The CITY Fire Department Employee who is injured while On-Duty and no work restrictions are noted on Medical Release Form, shall report back to the immediate Supervisor and return to their previously assigned position. If work restrictions are listed on the Medical Release Form, the

Employee shall report back to the immediate Supervisor and then to the Battalion Chief to work as their AID. The Employee will continue to work as a Battalion Chief Aid for the duration of their multiple shift assignments or until the first business day of the week is reached. Then, the Employee will report to Admin Deputy Chief at 0800 to be assigned a Light-Duty Supervisor. After a discussion, the Employee's work schedule will be assigned by a Light-Duty Supervisor of either four (10-hour days) or if necessary five (8-hour days) but not to include any overtime assignments. Short term Light-Duty not to exceed 112 hours and long term converted Light-Duty not to exceed 80 hours per pay period. The CITY Fire Department will allow follow-up medical appointments with no charge to Sick Leave accrual.

The CITY Fire Department Employee who is injured while Off-Duty and has work restrictions listed on the Medical Release Form may request Light-Duty. If desired, the Employee will submit a written request and the Medical Release Form to Admin Deputy Chief for the possible assignment to Light-Duty. Off-Duty Light-Duty is not guaranteed and is managed on a case-by-case basis as restrictions and availability permit. The CITY Fire Department Employee shall use Sick Leave for any follow-up medical appointments while on Off-Duty Light-Duty.

### ***Section 11.***

The CITY will provide TVs and barbeques at each station for use by UNION members. CITY will gain ownership of existing TVs and barbeques. CITY will replace or repair TVs and barbeques as needed. Beginning October 2018, the CITY will pay the annual cost for cable TV at each station. The CITY will pay for the use of propane in the barbeques.

## **ARTICLE XV- MISSION STATEMENT**

The Idaho Falls Fire Department is committed to providing Professional Life Saving Services ensuring the safety and security of our community.

## **ARTICLE XVI - CORRESPONDENCE**

### ***Section 1. Respond in Ten (10) Days***

The parties hereto shall acknowledge any correspondence in writing within ten (10) days, exclusive of weekends and holidays, from date such correspondence is received.

### ***Section 2. Waiver in Case of Emergency***

In cases of circumstances beyond the control of CITY, such as an act of God, riot, civil disorder, and other similar acts, the following conditions of this Agreement shall be automatically suspended by the appropriate public official without recourse from UNION.

1. Time limits for management replies on grievances and correspondence.

2. Assignment of employees to work without regard to their employment classification and such assignment shall not be subject to the grievance procedure upon termination of the emergency.

## **ARTICLE XVII - GRIEVANCE PROCEDURE**

### ***Section 1. Purpose***

The purpose of this Article XVII is to provide for a mutually acceptable method for the prompt consideration and equitable settlement of employee grievances and disputes over the interpretation and application of this Agreement.

### ***Section 2. Informal Step***

Every employee shall have the option of presenting alleged grievances to UNION in writing. UNION will counsel the employee regarding whether UNION should use the formal Grievance Procedure in Section 3 of this Agreement. UNION may follow the formal Grievance Procedure in Section 3 of this Agreement.

Any grievance not taken up by UNION within twenty (20) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose, shall not be formally presented nor considered at a later date by UNION.

### ***Section 3. Formal Grievance Procedure***

- Step 1. UNION spokesperson shall present a formal grievance in writing to the employee's immediate supervisor, who should hold the rank of not less than a Battalion Chief or Division Chief, with a copy to the Fire Chief, not later than thirty (30) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose.
- Step 2. The supervisor receiving the formal grievance shall render a decision in writing within seven (7) calendar days after receipt of the grievance.
- Step 3. Failing to reach a satisfactory understanding or adjustment at Step 2, the grievance will be presented in writing to the Fire Chief.
- Step 4. The Fire Chief shall render a final decision regarding the grievance in writing to the employee and to UNION within ten (10) calendar days after receipt of the formal grievance.
- Step 5. If the grievance is still unsettled, any party to the grievance may, within ten (10) calendar days following the decision of the Fire Chief, have the right to have the matter arbitrated by a third party jointly agreed upon by CITY and UNION. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit the names of five (5) arbitrators.

CITY and UNION shall alternately strike a name from the list (the first to strike shall be determined by lot) until the name of one (1) individual remains. The remaining person shall be the arbitrator. The designated arbitrator shall hear both parties over the disputed matter and shall render a decision within thirty (30) days which shall be final and binding. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to this Agreement, but shall be limited to consideration of the particular choice(s) presented. The arbitrator shall not have the right to make any punitive awards. Expenses for the arbitrator shall be borne jointly by the parties concerned; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

#### ***Section 4.***

All decisions rendered under this grievance procedure shall be fair and just and free of arbitrary or capricious action.

#### ***Section 5.***

It is expressly understood and agreed that the mere circumstance that any member of UNION shall exercise any authority or function under the provisions of Article XVII - Grievance Procedure, shall not be the sole determining factor in deciding the issue or question whether or not such UNION Member is exercising management power which could cause the UNION Member to be excluded from the Union.

### **ARTICLE XVIII - PREVAILING RIGHTS**

#### ***Section 1. Rights Retained Unaffected***

All rights, privileges, and obligations enjoyed by the personnel of the Fire Department at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement. Such rights, privileges, and obligations, however, may be altered or canceled by the Fire Chief, after mutual consent of UNION and the Fire Chief.

It is agreed and understood that this article is subject to the Management Rights Clause.

### **ARTICLE XIX - NO STRIKE CLAUSE**

UNION agrees that during the term of this Contract there shall be no strikes, slow downs, stoppage of work, or any interference with the efficient management of the Fire Department.

## **ARTICLE XX - VACATIONS**

### ***Section 1.***

Vacations shall be granted and guaranteed as follows:

0-4 years	7 shifts	168 hours
5-9 years	9 shifts	216 hours
10-14 years	11 shifts	264 hours
15-19 years	12 shifts	288 hours
20 or more	13 shifts	312 hours

#### **40-hour employees**

0-4 years	17.5 working days	140 hours
5-9 years	20 working days	160 hours
10-14 years	22.5 working days	180 hours
15-19 years	27.5 working days	220 hours
20 or more	30 working days	240 hours

#### **Vacation Slot**

Any additional shift personnel added beyond the number of 38 personnel per shift will require one vacation spot for every nine (9) personnel per shift (i.e., 9 = 1, 18 = 2, 27 = 3, etc.).

#### **Vacation Carry Over**

Firefighter vacation carry at two (2) years of the maximum amount for shift employees (624 hours), for 40-hour work week employees (480 hours).

#### **Retirement Payout**

Retirement payout for 26 shifts (624 hours) for shift employees. For 40 hour employees (480 hours).

### ***Section 2.***

Vacations shall be granted at any time during the calendar year. Selection for the vacation period shall be based on seniority with the firefighter with the highest seniority having first choice, continuing in this order down to the last employee with the least seniority.

### ***Section 3.***

To facilitate the orderly selection and taking of scheduled vacation time, the following policy shall be followed:

1. Battalion Chiefs are encouraged to have first round vacation selections completed



by February 15th. Second round should begin immediately upon completion of the first round. Third round should begin immediately upon completion of second round. Comp-time hours may not be scheduled during first, second and third round vacation selection at the first of the year. Vacation selection by Battalion Chiefs will not affect vacation selection of other personnel.

