



**CITY COUNCIL MEETING**  
**Thursday, September 13, 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 Office of the Mayor:**
    - 1) Appointment of Josh Roos to City Treasurer
  - B. **Items from Municipal Services:**
    - 1) Treasurer's Report for the month of July, 2018
    - 2) Idaho Falls Civic Center for the Performing Arts Pledge from the William J. & Shirley A. Maeck Family Foundation
    - 3) Purchase of Meter Inventory for Idaho Falls Power
    - 4) Purchase of Conductor Cable for Idaho Falls Power
  - C. **Item from Idaho Falls Power:**
    - 1) Easement Assignment to Rocky Mountain Power
  - D. **Items from the City Clerk:**
    - 1) Minutes from the July 23, 2018 Council Work Session; July 30, 2018 Special Council Meeting; August 6, 2018 Council Work Session; and, August 9, 2018 Idaho Falls Power Board Meeting
    - 2) License Applications, including a Beer license to Fiesta Cancun, The House Bar and Grill, and a Beer license transfer to Shilo Idaho Falls Restaurant, 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. Public Works**

**1) Council Discussion of Communication to the Public Regarding South Boulevard Project**

RECOMMENDED ACTION: Discussion only, no action desired.

**B. Municipal Services**

**1) Ordinance to Adopt Changes to Title 6, Chapter 3, Temporary Child Care Licensing:** Municipal Services requests authorization to adopt changes to Title 6, Chapter 3, Temporary Child Care Licensing. Idaho Code §39-1108 requires Idaho's cities that regulate child care services to maintain a criminal background check as stringent as the State of Idaho's requirements. The Idaho Department of Health now requires that all child care workers and on-site non-providers receive a cleared criminal history background check prior to licensure. This authorization will remove Section 1, 6-3-4. (B) 6 and (C) 4 from the City's child care regulations in compliance with Idaho Code §39-1108.

RECOMMENDED ACTION: To approve the Ordinance adopting changes to Title 6, Chapter 3, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

**C. Fire Department**

**1) Bonneville County Ambulance Contract:** For consideration is the 2018/19 Ambulance Service Contract with Bonneville County. This year's contract includes changes that reflect a six percent (6%) increase to the base fee. This year we also have added an additional \$400.00 in the monthly lease agreement to cover the cost of utilities in Swan Valley.

RECOMMENDED ACTION: To approve the ambulance contract with Bonneville County and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**D. Police Department**

**1) School Resource Officer Agreement:** For consideration is the School Resource Officer Agreement with Idaho Falls School District #91. The Idaho Falls Police Department provides sworn officers to work as School Resource Officers within Idaho Falls School District #91 schools. This continued agreement provides for a 50% reimbursement for one of the officers and 70% for the other two officers to be paid by School District #91. This agreement is the same as approved by the Council last year with a change of dates to make it affective during school year 2018-2019, and the addition of one officer at the 50% reimbursement rate.

RECOMMENDED ACTION: To approve the School Resource Officer Agreement and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

#### **E. Parks and Recreation**

**1) Amendment of Title 8, Chapter 11 of the City Code in Regards to Cemeteries:** The Parks and Recreation Department respectfully requests amendment of Title 8, Chapter 11 of the City Code to include changes in various definitions, regulations of grave lots and spaces, gravestones, and burial schedules, etc. in order to bring more consistency and predictability to cemetery uses and procedures.

RECOMMENDED ACTION: To approve the Ordinance amending Title 8, Chapter 11, 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) Agreement for Purchase and Sale of Water Right:** For consideration is an agreement for the purchase and sale of the water right between Walker Land & Cattle, LLC and the City of Idaho Falls. Walker Land & Cattle, LLC desires to sell and the City of Idaho Falls desires to buy a 15-acre portion of the Water Right No. 35-13314 for use at Noise Park in the amount of \$82,500.

RECOMMENDED ACTION: To approve the agreement for the purchase and sale of the water right, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**3) Change Order No. 1 for the Myers Anderson agreement for the Maeck Zoo Education Center:** For consideration is Change Order No. 1 in the amount of \$68,089.73 for RC Heavy Haul, sub-contractor to Petra, Inc. the general contractor on the Maeck Zoo Education Center project. This change order will include supply, installation and relocation of a 200-foot section of storm water piping, supply and installation of a water meter and pit, and supply and replacement of two existing manholes. It also provides an additional new sectionalizing cabinet.

RECOMMENDED ACTION: To approve Change Order No. 1 in the amount of \$68,089.73, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**4) Veterinary Services Independent Contractor Agreement:** For consideration is an independent contractor agreement renewal between the City of Idaho Falls and Dr. Rhonda Aliah for the purposes of providing veterinary services at the Idaho Falls Zoo at Tautphaus Park from October 1, 2018 through September 30, 2019.

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

#### **F. Community Development Services**

**1) Electric Line Extension Fee Waiver, Bonneville Hotel:** For consideration is a request to waive the electric line extension fees for the Bonneville Hotel. The property is within the area designated for fee waivers by resolution 2016-29. The total fees, including materials and labor totaled \$61,911.79. Of that amount, \$23,228.90 is directly related to the hotel. The remaining amount is for burying the lines in the alley. To be consistent with other recent waivers downtown, staff recommends waiving \$38,382.89 for the alley work. The applicant would like to request the remaining \$23,228.90 be waived as well.

RECOMMENDED ACTION: To approve the Electric Line Extension Fee Waiver for the Bonneville Hotel (or take other action deemed appropriate).

**2) Professional Services Contract with Stantec for Management of EPA Brownfields Grant:** For consideration is a contract with Stantec Consulting Services, Inc. for assistance in management of the recently awarded EPA Brownfields grant. Stantec was instrumental in helping write the grant and language in the contract for grant preparation indicated that if the grant was successful, the City intended to proceed with a contract for management of the grant. The contract is for an amount not to exceed \$549,500. The full grant amount is \$600,000 but it is expected that the City will retain a portion of the grant to cover staff efforts in administration.

RECOMMENDED ACTION: To approve the Professional Services Contract with Stantec, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**3) Annexation and Initial Zoning of HC, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 17.883 acres, SE ¼ Section 9, T 2N, R 38E:** For consideration is the application for Annexation and Initial Zoning of HC, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 17.883 acres, SE ¼ Section 9, T 2N, R 38E. The Planning and Zoning Commission considered this item at its June 19, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Ordinance annexing M&B: 17.883 acres, SE ¼ Section 9, 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 (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for M&B: 17.883 acres, SE ¼ Section 9, T 2N, R 38E, and give authorization for the Mayor to execute the necessary documents.
- c. To assign a Comprehensive Plan Designation of Commercial and to approve the ordinance establishing the initial zoning for M&B: 17.883 acres, SE ¼ Section 9, T 2N, R 38E as HC Zone, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance), that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning Office.



- d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of HC Zone for M&B: 17.883 acres, SE ¼ Section 9, T 2N, R 38E, and give authorization for the Mayor to execute the necessary documents.

**4) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Park Place Division No. 5:** For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Park Place Division No. 5. The Planning and Zoning Commission considered this item at its April 3, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Development Agreement for Park Place Division No. 5, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To approve the Final Plat for Park Place Division No. 5, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Park Place Division No. 5, and give authorization for the Mayor to execute the necessary documents.

**5) Public Hearing – Rezone to Remove a PT Overlay, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards:** For consideration is the application for rezoning property from LC and R1 with a PT overlay to LC and R1 without the PT overlay, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lots 1-4, and a portion of Lot 5, Block 1, Television Park Addition Division 1, Lots 18-21 & 24-27, Block 2, Lots 9-13, Block 3, 1st Amended Anderson-Jeppson Addition. The Planning and Zoning Commission considered this item at its August 7, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Ordinance rezoning Lots 1-4, and a portion of Lot 5, Block 1, Television Park Addition Division 1, Lots 18-21 & 24-27, Block 2, Lots 9-13, Block 3, 1st Amended Anderson-Jeppson Addition, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the rezoning of Lots 1-4, and a portion of Lot 5, Block 1, Television Park Addition Division 1, Lots 18-21 & 24-27, Block 2, Lots 9-13, Block 3, 1st Amended Anderson-Jeppson Addition, and give authorization for the Mayor to execute the necessary documents.

**6) Public Hearing – Zoning Ordinance Amendments:** For consideration is an ordinance amending various sections of the zoning ordinance. The changes include adding language back into the code that was inadvertently omitted, clarifying the conditional use permit process and responsibilities, and clarifying language regarding caretaker dwellings, density calculations, and enforcement. The Planning and Zoning Commission considered this item at its August 7, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

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

6. **Announcements and Adjournment.**

**CONSENT**

**AGENDA:**



# Memorandum

**To:** Idaho Falls City Council  
**From:** Rebecca Casper, Mayor  
**Date:** August 29, 2018  
**Re:** Treasurer Appointment

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I respectfully request City Council approval for the appointment of Josh Roos to the position of City Treasurer. For your insight, I have attached both a resume and the application Mr. Roos submitted with when he applied for the position along with a memorandum from Director Alexander. If approved, he would start shortly after official appointment and completion of a brief transition phase that will allow him to train and orient his successor at Idaho Falls Power when he is currently employed as a Design Technician.

As you may know, the Treasurer position is a statutory one which includes fulfillment of periodic reporting requirements. But in Idaho Falls, the post also requires management of the staff serving in the cashier's office, the collections office and the utility billing office. The treasurer has oversight over all collections throughout the city. The City Treasurer also manages the city's investment portfolio. This includes working closely with area financial institutions as well as the City's Investment and Finance Committee—of which the treasurer is a member. As I evaluated Mr. Roos' potential to serve in each of these diverse roles, I feel confident that he has the qualities that will make him invaluable in each.

As you know, Director Pam Alexander serves as the supervisor for the City Treasurer. As such, she led a thorough hiring and selection process. The attached memo outlines this in detail. In addition, Council President Hally, a member of the city's Investment and Finance Committee along with Councilman Radford, liaison to Municipal Services, and I all met with the two finalist candidates. After that meeting, we were unified in our conviction that Josh was the best fit for the Treasurer position.

I encourage you to cast a supporting vote for Mr. Roos so that he may join the ranks of other highly qualified city employees. I expect each of you will have the opportunity

to meet him shortly after he begins serving in the position—likely when the Financial Team presents the next quarterly financial report.

Please let me know if you have any additional questions prior to the ratification vote.

## EMPLOYMENT APPLICATION



City of Idaho Falls  
 700 Park Avenue  
 PO Box 50220  
 Idaho Falls, Idaho - 83405-0220  
<http://www.idahofallsidaho.gov/> (<http://www.idahofallsidaho.gov/>)  
 Roos, Joshua, B  
 City Treasurer

## For Official Use Only:

QUAL: \_\_\_\_\_

DNQ: \_\_\_\_\_

☐ Experience☐ Training☐ Other: \_\_\_\_\_

## PERSONAL INFORMATION

## POSITION TITLE:

City Treasurer

## Job Number:

2018-0514

## NAME: (Last, First, Middle)

Roos, Joshua, B

## PERSON ID:

8789034

## Date And Month Of Birth:

02/04

## ADDRESS: (Street, City, State, Zip Code)

4594 East Botanical  
 Idaho Falls, ID 83406

## HOME PHONE:

(208) 339-5810

## ALTERNATE PHONE:

(208) 612-8447

## EMAIL ADDRESS:

jroos@ifpower.org

## NOTIFICATION PREFERENCE:

Email

## DRIVER'S LICENSE:

Yes

State: ID Number:

G\*\*\*\*\*A

LEGAL RIGHT TO WORK IN  
THE UNITED STATES?:☒ Yes ☐ No

## HIGHEST LEVEL OF EDUCATION:

Bachelor's Degree

## PREFERENCES

## MINIMUM COMPENSATION:

\$41.30/hr \$85,904.00/yr

## ARE YOU WILLING TO RELOCATE?

☐ Yes ☐ No ☒ Maybe

## SHIFTS YOU WILL ACCEPT:

Day , Evening , Night , Rotating , Weekends , On Call (as needed)

## WHAT TYPE OF JOB ARE YOU LOOKING FOR?

Regular

## TYPES OF WORK YOU WILL ACCEPT:

Full Time

## OBJECTIVE:

Motivated and result-driven individual seeking employment with the City of Idaho Falls as a Treasurer to use my skills in financial planning, banking, management and computer software.

## EDUCATION

<b>DATES:</b> from January/2004 to May/2009	<b>SCHOOL NAME:</b> Idaho State University	
<b>LOCATION:(City , State)</b> Pocatello, ID	<b>DID YOU GRADUATE?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>DEGREE RECEIVED:</b> Bachelor's
<b>MAJOR/MINOR:</b> Finance		<b>UNITS COMPLETED:</b> 11

### WORK EXPERIENCE

<b>DATES:</b> from March/2015 to Present	<b>EMPLOYER:</b> Idaho Falls Power	<b>POSITION TITLE:</b> Electrical Design Technician
<b>ADDRESS:</b> (Street, City, State, Zip Code): 140 South Capital Idaho Falls, ID 83402		
<b>PHONE NUMBER:</b> 208-612-8447	<b>SUPERVISOR:</b> Richard Malloy - Engineering & Compliance Manager	<b>MAY WE CONTACT THIS EMPLOYER?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>HOURS PER WEEK:</b> 40	<b>SALARY:</b> \$5,101.00	
<b>DUTIES:</b> Receive and review developer site plans and create power designs for both outside contractors and Idaho Falls Power crews. Review and research legal descriptions, easements and ROW acquisitions. Review new power line designs and the relocation of existing electrical facilities with property owners, developers, private engineering firms and other utility companies. Work with fiber optic department to identify project details and locations. Conduct the inspection of trenches, conduit installation, and field electrical inspections. Work closely with the Work Flow Technician and Warehouse manager with project estimates for the public and division management, addressing materials, time and equipment. Create bid documents and quotes for new construction, service changes and relocation of existing electrical facilities. Continue to create and maintain all of the overhead and underground assemblies.		
<b>REASON FOR LEAVING:</b> Current position		
<b>DATES:</b> from March/2011 to March/2015	<b>EMPLOYER:</b> Idaho Falls Power	<b>POSITION TITLE:</b> Work Flow Technician
<b>ADDRESS:</b> (Street, City, State, Zip Code): 140 South Capital Idaho Falls, ID 83405		<b>COMPANY URL:</b> <a href="http://www.idahofallsidaho.gov/city/city-departments/idaho-falls-power.html">http://www.idahofallsidaho.gov/city/city-departments/idaho-falls-power.html</a>
<b>PHONE NUMBER:</b> (208) 612-8356	<b>SUPERVISOR:</b> Bil Knox - Facilities Services Manager	<b>MAY WE CONTACT THIS EMPLOYER?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>HOURS PER WEEK:</b> 40	<b>SALARY:</b> \$3,586.00	

**DUTIES:**

Trained all other City departments on the creation, maintaining and closing of Capital and O&M work orders. Created and maintained over 1000 overhead and underground assemblies that are used by our engineering department and distribution crews for the construction of all power structures. Assist the engineering department in the creation of underground and overhead design maps. Created a work flow process to enhance the productivity between the engineering department and the distribution crews. This new process has saved the City over 2,000 labor hours amounting to more than \$80,000 each year. Reorganized the warehouse inventory to decrease stock levels and to create a more efficient check out process. Created and managed the billings of all accidents, new construction, temporary power, sale of merchandise, service changes and all other billings for the Electrical and Fiber department. Worked closely with the Accounting department to insure that all capital assets were created and retired appropriately. Worked with external auditors with inventory control, purchasing and the work order process. Generated detailed quotes for contractors and collected payment before construction began. Created and maintained multiple spreadsheets for accounting purposes.

**REASON FOR LEAVING:**

Promoted to the position of Design Technician

**DATES:**

from March/1998 to March/2011

**EMPLOYER:**

Sam's Club

**POSITION TITLE:**

Assistant Manager

**ADDRESS:** (Street, City, State, Zip Code):

700 East 17th Street  
Idaho Falls, ID 83404

**COMPANY URL:**

www.samsclub.com

**PHONE NUMBER:**

(208) 529-2300

**SUPERVISOR:**

Cory Asleson - General  
Manager

**MAY WE CONTACT THIS EMPLOYER?**

☒ Yes ☐ No

**HOURS PER WEEK:**

60

**SALARY:**

\$3,750.00

**# OF EMPLOYEES SUPERVISED:**

140

**DUTIES:**

Business Marketer: Obtained new business members by cold calling and conducting sales drives. Trained all associates on the skills needed to sell Sam's Club products and services. Assisted at the member desk when member complaints needed to be resolved. Asset Protection Manager: Ensured that compliance guidelines were being followed and oversaw regulatory visits. Managed our accounting department and assisted with billing and general accounting. Analyzed trends to decrease expenses, damages, lost merchandise and accidents. Responsible for preventing financial loss from theft and fraud within the company. Conducted asset protection, operational audits and investigated to resolve issues related to internal losses, fraud or criminal acts. Assistant Manager: Reviewed the Profit and Loss Statement to create financial and strategic planning. Developed plans and budgets to increase sales and decrease expenses. Analyzed the costs of a project and determined if the project would create an ROI. Evaluated variance reports to stay within our budget. Provided instruction to management and employees on proper member service approaches and techniques to ensure member needs, complaints, and issues were successfully resolved. Trained all associates and managers on their essential job functions.

**REASON FOR LEAVING:**

Better opportunity at Idaho Falls Power

**CERTIFICATES AND LICENSES****TYPE:**

AutoCAD 2012 Essentials

**DATE ISSUED:**

March 2012

**EXPIRATION DATE:**

No expiration

**NUMBER:****ISSUING AGENCY:**

Certified  
Staffing  
Solutions



**TYPE:**

Advanced Microsoft Excel

**DATE ISSUED:**

December 2011

**EXPIRATION DATE:**

No expiration

**NUMBER:****ISSUING AGENCY:**Eastern  
Idaho  
Technical  
College**TYPE:**

Comprehensive Staking Technician Certification Program

**DATE ISSUED:**

February 2017

**EXPIRATION DATE:**

No expiration

**NUMBER:****ISSUING AGENCY:**Northwestern  
Public Power  
Association**SKILLS****OFFICE SKILLS:**Typing: 40 WPM  
Data Entry: 6000 KPH**OTHER SKILLS:**Microsoft Office - Expert - 15 years, 0 months  
Cayenta software - Expert - 4 years, 0 months**LANGUAGE(S):**

Nothing Entered For This Section

**SUPPLEMENTAL INFORMATION****Honors & Awards**

Eagle Scout

**Volunteer Experience**

Scout Leader Athletic Coach Church Leader ICUA Treasurer

**REFERENCES****REFERENCE TYPE:**

Professional

**NAME:**

Richard Malloy

**POSITION:**

Engineering and Compliance Manager

**ADDRESS:** (Street, City, State, Zip Code)**EMAIL ADDRESS:**

rmalloy@ifpower.org

**PHONE NUMBER:**

(208) 612-8428

**REFERENCE TYPE:**

Personal

**NAME:**

Nathan Johns

**POSITION:****ADDRESS:** (Street, City, State, Zip Code)

<b>EMAIL ADDRESS:</b> nbjohns@msn.com		<b>PHONE NUMBER:</b> (208) 346-3482
<b>REFERENCE TYPE:</b> Personal	<b>NAME:</b> Derik Nielsen	<b>POSITION:</b>
<b>ADDRESS:</b> (Street, City, State, Zip Code)		
<b>EMAIL ADDRESS:</b> nielsenad@msn.com		<b>PHONE NUMBER:</b> (208) 709-1533
<b>REFERENCE TYPE:</b> Professional	<b>NAME:</b> Barb Sanderson	<b>POSITION:</b> Accountant
<b>ADDRESS:</b> (Street, City, State, Zip Code)		
<b>EMAIL ADDRESS:</b> bsanderson@idahofallsidaho.gov		<b>PHONE NUMBER:</b> (208) 589-3668
<b>REFERENCE TYPE:</b> Professional	<b>NAME:</b> Mark Hagedorn	<b>POSITION:</b> City Controller
<b>ADDRESS:</b> (Street, City, State, Zip Code)		
<b>EMAIL ADDRESS:</b> MHagedorn@idahofallsidaho.gov		<b>PHONE NUMBER:</b> 612-8232

### Agency - Wide Questions

1. Have you previously worked for the City of Idaho Falls?  
Yes
2. Have you ever been charged, convicted of, or entered a plea of guilty, no contest, or had a withheld judgment to a Felony? Convictions are not an automatic bar to employment and the date and seriousness of the crime will be considered. Each situation will be considered on its merits to determine whether the conviction is relevant to the job in question.  
No
3. If you have been convicted of, or entered a plea of guilty, no contest, or had a withheld judgment to a Felony, please explain.
4. Are you related by blood or marriage to any person now employed by the City?  
No
5. If you are related by blood or marriage to any person now employed by the City, provide name of related City employee, employing department (if known), and relationship to you.
6. Have you ever been dismissed or asked to resign from a position?  
No
7. If you have been dismissed or asked to resign from a position, please explain.