2. First, second, and third round vacation selections will be chosen according to seniority on each platoon. Requests for first, second, and third vacation, received more than forty-eight (48) hours prior to the shift, may be scheduled.
3. Five (5) firefighters may schedule advance vacation at the same time on any one (1) battalion, subject to the provisions of Item Nos. 2, 4, and 5 of Section 3 of this Article.
4. A fourth vacation position may be scheduled within thirty (30) days of a shift requested, but determination to allow such vacation will not be made until 5 p.m. the evening prior to the shift involved. This determination will be made only if the on-duty personnel scheduled for that forty-eight (48) hour set will remain at minimum staffing levels or above and will not interfere with Fire Department activities.
5. Any vacation request received less than forty-eight (48) hours prior to the beginning of the shift involved may be denied by the officer in charge if the available personnel for that shift is already at minimum staffing or less.
6. A minimum charge for vacation will be one (1) hour and additional leave will be charged in multiples of one (1) hour. Any portion of an hour will be charged as a full hour.
7. Cancelling scheduled vacation is discouraged. It will be permitted, however, if it is canceled one-hundred-twenty (120) hours before it is scheduled to begin. Cancellation of any scheduled vacation should be announced to the platoon involved at the first opportunity so that others may have a chance to use it. Vacations may be canceled at any time for any reason if there is one (1) or more vacation positions available for that shift.
8. All requests for scheduling or canceling vacations shall be called in to the Battalion Chief on duty or designee and the time will be logged. Approval or denial shall be made by the Battalion Chief on duty or designee.
9. Each round of vacation picks will be chosen in consecutive order, including Kelly Day, if applicable. For example: February 2, February 3, Kelly Day February 8, February 9, February 14, February 15 would be a pick using five (5) vacation shifts but having six (6) shifts off including the Kelly Day. Each round would enable a new consecutive pick. If a member uses just twenty-four (24) hours one (1) shift as a round pick, that round is complete.

## **ARTICLE XXI - VACANCIES AND PROMOTIONS**

The staffing requirements of the Fire Department shall be established by the Chief of the Department as an administrative procedure. Minimum staffing for all "In Service" Engines will be three (3) personnel. Minimum staffing for all "In Service" Advanced Life Support (ALS) Ambulances will be one (1) Paramedic and one (1) EMT. Minimum Staffing for all "In Service" Basic Life Support (BLS) Ambulances will be two (2) EMTs. The Chief of the Department or their designee shall establish when units are needed to be "In Service." Vacancies occurring in the permanent promotional ranks shall be filled within thirty (30) days after an appropriate promotional exam is given and eligibility list is established.

A representative from UNION offers input, in the form of communicating positive and negative criteria of a firefighter candidate to the Fire Department's hiring committee, when hiring new Fire Department employees who are or will be covered by this Collective Bargaining Agreement. UNION representative observing in the Entry Level interview and provide a written positive and negative criteria to the Chief prior to the selection process.

## **ARTICLE XXII - COMMITTEES**

### ***Health and Safety Committee***

#### ***Section 1.***

A Health and Safety Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a UNION representative, and one (1) representative of each position, including Training Officer and Fire Prevention Division. The member of management and the representative holding the rank of Captain will act as the committee co-chairs and conduct the meetings. The UNION representative will be selected by UNION, but other Committee Members shall be recommended by UNION and approved by the Fire Chief.

The Health and Safety Committee has the authority to enlist the help of other persons when needed.

#### ***Section 2.***

The purpose of the Health and Safety Committee shall be to conduct research, develop recommendation, and study and review matters pertaining to occupational safety and health within the Fire Department.

#### ***Section 3.***

Meetings shall be held at least once every three (3) months. Meetings shall be scheduled by the Secretary of the Committee and coordinated with the member of management on the Committee. Written minutes of each meeting shall be retained and shall be made available to all members.

## ***Training Committee***

### ***Section 1.***

A Training Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a UNION representative, and one (1) representative from each position, including Training Officer and Fire Prevention Division. The member of the management and the representative holding the rank of Captain will be the Training Committee co-chairs and conduct the meetings. The UNION representative will be selected by the UNION, but other Committee Members shall be recommended by the UNION and approved by the Fire Chief.

The Training Committee has the authority to enlist the help of other persons when needed.

### ***Section 2.***

The purpose of the Training Committee shall be to conduct research, develop recommendations, and study and review matters pertaining to training within the Fire Division.

### ***Section 3.***

Meetings shall be held at least once every three (3) months. Meetings shall be scheduled by the Secretary of the Committee and coordinated with the representative of the Fire Department Management. Written minutes of each meeting shall be prepared and made available to all members.

## **ARTICLE XXIII – RETIREMENT CONTRIBUTIONS FOR PERSI FIREFIGHTERS**

For purposes of this Article XXIII, the following terms shall have the meanings as ascribed below:

**FIREFIGHTER:** Any firefighter employed by CITY as of July 17, 2012, and also all future firefighters employed by CITY, provided that 1) such employees are/were now members of PERSI as of July 17, 2012, or were members of PERSI as of such date, and 2) are now or will be represented by UNION for collective bargaining purposes.

**IAFF:** The International Association of Firefighters Local 1565.

**PERSI:** The Public Employee Retirement System of Idaho.

### ***Social Security and Medicare Refund***

On behalf of all firefighters impacted by the Firefighter Referendum and related Section 218 Agreement, CITY is hereby authorized to and will forthwith file for refunds of all past employee and employer FICA and Medicare contributions made by or for the benefit of each of such firefighters. Upon receipt of said refunds, CITY will make a one-time contribution equivalent to the employer portion of the refund into individual PERSI Choice 401(k) Plan accounts

established by each firefighter. If approved by PERSI, this one-time contribution will be treated as an Employer Contribution in the Plan, and will be limited to the amount of the employer contribution refund for each firefighter less any charges, expenses, or retirement withholdings imposed upon CITY by the United States Government and/or PERSI. The employee's portion of the refund plus any IRS accrued interest received by CITY shall be distributed by check payment to each employee.

### ***Future Retirement Contributions***

Commencing with the August 3, 2012, payroll and continuing with each regular paycheck thereafter, CITY shall, in lieu of paying Social Security and Medicare contributions where applicable, on behalf of each firefighter employee, pay into each PERSI Choice 401(k) Plan account established by such firefighters, an amount equal to the matching employee and employer contributions that would have otherwise been paid for each firefighter pursuant to U.S.C Title 26, Chapter 21 – the Federal Insurance Contributions Act, less any charges, expenses, or retirement withholdings imposed upon CITY by the United States Government and/or PERSI. To be eligible for employer contributions, each firefighter must file a PERSI Choice 401(k) Deferral Election form with the Department of Human Resources that authorizes CITY to withhold employee contributions rounded up to a whole percentage of earnings and remit such contributions to each PERSI Choice 401(k) account. Future PERSI Choice employer contributions are contingent upon continued authorization from each firefighter to match FICA defined employee contribution rates rounded up to a whole percentage of earnings. Firefighters must file modified 401(k) Deferral Election forms with the Department of Human Resources as contribution rates change. The parties intend that these matching contributions be treated as Employer Contributions to each individual firefighter's PERSI Choice 401(k) Account and will be governed by the rules, regulations, and laws applicable to PERSI.

CITY makes no warranty or representation that such retirement contributions are exempt from Federal, State, or PERSI withholdings or income taxation required by law. In the event any court or administrative agency of competent jurisdiction determines that such tax or withholdings are required by law, then CITY may, and is hereby authorized to make such withholdings as required by law, with respect to compensation paid to each firefighter after the date of such determination.

This Agreement shall remain in effect for the life of any collective bargaining agreement between the parties unless mutually agreed otherwise by both parties or until the adoption of a subsequent Section 218 Agreement which has the effect of modifying coverage for firefighters under the Social Security Act and related Federal Insurance Contribution Act.

### **ARTICLE XXIV – DEPLOYMENT OPERATIONS, COMPENSATION, AND MILITARY LEAVE**

1. CITY will pay any CITY Fire Department employee who leaves the CITY under deployment on behalf of a requesting agency as part of but not limited to: Wildland Firefighting, Structure Protection, Search and Rescue, Emergency Medical Services, Water Rescue, and/or Hazardous Materials Responses.

- A. The CITY Fire Department employee will be paid “straight time” for their normally scheduled respective shifts. For days not regularly scheduled, CITY Fire Department employee will be paid at a minimum of sixteen (16) hours at overtime rate except for deployment travel days. Deployment travel days will be paid at an hour for hour at overtime rate. The rate will be at two (2) times the base hourly rate for each hour worked up to the 16 (sixteen) hour minimum.
- B. The CITY Fire Department Employee will not be allowed to accrue Comp-Time as a means of compensation during deployment.
- C. The CITY Fire Department employee will be paid by CITY and will retain all benefits and insurance during deployment.
- D. CITY shall be reimbursed, through separate contract by requesting agency.
- E. This agreement for reimbursement shall apply even where the CITY Fire Department employee is deployed as part of an apparatus crew or as a single resource.
- F. The CITY Fire Department employee shall assist CITY by providing CITY with all required documentation, statements and/or other evidence related to deployment in support of CITY’s attempt to receive reimbursement by the requesting agency.

### ***Military Leave***

CITY firefighters who serve in the National Guard and other Military Reserves shall adhere to the policies contained in the CITY Personnel Policy. CITY will seek input from UNION if it determines that any changes will be made to the Military Leave Policy.

## **ARTICLE XXV - COMPENSATION**

### ***Section 1.***

Provide compensation for paramedics as follows: The next closest pay period following:

- A. Receipt of Certification and assigned to work independently as a paramedic after successful education period / Base Rate + fifteen (15%) percent.

## ***Section 2. Voluntary Decertification***

Any paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse, within eight (8) years after assignment as a paramedic will lose all paramedic certification pay immediately upon decertification. Any paramedic who voluntarily decertifies or allows their certification to lapse eight (8) years or more years after such assignment, will have their paramedic certification pay reduced in the following manner: 1) If a paramedic surrenders certification prior to the expiration of their normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or 2) If a paramedic allows their certification to lapse at the end of the normal certification period then paramedic certification pay will be reduced upon the commencement of the first full pay period in which CITY grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as the firefighter no longer receives paramedic certification pay.

Despite the foregoing, paramedics will continue to be eligible for regular step increases in accordance with Appendix A of the contract.

## ***Section 3. Involuntary Decertification***

Any paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following his or her decertification.

## ***Section 4. Captain/Driver Paramedics***

Paramedics promoted to the rank of captain or driver will be placed in the appropriate pay grade and step level rate of pay which most closely corresponds to but is higher than the step level of pay (less paramedic certification pay) prior to promotion. In addition, if the employee, upon promotion, continues to maintain their paramedic certification the employee will receive paramedic compensation in amount not to exceed eight (8%) percent of their pay grade and step level. However, if the employee's hourly rate of pay following promotion (including paramedic certification pay) is not greater than their hourly rate of pay prior to promotion (including paramedic certification pay), the employee will be moved to the next appropriate step plus paramedic certification pay not to exceed eight (8%) percent of the pay grade and step level. The effective date of the promotion becomes the new title classification anniversary date.

Any captain or driver paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse will have their paramedic certification pay reduced in the following manner: 1) If a captain or driver paramedic surrenders certification prior to the expiration of their normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or 2) If a captain or driver paramedic allows their certification to lapse at the end of the normal certification period then paramedic certification

pay will be reduced upon the commencement of the first full pay period in which CITY grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as the firefighter no longer receives paramedic certification pay, 3) Any captain or driver paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following decertification.

Captain Driver/Paramedics will still be eligible for regular step increases in accordance with Appendix A of this Agreement.

### ***Section 5. Probationary Firefighters***

Firefighters who start their employment with the Idaho Falls Fire Department and hold a current paramedic certification applicable to the State of Idaho will first be evaluated by the Fire Department prior to receiving paramedic pay.

### ***Section 6. Non Discrimination***

Paramedic certification shall not prohibit equal and fair consideration for promotions or overtime related to job duties, continuing education and attendance at mandatory classes.

## **ARTICLE XXVI - OUT OF CLASSIFICATION WORK**

Fire Personnel working out of classification will receive compensation commensurate with the position being filled, as if the promotion had been made. Move up compensation will be paid only when working out of classification eight (8) hours or more per shift. Two (2) people working out of classification per rank per shift will be allowed. Any additional need will be met by standard call back procedure. If a staffing shortage requires overtime, personnel hired shall be of the rank or position which eliminates the need for personnel working out of classification. Inspectors working out of classification, performing duties normally assigned to the Fire Marshall, will receive compensation commensurate with the Fire Marshall position. No time minimum will be mandatory.

## **ARTICLE XXVII – RULES GOVERNING COMPETITIVE EXAMINATIONS, QUALIFICATIONS, APPOINTMENTS, PROMOTIONS, DEMOTIONS, AND DISCHARGE OF EMPLOYEES**

The following rules and regulations governing competitive examinations, qualifications, appointments, promotions, demotions and discharge of all employees under the fire department and any other positions not specifically listed in City Ordinance or Rule.

1. The CITY shall have sole charge of the selection of personnel for the eligibility list from which original appointments, grade and rank, promotions shall be made to all sworn positions in the Fire Department except for the Chiefs of said departments and any other positions appointed and not competed for within these rules.

2. The eligibility list for the fire department shall be kept in the custody of Human Resources.

## **GENERAL PROVISIONS**

1. No appointment shall be made except under the laws of Idaho, the Ordinances of the City of Idaho Falls, and this contract with the UNION.
2. No person shall be eligible for appointment in the fire department who is not eligible to work in the United States, or who is not eligible to obtain the required certifications and licenses as determined by the Chief to perform the essential functions in the fire department.
3. No person shall be eligible for appointment in the fire department who has not passed their 18<sup>th</sup> birthday or who is not eligible to obtain the required certifications and licenses as determined by the Chief to perform the essential functions in the fire department.
4. All members of the Fire Department are required to give their undivided attention to their designated work and are prohibited from engaging in any other business that will interfere or conflict with their duties while members of these departments.
5. No member of the fire department will be permitted to accept gratuities or rewards of any kind.
6. Fire personnel are expected to observe the same laws that they are sworn to enforce and no extra privileges or immunities are granted to either.
7. Violation of any of these general provisions, any City Ordinance, or department rules by any member of the fire department under these rules shall be considered cause for disciplinary action, including termination.

## **APPLICATIONS**

1. All applicants for the positions within the fire department must be able to speak, read and write the English language, and must have a high school diploma or G.E.D. Certificate or its equivalent. In cases where special technical, professional or scientific knowledge and experience are required, the CITY may demand certificates or competence or other proof of training and ability. All applications for examination for positions in the fire department shall be presented to the CITY on a prescribed form, giving such evidence, in the form of their knowledge, skills, abilities and other required qualifications.
2. "Job Interest Forms" will be filed with the Department of Human Resources in a manner to be determined by that office. At such time that a beginning examination is to be given, all persons having submitted an "Interest Form" will be notified of application procedures and testing dates.
3. An application that has been accepted by the Department of Human Resources shall not be returned to the applicant for any reason.



4. An incomplete or defective application shall not be accepted and shall disqualify the applicant for consideration.
5. Proof at any time produced to the CITY of behavior that would negatively impact an ability to perform the essential functions of the job by an applicant or person on the eligible list or of any false statements made by him or her in the application or in the examination or of any criminal act committed by the applicant or of dismissal for cause from public service may be deemed cause to exclude an applicant from examination and/or removal from the eligible list.
6. The CITY may secure and consider any other information as it may deem desirable for the purpose of determining whether any applicant is eligible under these rules and regulations, the Ordinances of Idaho Falls and the laws of Idaho to occupy the position applied for.

## **MEDICAL PHYSICAL STANDARDS**

1. Applicants for original appointment in the fire departments must meet all bona fide medical and physical requirements of the appointing department, as a condition for his or her appointment with the CITY.
2. All offers of employment by the appointing officer shall be made conditional upon the issuance of a certificate by a qualified medical examiner, certifying that the appointee meets all bona fide medical and physical requirements of the appointing department. All medical examinations shall be made by a medical examiner designated by the City or experts working on behalf of the City. The results of each medical examination and each certificate shall be filed with the Department of Human Resources in compliance with HIPAA and other relevant regulations.

## **EXAMINATIONS**

1. Examinations shall be practical in their character and shall be designed to test fairly the intelligence, competency, suitability and character of the applicants to discharge the duties of the service for which they seek to be appointed.
2. Merit and fitness for appointment and promotions shall be determined by and upon competitive examinations. The passing grade for beginners shall be seventy percent (70%).
3. The CITY shall list preliminary requirements for examinations.
4. Actual conduct of every examination shall be under the direction of the City or experts acting on authority of the City. The City shall in the examinations give such relative importance to the different subjects or matters of examination, whether written or physical or to experience, occupation or training as it deems fit. At or before the commencement of every examination the weight to be given every section included in the examination shall be determined. The time to be allowed for each examination also will be announced.