8. **Per Idaho Code, Title 65, Chapter 5, the City will afford a preference to employment of veterans. In the event of equal qualifications and experience between candidates for an available position, a veteran who qualifies will be given preference. Please complete the information below; if veteran's preference is claimed, you must attach a copy of your Certificate of Release or Discharge from Active Duty, DD-214, member 4 copy, to this application. For definitions of terms, such as "veteran" and "active duty", refer to Idaho Code § 65-502, 5 U.S.C. § 2108 and 38 U.S.C. § 101.**

I am not eligible or am not claiming veteran's preference.

9. **Have you ever been employed by the City of Idaho Falls using "Veteran's Preference" pursuant to Idaho Code § 65-503 or its successor?**

No

10. **Have you used, possessed, or distributed any type of illegal controlled substance, including but not limited to Marijuana, PCP, LSD, Cocaine, Heroin, Ecstasy, Mushrooms or Methamphetamine, in the past 5 years?**

No

### Job Specific Supplemental Questions

1. **Which best describes your level of education?**

Bachelor's Degree

2. **What best describes your work experience with financial management and investments? Make sure your work experience is documented in the Work History section of the application.**

3-4 years

3. **Are you a Certified City Treasurer?**

No

4. **This position requires that you are bondable. Are you bondable?**

Yes

5. **Do you have a thorough knowledge of State Laws and City Ordinances governing operations and practices of a City Treasurer's Office?**

Yes

6. **If you have a thorough knowledge of State Laws and City Ordinances governing operations and practices of a City Treasurer's Office, please briefly explain how you obtained this knowledge.**

I have read through Idaho State Statutes Chapter 2, 50-208 and all of Chapter 10. I have worked for the City of Idaho Falls for over 7 years.

7. **How many years of accounting experience do you have in municipal government?**

3 to 5 years

8. **How many years of accounting experience do you have with municipal external audits?**

3 to 5 years

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By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of City of Idaho Falls and will not be returned. I understand City of Idaho Falls may contact prior employers and other references. I understand that I must notify the Human Resources Division of any changes in my name, address, or phone number.

This application was submitted by Roos, Joshua, B

**Josh B. Roos**  
4594 Botanical Dr  
Idaho Falls, ID 83406  
(208) 339-5810  
Jroos@ifpower.org

**OBJECTIVE:**

Motivated and result-driven individual seeking employment with the City of Idaho Falls as a Treasurer to use my skills in financial planning, management and computer software.

**HIGHLIGHTS:**

- Completed multiple computer information system classes.
- Expert at creating complex formulas in Microsoft Excel spreadsheets.
- Subject matter expert and trainer of the Cayenta software with over 4 years of experience in Customer Information Systems, Financials and Work Management.
- Organized and detailed oriented in record keeping, filing, billing, receiving and audits.
- Interpersonal communication skills
- Treasurer for the Idaho Consumer Owned Utilities Association Youth Rally
- Experienced with decision making, team management, goal setting, decision making and promoting change

**WORK HISTORY:**

**Idaho Falls Power**, Idaho Falls, Idaho

March 2011-Current

**Work Flow Technician**

- Created and maintained over 1000 overhead and underground assemblies. These assemblies are now used by our engineering department and distribution crews for the construction of all overhead and underground structures.
- Created a workflow process to enhance the productivity between the engineering department and the distribution crews. This new process has saved the city over 2,000 labor hours amounting to more than \$80,000 each year.
- Reorganized the warehouse inventory to decrease stock levels and to create a more efficient check out process. By doing this we were able to decrease inventory levels and decrease year end shrinkage.
- Worked with external auditors with inventory control, purchasing and the work order process.
- Trained all other City departments on the creation, maintaining and closing Capital and O&M Work Orders.
- Created and managed the billings of all accidents, new construction, temporary power, sale of merchandise, service changes and all other billings for the Electrical and Fiber department.
- Worked closely with the Accounting department to insure that all capital assets were created and retired appropriately.

**Electrical Design Technician**

- Receive and review developer site plans and create power designs for both outside contractors and Idaho Falls Power crews.
- Review and research legal descriptions, easements and ROW acquisitions.
- Work closely with the City Engineering department and outside contractors on site plans and power designs.
- Create bid documents and quotes for new construction, service changes and relocation of existing electrical facilities.
- Continue to create and maintain all of the overhead and underground assemblies.

**Sam's Club**, Idaho Falls, Idaho

March 1998-March 2011

**Assistant Manager**

- Reviewed the Profit and Loss Statement to create financial and strategic planning.
- Developed plans and budgets to increase sales and decrease expenses.
- Analyzed the costs of a project and determine if the project would create an ROI.
- Evaluated variance reports to stay within our budget.
- Provided instruction to management and employees on proper member service approaches and techniques to ensure member needs, complaints, and issues were successfully resolved.
- Trained all associates and managers on their essential job functions.

**Asset Protection Manager**

- Ensured that compliance guidelines were being followed and oversaw regulatory visits.
- Managed our accounting team and assisted with billing and general accounting.
- Analyzed trends to decrease expenses, damages, lost merchandise and accidents.
- Responsible for preventing financial loss from theft and fraud within the company.
- Conducted asset protection, operational audits and investigated to resolve issues related to internal losses, fraud or criminal acts.

**EDUCATION:**

B.B.A. Major in **Finance**, Idaho State University      May 2009

- *FIN 431 Financial Modeling*: Built spreadsheets and models for capital budgeting problems, estimated cash flows and calculated cost of equity and debt.
- *FIN 450 Advanced Corporate Financial Management*: Learned concepts of financial statement analysis, credit analysis, cost of capital, financial planning and forecasting.

**Josh B. Roos**  
4594 East Botanical Dr.  
Idaho Falls, ID 83406  
(208) 339-5810  
jroos@ifpower.org

June 7, 2018

To Whom It May Concern:

I am very interested in using my finance, management, customer service and computer skills for the City Treasurer position. As the Work Flow Technician and Design Technician for Idaho Falls Power and previously the Assistant Manager and Compliance Manager for Sam's Club I have acquired many skills that will be a great benefit to you. I have a bachelor of Business Administration with a major in Finance. My job training and schooling has prepared me to do an outstanding job as the City Treasurer.

As the Work Flow Technician I have created many new processes that have helped with the flow of work orders, capital improvement projects, billings, inventory, contributed capital and assemblies. These new processes have saved the City thousands of labor hours and dollars. I work with the current Sungard software on a daily basis with GMBA, Asset Management, Purchasing/Inventory and Work Orders/Facility Management. I have been working with the new Cayenta system for over 4 years with Customer Information Systems, Financials and Work Management. I have over 10 years of finance experience with strategic planning, financial reporting, budgeting, billing, receiving, risk and return and cash flow. I also have over 10 years of supervisor experience.

The adaptation to new challenges, a powerful drive to succeed, and a strong ability to show results are a few of my assets. I set high goals and maintain a proactive attitude while those goals are exceeded. I have the ability for motivating teams while maintaining a high morale. I am outgoing, aggressive, detail oriented and dedicated in all that I do. I have a strong knowledge of computer software with programs like Microsoft Office and I have the ability to learn new software quickly. With my commitment to high standards, I am prepared to fulfill the job responsibilities that you require.

I hope that you will sense my sincere interest in this position. I have much to offer and know that I have what it takes to be an outstanding City Treasurer. I greatly appreciate this opportunity to talk with you about your expectations of me. Thank you for your consideration. I look forward to hearing from you soon regarding this job opportunity.

Sincerely,



Josh B. Roos



## IDAHO FALLS

## MEMORANDUM

**TO:** Mayor Casper

**FROM:** Pamela Alexander, Municipal Services Director 

**DATE:** August 10, 2018

**RE:** Recommended Candidate for City Treasurer's position

On Wednesday, August 8, 2018, an interview panel consisting of Bear Prairie, Idaho Falls Power General Manager, Jennifer Belfield, City of Ammon Treasurer and I interviewed eight candidates for the City Treasurer's position. Marci Hart, Deputy City Treasurer and Councilmember Thomas Hally were unable to participate due to illness and/or physician appointments. Thirty-four applications were received, eight candidates were selected for interviews, three out state; two were local and three internal, City of Idaho Falls employees. Criteria for interview selection was based on the posted job description, specifically:

- Accounting or Finance degree
- Licenses and/or credentials
- Municipal government and/or Treasurer's experience
- Supervisor experience
- External audit experience

I am pleased to submit Josh B. Roos as the interview panel's recommendation for the Treasurer's position. Mr. Roos earned a Bachelor's degree with a major in Finance from Idaho State University. Mr. Roos has been working for Idaho Falls Power since March 2011 currently serving as an Electrical Design Technician. Prior to working for the City of Idaho Falls, Mr. Roos worked at Sam's Club of Idaho Falls for thirteen years as an Assistant Manager and Asset Protection Manager. I have enclosed Mr. Roos' application and resume for your review.

Mr. Roos stood out from the rest of candidates for his ability to communicate his knowledge, skills and abilities he can bring to the position. He also has over thirteen year's supervisory experience. He has an outstanding reputation in the City for portraying a positive and professional attitude as demonstrated by receiving written references from Ms. Barbara Sanderson, retired Senior Accountant with the City of Idaho Falls; Mr. Mike Schluter, Sam's Club Manager (Idaho Falls); as well personal references. Mr. Roos has been an active core team member with the Cayenta project since its inception and is familiar with the Cayenta system modules.

I have scheduled a meet and greet with you and Mr. Roos for Wednesday, August 22 at 9:00 am. Thank you for review and consideration.



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** August 31, 2018

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

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

- Total investments reconciled to the July bank investment statements were reported at \$94,254,332.49, of which \$337,430.64 is designated as cash or equivalent and \$93,916,901.85 were in invested funds.
- Total revenue (receipts) received and reconciled to the general ledger were reported at \$22.3M. The receipt total includes a property tax payment of \$8.4M applied to the general fund.
- Total expenses reconciled to the general ledger were reported at \$11.8M and includes salary and benefits of \$5.5M, operating costs of \$4.7M and capital costs of \$1.6M.

Respectfully,

Pamela Alexander  
Municipal Services Director



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

FUND	BEGINNING CASH AND INVESTMENTS	TOTAL RECEIPTS <sup>(1)</sup>	TOTAL EXPENSES	NEW INVESTMENTS	ENDING BALANCE CASH AND INVESTMENTS
GENERAL	4,540,751.41	10,131,067.78	3,499,657.61	-	11,172,161.58
HEALTH & ACCIDENT INSUR.	2,472,573.43	-	-	-	2,472,573.43
STREET	1,826,154.05	2,248,772.03	410,881.40	-	3,664,044.68
RECREATION	(126,899.87)	303,294.33	128,931.85	-	47,462.61
LIBRARY	1,668,931.60	658,106.41	167,567.90	-	2,159,470.11
AIRPORT PFC FUND	-	-	-	-	-
MUNICIPAL EQUIP. REPLCMT.	16,046,417.50	(180,425.57)	103,042.50	-	15,762,949.43
EL. LT. WEATHERIZATION FD	2,671,566.37	39,794.46	42,336.68	-	2,669,024.15
BUSINESS IMPRV. DISTRICT	86,098.12	26,016.86	-	-	112,114.98
GOLF	(236,023.75)	334,652.80	235,928.22	-	(137,299.17)
GOLF CAPITAL IMPROVEMENT	154,866.17	-	-	-	154,866.17
SELF-INSURANCE FD.	2,887,148.10	115,751.94	43,211.74	-	2,959,688.30
SANITARY SEWER CAP IMP.	1,820,234.77	25,550.20	-	-	1,845,784.97
MUNICIPAL CAPITAL IMP.	1,239,030.26	259,557.34	-	-	1,498,587.60
STREET CAPITAL IMPROVEMENT	1,047,033.90	-	60,365.08	-	986,668.82
BRIDGE & ARTERIAL STREET	475,962.28	4,770.00	-	-	480,732.28
WATER CAPITAL IMPROVEMENT	3,226,745.13	14,570.00	-	-	3,241,315.13
SURFACE DRAINAGE	131,668.99	1,103.49	-	-	132,772.48
TRAFFIC LIGHT CAPITAL IMPRV.	1,226,330.75	31,295.58	2,958.00	-	1,254,668.33
PARKS CAPITAL IMPROVEMENT	234,561.74	208.00	-	-	234,769.74
FIRE CAPITAL IMPROVEMENT	(3,400,594.63)	140,619.18	-	-	(3,259,975.45)
ZOO CAPITAL IMPROVEMENT	891,150.69	-	2,211.20	-	888,939.49
CIVIC AUDITORIUM CAPITAL IMP.	602,476.20	-	4,485.00	-	597,991.20
AIRPORT	2,263,848.84	463,325.07	617,878.61	-	2,109,295.30
WATER	26,235,718.57	797,340.59	801,139.28	-	26,231,919.88
SANITATION	2,096,019.98	396,459.68	294,011.48	-	2,198,468.18
AMBULANCE	(1,868,988.24)	1,182,672.38 <sup>2</sup>	584,594.67	-	(1,270,910.53)
IDAHO FALLS POWER	17,514,490.08	4,507,918.71	4,263,882.49	-	17,758,526.30
IFP RATE STABILIZATION FD	20,100,016.81	-	-	-	20,100,016.81
IFP CAPITAL IMPROVEMENT	11,995,091.90	-	-	-	11,995,091.90
FIBER	-	-	-	-	-
WASTEWATER	712,639.06	890,393.34	584,959.07	-	1,018,073.33
PAYROLL LIABILITY FUND	330,766.33	-	-	-	330,766.33
POOL CASH FUND	(11,886.10)	-	-	-	(11,886.10)
<b>TOTAL ALL FUNDS</b>	<b>118,853,900.44</b>	<b>22,392,814.60</b>	<b>11,848,042.78</b>	<b>-</b>	<b>129,398,672.26</b>

**Footnotes:**

(1) - Property tax allocation of \$8.4M for general fund; \$232,766 for Recreation fund; \$648,327 for Library and \$1.2M for Street fund.

(2) Includes electronic deposits from Wittman (ambulance) collections were not included as cited on June's Treasurer's Report.



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** September 6, 2018

**RE:** Idaho Falls Civic Center for the Performing Arts Pledge from the William J. & Shirley A. Maeck Family Foundation

Municipal Services respectfully requests Mayor and Council authorization for the Idaho Falls Civic Center for the Performing Arts to accept the Maeck Family Foundation pledge for purchase and installation of a gala mechanical orchestra lift for a sum not to exceed \$257,000 or the lessor of the amount after the final costs of the Phase I renovation. The gala mechanical orchestra lift will replace the current manual orchestra lift that is ten years old.

Respectfully,

Pamela Alexander  
Municipal Services Director

**WILLIAM J. & SHIRLEY A.  
MAECK FAMILY FOUNDATION**

**432 SHOUP AVENUE  
IDAHO FALLS ID 83402  
PH: (208) 524-4200**

SEPTEMBER 10, 2018

MAYOR REBECCA CASPER  
CITY OF IDAHO FALLS  
308 CONSTITUTION WAY  
IDAHO FALLS ID 83402

DEAR MAYOR CASPER

In recognition of our commitment to the values and mission of the Idaho Falls Civic Center for the Performing Arts, subject to the conditions below, the William J and Shirley A Maeck Family Foundation, hereby pledge and agree to give the Idaho Falls Civic Center for the Performing Arts, for purchase and installation of the Gala Orchestra Lift, the sum not to exceed \$257,000.00 **or the lessor of the amount after the final costs of the Phase I renovation.**

As a condition of this pledge, the Idaho Falls Civic Center for the Performing Arts agrees to provide to the William J & Shirley A Maeck Family Foundation, a written monthly progress report on the construction of the orchestra pit within fifteen days of the end of each month until the orchestra pit is completed. This report is to include the costs of construction incurred to date, the percentage of the construction completed, the estimated costs to complete the orchestra pit and the anticipated completion date. If questions arise after review of the monthly report, additional written information will be provided to answer the question(s).

---

Terri Frickey, Trustee  
William J & Shirley A Maeck Family  
Foundation

---

Mayor Rebecca Casper  
City of Idaho Falls



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** September 4, 2018

**RE:** Idaho Falls Power Meter Inventory

It is the recommendation of Municipal Services Department and Idaho Falls Power to purchase additional meters through Elster Solutions, LLC. Elster Solutions is honoring a price of \$80.00 per meter, a \$21.00 reduction to the previous price provided in March 2018. This purchase was reviewed and approved by the City Attorney. In addition, Elster Solutions issued a credit memo for \$35,000 due to issues experienced with the last shipment of meters received. The total cost of the 4,000 meters, including the credit memo for \$35,000 is \$285,000. Funds to purchase the meters are budgeted in the Idaho Falls Power 2017/2018 budget.

Respectfully,

Pamela Alexander  
Municipal Services Director

Lisa Jones  
Purchasing Agent

Chandra Witt  
General Services Administrator



Elster Solutions, LLC  
208 South Rogers Lane  
RALEIGH NC 27610  
USA

Page 1 of 1  
08-09-2018 11:33:16

## Credit Memo

**Bill-To-Party**

Idaho Falls Power  
Attn: Mark Reed  
PO Box 50220  
IDAHO FALLS ID 83405

**Invoice Number**

1600002559

**Invoice Date**

08-09-2018

**P.O.****Customer No.**

0001001083

**Invoice Amt.**

35,000.00 USD

**Term of Payment**

Payable Immediately

**Remit Payment To**

Elster Solutions, LLC  
PO Box 27858  
CHICAGO IL 60673-1274  
USA

Assignment No	Text Description	Cust.Ref.Item	Total Amount
20180809	IFP - U6 Resolution Credit Memo		35,000.00



208 S. Rogers Lane  
Raleigh, NC 27610

(919) 212-4700  
<http://www.honeywell.com>

**Honeywell EnergyAxis™ Advanced Metering Infrastructure**

Honeywell Price Proposal for Idaho Falls Power (REXU Meters)

**Hardware**

Item #	Description	Qty	Unit Price	Ext. Price
1	REXU with EA_LAN (Form 2S, Disconnect)	3,000	\$101.00	<u>\$303,000</u>
	Subtotal - Electric Meters (Residential)			<u>\$303,000</u>

Total - Hardware, Software, and Program Delivery Services

**\$303,000**

Pricing Notes and Assumptions

*All Pricing Should Be Considered Proprietary and Confidential to Honeywell.*

**Price Validity:** All pricing is valid for 180 days from date of RFP submission.

**Sales Tax:** Pricing for proposed hardware, software, and services does not include sales tax.

**INCOTERMS:** Hardware pricing is FOB Destination, freight prepaid.

**Warranty:** Pricing assumes 24 month warranty (30 months from mfg. date) for all Honeywell-manufactured electric meters.





## MEMORANDUM

**TO:** Mayor and City Council

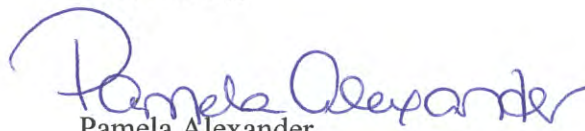
**FROM:** Municipal Services Department

**DATE:** September 5, 2018


**RE:** Purchase of Conductor Cable for Idaho Falls Power

It is the recommendation of Municipal Services and Idaho Falls Power to purchase additional conductor cable through Codale Electric Supply, Inc. Codale Electric Supply has agreed to honor their bid prices from March 2018 as per State Statute §67-2805. This purchase was reviewed and approval by the City Attorney. The total cost of \$167,270.40 and is under the \$200,000 threshold for Public Works projects. Funds to purchase the conductor cable is budgeted in the Idaho Falls Power 2017/2018 budget.