5. Oral examinations or special practical tests of fitness for the particular positions in the fire department may be ordered by the CITY.
6. Entry level examinations for the fire department shall be given as the service may require. The CITY will notify entry level applicants, whose applications have been filed to appear for any examination by giving the applicant at least ten (10) days' notice. Entry level examination notices shall also be posted to the Department of Human Resources web page and published once in a newspaper of general circulation at least (10) days prior to the date of the examination.
7. Applicants for appointment are subject to written and oral examinations. Applicants with eligible written exam scores will be notified and advised to participate in a non-discriminatory assessment. In addition to physical agility assessments, eligible applicants will appear for oral interviews or other exams.
8. Physical examinations may be made by a physician or health care provider designated by the CITY only after a conditional offer of employment has been made to the applicant. Such examination shall demonstrate the applicant is of sound health and physically able to perform the essential functions of the position to which he or she seeks appointment.
9. Instructions and rules governing examinations will be explained to candidates prior to the start of test by the chief examiner or test proctor. Candidates who fail to follow examination rules and instructions given at the time of the exam will not be allowed to complete the testing process. In addition to any verbal instructions given at the time of the exam, the following rules will govern all examinations.
  - a. Applicants will carefully read any printed rules distributed at the time of the exam and/or listen closely to any verbal instructions. Applicants will be bound by any written and verbal rules or instructions given prior to the date of the exam or immediately preceding the commencement of the exam.
  - b. Applicants will examine the question and answer sheets when received and verify that they are in proper order; applicants will be held responsible for all errors and omissions therein.
  - c. Prior to leaving his or her desk, all applicants shall turn in any examination papers to the exam administrator, and the applicant shall forfeit the right to modify or complete any portion of the examination after submission unless the applicant can demonstrate a bona fide medical or other emergency involving extreme risk to life or limb. Reasonable accommodation shall be made for any disability, provided such disability is made known to the examiner prior to the commencement of the examination.
  - d. All answers must be written on paper furnished for that purpose by the examiner or by other means as instructed by the examiner.

- e. No pencil work will be allowed on the examination books unless instructed to do so. Pencil and scratch paper may be used if supplied by the examiner; used scratch paper must be turned in with the examination paper.
  - f. No help will be allowed except such as appears on the question sheets or in the instructions given to applicants.
  - g. Any applicant who may be detected cheating by consulting any printed or written matter during the examination will be dismissed from the room and receive a failing score. All conversation between competitors during any examination is strictly prohibited. Any applicant speaking to a competitor on any pretense or answering if spoken to will be dismissed from the room and receive a failing score.
  - h. It is absolutely forbidden to copy or attempt to read the sheet of another or to make any sign or in any manner seek to impart or receive any information during an examination, under penalty of dismissal from the room and receipt of a failing score.
  - i. All necessary explanations will be made, when practicable, to the whole number of competitors.
  - j. All examination papers must be handed in together with the answers when the examination is completed and must not be taken from the room.
  - k. Smoking shall not be permitted during the examination.
- 10. The CITY may after delivery of notice to the applicants in the manner set forth in paragraph 6 of this Rule, require an oral examination by subject matter experts of eligible applicants who successfully pass the written examination. The score of the oral examination will be determined by the chief examiner or CITY based upon the statements made by the applicants regarding their knowledge, skills and abilities for the position or other job related questions that may be given to the applicants. The opinion of the former employers, associates and others may be sought and their statements investigated.
  - 11. Participants in the physical agility exam and oral exam will be limited to the number of candidates agreed upon by the Chief of the department. The number of candidates may be limited to thirty (30) candidates based on the rank of the written examination scores, absent exigent circumstances.
  - 12. The general average will be determined upon the score obtained in the written, oral examinations, and physical agility examinations. As described in paragraph 4 of this Rule, the actual weight to be assigned to each examination will be determined by the City.

## ELIGIBILITY LIST

1. The CITY shall keep records of all applicants who are placed on the eligible list, which records shall show the results of the examination of each applicant and show such other data as shall indicate the relative qualifications of all applicants upon such list. All persons who have been on the eligible list for one (1) year without appointment or promotion in grade, who shall refuse a tendered appointment, or who have requested removal from such list shall be removed from the eligible list and can only be returned thereto after reapplication and re-examination. An applicant may sit for one or more written examinations; however, the applicants' eligibility for appointment shall be determined by reference to the most recent score.
2. The names of all eligible candidates shall be placed on the eligible list in the order of their standing in the examination. The CITY reserves the right to announce additional testing dates if needed to generate a viable list of eligible candidates for consideration. Against each name shall be noted the date of the examination, the date on which the name was entered on the list and the average rating.
3. When two (2) or more entry level eligible candidates have received the same average rating, they shall hold the same ranking on the eligible list.
4. The entry level eligible list shall show the persons eligible for positions in each classification.
5. Applicants may be enrolled on the eligible list for more than one position.
6. Applicants, whose names are placed on the eligible list, shall notify the CITY of any change of address while their names remain on such list.
7. Applicants whose names are on the eligible list may accept temporary appointment under another classification without losing their position upon the eligible list.
8. Where an examination for any grade is held before the eligible list for that grade is exhausted, a new list shall be prepared after such examination. The persons upon the former eligible list who have not been examined for the new eligible list shall respectively be placed upon the new eligible list in the position to which the percentage of their aggregate marking upon their former examinations would entitle them if such marking had instead been given them upon the new examination and shall continue thereon until the end of their term of eligibility. The CITY shall have the discretion whenever in its judgment the interest of the public service requires, to order a reexamination of applicants for any position and shall have power to correct any error and amend or revoke any schedule, list or other paper or record where it appears that any error or injustice has been done; or where any person whose name appears on an eligible list has for any reason become ineligible or no longer possesses the necessary qualifications for appointment to the public service, to strike such name from such list.

## **CERTIFICATION AND APPOINTMENTS**

1. Whenever a position or place of employment or vacancy in the fire department is to be filled, the appointing authority shall request and the Department of Human Resources shall certify to the appointing authority as soon as possible after such request, from the eligible list the names and records of three times the number of persons necessary to fill such position based on their ranked scores. If two or more candidates have identical rankings, then all candidates ranked within the top three scores will be certified to the appointing authority. In all cases the names of those having the highest standing on the eligible list shall be certified to the appointing authority, provided, however, that if an insufficient number of names appear on said eligible list at such time, the Department of Human Resources shall certify all names thereon. The appointing authority shall make appointments only from the lists so certified and preference shall be given, from among those certified, to persons who are then employed in the class or grade next below the position filled, if applicable.
2. The requisition shall state the title, character and duties of the position, the compensation to be paid and whether the position is permanent or temporary.
3. Upon receipt of the requisition the Department of Human Resources shall certify to the appointing officer names of candidates having the three highest ratings on the eligible list most nearly appropriate to such position, provided that no name shall be certified more than three (3) times to the same appointing officer for the same or a similar position except at the officer's request. The certificate shall state the relative standing of each person certified and their contact information.
4. The appointing officer shall make selection from the names certified; the appointing officer may request replacement names in the order of ranking on the eligible list if he or she can show evidence that any certified names do not meet the eligibility criteria of the department.
5. Whenever the appointing officer, who shall have made a requisition to fill a certain number of vacancies, shall appoint a number smaller than the vacancies named he shall not make selection from the whole number certified but only from the number of names standing highest upon the list that would have been certified had the requisition stated the number of vacancies which were actually filled.
6. Upon appointment and employment, the appointing officer shall report to the Department of Human Resources the name of such appointee, the title and duties of the position, the date of the commencement of service and the salary thereof and such other information as required.
7. The person selected for appointment or promotion shall be duly notified by the appointing officer and upon accepting and reporting for duty, shall receive from such officer an appointment for a probationary period of twelve months, provided the applicant meets ability and other requirements determined by the department essential to the position held.