Respectfully,

  
Pamela Alexander  
Municipal Services Director

  
\_\_\_\_\_  
Lisa Jones  
Purchasing Agent

  
\_\_\_\_\_  
Chandra Witt  
General Services Administrator

**From:** [johngr@codale.com](mailto:johngr@codale.com) [mailto:[johngr@codale.com](mailto:johngr@codale.com)]

**Sent:** Monday, August 27, 2018 1:54 PM

**To:** John Grace

**Subject:** Bid S6466457 PO# 1100 / 3C PARAL Job Name 1100 / 3C PARAL

## Quotation

Quote Date	Quote Number
08/23/2018	S6466457

QUOTE TO:  
CITY OF IDAHO FALLS  
PO BOX 50220  
ACCOUNTS PAYABLE  
IDAHO FALLS, ID 83405  
(208)529-1224

SHIP TO:  
CITY OF IDAHO FALLS/ POWER  
WAREHOUS  
140 S CAPITAL  
IDAHO FALLS POWER WAREHOUSE  
IDAHO FALLS, ID 83402  
208-529-1224

Customer Number	Customer Order Number	Job Name	Quoted To	
31090	1100 / 3C PARAL	1100 / 3C PARAL	BIL KNOX	
Salesperson	Ship Via	Freight Allowed	Expiration Date	
John Grace	UTILITY SPECIAL	Yes	09/06/2018 11:59pm MT	
Order Qty	UPC	Description	Net Prc	Ext Prc
21120ft		OKONITE 160-23-9590 1100MCM ALUMINUM 15KV URD EPR 1/6 NEUTRAL 220MIL 133% INSULATION ***** PARALLEL COST PER FOOT \$23.76 EA ***** 3 CONDUCTOR CABLE MADE AT FACTORY VARIOUS PUTUPS AS SPECIFIED BY CITY OF IDAHO FALLS. LENGTHS DETAILED BELOW: 2 REELS @ 890FT EA/ 3C 2670' EACH ** REEL DIMENSIONS 84X54X48 ** 3 REELS @ 830FT EA/ 3C 2490' EACH ** REEL DIMENSIONS 84X54X48 ** 1 REEL @ 780FT EA/ 3C 2340' EACH ** REEL DIMENSIONS 84X54X48 ** 1 REEL @ 750FT EA/ 3C 2250' EACH ** REEL DIMENSIONS 78X48X42 ** 1 REEL @ 680FT EA/ 3C 2040' EACH ** REEL DIMENSIONS 72X48X36 **	7920.000/M	167270.40



		1 REEL @ 560FT EA/ 3C 1680' EACH ** REEL DIMENSIONS 72X48X36 **		
9ea		OKONITE PARALLEL CHARGE N/S Item: Mfg Return Policy Applies	0.000/E	0.00
		***** <i>MATERIAL TO BE RUN IN ORANGEBURG,SC 9-29-18 PRODUCTION RUN. PLEASE ALLOW 2 WEEKS TO SCHEDULE CUTS AND PARALLELING OF MATERIAL DELIVERY TO BE EXPECTED 2-3 WK OF OCTOBER</i> *****		
TAXES NOT INCLUDED			<b>Subtotal</b>	<b>167270.40</b>
			<b>S&amp;H CHGS</b>	<b>0.00</b>
			<b>Total</b>	<b>167270.40</b>

\* All sales subject to Codale's Terms and Conditions (T&C's) available at [//www.codale.com/terms](http://www.codale.com/terms)



## MEMORANDUM

**TO:** Honorable Mayor Casper and City Council  
**FROM:** Bear Prairie, General Manager *Boone*  
**DATE:** September 3, 2018  
**RE:** Consent Agenda: Easement Assignment to Rocky Mountain Power

Attached for your consideration are nine easements that Idaho Falls Power (IFP) gained from county residents along the south side of West 17<sup>th</sup> South between Newman Drive and Bellin Road. Idaho Falls Power acquired these easements for construction of power distribution lines, after working with both City and County property owners to determine the most favorable routing option.

There currently is a Rocky Mountain Power distribution line along the south side of the road and the desire of the utility, county and city is to whenever feasible joint use facilities in order to limit double pole lines on a single road. IFP was required by Rocky Mountain Power to acquire easements needed to rebuild their current line to accommodate the addition of IFP facilities. The attached easements were acquired by IFP staff and will now need to be assigned to Rocky Mountain Power in order to commence with the project.

The City Attorney has reviewed the documents.

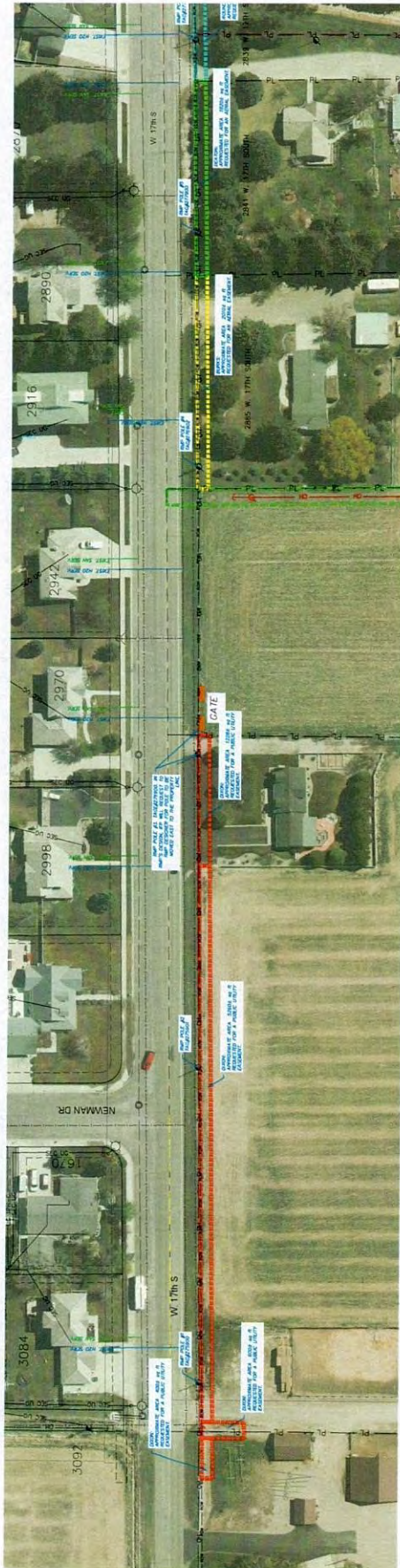
Idaho Falls Power respectfully requests that City Council grant the easements to Rocky Mountain Power and authorize the Mayor to sign the documents.

Attachment

BP/272

C: City Clerk  
City Attorney  
File





# EASEMENT SKETCH

IDAHO FALLS POWER  
WESTSIDE CHIT  
CITY OF IDAHO FALLS (ACQUISITION)  
SECTION 27.2N, R.37E, E.4M

Scale	1" = 50'
Date	JUL 1, 2015
Drawn by	AS
Checked by	AS
Sheet	1 OF 1
Project	IDAHO FALLS POWER WESTSIDE CHIT CITY OF IDAHO FALLS (ACQUISITION) SECTION 27.2N, R.37E, E.4M
Location	1400 SISKIYOU AVE. IDAHO FALLS, ID 83404-0000
Project No.	1400 SISKIYOU AVE. IDAHO FALLS, ID 83404-0000

IDAHO FALLS POWER  
WESTSIDE CHIT  
CITY OF IDAHO FALLS (ACQUISITION)  
SECTION 27.2N, R.37E, E.4M



WHEN RECORDED RETURN TO:

Rocky Mountain Power  
Attn: Property Department  
1407 West North Temple, Suite 110  
Salt Lake City, UT 84116

Project Name: 17 Street IDF12  
RW#2018R044  
1 Andrus Assignment

APPORTIONMENT AND PARTIAL ASSIGNMENT OF  
UTILITY EASEMENT AND ACCESS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho and its Electric Light Department d/b/a Idaho Falls Power ("Assignor"), does hereby apportion, assign, convey and transfer to ROCKY MOUNTAIN POWER, a division of PACIFICORP, an Oregon corporation ("Assignee"), a portion of Assignor's rights, title and interest under that certain "Utility Easement and Access" dated January 31, 2017, between DOUG AND DEANNA ANDRUS, whose address is 2633 W. 17<sup>th</sup> St., Idaho Falls, 83402 as "GRANTOR," and Assignee, as "GRANTEE," and recorded as Bonneville County Instrument No. 1586536 (the "Easement").

The portion of the Easement assigned to Assignee is that portion that is necessary or convenient for Assignee to construct, reconstruct, operate, maintain, repair, replace, enlarge and remove Assignee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation supporting towers, poles, props, guys and anchors, including guys and anchors outside the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets on, over or under the surface of the Premises in Bonneville County, Idaho ("Assignee's Uses").

Assignor expressly reserves unto itself those Easement rights necessary for Assignor to construct, own, operate, maintain, repair and replace one 12,470-volt three-phase electric power circuit and necessary appurtenances, attached to Assignee's facilities located on the Premises; and Assignor hereby apportions, assigns and transfers to Assignee the following rights as set forth in the Easement, to the extent necessary or convenient for Assignee to conduct Assignee's Uses:

A permanent utility and access easement over and across the following described real estate, (hereinafter referred to as the "Premises"), situated in the County of Bonneville, State of Idaho, to-wit:

See Exhibits "A" and "B" for this description

The permanent utility overhang easement may be used for the installation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power lines, transmission, distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto (collectively referred to as the "Facilities"), overhanging the Premises, including access to the facilities.

Together with a right of access to the permanent utility overhang easement over and across GRANTOR's adjacent lands for all activities permitted by the permanent utility overhang easement; and together with the right to keep the Premises clear of all brush, trees, timber, structures, or activities which endanger Assignee's facilities or unreasonably impede Assignee's use of the Premises or Facilities for the purposes set forth above. Such right may be exercised without prior notice to GRANTOR or their heirs, successors or assigns. At no time shall GRANTOR place, use or store on the Premises any equipment or material of any kind that exceeds twelve feet (12') in height, light any fires, or place or store any flammable materials on or within the boundaries of the Premises. Subject to the foregoing limitations, the Premises may be used for cultivation harvesting and storage of agricultural crops, irrigation systems and equipment, landscaping and other purposes not inconsistent with the purposes for which the easement is granted. Assignee may, at GRANTOR'S expense, remove or otherwise abate any structure or activity undertaken by GRANTOR in violation of the foregoing.

This Partial Assignment of Easement shall run with the land. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.







## EXHIBIT A

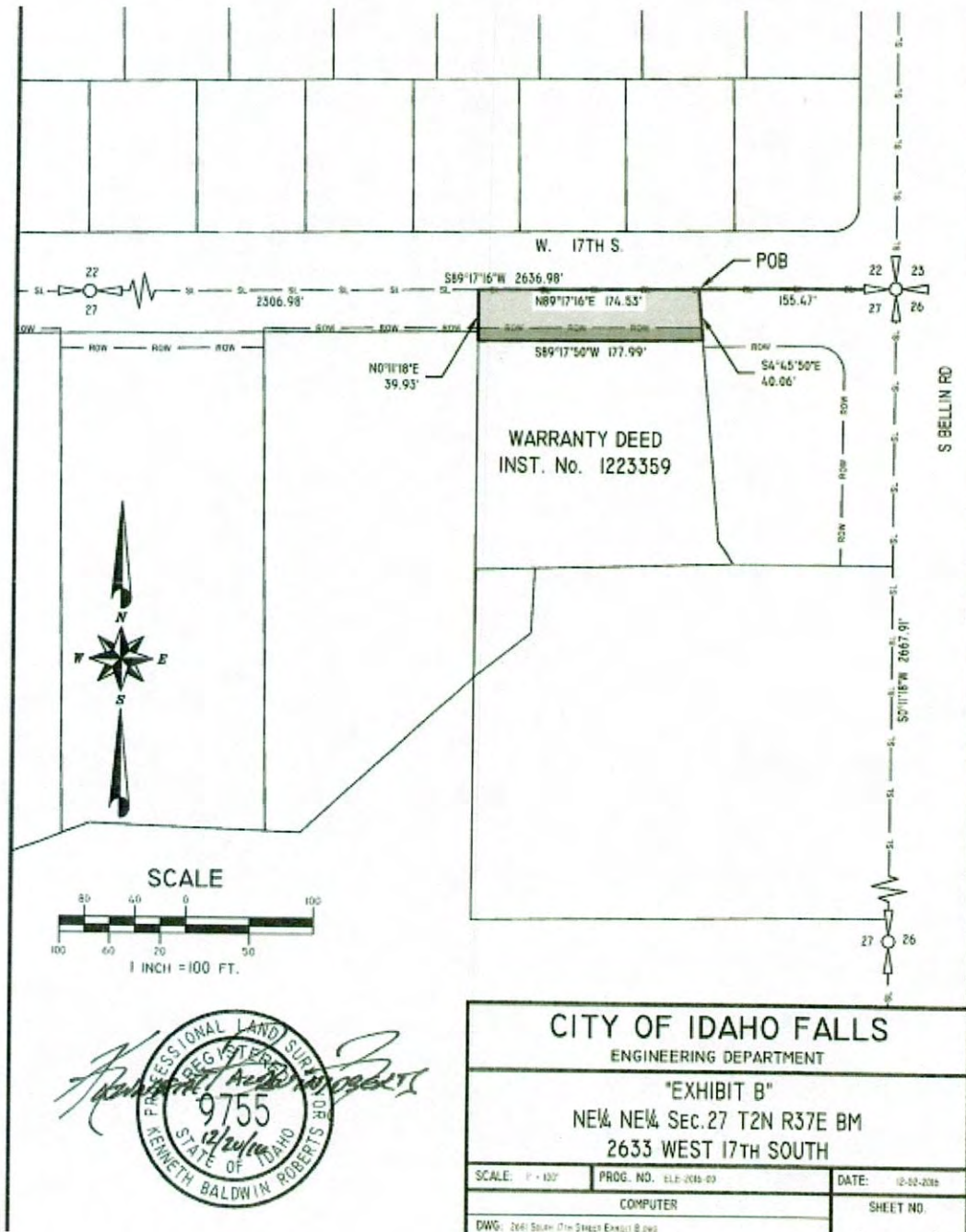
### Legal Description

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27 AND RUNNING THENCE ALONG THE NORTH LINE OF SAID SECTION S89°17'16"W 330.00 FEET TO THE PROJECTED EAST PROPERTY LINE OF QUITCLAIM DEED INSTRUMENT NUMBER 901864 RECORDED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY AND BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID PROJECTED EAST PROPERTY LINE S0°11'18"W 39.93 FEET TO A POINT ON THE EAST PROPERTY LINE OF SAID QUITCLAIM DEED; THENCE S89°17'50"W 169.37 FEET TO THE WEST PROPERTY LINE OF SAID QUITCLAIM DEED; THENCE N0°42'43"W 39.90 FEET ALONG THE PROJECTED WEST PROPERTY LINE TO THE NORTH LINE OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID SECTION N89°17'16"E 170.00 FEET TO THE **TRUE POINT OF BEGINNING**. EXCEPTING THEREFROM THE COUNTY ROAD RIGHT OF WAY.

# EXHIBIT B

## Map





WHEN RECORDED RETURN TO:

Rocky Mountain Power  
Attn: Property Department  
1407 West North Temple, Suite 110  
Salt Lake City, UT 84116

Project Name: 17 Street IDF12  
RW#2018R044  
2 Andrus Assignment

APPORTIONMENT AND PARTIAL ASSIGNMENT OF  
UTILITY EASEMENT AND ACCESS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho and its Electric Light Department d/b/a Idaho Falls Power ("Assignor"), does hereby apportion, assign, convey and transfer to ROCKY MOUNTAIN POWER, a division of PACIFICORP, an Oregon corporation ("Assignee"), a portion of Assignor's rights, title and interest under that certain "Utility Easement and Access" dated January 31, 2017, between ANDRUS DEANNA REVOCABLE TRUST, whose address is 2681 W. 17<sup>th</sup> St., Idaho Falls, 83402, as "GRANTOR," and Assignee, as "GRANTEE," and recorded as Bonneville County Instrument No. 1586535 (the "Easement").

The portion of the Easement assigned to Assignee is that portion that is necessary or convenient for Assignee to construct, reconstruct, operate, maintain, repair, replace, enlarge and remove Assignee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation supporting towers, poles, props, guys and anchors, including guys and anchors outside the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets on, over or under the surface of the Premises in Bonneville County, Idaho ("Assignee's Uses").

Assignor expressly reserves unto itself those Easement rights necessary for Assignor to construct, own, operate, maintain, repair and replace one 12,470-volt three-phase electric power circuit and necessary appurtenances, attached to Assignee's facilities located on the Premises; and Assignor hereby apportions, assigns and transfers to Assignee the following rights as set forth in the Easement, to the extent necessary or convenient for Assignee to conduct Assignee's Uses:

A permanent utility and access easement over and across the following described real estate, (hereinafter referred to as the "Premises"), situated in the County of Bonneville, State of Idaho, to-wit:

See Exhibits "A" and "B" for this description

The permanent utility overhang easement may be used for the installation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power lines, transmission, distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto (collectively referred to as the "Facilities"), overhanging the Premises, including access to the facilities.

Together with a right of access to the permanent utility overhang easement over and across GRANTOR's adjacent lands for all activities permitted by the permanent utility overhang easement; and together with the right to keep the Premises clear of all brush, trees, timber, structures, or activities which endanger Assignee's facilities or unreasonably impede Assignee's use of the Premises or Facilities for the purposes set forth above. Such right may be exercised without prior notice to GRANTOR or their heirs, successors or assigns. At no time shall GRANTOR place, use or store on the Premises any equipment or material of any kind that exceeds twelve feet (12') in height, light any fires, or place or store any flammable materials on or within the boundaries of the Premises. Subject to the foregoing limitations, the Premises may be used for cultivation harvesting and storage of agricultural crops, irrigation systems and equipment, landscaping and other purposes not inconsistent with the purposes for which the easement is granted. Assignee may, at GRANTOR'S expense, remove or otherwise abate any structure or activity undertaken by GRANTOR in violation of the foregoing.

This Partial Assignment of Easement shall run with the land. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.



## EXHIBIT A

### Legal Description

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27 AND RUNNING THENCE ALONG THE NORTH LINE OF SAID SECTION S89°17'16"W 155.47 FEET TO THE PROJECTED EAST PROPERTY LINE OF WARRANTY DEED INSTRUMENT NUMBER 1223359 RECORDED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY AND BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID PROJECTED EAST PROPERTY LINE S4°45'50"E 40.06 FEET TO A POINT ON THE EAST PROPERTY LINE OF SAID WARRANTY DEED; THENCE S89°17'50"W 177.99 FEET TO THE WEST PROPERTY LINE OF SAID WARRANTY DEED; THENCE N0°11'18"E 39.93 FEET ALONG THE PROJECTED WEST PROPERTY LINE TO THE NORTH LINE OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID SECTION N89°17'16"E 174.53 FEET TO THE **TRUE POINT OF BEGINNING**. EXCEPTING THEREFROM THE COUNTY ROAD RIGHT OF WAY.



## Map



WHEN RECORDED RETURN TO:

Rocky Mountain Power  
Attn: Property Department  
1407 West North Temple, Suite 110  
Salt Lake City, UT 84116

Project Name: 17 Street IDF12  
RW#2018R044  
3 Gray Assignment

APPORTIONMENT AND PARTIAL ASSIGNMENT OF  
UTILITY EASEMENT AND ACCESS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho and its Electric Light Department d/b/a Idaho Falls Power ("Assignor"), does hereby apportion, assign, convey and transfer to ROCKY MOUNTAIN POWER, a division of PACIFICORP, an Oregon corporation ("Assignee"), a portion of Assignor's rights, title and interest under that certain "Utility Easement and Access" dated July 13, 2018, between BRIAN GRAY AND CATHERINE J. GRAY, whose address 2753 W. 17<sup>th</sup> St., Idaho Falls, 83402, as "GRANTOR," and Assignee, as "GRANTEE," and recorded as Bonneville County Instrument No. 1586541 (the "Easement").

The portion of the Easement assigned to Assignee is that portion that is necessary or convenient for Assignee to construct, reconstruct, operate, maintain, repair, replace, enlarge and remove Assignee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation supporting towers, poles, props, guys and anchors, including guys and anchors outside the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets on, over or under the surface of the Premises in Bonneville County, Idaho ("Assignee's Uses").

Assignor expressly reserves unto itself those Easement rights necessary for Assignor to construct, own, operate, maintain, repair and replace one 12,470-volt three-phase electric power circuit and necessary appurtenances, attached to Assignee's facilities located on the Premises; and Assignor hereby apportions, assigns and transfers to Assignee the following rights as set forth in the Easement, to the extent necessary or convenient for Assignee to conduct Assignee's Uses:

A permanent utility and access easement over and across the following described real estate, (hereinafter referred to as the "Premises"), situated in the County of Bonneville, State of Idaho, to-wit:

See Exhibits "A" and "B" for this description

The permanent utility overhang easement may be used for the installation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power lines, transmission, distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto (collectively referred to as the "Facilities"), overhanging the Premises, including access to the facilities.

Together with a right of access to the permanent utility overhang easement over and across GRANTOR's adjacent lands for all activities permitted by the permanent utility overhang easement; and together with the right to keep the Premises clear of all brush, trees, timber, structures, or activities which endanger Assignee's facilities or unreasonably impede Assignee's use of the Premises or Facilities for the purposes set forth above. Such right may be exercised without prior notice to GRANTOR or their heirs, successors or assigns. At no time shall GRANTOR place, use or store on the Premises any equipment or material of any kind that exceeds twelve feet (12') in height, light any fires, or place or store any flammable materials on or within the boundaries of the Premises. Subject to the foregoing limitations, the Premises may be used for cultivation harvesting and storage of agricultural crops, irrigation systems and equipment, landscaping and other purposes not inconsistent with the purposes for which the easement is granted. Assignee may, at GRANTOR'S expense, remove or otherwise abate any structure or activity undertaken by GRANTOR in violation of the foregoing.

This Partial Assignment of Easement shall run with the land. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.







## EXHIBIT A

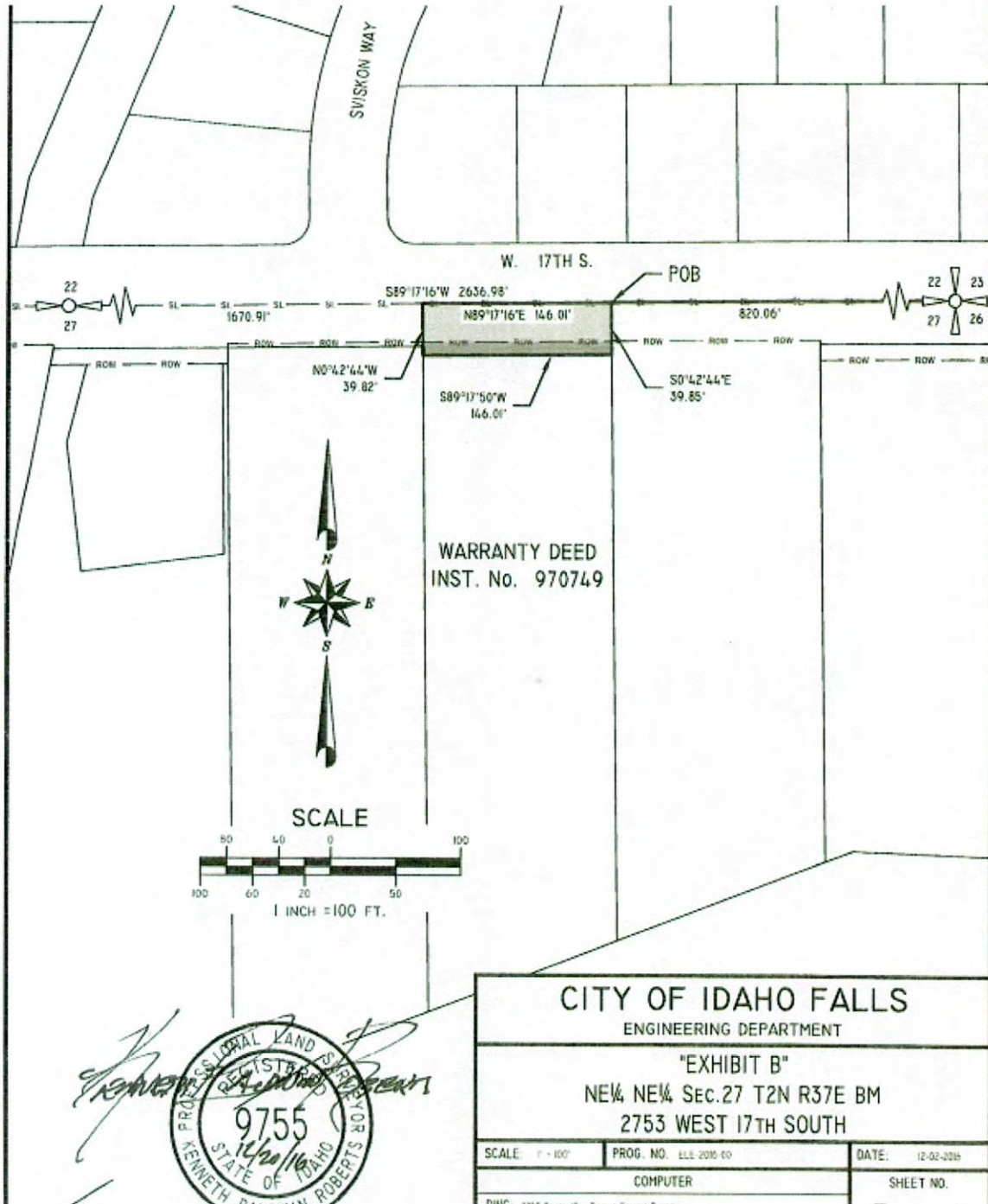
### Legal Description

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27 AND RUNNING THENCE ALONG THE NORTH LINE OF SAID SECTION  $S89^{\circ}17'16''W$  820.06 FEET TO THE PROJECTED EAST PROPERTY LINE OF WARRANTY DEED INSTRUMENT NUMBER 970749 RECORDED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY AND BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID PROJECTED EAST PROPERTY LINE  $S0^{\circ}42'44''E$  39.85 FEET TO A POINT ON THE EAST PROPERTY LINE OF SAID WARRANTY DEED; THENCE  $S89^{\circ}17'50''W$  146.01 FEET TO THE WEST PROPERTY LINE OF SAID WARRANTY DEED; THENCE  $N0^{\circ}42'44''W$  39.82 FEET ALONG THE PROJECTED WEST PROPERTY LINE TO THE NORTH LINE OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID SECTION  $N89^{\circ}17'16''E$  146.01 FEET TO THE **TRUE POINT OF BEGINNING**. EXCEPTING THEREFROM THE COUNTY ROAD RIGHT OF WAY.

# EXHIBIT B

## Map





WHEN RECORDED RETURN TO:

Rocky Mountain Power  
Attn: Property Department  
1407 West North Temple, Suite 110  
Salt Lake City, UT 84116

Project Name: 17 Street IDF12  
RW#2018R044  
4 Hoopes Assignment

APPORTIONMENT AND PARTIAL ASSIGNMENT OF  
UTILITY EASEMENT AND ACCESS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho and its Electric Light Department d/b/a Idaho Falls Power ("Assignor"), does hereby apportion, assign, convey and transfer to ROCKY MOUNTAIN POWER, a division of PACIFICORP, an Oregon corporation ("Assignee"), a portion of Assignor's rights, title and interest under that certain "Utility Easement and Access" dated February 1, 2017, between SIDNEY L. HOOPES, whose address 2775 W. 17<sup>th</sup> St., Idaho Falls, 83402, as "GRANTOR," and Assignee, as "GRANTEE," and recorded as Bonneville County Instrument No. 1545556 (the "Easement").

The portion of the Easement assigned to Assignee is that portion that is necessary or convenient for Assignee to construct, reconstruct, operate, maintain, repair, replace, enlarge and remove Assignee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation supporting towers, poles, props, guys and anchors, including guys and anchors outside the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets on, over or under the surface of the Premises in Bonneville County, Idaho ("Assignee's Uses").

Assignor expressly reserves unto itself those Easement rights necessary for Assignor to construct, own, operate, maintain, repair and replace one 12,470-volt three-phase electric power circuit and necessary appurtenances, attached to Assignee's facilities located on the Premises; and Assignor hereby apportions, assigns and transfers to Assignee the following rights as set forth in the Easement, to the extent necessary or convenient for Assignee to conduct Assignee's Uses:

A permanent utility and access easement over and across the following described real estate, (hereinafter referred to as the "Premises"), situated in the County of Bonneville, State of Idaho, to-wit:

See Exhibits "A" and "B" for this description

The permanent utility overhang easement may be used for the installation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power lines, transmission, distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto (collectively referred to as the "Facilities"), overhanging the Premises, including access to the facilities.

Together with a right of access to the permanent utility overhang easement over and across GRANTOR's adjacent lands for all activities permitted by the permanent utility overhang easement; and together with the right to keep the Premises clear of all brush, trees, timber, structures, or activities which endanger Assignee's facilities or unreasonably impede Assignee's use of the Premises or Facilities for the purposes set forth above. Such right may be exercised without prior notice to GRANTOR or their heirs, successors or assigns. At no time shall GRANTOR place, use or store on the Premises any equipment or material of any kind that exceeds twelve feet (12') in height, light any fires, or place or store any flammable materials on or within the boundaries of the Premises. Subject to the foregoing limitations, the Premises may be used for cultivation harvesting and storage of agricultural crops, irrigation systems and equipment, landscaping and other purposes not inconsistent with the purposes for which the easement is granted. Assignee may, at GRANTOR'S expense, remove or otherwise abate any structure or activity undertaken by GRANTOR in violation of the foregoing.

This Partial Assignment of Easement shall run with the land. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF IDAHO FALLS, IDAHO  
and its Electric Light Department  
d/b/a Idaho Falls Power

ATTEST:

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF IDAHO                    )  
  :ss.  
COUNTY OF BONNEVILLE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me \_\_\_\_\_, who being by me duly sworn did acknowledge that he/she executed the foregoing instrument in his/her official capacity as \_\_\_\_\_ of CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho and its Electric Light Department d/b/a Idaho Falls Power.

\_\_\_\_\_  
*Notary Public*



## EXHIBIT A

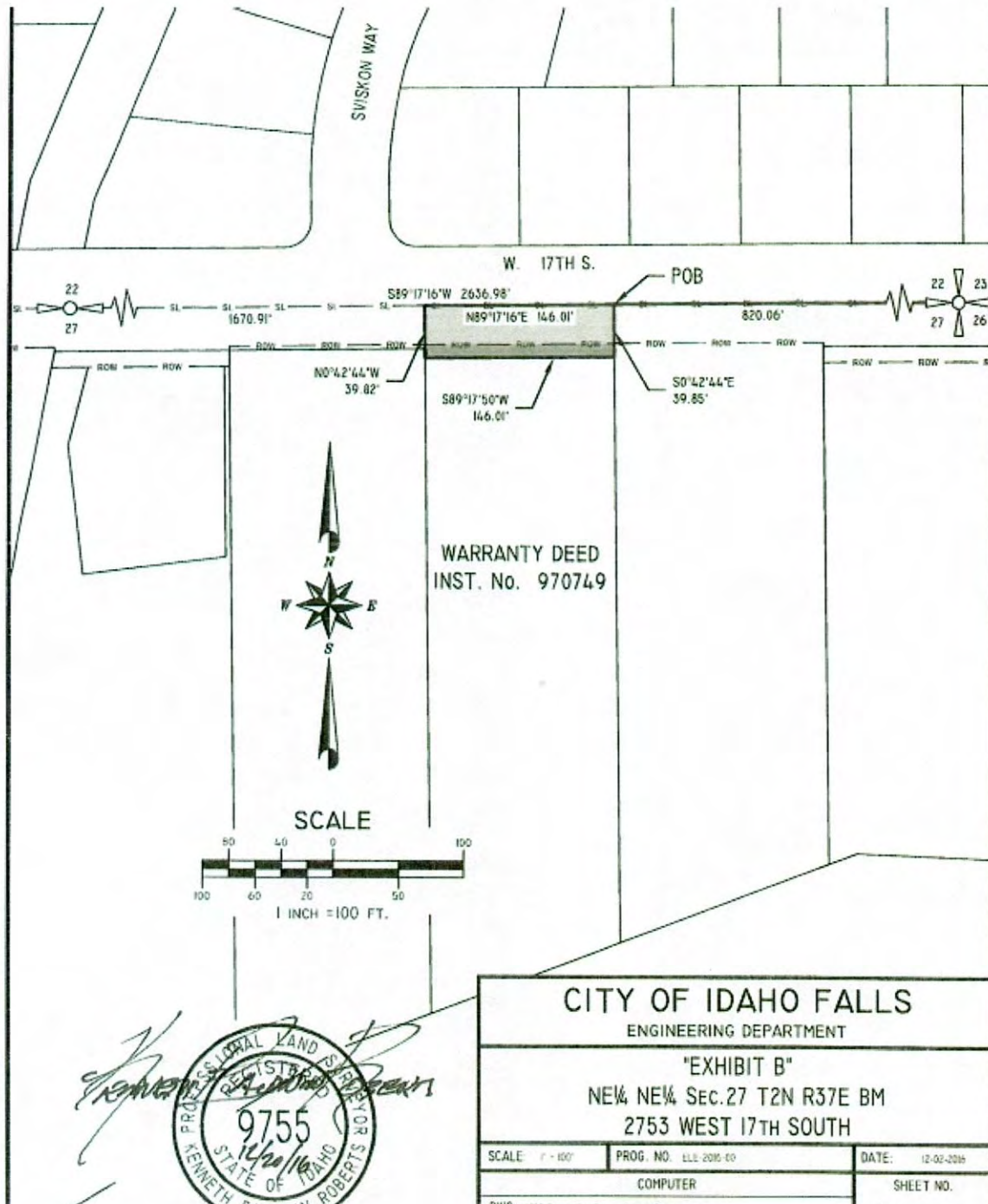
### Legal Description

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27 AND RUNNING THENCE ALONG THE NORTH LINE OF SAID SECTION S89°17'16"W 820.06 FEET TO THE PROJECTED EAST PROPERTY LINE OF WARRANTY DEED INSTRUMENT NUMBER 970749 RECORDED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY AND BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID PROJECTED EAST PROPERTY LINE S0°42'44"E 39.85 FEET TO A POINT ON THE EAST PROPERTY LINE OF SAID WARRANTY DEED; THENCE S89°17'50"W 146.01 FEET TO THE WEST PROPERTY LINE OF SAID WARRANTY DEED; THENCE N0°42'44"W 39.82 FEET ALONG THE PROJECTED WEST PROPERTY LINE TO THE NORTH LINE OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID SECTION N89°17'16"E 146.01 FEET TO THE **TRUE POINT OF BEGINNING**. EXCEPTING THEREFROM THE COUNTY ROAD RIGHT OF WAY.

# EXHIBIT B

## Map





WHEN RECORDED RETURN TO:

Rocky Mountain Power  
Attn: Property Department  
1407 West North Temple, Suite 110  
Salt Lake City, UT 84116

Project Name: 17 Street IDF12  
RW#2018R044  
5 Rounds Assignment

APPORTIONMENT AND PARTIAL ASSIGNMENT OF  
UTILITY EASEMENT AND ACCESS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho and its Electric Light Department d/b/a Idaho Falls Power ("Assignor"), does hereby apportion, assign, convey and transfer to ROCKY MOUNTAIN POWER, a division of PACIFICORP, an Oregon corporation ("Assignee"), a portion of Assignor's rights, title and interest under that certain "Utility Easement and Access" dated March 6, 2017, between LEWIS HAROLD ROUNDS, whose address 12330 CT. N. Jupiter FL 33478, as "GRANTOR," and Assignee, as "GRANTEE," and recorded as Bonneville County Instrument No. 1586537(the "Easement").

The portion of the Easement assigned to Assignee is that portion that is necessary or convenient for Assignee to construct, reconstruct, operate, maintain, repair, replace, enlarge and remove Assignee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation supporting towers, poles, props, guys and anchors, including guys and anchors outside the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets on, over or under the surface of the Premises in Bonneville County, Idaho ("Assignee's Uses").

Assignor expressly reserves unto itself those Easement rights necessary for Assignor to construct, own, operate, maintain, repair and replace one 12,470-volt three-phase electric power circuit and necessary appurtenances, attached to Assignee's facilities located on the Premises; and Assignor hereby apportions, assigns and transfers to Assignee the following rights as set forth in the Easement, to the extent necessary or convenient for Assignee to conduct Assignee's Uses:

A permanent utility and access easement over and across the following described real estate, (hereinafter referred to as the "Premises"), situated in the County of Bonneville, State of Idaho, to-wit:

See Exhibits "A" and "B" for this description

The permanent utility overhang easement may be used for the installation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power lines, transmission, distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto (collectively referred to as the "Facilities"), overhanging the Premises, including access to the facilities.

Together with a right of access to the permanent utility overhang easement over and across GRANTOR's adjacent lands for all activities permitted by the permanent utility overhang easement; and together with the right to keep the Premises clear of all brush, trees, timber, structures, or activities which endanger Assignee's facilities or unreasonably impede Assignee's use of the Premises or Facilities for the purposes set forth above. Such right may be exercised without prior notice to GRANTOR or their heirs, successors or assigns. At no time shall GRANTOR place, use or store on the Premises any equipment or material of any kind that exceeds twelve feet (12') in height, light any fires, or place or store any flammable materials on or within the boundaries of the Premises. Subject to the foregoing limitations, the Premises may be used for cultivation harvesting and storage of agricultural crops, irrigation systems and equipment, landscaping and other purposes not inconsistent with the purposes for which the easement is granted. Assignee may, at GRANTOR'S expense, remove or otherwise abate any structure or activity undertaken by GRANTOR in violation of the foregoing.

This Partial Assignment of Easement shall run with the land. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.





## EXHIBIT A

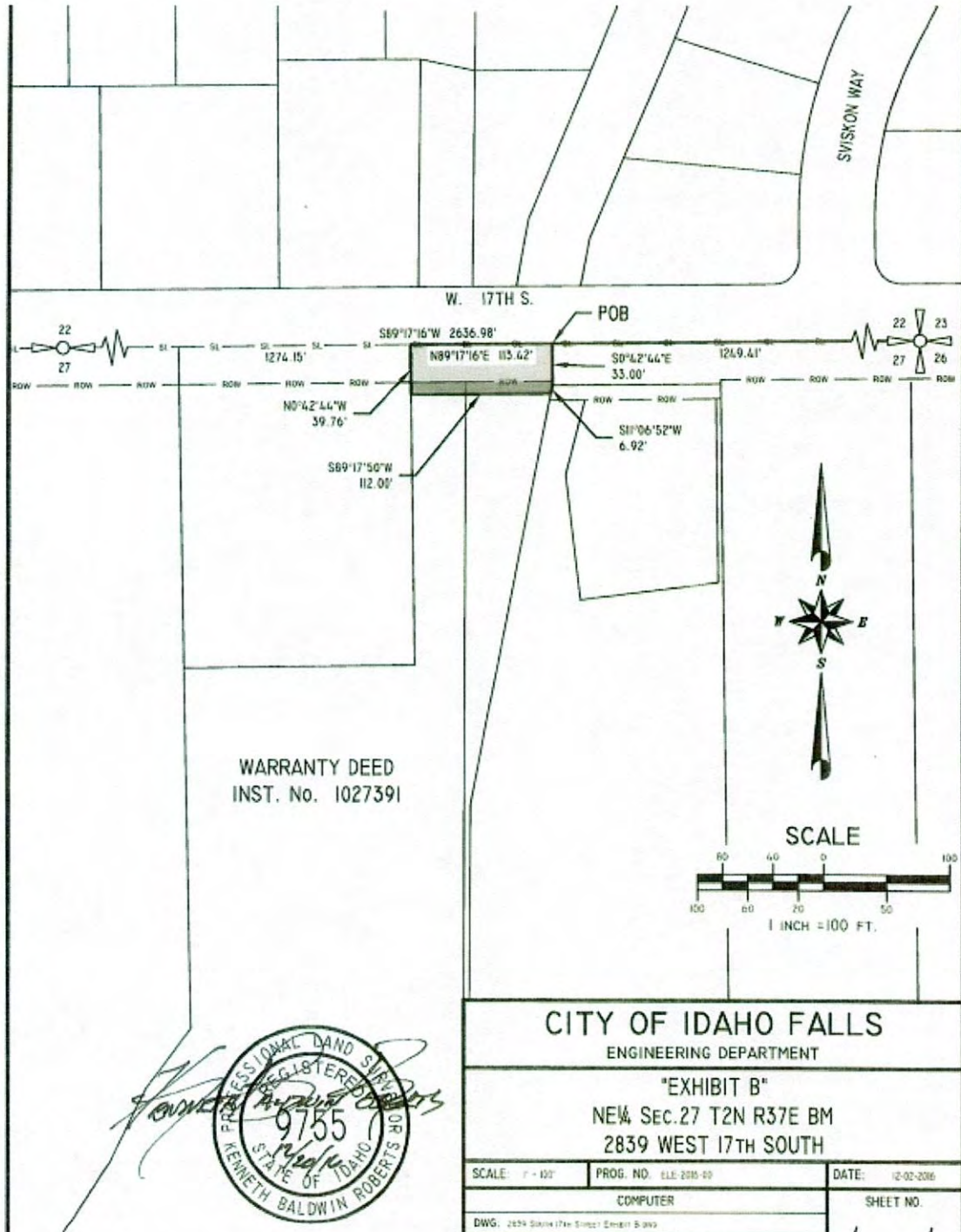
### Legal Description

PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27 AND RUNNING THENCE ALONG THE NORTH LINE OF SAID SECTION S89°17'16"W 1249.41 FEET TO THE PROJECTED EAST PROPERTY LINE OF WARRANTY DEED INSTRUMENT NUMBER 1027391 RECORDED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY AND BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID PROJECTED EAST PROPERTY LINE S0°42'44"E 33.00 FEET TO AN ANGLE POINT ON THE EAST PROPERTY LINE OF SAID WARRANTY DEED; THENCE S11°06'52"W 6.92 FEET ALONG THE EAST PROPERTY LINE OF SAID WARRANTY DEED; THENCE S89°17'50"W 112.00 FEET TO THE WEST PROPERTY LINE OF SAID WARRANTY DEED; THENCE N0°42'44"W 39.76 FEET ALONG THE PROJECTED WEST PROPERTY LINE TO THE NORTH LINE OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID SECTION N89°17'16"E 113.42 FEET TO THE **TRUE POINT OF BEGINNING**. EXCEPTING THEREFROM THE COUNTY ROAD RIGHT OF WAY.

# EXHIBIT B

## Map





WHEN RECORDED RETURN TO:

Rocky Mountain Power  
Attn: Property Department  
1407 West North Temple, Suite 110  
Salt Lake City, UT 84116

Project Name: 17 Street IDF12  
RW#2018R044  
6 Deaton Assignment

APPORTIONMENT AND PARTIAL ASSIGNMENT OF  
UTILITY EASEMENT AND ACCESS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho and its Electric Light Department d/b/a Idaho Falls Power ("Assignor"), does hereby apportion, assign, convey and transfer to ROCKY MOUNTAIN POWER, a division of PACIFICORP, an Oregon corporation ("Assignee"), a portion of Assignor's rights, title and interest under that certain "Utility Easement and Access" dated February 19, 2017, between RICHARD F. AND JENNE L. DEATON, whose address 2841 W. 17<sup>th</sup> South, Idaho Falls, 83402, as "GRANTOR," and Assignee, as "GRANTEE," and recorded as Bonneville County Instrument No. 1586538 (the "Easement").

The portion of the Easement assigned to Assignee is that portion that is necessary or convenient for Assignee to construct, reconstruct, operate, maintain, repair, replace, enlarge and remove Assignee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation supporting towers, poles, props, guys and anchors, including guys and anchors outside the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets on, over or under the surface of the Premises in Bonneville County, Idaho ("Assignee's Uses").