8. Should the work for which a probationer has been certified prove temporary, and he/she is laid off without fault or delinquency on his/her part before his/her time of probation is completed his/her name shall be restored to its position on the eligible list and the term he/she served shall be credited on his/her probationary period.
9. The name of any person certified as eligible for probationary appointment who shall decline an appointment shall be stricken from the list from which such certification is made, unless such declination be for temporary inability, physical or otherwise, the evidence of which must be acceptable to and approved by the Department of Human Resources.
10. The failure of an eligible to accept employment within five (5) days after an offer of appointment shall be considered a declination.
11. On notification from an appointing authority that a person named in a certification has declined appointment, such certificate shall be completed by the addition of the name of the eligible next in order.
12. If a person who is not entitled to certification is appointed, his/her appointment upon due notification from the Human Resources Department to the appointing authority shall be revoked.
13. Whenever the CITY has been unable to establish an appropriate and adequate eligible list or after such notice as it may deem desirable is of the opinion that an eligible list cannot be created through giving competitive examination, it may permit a permanent appointment to be made by the appointing authority subject to such of these rules and regulations and the person so appointed shall occupy the position to which he was appointed with like effect as if he had otherwise qualified hereunder.
14. All persons appointed to or promoted in the fire department shall be assigned to and perform the duties of the position to which they are appointed or promoted.
15. Applicants who have had two (2) years' comparable experience as a public safety officer in a comparable city may enter the service in the grade of Senior Firefighter, provided they meet requirements of the CITY and standards of the Idaho Falls Fire Department. A comparable city shall be considered a city with a Fire Department with the standards comparable to Idaho Falls Fire Department. The decision of which cities or agencies are comparable with the Idaho Falls Fire Department will be made by the Chief of the Department when hiring applicants with two (2) or more years of experience.
16. Any applicant who, while employed as a Firefighter in good standing, voluntarily terminated his or her employment with the City of Idaho Falls may upon written request to and approval from the appointing Chief and in accordance with the Rules of the CITY and this agreement, be rehired without taking an examination provided:
  - a. The applicant is otherwise qualified for the position; and
  - b. The request does not displace another firefighter.



## **SUBJECTS FOR DISCIPLINARY ACTION OR DISMISSAL**

1. All appointments to positions of employment under the fire department shall be upon a probationary basis for a period of twelve (12) consecutive months of full-time employment within the department in the same or higher grade. During said probationary period such employee may be discharged with or without cause, without recourse under these rules. After such period of probation, all employees shall hold an office or place of employment, only during good behavior and continued acceptable performance standards, and any such employee may be removed or discharged, suspended without pay, demoted, reduced in rank or deprived of special privileges or assessed special duty for the following reasons.
  - a. Incompetency, inefficiency, inattention to or dereliction of duty.
  - b. Dishonesty, insubordination, harassment or lack of professionalism directed towards patrons and or fellow employees or members of the public occurring in the course of duty; or any other willful failure on the part of the employee to properly conduct him/herself, or any willful violation of the provisions of this act or the rules and regulations to be adopted hereunder.
  - c. An inability to perform the essential functions of the job with or without accommodation or loss of any other bona fide occupational qualification required for such place of employment.
  - d. Drunkenness or use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid or preparation to such extent that the use thereof interferes with the performance or mental or physical fitness of the employee or of the work of such employee or which precludes the employee from properly performing the essential functions and duties of such position.
  - e. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
  - f. Any other act of failure to act which in the judgment of the appointing authority is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.
  - g. Violations of any of the rules and regulations formulated by the Chief of the department or rules promulgated by the City of Idaho Falls, that relate to conduct required of all city personnel.
2. Progressive Discipline
  - a. Purpose – The purpose of this rule is to provide a uniform standard for disciplinary actions to be used by company and chief officers.
  - b. Scope – this policy applies to all members of the Idaho Falls Fire Department.

- c. Responsibilities – it is the responsibility of supervising officers in the Idaho Falls Fire Department to help their subordinates to be successful in their duties through coaching, mentoring, and disciplining when necessary. If an issue is raised to the level of time off without pay or above, the Chief of Department and HR should be notified. It is important that the supervising officer document each step appropriately. If a Work Improvement Plan is issued to a subordinate, the officer should consider issuing a Removal From Work Improvement Plan when and if appropriate.
- d. Procedures – Progressive discipline is a process for addressing employee poor performance or inappropriate behaviors so that the severity of the discipline increases with the continuance of the performance or behavioral issue. It provides an opportunity for motivated employees to immediately correct and issue before it becomes too severe, and provides CITY with performance related documentation. It is generally recommended that the progressive discipline process include:
  - i. Step 1 – Informal verbal coaching and counseling
  - ii. Step 2 – Formal verbal reprimand
  - iii. Step 3 – Formal written reprimand (the Chief of Department's office must be notified after this step by the company officer giving the reprimand)
  - iv. Step 4 – Time off without pay with accompanying Work Improvement Plan
  - v. Step 5 – Demotion (temporary or permanent)
  - vi. Step 6 - Termination

## **JOB CLASSIFICATIONS OF THE FIRE DEPARTMENT**

The following constitutes the classification of jobs in the Idaho Falls Fire Department, as well as the line of promotion, together with the length of service required in each classification before a member shall be permitted to participate in the promotional examination of other positions. Job descriptions that describe the essential functions of each classification will be maintained by the Division of Human Resources.

1. All new firefighters shall serve a probationary period of twelve (12) months. If after six (6) months, proper attitude and aptitude for the work is shown, the Firefighter will then advance to Firefighter 2<sup>nd</sup> Class. After six (6) months in the position of Firefighter 2<sup>nd</sup> Class the Firefighter will have served the probation period and will advance to the rank of Firefighter 1<sup>st</sup> Class. After one (1) year in the rank of Firefighter 1<sup>st</sup> Class, the Firefighter automatically advances to the rank of Senior Firefighter. A person qualifying for appointment as a Senior Firefighter as described in these rules must still satisfactorily complete a twelve (12) month probationary period.

2. A Firefighter must have served two (2) years as a Senior Firefighter to be eligible to take the competitive examination for the position of Driver-Pump Operator.
3. To aid in the consistent and efficient operation of the Idaho Falls Fire Department a task book system shall be maintained to identify core performance standards of the various positions in the Idaho Falls Fire Department. The Task Book system has been developed with input from the Union. Members who desire to move-up to Driver/Operator, Captain Firefighter, and Battalion Chief must first complete their respective Position Task Book. Task books must be completed for the desired position prior to sitting for a promotional exam.
4. A Firefighter must have served two (2) years as a Driver or four (4) years as a Senior Firefighter to be eligible to take the competitive examination for the position of Captain.
5. The position of Inspector, Training Officer, and Logistics Officer is open by administrative appointment without examination to any member of the Fire Department holding the rank of Senior Firefighter or higher. If no member of the Department holding such rank desires appointment as an Inspector, then the position may be filled by administrative appointment without examination by any of the following persons:
  - a. Any member of the Fire Department, or
  - b. Any person who has held the rank of Senior Firefighter or higher or any other rank equivalent thereto, within the past four (4) years at any other fire department, fire district, or governmental agency.
6. The position of Fire Marshall, Division Chief, Battalion Chief and Deputy Chief is recognized as an executive administrative position and is not in the UNION or represented by the UNION. Therefore, persons filling such positions shall be selected by the Fire Chief and confirmed by the Mayor. Any persons so appointed shall retain his or her previous position at the time of appointment. If, for any reason other than misconduct, such person loses his or her appointed position, he or she will immediately assume the previous position held at the time of appointment.

## **MERIT SYSTEM**

1. The Chief of the fire department shall maintain a uniform system of evaluating employees' performance. These evaluations will have an impact on promotions of employees during promotional examination processes.
2. The UNION must be advised of the merit system used, and an outline of it made available to the UNION upon request.