Assignor expressly reserves unto itself those Easement rights necessary for Assignor to construct, own, operate, maintain, repair and replace one 12,470-volt three-phase electric power circuit and necessary appurtenances, attached to Assignee's facilities located on the Premises; and Assignor hereby apportions, assigns and transfers to Assignee the following rights as set forth in the Easement, to the extent necessary or convenient for Assignee to conduct Assignee's Uses:

A permanent utility and access easement over and across the following described real estate, (hereinafter referred to as the "Premises"), situated in the County of Bonneville, State of Idaho, to-wit:

See Exhibits "A" and "B" for this description

The permanent utility overhang easement may be used for the installation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power lines, transmission, distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto (collectively referred to as the "Facilities"), overhanging the Premises, including access to the facilities.

Together with a right of access to the permanent utility overhang easement over and across GRANTOR's adjacent lands for all activities permitted by the permanent utility overhang easement; and together with the right to keep the Premises clear of all brush, trees, timber, structures, or activities which endanger Assignee's facilities or unreasonably impede Assignee's use of the Premises or Facilities for the purposes set forth above. Such right may be exercised without prior notice to GRANTOR or their heirs, successors or assigns. At no time shall GRANTOR place, use or store on the Premises any equipment or material of any kind that exceeds twelve feet (12') in height, light any fires, or place or store any flammable materials on or within the boundaries of the Premises. Subject to the foregoing limitations, the Premises may be used for cultivation harvesting and storage of agricultural crops, irrigation systems and equipment, landscaping and other purposes not inconsistent with the purposes for which the easement is granted. Assignee may, at GRANTOR'S expense, remove or otherwise abate any structure or activity undertaken by GRANTOR in violation of the foregoing.

This Partial Assignment of Easement shall run with the land. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.



3

## EXHIBIT A

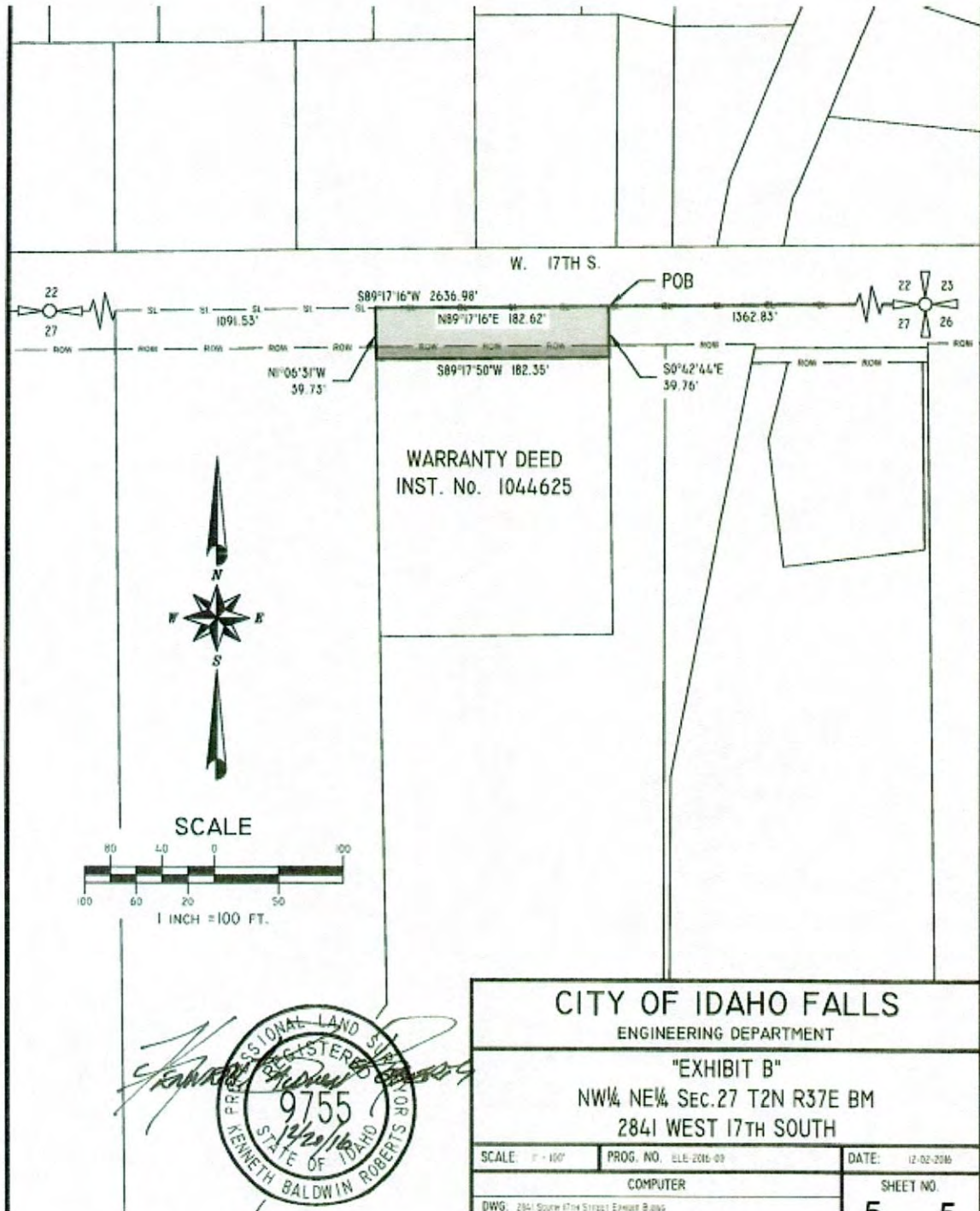
### Legal Description

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27 AND RUNNING THENCE ALONG THE NORTH LINE OF SAID SECTION S89°17'16"W 1362.83 FEET TO THE PROJECTED EAST PROPERTY LINE OF WARRANTY DEED INSTRUMENT NUMBER 1044625 RECORDED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY AND BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID PROJECTED EAST PROPERTY LINE S0°42'44"E 39.76 FEET TO A POINT ON THE EAST PROPERTY LINE OF SAID WARRANTY DEED; THENCE S89°17'50"W 182.35 FEET TO THE WEST PROPERTY LINE OF SAID WARRANTY DEED; THENCE N1°06'31"W 39.73 FEET ALONG THE PROJECTED WEST PROPERTY LINE TO THE NORTH LINE OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID SECTION N89°17'16"E 182.62 FEET TO THE **TRUE POINT OF BEGINNING**. EXCEPTING THEREFROM THE COUNTY ROAD RIGHT OF WAY.

# EXHIBIT B

## Map





WHEN RECORDED RETURN TO:

Rocky Mountain Power  
Attn: Property Department  
1407 West North Temple, Suite 110  
Salt Lake City, UT 84116

Project Name: 17 Street IDF12  
RW#2018R044  
7 Burks Assignment

APPORTIONMENT AND PARTIAL ASSIGNMENT OF  
UTILITY EASEMENT AND ACCESS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho and its Electric Light Department d/b/a Idaho Falls Power ("Assignor"), does hereby apportion, assign, convey and transfer to ROCKY MOUNTAIN POWER, a division of PACIFICORP, an Oregon corporation ("Assignee"), a portion of Assignor's rights, title and interest under that certain "Utility Easement and Access" dated July 11, 2018, between ANN M. BURKS, whose address 2885 W. 17<sup>th</sup> St, Idaho Falls, 83402, as "GRANTOR," and Assignee, as "GRANTEE," and recorded as Bonneville County Instrument No. 1586542 (the "Easement").

The portion of the Easement assigned to Assignee is that portion that is necessary or convenient for Assignee to construct, reconstruct, operate, maintain, repair, replace, enlarge and remove Assignee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation supporting towers, poles, props, guys and anchors, including guys and anchors outside the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets on, over or under the surface of the Premises in Bonneville County, Idaho ("Assignee's Uses").

Assignor expressly reserves unto itself those Easement rights necessary for Assignor to construct, own, operate, maintain, repair and replace one 12,470-volt three-phase electric power circuit and necessary appurtenances, attached to Assignee's facilities located on the Premises; and Assignor hereby apportions, assigns and transfers to Assignee the following rights as set forth in the Easement, to the extent necessary or convenient for Assignee to conduct Assignee's Uses:

A permanent utility and access easement over and across the following described real estate, (hereinafter referred to as the "Premises"), situated in the County of Bonneville, State of Idaho, to-wit:

See Exhibits "A" and "B" for this description



The permanent utility overhang easement may be used for the installation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power lines, transmission, distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto (collectively referred to as the "Facilities"), overhanging the Premises, including access to the facilities.

Together with a right of access to the permanent utility overhang easement over and across GRANTOR's adjacent lands for all activities permitted by the permanent utility overhang easement; and together with the right to keep the Premises clear of all brush, trees, timber, structures, or activities which endanger Assignee's facilities or unreasonably impede Assignee's use of the Premises or Facilities for the purposes set forth above. Such right may be exercised without prior notice to GRANTOR or their heirs, successors or assigns. At no time shall GRANTOR place, use or store on the Premises any equipment or material of any kind that exceeds twelve feet (12') in height, light any fires, or place or store any flammable materials on or within the boundaries of the Premises. Subject to the foregoing limitations, the Premises may be used for cultivation harvesting and storage of agricultural crops, irrigation systems and equipment, landscaping and other purposes not inconsistent with the purposes for which the easement is granted. Assignee may, at GRANTOR'S expense, remove or otherwise abate any structure or activity undertaken by GRANTOR in violation of the foregoing.

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3

## EXHIBIT A

### Legal Description

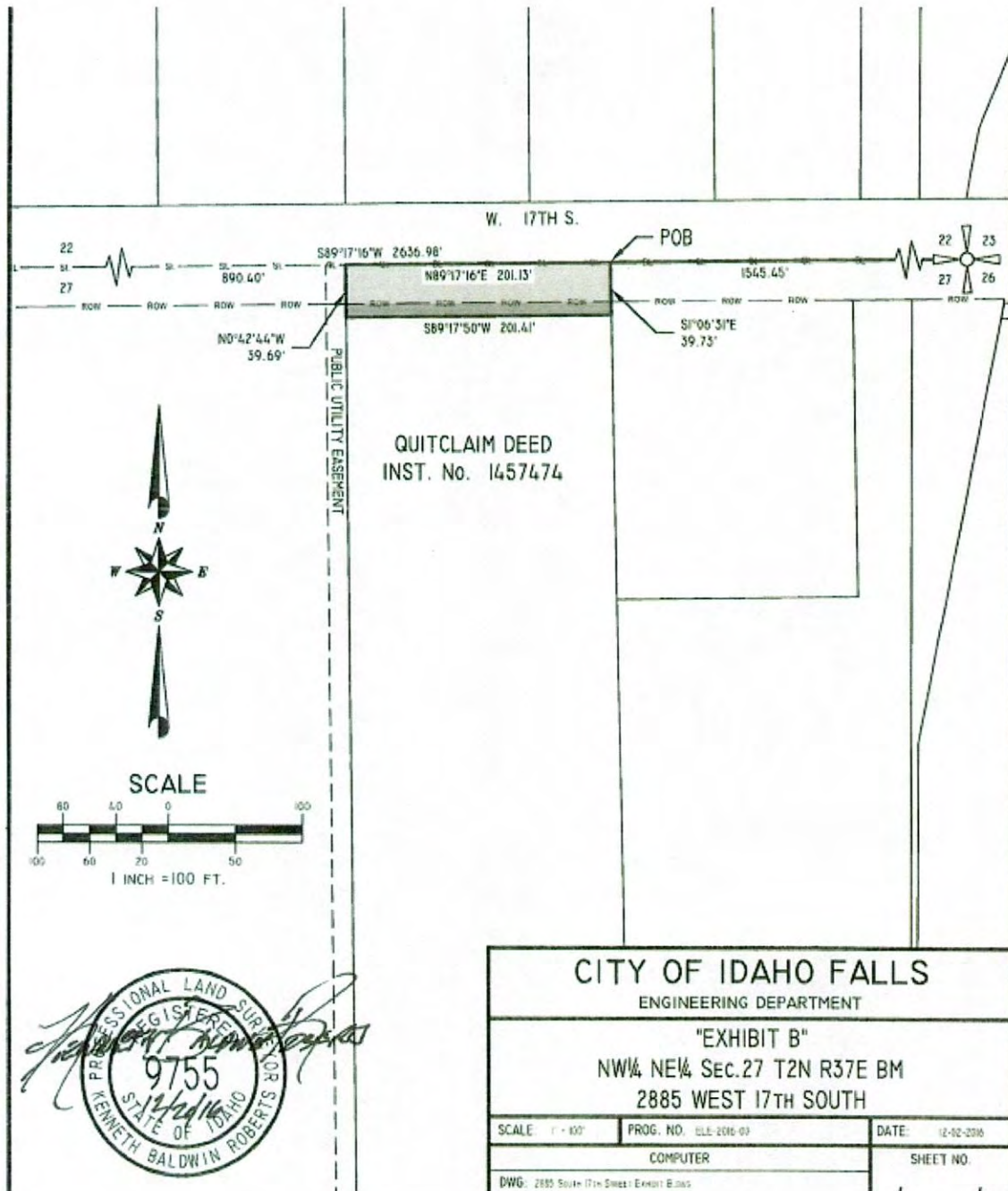
PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27 AND RUNNING THENCE ALONG THE NORTH LINE OF SAID SECTION S89°17'16"W 1545.45 FEET TO THE PROJECTED EAST PROPERTY LINE OF QUITCLAIM DEED INSTRUMENT NUMBER 1457474 RECORDED IN THE OFFICE OF THE RECORDER OF BONNEVILLE COUNTY AND BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID PROJECTED EAST PROPERTY LINE S1°06'31"E 39.73 FEET TO A POINT ON THE EAST PROPERTY LINE OF SAID QUITCLAIM DEED; THENCE S89°17'50"W 201.41 FEET TO THE WEST PROPERTY LINE OF SAID QUITCLAIM DEED; THENCE N0°42'44"W 39.69 FEET ALONG THE PROJECTED WEST PROPERTY LINE TO THE NORTH LINE OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID SECTION N89°17'16"E 201.13 FEET TO THE **TRUE POINT OF BEGINNING**. EXCEPTING THEREFROM THE COUNTY ROAD RIGHT OF WAY.



# EXHIBIT B

## Map





WHEN RECORDED RETURN TO:

Rocky Mountain Power  
Attn: Property Department  
1407 West North Temple, Suite 110  
Salt Lake City, UT 84116

Project Name: 17 Street IDF12  
RW#2018R044  
8A Dixon Assignment

APPORTIONMENT AND PARTIAL ASSIGNMENT OF  
UTILITY EASEMENT AND ACCESS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho and its Electric Light Department d/b/a Idaho Falls Power ("Assignor"), does hereby apportion, assign, convey and transfer to ROCKY MOUNTAIN POWER, a division of PACIFICORP, an Oregon corporation ("Assignee"), a portion of Assignor's rights, title and interest under that certain "Utility Easement and Access" dated March 31, 2017, between JAMES C. DIXON, whose address 2945 W. 17<sup>th</sup> St, Idaho Falls, 83402, as "GRANTOR," and Assignee, as "GRANTEE," and recorded as Bonneville County Instrument No. 1586539 (the "Easement").

The portion of the Easement assigned to Assignee is that portion that is necessary or convenient for Assignee to construct, reconstruct, operate, maintain, repair, replace, enlarge and remove Assignee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation supporting towers, poles, props, guys and anchors, including guys and anchors outside the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets on, over or under the surface of the Premises in Bonneville County, Idaho ("Assignee's Uses").

Assignor expressly reserves unto itself those Easement rights necessary for Assignor to construct, own, operate, maintain, repair and replace one 12,470-volt three-phase electric power circuit and necessary appurtenances, attached to Assignee's facilities located on the Premises; and Assignor hereby apportions, assigns and transfers to Assignee the following rights as set forth in the Easement, to the extent necessary or convenient for Assignee to conduct Assignee's Uses:

A permanent utility and access easement over and across the following described real estate, (hereinafter referred to as the "Premises"), situated in the County of Bonneville, State of Idaho, to-wit:

See Exhibits "A" and "B" for this description

The permanent utility overhang easement may be used for the installation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power lines, transmission, distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto (collectively referred to as the "Facilities"), overhanging the Premises, including access to the facilities.

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COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27 AND RUNNING THENCE ALONG THE NORTH LINE OF SAID SECTION S89°17'16"W 1977.74 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 27 (WEST-EAST  $\frac{1}{64}$  CORNER COMMON TO SECTION 27 AND 22) AND BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG THE EAST LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 27 S0°04'22"W 39.66 FEET; THENCE S89°19'03"W 649.68 FEET; THENCE S0°20'14"W 30.22 FEET; THENCE S89°24'41"W 15.00 FEET; THENCE N0°18'13"E 30.20 FEET; THENCE S89°19'03"W 39.88 FEET; THENCE N0°24'08"W 39.85 FEET TO THE NORTH LINE OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID SECTION N89°51'53"E 45.65 FEET TO THE NORTH  $\frac{1}{4}$  CORNER OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID SECTION N89°17'16"E 659.25 FEET TO THE **TRUE POINT OF BEGINNING**. EXCEPTING THEREFROM THE COUNTY ROAD RIGHT OF WAY.



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WHEN RECORDED RETURN TO:

Rocky Mountain Power  
Attn: Property Department  
1407 West North Temple, Suite 110  
Salt Lake City, UT 84116

Project Name: 17 Street IDF12  
RW#2018R044  
8B Dean Dixon Assignment

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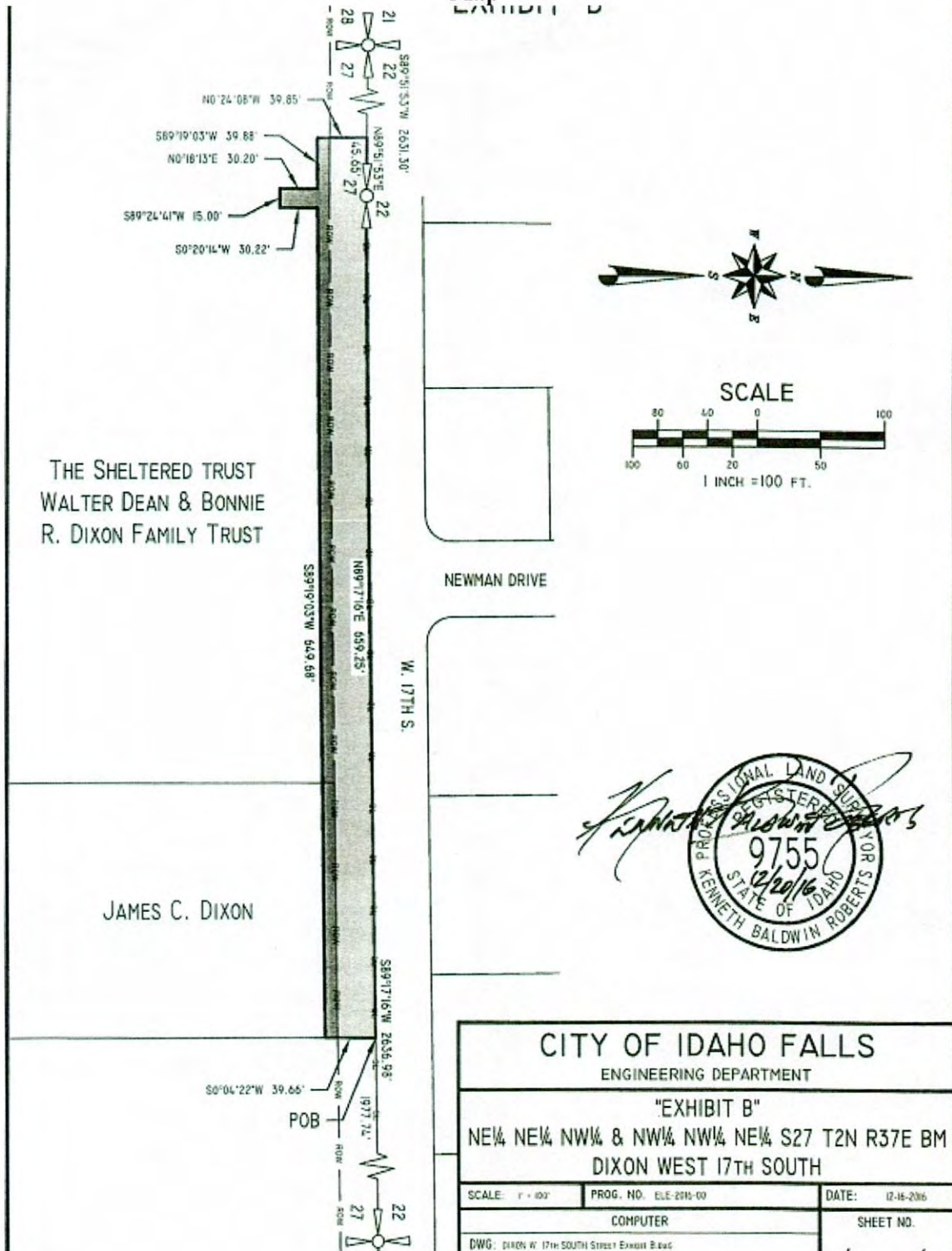
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# EXHIBIT B

Map



## July 23, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, July 23, 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 John Radford  
Councilmember Jim Francis  
Councilmember Shelly Smede  
Councilmember Jim Freeman (by telephone)  
Councilmember Michelle Ziel-Dingman (arrived at 3:02 p.m.)

Also present:

Penny Manning, Bonneville County Clerk  
Roger Christensen, Bonneville County Commissioner  
Bryon Reed, Bonneville County Commissioner  
Danny Clark, Bonneville County Prosecuting Attorney  
Ron Smith, Bonneville County Accountant  
Greg Weitzel, Parks and Recreation Director  
Brent Foster, War Bonnet Round Up Rodeo Chairman  
Bob Skinner, War Bonnet Round Up Rodeo Past-Chairman  
Jeff Newgard, War Bonnet Round Up Rodeo Treasurer  
Dennis Marshall, War Bonnet Round Up Rodeo Chair-Elect  
Michael Kirkham, Assistant City Attorney  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:00 p.m. with the following:

### Bonneville County Magistrate Court Funding:

Mayor Casper stated there is a provision in State law which allows the courts to seek financial assistance from cities for court facilities. She indicated an invoice was received from Bonneville County in the amount of \$450,000. The City paid \$400,000, therefore requiring discussion on the remaining \$50,000. Mayor Casper stated a recent State-wide committee, appointed to study this issue, has submitted a report which will repeal this provision of the law in five (5) years, following a 20% step down for each of the five (5) years. She indicated the step down amount will have an overall impact to what the City pays.

Ms. Manning stated in 2017 the Trial Court Administrator reviewed court costs by agency. She briefly reviewed the number of infraction and misdemeanors citations by agency. City infractions = 47%, misdemeanors = 60%. Ms. Manning stated an average of 50% was used as a conservative basis. She also reviewed yearly operating expenditures; wages and benefits for infraction and misdemeanor case processing; and, number of filings per County. She also reviewed 2013 documentation with former Mayor Jared Fuhrman regarding the based amount for City funding. Councilmember Radford believes the increase in funding was going to occur over the course of time and would be allowed in steps. Commissioner Christensen stated, following the documentation with Mayor Fuhrman, data was collected which indicated the actual amount of court costs were approximately \$600,000. He believed the agreement was a four-year agreement with incremental steps. Mayor Casper does not believe the documentation constitutes an agreement, she indicated there is currently no written agreement. She believes the previous amount of \$400,000 was the basis of an agreement and the additional \$50,000 was a placeholder amount only. She reiterated the amount paid in the current year will be the basis of the step down for the next five (5) years. Mayor Casper believes the City, and its taxpayers, is responsible to pay for more court funding, based on population, than any other City in the State. Councilmember Radford questioned how to resolve the issue as the amount was included in last years budget. Mr. Fife stated the Council is in control of the expenditures. Councilmember Hally believes there should be a compromise

## July 23, 2018 - Unapproved

in the funding. He believes this is a State-wide quasi mess. He recommended payment of the additional \$50,000 with the \$400,000 used as the step down amount. Commissioner Reed does not believe that amount would be allowed per State statute as the amount is determined by the last voluntary agreement with the County. He, as well as additional County staff, also believes per the June 5, 2017 discussion, \$450,000 would be paid in the current year based on the voluntary amount, regardless of the actual court costs. Commissioner Reed does not believe this amount would be an issue if not for HB643. Mayor Casper reiterated the additional \$50,000 was a placeholder amount only, and was based on the pending State decision. Councilmember Radford believes the City was committed to \$450,000. Councilmember Dingman concurred and she believes the documentation could satisfy the taxpayers. Councilmember Smede also believes the \$450,000 was the committed agreement. Brief comments followed regarding the legality of Councilmember's Hally recommended compromise. It was then moved by Councilmember Radford, seconded by Councilmember Dingman, to pay the \$450,000 and use that as the basis for the agreement going forward. Roll call as follows: Aye – Councilmembers Smede, Dingman, Radford, Freeman, Francis. Nay – Councilmember Hally. Motion carried.

Commissioner Christensen briefly reviewed the Bonneville County invoice method.

### Acceptance and/or Receipt of Minutes:

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

### Calendar, Announcements and Reports:

July 25-27, Idaho Consumer Owned Utility Association (ICUA)  
July 26, POW/MIA Missing Man Chair at Idaho Falls Chukars game  
July 27-28, POW/MIA Awareness Rally and Motorcycle Rodeo  
July 28, Idaho Falls Downtown Development Corporation (IFDDC) Taste of Downtown  
July 30, City Council Meeting  
July 31, Municipal Employees Association (MEA) Picnic

Mayor Casper reviewed the Eastern Idaho Special Assistant United States Attorney (SAUSA) information and report. She anticipates the cost to be less than \$5000. Mayor Casper requested discussion at a future Work Session to review the current and future budget process.

### Liaison Reports and Concerns:

Councilmember Hally reminded the Council of the upcoming War Bonnet Roundup Rodeo.  
Councilmember Smede noted that School District 91 has amended their calendar to conclude the school year on May 31.  
Councilmember Francis stated purchase of a new fire truck will be included on the July 30 Special County Meeting agenda.  
Councilmember Radford expressed his appreciation to the new Councilmembers for the first budget process. He also stated there has been renewed interest for fiber.  
Councilmember Dingman reiterated the upcoming War Bonnet Roundup Rodeo. She indicated the Idaho National Laboratory (INL) is sponsoring community children to attend the rodeo.

### Itinerant Merchant Ordinance Discussion:

Mr. Kirkham stated there has been confusion whether the City regulates fruit stands. In the past, the City has not enforced these specific fruit stands, although as defined by City Code, fruit stands are identified as Itinerant Merchants. He believes the fruit stands are historically tied to the community and it would be a burden for agricultural and/or local products as they provide a service to the City without similar Itinerant Merchant concerns. Mr. Kirkham confirmed the amendment would match law to practice. This amendment would only apply to fresh fruits, vegetables, and agricultural products. It was noted this amendment would not affect the Farmers Market license. This item will be included on the July 30 Special Council Meeting agenda.



**July 23, 2018 - Unapproved**

**War Bonnet Rodeo Board Presentation:**

Mayor Casper stated the City has been responsible for the War Bonnet Rodeo (WBR) for three (3) years. Director Weitzel introduced the WBR Board: Mr. Foster, Mr. Skinner, Mr. Newgard, and, Mr. Marshall.

Mr. Skinner reviewed the history of the WBR stating the rodeo has been occurring since 1911. The American Legion took over the WBR in 2008, prior to the City taking over in 2015. Director Weitzel expressed his appreciation to Mr. Skinner. Councilmember Radford expressed his appreciation to Mr. Skinner as well. Director Weitzel believes the rodeo is a great opportunity for a community event. Brief comments followed regarding the Snake River Stampede, as the largest rodeo in the State. Director Weitzel reviewed the namesake of War Bonnet Roundup, stating the name was bestowed by the Shoshone Bannock Tribal Council. Mr. Foster reviewed the City's participation.

Mr. Newgard reviewed rodeo facts:

- 2017 attendance = 15,000+
- 2017 featured event - bareback w/\$10,000 added purse
- 2017 cash sponsorship = \$127,000 + \$103,500 in-kind = \$230,000
- 2017 total purse from WBR = \$47,500 + \$56,585 from 450+ contestants = \$104,085 total prize money
- 2018 = national exposure via Wrangler Network
- 2018 rodeo budget = \$315,000

Mr. Newgard reviewed Marketing and Advertising including: television, radio, print, billboards, web and social media, at the rodeo, and at the kick-off. Total value = \$130,000.

Director Weitzel reviewed the wild horse race event, stating there are twenty four teams entered for the 2018 rodeo.

Mr. Skinner reviewed the rodeo royalty and stated they are the ambassadors for the rodeo. He indicated they represent the rodeo in several capacities. Director Weitzel believes the royalty is an important part of the rodeo.

Mr. Marshall reviewed the downtown rodeo kickoff. He believes this is a premiere family event. He indicated there will scholarship funding in the future and, historical items will be featured at the Museum of Idaho. He expressed his appreciation to the elected officials for their support as he believes the rodeo exposes the community. Director Weitzel also expressed his appreciation to the elected officials as well as the sponsors of the rodeo. He stated the rodeo logos are now registered with the State. Director Weitzel stated the \$1 surcharge has allowed funding to renovate and upgrade Sandy Downs facility. He briefly reviewed recent improvements to Sandy Downs. He anticipated the Sandy Downs Master Plan will be presented to the Council within the next year. The WBR schedule was briefly reviewed.

There being no further business, the meeting adjourned at 4:47 p.m.

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CITY CLERK

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MAYOR

## **July 30, 2018 - Unapproved**

The City Council of the City of Idaho Falls met in Special City Council Meeting, Monday, July 30, 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 Jim Francis  
Councilmember John Radford  
Councilmember Shelly Smede  
Councilmember Jim Freeman

Absent:

Councilmember Michelle Ziel-Dingman

Also present:

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

### **Pledge of Allegiance:**

Mayor Casper requested Jake Versteeg III, Iraq War Veteran with the Army Rangers and Commander of the Phoenix Quick Reaction Force (QRF), 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.

Donna Martin, Idaho Falls, appeared. Ms. Martin stated she is representing the local non-profit Phoenix QRF group, and is the secretary for the Board of Directors. This is a growing group of veterans in Idaho Falls and the surrounding community which have come together under an umbrella of comradery in defense of this nation and the brotherhood that will forever bind them. Phoenix QRF is proud of their work and hopes to continue and expand as time goes on. Ms. Martin stated the Prisoners of War/Missing in Action (POW/MIA) flag was created for the National League of Families of American prisoners missing in Southeast Asia and was officially recognized by Congress in conjunction with the Vietnam War. 36 U.S. Code, Section 902 states the POW/MIA flag will stand as a symbol of the Nation's concerted commitment to achieving the fullest possible accounting of Americans who have been prisoners of war, missing in action, and still remain unaccounted for and as a symbol of the commitment for future Americans who may become prisoners of war, missing in action, or otherwise unaccounted for as a result of a hostile action. Through history, fathers, sons, and friends have been sent war. In more recent history, there has been a rise of daughters, mothers, and sisters. Some Veterans come back, some come back broken, some return in caskets, and some do not return at all. Ms. Martin stated there are 82,000 Americans who still remain missing from several wars and conflicts. Out of the 82,000, 75% of those losses are located in the Indo Pacific. 359 out of the 82,000 are from Idaho. Ms. Martin recognized several individuals in attendance who are Idaho Veterans that are either POW or MIA. She stated although this sounds like a small number, it's far from small for the people who are wondering what happened, never got to say goodbye, never stood by a graveside, and never shed tears of sorrow. Ms. Martin encouraged, as policy deliberations occur, the POW/MIA flag policy. She also requested the reverence of the well beaten path at Arlington National Cemetery for a soldier who didn't come home to joyful tears. That path is walked not only for the Soldier, Sailor, Airman, or Marine lying in that grave but for the 81,999 others who are sharing their shoes. Mr. Martin requested the understanding that this flag is not just a piece of cloth, for many veterans and their families, she's second only to Old Glory as they both represent the things they were willing to

## **July 30, 2018 - Unapproved**

give to our Country, up to and including our lives. They also represent the acknowledgement and heart-felt gratitude for those whose sacrifice was much greater than our own. Today's medical community has given the ability to identify remains created during wars that took place over decades ago. This will be a blessing for families when remains are recently returned that will possibly be identified and rightly interred. It is not probable to believe that 41,000 lost at sea will be identified and interred although there are 41,000 somewhere on land and the hunt for them should never cease. The POW flag is a reminder of that. Ms. Martin stated 36 U.S. Code has specific protocols on when and where the flag should be flown. She requested consideration of veterans that are sons, daughters, husbands, wives, friends, neighbors, and family, who fall into every category of life. They recognize the rights of the Council to set policy as they believe will be in the best interest of the community. She requested since the POW/MIA distinction was determined, this significant sacrifice should be an everyday acknowledgement well beyond the requirements of Federal law. By flying the POW/MIA flag every day, the Council will tell the community and the nation that this sacrifice was not in vain, will tell the veteran and their families that they are valued and their sacrifices are acknowledged. Ms. Martin stated this is a great community and we all enjoy what it has to offer. The hope is that City government has the ability to put the fear of any negatives aside and to defend the reason it flies over the City building rather than the reasons it should be removed. 82,000 Americans have given every American citizen the liberties and the rights they often take for granted by never again seeing their loved ones. That indebted gratitude should be so deep, so engrained, that we will never stop looking to bring them home and let them rest in peace.

Frank Smith, President of the Vietnam Veterans of America in Idaho Falls, appeared. Mr. Smith stated he moved to Idaho Falls after serving in the United States Air Force. He believes Idaho Falls has always been a patriot City and has honored veterans. He stated Idaho Falls is the home of the Idaho State Vietnam Memorial in Freeman Park. He believes it would be odd for the City not to fly a flag that represents those people who gave us the first amendment rights. He also believes, as a Vietnam Veteran, the flag should fly.

### **Consent Agenda:**

Public Works requested approval of Bid Award – Community Park Pathway Improvements.

Municipal Services requested approval of the Treasurer's Report for the month of May, 2018.

The City Clerk requested approval of the Expenditure Summary for the month of June, 2018; 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; and, license applications, including a Beer License for Cardamom LLC, all carrying the required approvals.

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

### **Regular Agenda:**

#### **Community Development Services**

**Subject: 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

### **July 30, 2018 - Unapproved**

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.

Councilmember Smede stated the Reasoned Statement of Relevant Criteria and Standards is required in the event the applicant appeals the decision.

It was moved by Councilmember Smede, seconded by Councilmember Freeman, 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. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Smede, Freeman. Nay – none. Motion carried.

#### **Subject: 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.

Councilmember Francis questioned the unnecessary easements. Community Development Services Director Brad Cramer stated the new plat was sent through the review process and is reviewed by eleven different City reviewers.

It was moved by Councilmember Smede, seconded by Councilmember Radford, 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. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Radford, 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. Roll call as follows: Aye – Councilmembers Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

#### **Idaho Falls Power**

#### **Subject: 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.

Councilmember Radford welcomed incoming Idaho Falls Power Director Bear Prairie and expressed his appreciation to outgoing director, Jackie Flowers.

It was moved by Councilmember Radford, seconded by Councilmember Hally, 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. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Hally. Nay – none. Motion carried.

Councilmember Radford identified the representatives as Bear Prairie and Chase Morgan.



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.

**Subject: 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.

Councilmember Hally stated the upgrades are necessary as the infrastructure is not adequate to meet the needs.

It was moved by Councilmember Hally, seconded by Councilmember Radford, 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. Roll call as follows: Aye – Councilmembers Hally, Smede, Freeman, Francis, Radford. Nay – none. Motion carried.

**Subject: 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.

Councilmember Hally stated the agreement will allow power from both utilities on the Rocky Mountain Power poles. Councilmember Radford stated this agreement represents so much effort and is a better visual experience for the residents. He expressed his appreciation to Idaho Falls Power.

It was moved by Councilmember Hally, seconded by Councilmember Radford, 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. Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Freeman, Francis. Nay – none. Motion carried.

**Fire Department**

**Subject: 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.

Councilmember Francis stated the negotiation process has been occurring for approximately five (5) months. He indicated the financial element will be effective October 1 for FY2018/2019. Other elements have already been approved. He noted a key piece was a 2% increase for the Firefighters.

### **July 30, 2018 - Unapproved**

It was moved by Councilmember Francis, seconded by Councilmember Radford, to approve the agreement with Union, Local 1565, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

#### **Municipal Services**

##### **Subject: 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.

Councilmember Radford stated this item was discussed at the July 23 Council Work Session.

It was moved by Councilmember Radford, seconded by Councilmember Smede, 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. Roll call as follows: Aye – Councilmembers Francis, 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. 3202**

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.

##### **Subject: 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.

Mayor Casper stated a lot of time, effort, work, thought, decision making, and deliberation has gone into the budget. This budget represents the maximum amount that can be budgeted in the coming year. The final approval will follow a public hearing and additional Council deliberation. The tentative approval also gives authorization for advertisement for the upcoming public hearing. Councilmember Radford reiterated the number of meetings with the Council and Department Directors to make sure the budget is reasonable and cost effective for the citizens. He commended the responsibility of the Directors who look out for tax dollars. Councilmember Radford believes this budget will keep the spending under control and noted that many department budgets were less than the previous year. He also reiterated the cap of the spending authority. He indicated although the budget looks large, the City errors on the side of the ability to spend, particularly in grants. Councilmember Hally stated he has been through many budgets and State law requires a balanced budget. He indicated the State is allowed to budget surplus, the City cannot. The State cap for property tax is 3% for the General Fund, which Councilmember Hally believes, will only cover inflation. He indicated several donations have been received in the current year although these donations have contingencies. The State also issues a Statute indicating a portion of foregone can be taken. Councilmember Hally stated the City has passed on the 3% increase for a number of years which has accrued approximately \$6.5M in foregone. The foregone can only be accessed by increasing the levy. Councilmember Hally identified tremendous needs in the Idaho Falls Police Department (IFPD) as public safety protects citizens and provides services. He indicated due to these IFPD needs, the Council has decided to utilize the foregone. The proposed

**July 30, 2018 - Unapproved**

foregone amount, less than \$1M, will not have a catastrophic impact to businesses or individuals. Councilmember Hally stated he feels comfortable in taking care of these items at this time. Councilmember Francis stated part of IFPD funding is due to cooperation from the other Department Directors. He publically expressed his appreciation to those directors. Councilmember Freeman believes the degree of cooperation with the other Department Directors is remarkable. He congratulated the directors and their ability to support the Public Safety Package. Councilmember Radford stated the Public Safety portion of this budget is extremely important as he believes the standard of safety comes first.

It was moved by Councilmember Radford, seconded by Councilmember Smede, 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 scheduled for Thursday, August 16, 2018. Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Freeman, Francis. Nay – none. Motion carried.

**Subject: 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).

Councilmember Radford stated this purchase is due to impending steel tariffs and it is unknown what tariffs may become.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to authorize a purchase order to Hughes Fire Equipment for one Pierce Enforcer Pumper GG419 for a lump sum amount of \$508,970.00. Roll call as follows: Aye – Councilmembers Hally, Francis, Radford, Smede, Freeman. Nay – none. Motion carried.

**Announcements and Adjournment:**

Mayor Casper stated the public hearing for the budget will be held August 16; the Idaho Falls Fire Department is assisting with many fires currently burning throughout the west; and, the War Bonnet Round Up Rodeo will be occurring August 1-4.

There being no further business, the meeting adjourned at 8:16 p.m.

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CITY CLERK

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MAYOR

## August 6, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, August 6, 2018, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

### Call to Order and Roll Call:

There were present:

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

Also present:

Brad Cramer, Community Development Services Director  
Randy Fife, Assistant City Attorney  
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:00 p.m. with the following:

### Calendar, Announcements and Reports:

August 7, Regulatory and Legislative Developments/Wireless and Public Power Utilities Webinar; and, Community Night Out  
August 9, Idaho Falls Power (IFP) Board Meeting; and, City Council Meeting  
August 12-15, Utah Associated Municipal Power Systems (UAMPS) 23rd Annual Member Conference  
August 16, City Employee Picnic; and, Special City Council Meeting  
August 20, City Council Work Session  
August 21, Idaho Falls Police Department (IFPD) No-Alcohol Night at the Chukars  
August 23, City Benefits Fair; and, City Council Meeting

### Liaison Reports and Concerns:

Councilmember Hally stated an upcoming Bonneville County Heritage Association event will commemorate veterans. He also stated an IFP Assistant General Manager and a Human Resources (HR) staff member have been hired.

Councilmember Smede stated numerous Community Development Services (CDS) items will be included on the August 9 City Council Meeting agenda.

Councilmember Freeman stated construction projects are continuing, while additional construction projects are forthcoming.

Councilmember Francis stated confirmation of the Fire Engine purchase from the July 30 Council Meeting was received. He also stated the Senior Citizen Center is reviewing an energy audit.

Councilmember Radford reiterated the IFP Assistant General Manager.

Councilmember Dingman expressed her appreciation to those who attended the War Bonnet Roundup Rodeo. She indicated ticket sales significantly increased from the previous year. Staff will have an after-event meeting including discussion regarding the over-selling of seated tickets. Councilmember Dingman stated a Request for Qualifications (RFQ) for the Comprehensive and Strategic Master Plan for the Parks & Recreation (P&R) Department has been submitted, the proposal deadline is August 31. The P&R Commission will then make recommendations from the RFQ for future Council approval. She also stated new signs were recently installed at several parks.

### Annexation Law, Procedures and Purposes Discussion:

Mayor Casper stated during public hearings decisions need to be made on the central question and for the benefit of the entire City, not by the emotion in the room. Therefore, she believes in the importance of regular training that may



## August 6, 2018 - Unapproved

help the process become more efficient. Director Cramer concurred. He briefly reviewed previous Area of Impact (AOI) discussions with Bonneville County regarding City services. He stated approximately 300 parcels studied were receiving at least one (1) City service. Some parcels had agreements, some did not. He indicated the parcels receiving utilities was a starting point for annexations.