## **PROMOTIONS**

1. Promotions in the fire department shall be upon ascertained job performance and competitive examinations. In order to be eligible to take a promotional exam, a candidate must have completed the respective task book and meet the job requirements for the Position being tested for. All candidates for the promotional position must meet the job requirements for time in grade for the position during the Testing Cycle. Promotional exams for Driver/Operator and Captain will be offered on an annual basis in the month of May. Candidates will not be eligible for Promotion until the time requirements for the position have been met. A written examination may be given as often as needed as determined by the Chief in order to establish a viable eligible list in the selection process. If an additional exam is given beyond the annual exam in May, a ninety-(90-) day notice will be given. A minimum written test score appropriate for each examination will be determined and announced at least ten (10) days prior to the examination date. Notice of the availability of openings for promotions shall be posted on the Department of Human Resources web page at least ten (10) days prior to the date upon which the written examination shall be conducted. The Chief of the department shall have the authority to assign any employee of the department to the different classes within the department, and he/she may change any such assignment whenever, in the opinion, the good of the service shall so require.
2. Grades for promotional placement will be based upon written examinations, an assessment process as designed by the Chief of the Department, and staff evaluations. The weight to be given the grades in each area will be determined by the Chief of the department and announced at least ten (10) days prior to the date upon which the examination is given.
3. Where two (2) or more applicants for promotional certification receive identical grades, their ranking on the eligible list shall be determined by seniority.
4. The total number of persons allowed to participate in the department assessment process shall be determined in advance by the chief of the department. If there are more applicants than the number of positions available for testing in the assessment process, the candidates receiving the highest written exam scores shall be selected for participation in the assessment.
5. All regulations in rules V, VI, and VII of the Rules governing Examinations, Certifications, and Eligibility apply to promotional examinations except where they may be in conflict with the rules of this particular section.

## **ARTICLE XXVIII - SAVING CLAUSE**

If any portion of this Agreement should be declared inoperative or unconstitutional, the remainder of the Agreement shall remain unchanged and in full force and effect.

## **ARTICLE XXIX - EFFECTIVE DATES AND DURATION OF AGREEMENT**

This Agreement, including Appendix “A” and “B”, shall become effective upon the date that CITY’s representatives and UNION’s representatives both signs this Agreement and shall remain in full force and effect until 12:00 midnight, April 30, 2019, and thereafter, from year to year until terminated. This Agreement may be reopened prior to the end of the contractual period for purposes outlined in Idaho Code 44-1802, upon serving written notice by either party ninety (90) days before the last day on which money can be appropriated by CITY.

This writing evidences the final and complete Agreement between the parties in regard to this subject matter and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein, including Appendix “A” and “B”.

**For: THE CITY OF IDAHO FALLS**

**For: LOCAL UNION NO. 1565  
INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
MUNICIPAL SERVICES DIRECTOR

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
HUMAN RESOURCES DIRECTOR

\_\_\_\_\_  
SECRETARY/TREASURER

\_\_\_\_\_  
FIRE CHIEF

\_\_\_\_\_  
EXECUTIVE COMMITTEE

\_\_\_\_\_  
DATED

**APPENDIX A - FIRE DEPARTMENT CLASSIFICATION AND PAY GRADE POLICY**  
**EFFECTIVE OCTOBER 3, 2018**

A. SALARY SCHEDULE

The attached table, entitled “Assignment of Ranks to Pay Grades” is the assignment of all positions (less those exempt from the pay grade structure) to the pay grades designated and the corresponding salary payable for the various grades and steps.

B. ADMINISTRATION OF THE PAY PLAN

The following provisions shall govern the administration of the pay plan.

1. Salary on Employment

- a. Placement to any position in any pay grade shall normally be made at the first step for the pay grade. Higher step placement may be effectuated commensurate with the applicant's qualifications as determined by the Department Director and the Municipal Services Director.
- b. A person who was previously employed by the City of Idaho Falls and is rehired shall start in the pay grade and step level as any other new hire, unless the person's qualifications justify higher step level placement as determined by the Department Director and Municipal Services Director.

2. Salary Step Advancement

- a. Advancement to the next step in the salary schedule may be awarded to an employee upon a supervisory evaluation indicating adequate performance, and after completion of the necessary service requirement. Department Directors have the option of holding an employee in a step level should the employee's work performance and attitude so dictate.
- b. Pay adjustments shall be effective on the first pay period following the employee's accumulation of the necessary service requirements.
- c. The Personnel Action form is to be completed sufficiently in advance to secure the required signatures and for Personnel and Payroll to receive the approved Personnel Action form prior to the effective date.

3. Salary on Promotion

An employee who is promoted to a higher classification shall be placed in the appropriate pay grade and at a step level rate of pay, which most closely corresponds to but is higher than the step level rate of pay assigned to the employee prior to promotion. In no event shall the step level rate of pay be equal to or lower than the step level rate of pay prior to promotion. The effective date of promotion becomes the new title classification anniversary date.



4. Salary on Demotion

An employee who is demoted to a lower classification shall be placed in an appropriately lower pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to demotion, as determined by the Department Director and the Municipal Services Director. The effective date of demotion becomes the new title classification anniversary date.

5. Salary on Transfer

An employee transferred from one position to another in a classification to which the same pay grade is applicable shall continue to receive the same step level rate of pay and the effective date of transfer becomes the new title classification anniversary date. An employee transferred to a lower classification shall be placed in the appropriate pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to the transfer, as determined by the Department Director and the Municipal Services Director.

6. Salary on Position Reclassification

An employee whose position is reclassified by the Department Directors from one pay grade to another shall continue to receive the same compensation until he/she reaches the next pay period after the effective date, at which time he/she shall be placed in the approved pay grade and step level.

If the position is classified to a lower classification the employee will remain at their current hourly rate until such time as the grade and step to which they are reclassified exceeds the current hourly rate at which time they will be eligible to receive a pay increase.

7. Job Descriptions

Every regular position of employment by the City of Idaho Falls shall have a job description. As and when new positions of employment are created, or existing classifications are re-evaluated, the Department of Human Resources, with the assistance of, and in collaboration with, the appropriate Department Director shall cause a job description for that position of employment to be prepared. Each job description shall be classified by the Department Directors and incorporated into the comprehensive salary plan.

C. CONTENTS OF THE CLASSIFICATION AND PAY GRADE SCHEDULE

1. The Classification plan shall include:

- a. An outline of the classification arranged within the appropriate pay grade schedule.

- b. Position descriptions for positions within the classified program indicating the title and descriptive information concerning duties, responsibilities, and other employment requirements and standards in such form as the Department of Human Resources may prescribe.

**ASSIGNMENT OF RANK TO PAY GRADES**

<b>PAY GRADE</b>	<b>RANK</b>
10	Senior Firefighter
11	Driver
12	Fire Inspector I
13	Fire Inspector II Captain

**RANKS NOT ASSIGNED TO PAY GRADE AND STEP PROGRAM\***

<b><u>RANK</u></b>	<b><u>2018-2019 HOURLY BASE</u></b>	<b><u>2018-2019 ANNUAL BASE</u></b>
Firefighter - 1st Class	\$15.72	\$ 45,776.64
Firefighter - 2nd Class	\$15.17	\$ 44,175.04
Firefighter - Probationary	\$14.75	\$ 42,952

\* These ranks have automatic progression and probationary provisions as provided.

**D. SPECIALTY PAY**

Each employee is to be paid an additional \$25 per month per team on each team for which they qualify, not to exceed three (3) teams.

Each Specialty Team Member shall be required to meet requirements as set forth by Department policy.

Specialty Pay Teams:

- Idaho Collapse Search and Rescue Technician
- Hazardous Material Technician
- S.C.B.A. Technician
- On Shift Fire Investigator
- Swift Water Rescue Technician
- Peer Fitness Evaluator
- ARFF

E. SPANISH SPEAKING EMPLOYEES

Each employee qualifying as fluent in the Spanish Language shall be paid an additional three (3%) percent to their annual base pay not including longevity pay.

F. 2018-2019 COST OF LIVING INCREASE

Fire Department employees who are covered by the collective bargaining agreement shall receive a two percent (2%) Cost-of-Living increase to their 2018-2019 salary for the 2018-2019 budget year. The CITY will take the one percent (1%) Local 1565 UNION members' wage from the MERP and put back in COLA for the 2018-2019 budget year.