Director Cramer presented the following with general discussion throughout:

Purposes of Annexation (State Code) –

- To assure orderly development
- Allow efficient and economically viable provision of tax and fee supported services
- To enable orderly development of private land with access to services
- To equitable allocate the costs of public services
- Manage development on the urban fringe

Summary of Annexation Statute (Idaho Code § 50-222)

- Category A: All landowners consent OR enclaved residential and <100 parcels.
- Category B: <100 parcels regardless of whether landowners consent OR >100 parcel and owners of >50% (based on land) have consent AND annexed land is subdivided into lots of five (5) acres or less, or owner has begun to sell land in parcels of five (5) acres or less OR annexed land is completely surrounded by the City. Director Cramer stated there has to be proof that the owner was trying to sell the land.
- Category C: >100 parcels and owners of >50% (based on land) have not consented at outset.

All annexed land must be contiguous or adjacent to City (regardless of category). Director Cramer is hopeful there will be no Category C annexations. He indicated Category A and Category B annexations could occur at the same time. Councilmember Hally believes, from previous Councils discussion, annexation is the right thing to do. Director Cramer believes there was not previous staff capacity as annexations require an enormous amount of staff time prior to any presentation before the Council. Mr. Fife stated additional regulations were made by the State to prevent City annexation without the proper procedures. Councilmember Francis questioned Category B annexation. Director Cramer stated Category B requires a higher standard. He reviewed Implied Consent (State Statute) related to the utility. He also briefly reviewed the publication requirements for annexation. He indicated the City cannot promise power buyout with Rocky Mountain Power (RMP). Mr. Fife stated the City can explain the process of electric services. He briefly reviewed pirating with other power utilities as well as the buyout process with RMP. Councilmember Radford stated a recent buyout has occurred with the Prestwich Estates annexation. Director Cramer stated that particular buyout process has been extremely helpful as additional annexations occur. Mayor Casper stated the working agreement with RMP recently changed prior to these annexations. She indicated utility rates cannot be determined, although she believes the value remains. Mr. Fife stated regardless of annexation, residents do not lose their electric service. Director Cramer stated with regard to Category B, the City must annex if there is anything other than residential land use that doesn't consent. He also stated implied consent helps. If properties are not completely surrounded by the City, staff must prove there was intent to develop at urbanized standard. Such information will be provided by staff. Councilmember Cramer believes benefits of annexation may not be a new benefit as properties already benefit from the City. He stated annexation is a legislative issue/decision. Questions directed to a particular property or property owner are quasi-judicial matters, annexation is not. The annexation benefit is meant to be a community decision, although there are individual benefits to a property owner.

Benefits of Annexation:

- Access to fee-supported services maintained by the City rather than by private entities
- Road maintenance by the City of Idaho Falls
- Service by the Idaho Falls Police Department
- Reduction in fire insurance rates
- Provision and maintenance of Parks and Recreation facilities
- Access to Idaho Falls Library
- Street lights
- Storm drainage and management system
- Consistent building, zoning and code enforcement regulations and enforcement

Consequences of Not Annexing:

### August 6, 2018 - Unapproved

- When development continues to happen in the County now and be entered into the City later:
  - More private investment is made on the private property, causing concerns about raised taxes
  - Roads have deteriorated, while the City has not received tax dollars to maintain them
  - Different development standards
- Creates inefficient services
  - Sherriff's Office must serve County islands
  - Public Works Departments have to agree to servicing the other jurisdiction's roads
- Creates inequity in taxation
  - Neighboring properties in the City pay for City services, but also as County taxpayers have to pay for the County to serve their neighbors
  - Community facilities have more users who don't contribute to the cost of maintenance

Mayor Casper reminded the Council that the public hearing is to only receive comments. Director Cramer believes Bonneville County supports these island annexations. Councilmember Radford believes the momentum for annexation needs to continue to make as equitable as possible for all taxpayers although he also believes the annexation process may be difficult for some citizens. Director Cramer stated following the upcoming annexations, 70% of annexation will be completed. He noted any current land use will not change upon annexation. He stated the annexation process is the most challenging task for staff. Councilmember Francis questioned future annexation beyond the AOI. Director Cramer stated caution should be used when extending City services.

#### Public Hearing Procedures Discussion:

Mayor Casper stated the State has recently required adoption of consistent standards for public hearings. Mr. Fife stated the Local Land Use Planning Act (LLUPA) also requires some form of procedures. The City typically holds quasi-judicial hearings and legislative hearings:

Quasi-judicial – ex parte contacts, personal investigation, or research are prohibited in this type of hearing

Legislative or Informal – ex parte contacts are not prohibited in this type of hearing

Mr. Fife stated legislative hearings will include broad input from many sources, including cities, counties, etc., to ensure proper regulation. After the law is created and applied, it becomes a quasi-judicial matter in which the Council then becomes the judge. At that point, the Council needs to ensure the same evidence and facts are seen prior to making a decision which should be included in the official record. Those laws are then applied as development occurs. Mr. Fife recommended flexibility for a good decision product. He stated the general rules have been included in a resolution and any changes could be made as needed. The resolution also includes a substantive and procedural due process of law. The procedures would clarify the guidelines for everyone involved. Following brief comments, minor edits were made to the procedures. Mr. Fife reviewed the connection of the Planning & Zoning Commission minutes, Reasoned Statements of Relevant Criteria and Standards, and the public hearing procedures. General comments followed regarding staff reports and Reasoned Statements of Relevant Criteria and Standards. This item will be included on the August 9 City Council Meeting agenda as a resolution.

There being no further business, the meeting adjourned at 4:38 p.m.

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CITY CLERK

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MAYOR

## August 9, 2018 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Idaho Falls Power Board), Thursday, August 9, 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 Michelle Ziel-Dingman

Councilmember Jim Freeman

Councilmember Jim Francis

Councilmember Shelly Smede (departed at 8:15 a.m.)

Councilmember John Radford (arrived at 7:14 a.m., departed at 9:45 a.m.)

Also present:

Bear Prairie, Idaho Falls Power Director

Pamela Alexander, Municipal Services Director

Randy Fife, City Attorney

Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 7:02 a.m.

Mayor Casper stated modifications have been made with the agenda, this will allow Councilmember updates from additional power-related conferences/meetings, proposed action items, and standing reports related to Idaho Falls Power (IFP).

Mayor Casper stated there is conflict with the IFP Board Meeting scheduled for September 13. Following brief discussion there was consensus to reschedule the IFP Board Meeting to September 27.

Mayor Casper recommended Councilmembers attend the Idaho Consumer Owned Utilities Association (ICUA) and Utah Associated Municipal Power Systems (UAMPS) meetings if possible as she believes these meetings are valuable and beneficial.

### Updates from Board Members:

Councilmember Hally stated there were notable presentations at the recent ICUA Annual Meeting. One particular presentation was related to relocation of fish and seals. Councilmember Hally stated there was an additional presentation related to electric vehicles. Councilmember Francis stated a portion of the Volkswagen (VW) settlement will be allocated to charging stations on secondary U.S. roads.

### Update: Fiber Pilot Project and Resolution:

Director Prairie stated a Request for Qualifications (RFQ) has been distributed for design of the fiber to the home pilot project. A fiber hut has been ordered and will be located off Rollandet on current Parks and Recreation (P&R) property. An agreement between P&R and IFP has been tentatively made for the use the property. This location is in close proximity to current fiber backbone as well as natural gas infrastructure. The fiber hut will allow the open access network, which will bring fiber to individual homes. Director Prairie stated 10-15 fiber huts would be need to be strategically located around the City to allow fiber to all residents. Brief discussion followed regarding the structure and security of the hut. Director Prairie stated mailers will be distributed to pilot project customers in the near future with subsequent public meetings. He noted IFP will only be installing fiber infrastructure, IFP is not planning to offer internet services. He indicated there will be excess capacity in the infrastructure to allow other internet service providers to utilize the extra capacity not needed for electric metering and electric customer automation. General comments followed. Director Prairie stated a resolution has been drafted regarding fiber services. Councilmember Dingman believes a resolution is a good faith tool. Councilmember Radford concurred. Mayor Casper requested all Councilmembers review/edit the draft resolution for future approval.

## August 9, 2018 - Unapproved

### Proposed Changes to Disconnect Policies and Procedures:

Director Prairie stated under the current process, residents can be 75 days delinquent on their utility bill before being disconnected. Payment arrangements can be made, although arrangements can vary with individual customers. In some instances, the delinquent utility bill can become a substantial amount and therefore, can be very difficult to collect. Director Alexander believes a policy needs to be established. Director Prairie reviewed the proposed disconnect protocol for residential delinquent accounts with general comments throughout. He indicated payment arrangements would be replaced with a payment extension. Payment extension includes: all customers have the option to set up payment extension; payment extension must be requested prior to disconnection; customers may request up to three (3) payment extensions within a twelve (12) month period; and, extension has no terms or conditions except: if extended account is not paid in full prior to billing #3 printing, the account will be disconnected. Director Prairie stated the utility service has been separated between Utility Billing and IFP staff regarding disconnects. Director Alexander indicated there are approximately 600 accounts in some form of delinquency. Brief comments followed regarding energy assistance agencies. Director Prairie stated in the event of a manual meter disconnect, the meter will then be replaced with a remote meter. There will also be a \$25 disconnect fee, versus the current reconnect fee. Director Prairie reviewed proposed disconnect protocol for non-residential delinquent accounts. Proposed protocol includes the late fee increased to 4%; \$50 disconnect fee as well as \$50 reconnect fee; and, no payment extensions for non-residential. Director Prairie reviewed Cold Weather Disconnect (regardless of time of year), stating the general rule will be a temperature above 30 degrees Fahrenheit. He also reviewed Medical Exemptions. He stated all information related to the disconnect policies and procedures will be widely distributed. This item will be included on the September 27, 2018 City Council Meeting agenda to be effective October 1, 2018. Councilmember Radford prefers a review of this policy after one (1) year. Mr. Fife noted a lot of time and effort has been spent on this issue by several staff members.

### Presentation: Proposed Changes in Fees, Rates and Customer Classifications for FY2019:

Director Prairie stated the Commercial Demand Charge has increased to become more in line with actual charges. Additional proposed changes include:

- Small Industrial and Large Industrial rates are being collapsed into one (1) rate
- Residential Transfer Customer will not change, although any transfer from Rocky Mountain Power (RMP) will increase the IFP utility bill for approximately seven (7) years
- Short-term Suspension with Notice has increased from \$12 to \$25
- Maximum Security Deposit fee was unknown, this fee has been removed
- High Density Load Rate (including Distribution Connection Fee, Credit Risk Deposit, Demand Charge, Energy Charge, and Power Cost Adjustment (PCA)) has been added as a new fee. This fee relates to crypto mining. Future discussion will need to occur regarding these customers as this is a large financial risk on other customers.

These rates/fees will be effective October 1, 2018.

### Issue Briefing: Micro Cell Pole Attachments:

Director Prairie stated locations for large cell towers in certain areas is difficult to attain, the next generation is the micro cell pole attachments for 4G. He noted 4G should not be confused with 5G as he believes the 5G information is not currently factual when people state it is ready for deployment. He stated 5G is not being deployed currently and micro cell is needed for the current 4G networks. Director Prairie reviewed pole attachment examples, with and without collaborative City input. He also reviewed large cell and micro cell infrastructure and connections. He indicated the usage of data is outpacing the network. Senate Bill (SB) 3157 amendments will apply shot clocks with “deemed granted” provisions, and non-discriminatory access to State and local right-of-ways (ROW), poles, street lights, and other street furniture. These amendments would apply to public power poles. Director Prairie stated American Public Power Association (APPA) is opposing SB 3157. He briefly reviewed the APPA opposition. He also stated discussion will need to occur regarding the infrastructure for micro cell pole attachments.

### Standing Reports:

Generation – Dispatch is assisting with the Duck Race scheduled for August 11.



**August 9, 2018 - Unapproved**

Transmission and Distribution – temporary employment has been offered to four (4) individuals for a groundman position to help with the fiber pilot project.

Operations Technology – continue to work with outage management system.

Engineering – continue to work with RMP on 161kV line (formally known as North Loop Project). Engineering is also working on a tree trimming contract, a new contract will be forthcoming regarding line clearance. This item will be discussed at a future Council Work Session.

Energy Services – continue to work on Energy Vehicle services, these vehicles were displayed at Community Night Out. Energy Services also continues to work with billing/Cayenta.

Administration – Stephen Boorman has been hired as the new Assistant General Manager (AGM). Mr. Boorman will begin September 10.

Membership Concerns – UAMPS will be forthcoming. Brief comments followed regarding Public Power Council (PCC); Pacific Northwest Utilities Conference Committee (PNUCC); Northwest RiverPartners (NWRP); Idaho Consumer-Owned Utilities Association (ICUA); and, American Public Power Association (APPA).

There being no further business, the meeting adjourned at 9:56 a.m.

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CITY CLERK

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MAYOR

**REGULAR**

**AGENDA:**



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Municipal Services Department

**DATE:** August 23, 2018

**RE:** Ordinance - Adopt Changes to Title 6, Chapter 3, Temporary Child Care Licensing

Municipal Services requests City Council authorization to adopt changes to Title 6, Chapter 3, Temporary Child Care Licensing. Idaho Code §39-1108 requires Idaho's cities that regulate child care services to maintain a criminal background check as stringent as the State of Idaho's requirements. The Idaho Department of Health now requires that all child care workers and on-site non-providers receive a cleared criminal history background check prior to licensure. This authorization will remove Section 1, 6-3-4. (B) 6 and (C) 4 from the City's child care regulations in compliance with Idaho Code §39-1108.

Respectfully,

Pamela Alexander  
Municipal Services Director

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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, TO ADOPT CHANGES TO TITLE 6, CHAPTER 3 TO REMOVE TEMPORARY CHILD CARE LICENSING FROM THE CITY'S CHILD CARE REGULATIONS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City is committed to insuring the safety and protection of children; and

WHEREAS, the Idaho Department of Health and Welfare now requires that all child care workers and on-site non-providers receive a cleared criminal history background check prior to licensure; and

WHEREAS, Idaho Code § 39-1108 requires that Idaho's cities that regulate child care services to maintain a criminal background check as stringent as the State of Idaho's requirements; and

WHEREAS, temporary child care licensees are no longer consistent with the State of Idaho's requirements; and

WHEREAS, the Council finds that temporary child care licensees pose an unjustified risk to the safety and protection of the children of the City of Idaho Falls.

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

**SECTION 1.** Title 6, Chapter 3, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

6-3-4: CERTIFICATION OF INDIVIDUAL CHILD CARE WORKERS OR ON-SITE NON-PROVIDERS:

(A) No owner or operator of a Child Care Facility shall permit or allow any Child Care Worker or On-Site Non-Provider to provide Child Care or to be in contact with a child at a Child Care Facility unless such Child Care Worker or On-Site Non-Provider possesses a certification issued under the provisions of this Chapter.

(B) Child Care Worker Certification (CCWC). No Child Care Worker or Operator shall provide child care or supervise the rendering of child care at any Child Care Facility unless he or she is at least eighteen (18) years of age and possesses a Child Care Worker's certificate issued under the provisions of this Chapter. Anyone sixteen (16) years or seventeen (17) years old may obtain a CCWC. However, these sixteen and seventeen year old workers must always be supervised by another CCWC who is over eighteen (18) years old. In order to obtain such certification, and for each renewal, applicants shall



submit a completed application form to the City Clerk, accompanied by the following certificates and information:

- (1) A current certificate issued by the Red Cross, the Fire Marshall or any certified CPR and First Aid trainer, certifying that the applicant has completed an instructional class for child CPR and First Aid.
- (2) Verification from the Chief of Police or his designee certifying that a criminal background investigation has been completed, ~~or is being completed,~~ for the applicant within two (2) years previous.
- (3) A birth certificate and picture identification evidencing the applicant's age.
- (4) Copies of the applicant's records from the Child Abuse Registry or a letter from the Idaho Department of Health and Welfare that the Child Abuse Registry does not contain any records regarding the applicant.
- (5) For renewal certification only, a certificate issued by an educational/technical facility, certifying that the applicant has completed at least eight (8) hours of child care training which addresses the following areas: child development, health and safety, and child guidance.
- ~~(6) The City Clerk shall provide a temporary CCWC, valid for ninety (90) days, once the application materials have been received in full, so that the Child Care Worker may work while the application is processing. A temporary CCWC may be issued while the applicant seeks his or her Child Abuse Registry records, provided that
  - a. the applicant provides proof to the Clerk that the applicant has made a request for the applicant's Child Abuse Registry records from the Idaho Department of Health and Welfare, and
  - b. the applicant provides the required Child Abuse Registry records within ninety (90) days of submitting an otherwise complete application.Employees with a temporary CCWC, must be supervised at all times when working with children.~~

(C) On-Site Non-Provider Documentation. No On-Site Non-Provider shall be in unsupervised contact with any child at a Child Care Facility. The following documentation and information for each On-Site Non-provider must be in the facility file:

- (1) Verification issued by the Chief of Police or his designee certifying that a criminal background investigation has been completed, ~~or being completed,~~ for the On-Site Non-Provider within two (2) years previous. If the On-Site Non-Provider is a minor, then the parents of the minor must sign a release so that the juvenile justice review may be completed.
- (2) Copies of the applicant's records from the Child Abuse Registry or a letter from the Idaho Department of Health and Welfare that the Child Abuse Registry does not contain any records regarding the applicant.

(3) The name and address of the Child Care Facility where the On-Site Non-Provider is employed or will be present at the Facility.

~~(4) The City Clerk shall provide a temporary On Site Non Provider Documentation, valid for ninety (90) days, once the application materials have been received in full, so that the On Site Non Provider may be present at the facility while the application is processing. A temporary On-Site Non Provider Documentation may be issued while the applicant seeks his or her Child Abuse Registry records, provided that~~

~~a. the applicant provides proof to the Clerk that the applicant has made a request for the applicant's Child Abuse Registry records from the Idaho Department of Health and Welfare, and~~

~~b. the applicant provides the required Child Abuse Registry records within ninety (90) days of submitting an otherwise complete application.~~

(D) Location of Certification and Documentation. The certification and documentation shall be kept upon the premises of any Child Care Facility where Child Care Worker or an On-Site Non-Provider works, resides, or regularly visits. The certificate or documentation shall be promptly made available upon request by any member of the public or by the Fire Marshall, Building Official or law enforcement officer.

(E) The term of the certificate is for two (2) years.

**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 August, 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, TO  
ADOPT CHANGES TO TITLE 6, CHAPTER 3 TO REMOVE TEMPORARY  
CHILD CARE LICENSING FROM THE CITY'S CHILD CARE  
REGULATIONS; PROVIDING SEVERABILITY, CODIFICATION,  
PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

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



## MEMORANDUM

**TO:** Mayor and Council Members  
**FROM:** Dave Hanneman, Fire Chief  
**DATE:** Sept. 10, 2018  
**RE:** Sept. 13 Council Item : Bonneville County Ambulance Contract

Mayor and Council Members,

Attached for your consideration and approval is the 2018/19 Ambulance Service Contract with Bonneville County.

This year's contract includes changes that reflect a six percent (6%) increase to the base fee. This year we also have added an additional \$400.00 in the monthly lease agreement to cover the cost of utilities in Swan Valley. This fee has been added to our base amount which reflects a neutral cost to the CITY. In consideration of the base and rental fees the County will be paying the CITY \$2,686,000 in the 2018/2019 agreement.

I respectfully request approval of this year's contract for service with Bonneville County.

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



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

THIS AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND (hereinafter "Agreement") is made and entered into this      day of , 2018, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY") and BONNEVILLE COUNTY, IDAHO, a subdivision of the State of Idaho (hereinafter "BONNEVILLE"), effective October 1, 2018, (the "Effective Date").

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

WHEREAS, Bonneville County (BONNEVILLE) is a subdivision of the State of Idaho;

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

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

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

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

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

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



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

3. Term. The term of this Agreement shall commence on October 1, 2018, and shall terminate on September 30, 2019, unless otherwise extended by agreement between the parties.
4. Payment for Services. In consideration of the operation and maintenance of such ambulance services by CITY pursuant to this Agreement, BONNEVILLE agrees to pay CITY the sum of Two Million Six Hundred Eighty-Six Thousand Dollars (\$2,686,000.00), for services provided during the term of this Agreement. Such amount shall be paid in twelve (12) equal installments, the first installment to be due and payable on October 1, 2018, and all succeeding installments to be due and payable on the first day of each succeeding month thereafter. CITY agrees that payments received by BONNEVILLE pursuant to this Agreement, shall be used solely by CITY for purposes of providing ambulance services to BONNEVILLE.
5. Dispatching Services. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.
6. Acquisition of Real and Personal Property. CITY shall purchase, provide, own, and retain ownership of all real and personal property, equipment and materials necessary for the operation of the ambulance services to be provided pursuant to this Agreement. CITY shall not access or charge any fee or cost to BONNEVILLE for providing such real or personal property, equipment and materials, except as expressly set forth in this Agreement.
7. Establishment of Rates and Charges. The parties agree that CITY may establish a system of rates, charges and fees to be charged to all persons who use or are otherwise provided services by and through the ambulance services in this Agreement. For the term of this Agreement, such rates and charges shall be in the amounts set forth by Idaho Falls City Council. In the event a procedure or medication is administered to a patient that is not listed in the CITY's rate chart, then such charges shall be reasonable and shall fairly approximate the CITY's cost of providing and administering the same. In such case, all revenues received from such patients shall belong to CITY, provided, however, that such revenue received by CITY shall be used by CITY solely for the purposes of providing ambulance services to BONNEVILLE pursuant to this Agreement.
8. Insurance. CITY shall purchase and maintain through the term of this Agreement, liability coverage including errors and omissions coverage and general and professional liability coverage, insuring City from liability for property damage, personal injury, or death arising from any act or omission during the course of providing ambulance services in conjunction with the terms of this Agreement. CITY shall obtain and maintain throughout the term of this Agreement, automobile liability coverage insuring CITY and its officers, agents or employees from liability arising from any act or omission committed during the use or operation of ambulance vehicles under the terms



and conditions of this Agreement. Such automobile liability insurance coverage shall have a combined single limit of no less than one million dollars (\$1,000,000) or the amount of the monetary limits set forth in Idaho Tort Claims Act under Idaho Code § 6-926, whichever is less.