Fire Departments employees who are covered by the collective bargaining agreement shall not incur any additional cost to insurance premiums in the 2018-2019 budget year.

G. LONG TERM DISABILITY INSURANCE AND MEDICAL EXPENSE REIMBURSEMENT PLAN

The CITY will take the money marked for DiMartino MERP account from budget year 2017-2018 and redistribute that into employees' PERSI Choice Plan.

CITY shall pay Three Thousand Six Hundred Ninety Seven Dollars and Fifty-Six Cents (\$3,697.56) a month for a Long Term Disability Policy to cover UNION members. The Long Term Disability Policy shall be through DiMartino Associates.

H. AIR MEDICAL SERVICES MEMBERSHIP

CITY shall pay up to four thousand five hundred dollars (\$4,500) annually toward an Air Medical Services Membership for UNION members.

**APPENDIX B - LONGEVITY PROGRAM SCHEDULE**  
**EFFECTIVE OCTOBER 1, 2018**

- A. Longevity benefit calculations will no longer be computed on a percentage of the current base salary.
- B. Any staff currently receiving longevity benefits will continue to receive his accumulated longevity including any approved COLA adjustment. Any additional longevity accumulation will be at \$ 299.49 per year or a portion of this rate until he/she reaches the maximum annual longevity benefit of \$ 2,778.02.
- C. The longevity increments will continue to be based on the individual Firefighter's anniversary date.

<b><u>1st Year</u></b>	<b><u>2nd Year</u></b>	<b><u>3rd Year</u></b>
Not Eligible	Not Eligible	Not Eligible
<b><u>4th Year</u></b>	<b><u>5th Year</u></b>	<b><u>6th Year</u></b>
1st Year \$ 299.49	2nd \$ 299.49 +acc. <u>\$ 299.49</u>	3rd \$ 299.49 +acc. <u>\$ 598.98</u>
Annual \$392.10	Annual \$ 392.10	Annual \$ 392.10
\$691.59	\$ 991.08	\$ 1,290.57
<b><u>7th Year</u></b>	<b><u>8th Year</u></b>	<b><u>9th Year</u></b>
4th \$ 299.49 +acc. <u>\$ 898.47</u>	5th \$ 299.49 +acc. <u>\$ 1,197.96</u>	6th \$ 299.49 +acc. <u>\$ 1,497.45</u>
Annual \$ 392.10	Annual \$ 392.10	Annual \$ 392.10
\$ 1,590.06	\$ 1,889.55	\$ 2,198.04
<b><u>10th Year</u></b>	<b><u>11th Year</u></b>	
7th \$ 299.49 +acc. <u>\$ 1,796.94</u>	8th \$ 299.49 +acc. <u>\$ 2,096.43</u>	
Annual \$ 392.10	Annual \$ 392.10	
\$ 2,488.53	\$ 2,788.02	

**APPENDIX C - TRAVEL POLICY AND EXPENSE FORM**



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** July 24, 2018

**RE:** Amend Title 4, Chapter 12 of City Code, License Exemption

Municipal Services requests City Council authorization to amend Title 4, Chapter 12 of City Code, to exempt fruit and vegetable stands from the requirement to receive an itinerant merchants license. This amendment request adds the sale of fresh fruits, vegetables and agricultural products to section 4-12-7: Exceptions to the City Code.

Respectfully,

Pamela Alexander  
Municipal Services Director



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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 4, CHAPTER 12 TO EXEMPT FRUIT AND VEGETABLE STANDS FROM THE REQUIREMENT TO RECEIVE AN ITINERANT MERCHANTS LICENSE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City of Idaho Falls has had a long historical tradition of permitting fresh fruit and vegetable merchants to sell regional produce without an itinerant merchant's license; and

WHEREAS, direct marketing of fruits and vegetable products benefits the agricultural business-owners and the public by, among other things, providing an alternative method for growers to sell their products while benefiting consumers by supplying quality produce at reasonable prices; and

WHEREAS, it is the intent of the City to promote the consumption of and to promote access to regionally-produced agricultural products.

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

**SECTION 1.** Title 4, Chapter 12, Section 7, of the City Code of the City of Idaho Falls, Idaho, is hereby added as follows:

4-12-7:       EXCEPTIONS: The itinerant merchant licensing and bonding requirements of this Chapter shall not apply to the following:

- (A) Sales conducted pursuant to court order;
- (B) The sale of Christmas trees;
- (C) Garage sales;
- (D) The sale of goods, wares, merchandise or services by any student group or religious, philanthropic or charitable organization exempt from taxation under 26 U.S.C. Section 501 and which has a local charter or sponsor located in the City;
- (E) The sale of any goods, wares, merchandise or services by any person or organization appropriately licensed under any other provision of the City Code; or
- (F) The sale of goods, wares or merchandise to a business establishment that intends to offer those items for resale.

(G) The sale of fresh fruits, vegetables, and agricultural products.

**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 July, 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 4, CHAPTER 12 TO EXEMPT FRUIT AND VEGETABLE  
STANDS FROM THE REQUIREMENT TO RECEIVE AN ITINERANT  
MERCHANTS LICENSE; PROVIDING SEVERABILITY, CODIFICATION,  
PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

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



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** July 25, 2018

**RE:** Tentative Approval of 2018/19 Fiscal Year Budget

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Municipal Services respectfully requests the Mayor and Council to tentatively approve the 2018/19 fiscal year budget for a not to exceed amount of \$206,598,558.

Upon approval, authorization is requested to publish the "Notice of Public Hearing" of the 2018/19 fiscal year budget with publication dates set for August 5, 2018 and August 12, 2018.

The Public Hearing is scheduled for 7:30 pm., Thursday, August 16, 2018, in the Council Chambers of the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho.

Respectfully,

Pamela Alexander  
Municipal Services Director

2018/2019 Tentative Budget By Department

Division Group	Fund	Revenue	Salaries & Benefits	Operating Cost	Capital Outlay	MERF	ADJ	Interfund	Debt Service	Expenditure	Total
PW-General Fund	1	110,500	2,263,071	804,413	-	4,200	-	(1,242,745)	-	1,828,939	1,828,939
Streets	10	7,106,391	1,978,658	4,749,477	95,000	480,000	-	(275,000)	-	7,028,135	7,028,135
Water	61	9,552,000	1,740,847	3,917,548	4,962,000	61,900	-	-	-	10,682,295	10,682,295
Sanitation	62	4,285,000	2,031,800	1,677,863	520,000	477,000	-	(10,000)	-	4,696,663	4,696,663
Wastewater (Sewer)	68	10,575,000	3,194,807	4,769,535	3,683,000	199,200	-	-	1,100,000	12,946,542	12,946,542
CIP	40-46	3,214,000	-	75,000	5,490,000	-	-	-	-	5,565,000	5,565,000
<b>Public Works</b>		<b>34,842,891</b>	<b>11,209,183</b>	<b>15,993,836</b>	<b>14,750,000</b>	<b>1,222,300</b>	-	<b>(1,527,745)</b>	<b>1,100,000</b>	<b>42,747,574</b>	<b>42,747,574</b>
Legal	1	250,000	730,890	408,499	-	-	-	(271,862)	-	867,527	867,527
Human Resources	1	-	393,231	271,787	-	-	-	(208,151)	-	456,867	456,867
Electric	64	59,950,446	9,291,426	43,777,358	22,249,698	189,300	-	-	-	75,507,782	75,507,782
Electric Public Purpose	15	1,208,000	-	1,208,000	-	-	-	-	-	1,208,000	1,208,000
<b>Idaho Falls Power</b>		<b>61,158,446</b>	<b>9,291,426</b>	<b>44,985,358</b>	<b>22,249,698</b>	<b>189,300</b>	-	-	-	<b>76,715,782</b>	<b>76,715,782</b>
Mayor	1	-	443,023	103,259	-	2,400	-	(312,331)	-	236,351	236,351
Council	1	-	167,841	437,968	-	-	-	(75,896)	-	529,913	529,913
<b>Mayor &amp; Council</b>		<b>-</b>	<b>610,864</b>	<b>541,227</b>	<b>-</b>	<b>2,400</b>	-	<b>(388,227)</b>	<b>-</b>	<b>766,264</b>	<b>766,264</b>
Community Development	1	1,919,900	1,946,744	750,513	280,000	-	-	-	-	2,977,257	2,977,257
Business Improvement	16	90,000	-	85,000	-	-	-	-	-	85,000	85,000
<b>Community Development</b>		<b>2,009,900</b>	<b>1,946,744</b>	<b>835,513</b>	<b>280,000</b>	<b>-</b>	-	<b>-</b>	<b>-</b>	<b>3,062,257</b>	<b>3,062,257</b>
Airport PFC	13	600,000	-	-	-	-	-	600,000	-	600,000	600,000
Airport	60	4,264,480	1,324,032	2,073,883	1,370,000	35,100	-	-	-	4,803,015	4,803,015
<b>Airport</b>		<b>4,864,480</b>	<b>1,324,032</b>	<b>2,073,883</b>	<b>1,370,000</b>	<b>35,100</b>	-	<b>600,000</b>	<b>-</b>	<b>5,403,015</b>	<b>5,403,015</b>
Fire	1	1,882,109	9,547,489	1,323,848	135,000	500,000	-	(399,840)	-	11,106,497	11,106,497
Ambulance	63	7,325,067	5,934,793	1,528,754	500,000	275,000	-	(28,413)	-	8,210,134	8,210,134
Fire-CIP	48	401,524	-	-	-	-	-	-	-	-	-
<b>Fire Department</b>		<b>9,608,700</b>	<b>15,482,282</b>	<b>2,852,602</b>	<b>635,000</b>	<b>775,000</b>	-	<b>(428,253)</b>	<b>-</b>	<b>19,316,631</b>	<b>19,316,631</b>
Library	12	3,505,098	1,966,999	1,635,078	770,000	300	-	-	-	4,372,377	4,372,377
Police	1	1,233,659	12,498,609	2,510,387	610,441	409,000	-	(797,419)	-	15,231,018	15,231,018
Municipal Services	1	192,600	6,267,368	6,478,297	-	50,200	-	(8,116,415)	-	4,679,450	4,679,450
Civic-CIP	50	750,000	-	(350,000)	1,500,000	-	-	-	-	1,150,000	1,150,000
<b>Municipal Services</b>		<b>942,600</b>	<b>6,267,368</b>	<b>6,128,297</b>	<b>1,500,000</b>	<b>50,200</b>	-	<b>(8,116,415)</b>	<b>-</b>	<b>5,829,450</b>	<b>5,829,450</b>
MERF	14	3,060,500	-	-	6,150,500	-	-	-	-	6,150,500	6,150,500
Worker's Comp-Self Ins	19	1,150,000	-	2,340,000	-	-	-	-	-	2,340,000	2,340,000
Parks	1	2,114,700	4,819,875	2,891,276	539,000	216,600	-	-	-	8,466,751	8,466,751
Recreation	11	1,915,081	1,200,274	674,534	20,000	4,800	-	-	-	1,899,608	1,899,608
Golf	18	2,717,711	1,365,358	965,079	173,000	204,500	-	-	-	2,707,937	2,707,937
Parks-CIP	47	1,440,000	-	-	2,850,000	-	-	-	-	2,850,000	2,850,000
Zoo-CIP	49	300,000	-	-	215,000	-	-	-	-	215,000	215,000
<b>Parks &amp; Recreation</b>		<b>8,487,492</b>	<b>7,385,507</b>	<b>4,530,889</b>	<b>3,797,000</b>	<b>425,900</b>	-	<b>-</b>	<b>-</b>	<b>16,139,296</b>	<b>16,139,296</b>
Unassigned Revenues		38,553,061	-	7,200,000	-	-	-	-	-	-	-
Contingency		-	-	-	-	-	-	-	-	7,200,000	7,200,000
<b>Totals</b>		<b>169,666,827</b>	<b>69,107,135</b>	<b>92,307,356</b>	<b>52,112,639</b>	<b>3,109,500</b>	-	<b>(11,138,072)</b>	<b>1,100,000</b>	<b>206,598,558</b>	<b>206,598,558</b>





## MEMORANDUM

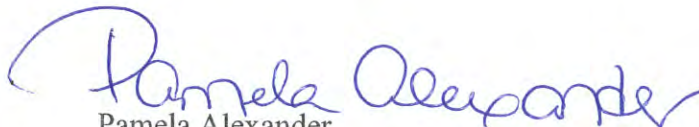
**TO:** Mayor and Council  
**FROM:** Municipal Services Department  
**DATE:** July 23, 2018  
**RE:** Authorization to Issue a Purchase Order for a Replacement Fire Pumper

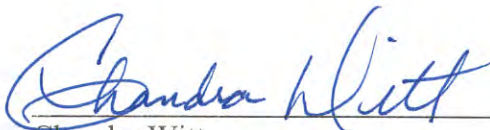
It is the recommendation of the Fire and Municipal Services Departments to request the authorization to issue a purchase order to accept the quote provided by Hughes Fire Equipment, an authorized Pierce Equipment dealer, dated July 18, 2018. The attached quote is for one Pierce Enforcer Pumper GG419 for a lump sum amount of \$508,970.00, including discounts offered for pre-payments as per the attached Pierce proposal.

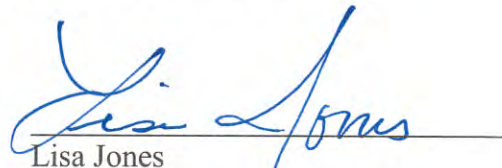
Upon City Council approval, General Services will issue a purchase order to Hughes Fire Equipment, Inc., to initiate the purchase using the Public Procurement Authority (PPA) Request for Proposal (RFP) #1420.

This purchase will replace City of Idaho Falls Fire Unit #418, a 2005 Pierce Fire pumper that has reached its useful life and scheduled for replacement. Funds to purchase the replacement pumper is budgeted in the 2018/2019 Municipal Equipment Replacement Fund budget.

Respectfully,

  
Pamela Alexander  
Municipal Services Director

  
Chandra Witt  
General Services Administrator

  
Lisa Jones  
Purchasing Agent





Idaho Falls Fire Department, ID  
One (1) Enforcer Pumper GG419  
Build Location: Appleton, Wisconsin

Proposal Price	529,601.00
Less chassis progress payment discount	(8,103.00)
The chassis progress payment in the amount of \$270,093.00 will be due three (3) months prior to the ready for pick up from the factory date.	
Less payment upon completion @ factory discount	(4,644.00)
* Deduct for 100% pre-payment due 10/31/18	(7,884.00)
If this option is elected, the discount is in addition to the chassis progress payment discount and the payment upon completion at the factory discount.	
Subtotal including all pre-pay discounts	508,970.00

Terms:

Based on Pierce's current delivery schedule the unit would be ready for delivery from factory within 9.5 to 12.5 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order.

A performance bond will be provided.

The above quote is subject to change.

An invoice will be provided 30 days prior to the chassis payment due date if elected.

If payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the unit leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

An invoice will be provided upon order processing for the 100% prepayment if elected. The 100% Prepayment discount is based on payment made no later than October 31, 2018.

The Purchasing Documents will be between Hughes Fire Equipment and the customer.

The proposal price is based on the unit being purchased through FireRescue GPO / NPPGov. This pricing is only valid for a FireRescue GPO / NPPGov purchase on PPA MPA for RFP No. 1420 no later than July 31, 2018.

Transportation of the unit to be driven from the factory is included in the pricing. However, if we are unable to obtain necessary permits, due to the weight of the unit, and the unit must be transported on a flat bed, additional transportation charges will be the responsibility of the purchaser. We will provide pricing at that time if necessary.

Two (2) factory inspection trips for two (2) fire department customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer. Airfare, lodging and meals while at the factory are included. If the Department elects to forgo an inspection trip \$1,850.00 per traveler (per trip) will be deducted from the final invoice.