9. Lease of DISTRICT Swan Valley Facility. DISTRICT agrees to lease, and does hereby lease, to CITY for the sum of One Thousand Four Hundred Dollars (\$1,400.00) per month, that certain property commonly known as the Swan Valley Facility, located at 15 ID-31, Swan Valley, ID 83449. CITY shall purchase, and/or maintain, fire and extended coverage insurance insuring the interest of CITY and DISTRICT in the building and property described above, as their interests may appear, for the fair market value thereof, throughout the term of this AGREEMENT. DISTRICT shall be responsible for all repairs and maintenance to the DISTRICT Swan Valley Facility during the term of this AGREEMENT. DISTRICT shall also pay all utility costs.
10. Nature of Relationship. Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the parties. It is the sole intent of the parties that CITY shall be considered an independent contractor with respect to its delivery of ambulance services to BONNEVILLE pursuant to this Agreement. Neither party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever other than as contemplated in this Agreement.
11. Interpretation of Agreement. This Agreement has been mutually drafted and reviewed by legal counsel for both parties hereto. In the event of any ambiguity in the terms and conditions hereof, no adverse construction shall be drawn against the drafter hereof, it being the parties' intention that this Agreement be construed solely in accordance with the parties' intent as may be evidenced by any extrinsic circumstances demonstrating such intent.
12. Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.
13. Complete Agreement. This writing evidences the complete and final agreement of the parties regarding this subject matter and no other statement, representation or understanding shall be binding, except as expressly set forth in this Agreement or in another written agreement. In particular, this Agreement is intended to supersede all previous ambulance service agreements, by and between the parties hereto.

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

ATTEST:

CITY OF IDAHO FALLS

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

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

ATTEST:

COUNTY OF BONNEVILLE

By Penny Manning  
County Clerk

By Roger S Christensen  
Roger Christensen, Chair, Board of County  
Commissioners

STATE OF IDAHO            )  
                                      ) ss.  
County of Bonneville    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a  
notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the  
Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing  
document, and acknowledged to me that she is authorized to execute the same for and on behalf of  
said City.

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

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

(SEAL)




STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

On this 4<sup>th</sup> day of September, 2018, before me, the undersigned, a notary public for Idaho, personally appeared Roger Christensen known to me to be the Chairman of the Board of County Commissioners for the County of Bonneville, the County that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said County.

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

(SEAL)



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



## MEMORANDUM

**TO:** Rebecca Casper, Mayor

**FROM:** Bryce Johnson Chief of Police *BJ*

**DATE:** August 27, 2018

**RE:** Council Agenda Item/SRO Agreement

The Police Department respectfully requests that the attached School Resource Officer Agreement between Idaho Falls School District #91 and the City of Idaho Falls Police be placed on the Council Agenda.

Agreement: The Idaho Falls Police Department has provided sworn officers to work as School Resource Officers within Idaho Falls School District #91. The Idaho Falls Police Department is pleased to continue School Resource Officer services for District #91. This agreement provides for a 50% reimbursement for one of the School Resource Officers and 70% for the other two to be paid by School District #91. Reimbursement is based on the individual officer's wage to account for wage increase, longevity, etc. Roughly \$181,000.00 annually. This agreement is the same as last year's Council approved MOU with a change of dates to make it effective during the 2018-2019 school year, and the addition of one School Resource Officer at the 50% reimbursement rate.

The attached draft was verbally approved by the School Board on August 15, 2018.

**ACTION:** The Idaho Falls Police Department respectfully request that the City Council approve, the Mayor to sign the agreement, or take other action as deemed necessary.

/as

Johnson MEMO-032.2018 Agenda Item / SRO Agreement



# IDAHO FALLS

## SCHOOL RESOURCE OFFICER AGREEMENT

AGREEMENT, made effective the day 31<sup>st</sup> of August 2018, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation, P.O. Box 50220, Idaho Falls, Idaho 83405, (hereinafter "CITY"), and IDAHO FALLS SCHOOL DISTRICT NO. 91, a public corporation organized pursuant to the laws of the State of Idaho, 690 John Adams Parkway, Idaho Falls, Idaho 83401, (hereinafter "DISTRICT");

### WITNESSETH:

WHEREAS, CITY operates and maintains a Police Department within CITY limits and -employs a trained and certified staff of police officers to provide law enforcement services within CITY;

WHEREAS, DISTRICT has need of qualified and trained personnel to provide security and law enforcement services within the various schools of DISTRICT which are located within the boundaries of CITY;

WHEREAS, it is to the mutual interest of the parties that security and law enforcement services be readily available during school hours within such schools;

NOW THEREFORE, it is hereby agreed as follows:

1. **CITY Police Officers:** Subject to the approval by DISTRICT on an officer-by-officer basis, CITY agrees to provide for the use and benefit of DISTRICT sworn police officers to work as School Resource Officers ("SROs") within the

schools operated by DISTRICT within the CITY provided CITY shall have no obligation to provide a substitute officer during times when an SRO is taking mandatory training, approved vacation, holiday, sick leave or other leave or absences beyond the control of the CITY. Such police officers shall be available during the time when school is in session during the term of this Agreement.

2. **Term of this Agreement.** The term of this Agreement shall commence on August 31, 2018 and shall terminate on August 31, 2019.
3. **Compensation.** In consideration for the services provided herein, the parties agree to the following compensation.

**For Two (2) SRO's.** The DISTRICT agrees to pay CITY an amount equal to seventy percent (70%) of each SRO's wages and seventy percent (70%) of the cost of each SRO's benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY seventy percent (70%) of all compensation paid to all SRO's and seventy percent (70%) of each officer's FICA withholdings, PERSI withholdings and the premiums for workers' compensation, health and accident insurance and life insurance attributable to such SRO.

**For One (1) SRO.** The DISTRICT agrees to pay CITY an amount equal to fifty percent (50%) of each SRO's wages and fifty percent (50%) of the cost of each SRO's benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY fifty percent (50%) of all compensation paid to all SRO's and fifty percent (50%) of each officer's FICA withholdings, PERSI withholdings and the premiums



for workers' compensation, health and accident insurance and life insurance attributable to such SRO.

**All SRO's.** DISTRICT will pay 100% of overtime earned by the SROs for school related activities. Overtime incurred from a criminal investigation or arrest will be paid 100% by CITY. Payment of DISTRICT's share of such wages and benefits shall be due no later than the 30<sup>th</sup> day of January and June during the term hereof, provided CITY sends an invoice to DISTRICT at least fifteen (15) days prior to such due date. Each invoice shall be for wages and benefits paid since August 31, 2018, or since the date of the last payment.

4. **Work Schedules.** DISTRICT shall have the right to establish and direct the work hours and work days for all SRO's, including the right, if necessary, to require work on holidays established by CITY Personnel Policy and the right to require work in excess of an eight (8) hour day, provided in such event, any overtime compensation paid to or accrued by an SRO and arising from such holiday pay or overtime work, shall be included within the compensation (comp time) in which DISTRICT is required to participate. DISTRICT can change the shift hours of the SRO to accommodate scheduled school-related events that require security or the presence of the SRO. Any overtime compensation for DISTRICT-related activities will be paid by DISTRICT at one hundred percent (100%) of time earned. Overtime earned as part of a criminal investigation or arrest will be paid 100% by CITY.
5. **Supervision and Direction of SROs.** DISTRICT shall have the right to generally assign work tasks to the SROs, provided the manner and means by which such work is performed shall be determined by CITY, in accordance with CITY's

Personnel Policy, ordinances and regulations and any general orders promulgated by the Chief of Police and School District 91 Board policy. The right to make such work assignments shall be limited to the time when school is in session. In particular, CITY will be responsible for the education, training and disciplining of SROs. The SRO's assignments and work ethics will be continually evaluated by the DISTRICT, and concerns or issues will be presented to the Idaho Falls Police Department promptly. Quarterly meetings between the School and Police Administration should also be arranged. CITY will try to make accommodations to provide training outside of school hours. There may be mandatory training in which the officers will have to attend during school time. Officers will notify school principals of such training. It is the desire of CITY to provide DISTRICT with SROs; however, because of possible staffing shortages and officer interest, CITY does not guarantee that all SRO positions will be filled. DISTRICT has the right to reject any SRO candidate and if not satisfied at any time with the current SRO, DISTRICT may request a new SRO. Replacement of any personnel is not guaranteed by CITY. All wages, benefits and all terms and conditions of the SRO's employment shall be in accordance with and subject to the CITY Personnel Policy, regulations and procedures as established by the statute or CITY ordinance. Any transfers are in accordance with the Idaho Falls Police Department transfer policy. School personnel will be involved in the transfer process.

6. **Uniforms and Equipment.** CITY will provide each SRO with all equipment, uniforms, weapons, communications equipment and other accessories as necessary to perform his/her duties and as are customarily supplied for police officers generally. CITY will provide each SRO with a computer, network

interface card and associated software capable of communicating with and through the CITY Records Management System.

7. **Equipment Provided by District.** DISTRICT shall provide an office, desk, telephone and necessary office supplies for use by each SRO. DISTRICT will also provide an internet connection for use by each SRO.

8. **Liability Insurance; Waiver of Indemnification and Contribution Rights.**

DISTRICT and CITY shall each be separately responsible to obtain and maintain their own policy of liability insurance for claims arising against either of them as a result of any act or omission by each SRO and neither shall have any obligation or duty to procure liability insurance for the other. To the fullest extent permitted by law and by the terms and conditions of both parties' general, police liability or errors and omissions insurance policies, each party waives, as against the other, any claim for indemnification or contribution arising out of any negligent act or omission by any SRO while acting within the course and scope of his duties whenever such act or omission causes property damage or personal harm, injury or death to a third party. To the extent such waiver is not allowed by any policy of one party, the waiver shall not be applicable to the other party.

9. **Complete Agreement.** This writing evidences the complete and final agreement of the parties and no prior statement, representation or understanding shall be

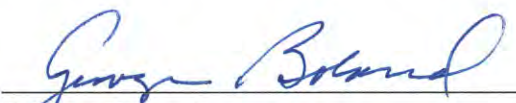
DATED this \_\_\_\_\_ day of August 2018.

CITY OF IDAHO FALLS, IDAHO

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Rebecca Casper  
Mayor

IDAHO FALLS SCHOOL DISTRICT NO. 91

By:   
George Boland  
Superintendent





## MEMORANDUM

**TO:** Honorable Mayor and City Council

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

**DATE:** September 7, 2018

**RE:** Amendment of Title 8, Chapter 11 of the City Code in Regards to Cemeteries

---

Mayor and Council:

The Parks and Recreation Department respectfully requests amendment of Title 8, Chapter 11 of the City Code to include changes in various definitions, regulations of grave lots and spaces, gravestones, and burial schedules, etc. in order to bring more consistency and predictability to cemetery uses and procedures.

This amendment has been reviewed and approved by the Legal Department. The Parks and Recreation Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute the necessary documents.

Respectfully,

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

Greg A. Weitzel

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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, TO ADOPT CHANGES TO TITLE 8, CHAPTER 11 TO INCLUDE CHANGES IN VARIOUS DEFINITIONS, REGULATIONS OF GRAVE LOTS AND SPACES, GRAVESTONES, BURIAL SCHEDULES, OWNERSHIP PROCESSES AND DISINTERMENT; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City owns and controls the Rose Hill Cemetery and the Fielding Memorial Park within City's limits; and

WHEREAS, cemeteries are meant to provide a beautiful, peaceful, restful, aesthetically pleasing, and well run space where the remains of friends, loved ones, neighbors, community members, and others may be interred or preserved following their passing from this life; and

WHEREAS, in order to maintain the quiet dignity and peacefulness of such cemeteries, the City has created within the City Code a Chapter controlling cemeteries; and

WHEREAS, a review of this Chapter has opened up the opportunity to bring more consistency and predictability to cemetery uses and procedures; and

WHEREAS, the Council desires to adopt these changes in order to continue well-reasoned cemetery processes and practices (including ownership, maintenance, control, and revisions of burial lots and spaces); and

WHEREAS, the changes proposed accomplish the needs of the City and those persons interested in utilizing the City's cemetery services.

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

**SECTION 1.** Title 8, Chapter 11, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

**8-11-1: DEFINITIONS:**

**Burial: the placement or interment of human remains in a burial space (e.g., full-body interment in a grave or crypt, urn of cremated remains in a niche, crypt or in-ground grave).**

**Cenotaph: A monument or empty tomb honoring a person buried elsewhere.**

**Disinterment: The removal of the buried remains of a deceased person.**

Grave: A below-ground burial space.

Gravestone: Any object (such as a stone, plaque, headstone, monument, or monolith) identifying or marking a grave, gravesite, or burial place.

Mausoleum: Any large, imposing burial place, where part of the structure is above ground.

Niche: A shelf-like space in a columbarium structure used for burial.

Sexton: The City employee authorized to be responsible for cemetery operations and any designee of the Sexton.

Space: An individual space within a cemetery designated for burial.

Vault: A container designed to enclose a casket or urn for burial.

~~8-11-24: CEMETERIES UNDER CONTROL OF CITY: The cemetery lying within the City, known as Rose Hill Cemetery, and the cemetery lying within the City, known as Fielding Memorial Park, shall be under the direct supervision and control of the City.~~

~~8-11-32: TITLE TO CEMETERY LAND: The title to all land located within Rose Hill Cemetery and Fielding Memorial Park, not heretofore transferred or conveyed by deed or certificate, shall vest in the City, and shall be transferred-issued by a certificate executed by the Mayor and Clerk under the City seal of said City. Such certificate shall vest title to the lots spaces so conveyed or transferred to the purchaser, his-their heirs and assigns, in fee simple, for burial purposes, only-subject to such conditions as may be imposed or prescribed by the City.~~

~~8-11-43: TRANSFER OF LOT SPACE BY OWNER; TRANSFER FEE: A cemetery lot space may be transferred from one (1) person to another by surrendering the original or copy of original certificate, where available, to the Clerk, and requesting the clerk to issue a new certificate to-for the new-subsequent owner. The Clerk-City shall issue a new certificate upon the payment of a fee, as set from time to time by Resolution of the Council, and upon execution by the original owner(s) or owners-legal representatives of an assignment of such certificate.~~

~~8-11-54: ISSUANCE OF CERTIFICATE BY CLERK-CITY: A Ppersons desiring to purchase a lot-space in either of said cemeteries-a City cemetery shall make application to the City-clerk. Upon receipt of the application and payment of the purchase price for the space determined by r-Resolution of the City-Council, the City Clerk-shall execute and deliver to the applicant a certificate evidencing the-applicant's-ownership thereof. In the event a certificate is lost or destroyed, the Clerk-City may, upon swornadequate proof of ownership, issue a new certificate upon payment of a fee in an amount set from time to time by Resolution of the Council.~~

~~8-11-5: CEMETERY FUNDS: All moneys received by the Clerk shall be delivered forthwith to the City Treasurer who shall immediately deposit the same.~~

8-11-6: CEMETERY OWNERSHIP RECORD: The Clerk shall keep a record of the ownership of all spaces located within the City cemeteries. Such record shall state the name and address of the owner, the purchase price paid for the space(s) and the date of sale.

8-11-76: SEXTON'S FEES; BURIAL RECORD: Any owner of a burial plot space desiring an interment burial in either a City cemetery shall apply to the Clerk City. Upon payment of the Sexton's proper fees hereinafter set forth, the Clerk City shall give the applicant a certificate stating the name of the deceased and the location of the burial plot space where the deceased is to be interred. The Clerk shall also enter in the a book to be known as "The Burial Record" the name of the deceased, the date of his or her death burial, the cause or manner of death, if known, and age of the deceased, if known.

8-11-8: DUTIES OF SEXTON: The Sexton shall, under the direction of the Mayor and Council, have general care of and make general improvements of all spaces in said cemeteries. The Sexton shall dig or allow or cause to be dug graves for interment of bodies burial in either of the a City cemeteryies; provided that, if the person making application for interment burial desires to dig the a grave, the Sexton shall approve and supervise such excavation and the location thereof. The Sexton shall fill all graves where interments are made following burial, trim any grass, trees or shrubbery thereon and keep all graves spaces in an safe and attractive condition. The Sexton shall care for all grounds and tombstones foliage in the City cemeteries. The Sexton shall not permit burial interment of anybody without delivery receipt of a Clerk's Certificate under Section 8-11-6 hereof by the person requesting such internment.

The Sexton may enter upon any part of the cemetery, including any space, with equipment for the purpose of improving the appearance and condition of the space and the general appearance of the cemetery; to remove anything objectionable that may have been placed contrary to cemetery regulations; to remove any dead or dangerous tree, shrub, vine, or neglected fencing, railings, or enclosures; to remove any floral design or piece, which, in the discretion of the Sexton, has become unsightly or does not conform with this Chapter.

Morticians, undertakers, monument companies, contractors, religious representatives, florists, and other individuals or corporations working within a cemetery shall comply with this Chapter and shall perform all work in cemeteries under the direction and with the approval of the Sexton.

8-11-97: DEPTH OF GRAVE SPACES; DECORATIONS: Every grave shall be at least six feet (6') deep measured from the surface of the ground to the bottom surface of the grave. All winter decorations, including artificial wreaths and sprays, shall be removed by April 1 of each calendar year in both City cemeteries. Artificial flowers, ornamental decorations, and the like, are not allowed at Fielding Memorial between April 15 and October 30 annually. Space owners may improve, cultivate, and care for their spaces and existing trees, shrubs, and plants, in accordance with the City's Trees and Shrubbery Ordinance and as approved by the Sexton. Space owners may set out plants and flowers in sound wood, concrete, or metal containers of such kind or size



on their space(s) as do not interfere in any way with the general landscaping of the cemeteries, as solely determined by the Sexton.

~~8-11-9: CEMETERY OWNERSHIP RECORD: The Clerk shall keep a record of the ownership of all lots located within the City cemeteries. Such record shall state the name and address of the owner, the purchase price paid for the lot or lots and the date of sale.~~

~~8-11-10: MONUMENTS GRAVESTONES; GRAVE SPACES: The owner of any lot space in which a deceased person is interred buried shall may install a permanent monument or plaque gravestone at the head of such grave space with the name of the deceased plainly inscribed thereon, as approved by the Sexton. If the owner neglects or fails to install such monument or plaque within six (6) months from the date of burial, the Sexton shall place a monument or plaque at the head of the grave at the expense of the owner of said plot. Every grave space shall be at least five feet (5') deep measured from the surface of the ground to the bottom surface of the grave space opening.~~

All gravestones shall have a foundation. All gravestones, including foundation for individual spaces, shall be no more than forty inches by twenty-four inches (40"x24") and shall be flush with the surface of the ground. The location of all gravestones and construction foundations shall be approved by the Sexton.

Gravestones shall not be altered or moved without permission of the Sexton.

~~8-11-11: RESTRICTION ON MARKING GRAVES: No person shall erect any monument, gravestone, headstone, or grave marker above the surface of the ground within the following sections of Fielding Memorial Park Cemetery: Wasatch Lawn, Sunset, Roselawn, Forest Lawn, Pinehurst, Parkhurst, Valley View, Nauvoo Lawn, LaCresta, Whispering Hope, Cloverdale, Willowlawn, Comorah, Restlawn and Memory Lane or as otherwise designated.~~

~~8-11-112: IMPROVEMENT OF CEMETERY LOT SPACES; GROUND MAINTENANCE: No person shall erect or maintain any fence, corner post, coping, wall, hedge, or boundary of any kind upon any grave or lot space in a City cemetery. No trees or shrubs shall be planted in Rose Hill Cemetery or Fielding Memorial Park Cemetery without permission from the Sexton or superintendent. No person shall grade the ground or land above any grave, lot space or lots in said City cemeteries, or build any tomb, or mausoleum, or cenotaph upon the same, except with the permission and under the supervision of the Sexton. The Sexton shall, whenever requested, furnish the true lines of said lots a space according to the official survey and shall prevent and prohibit the marking of the same in any manner prohibited by this Chapter and shall prevent any grading in a manner which destroys the symmetry of the land. The Sexton shall, under the direction of the Mayor and Council, have general care of and make general improvements of all lots in said cemeteries.~~

No trees or shrubs shall be planted or removed without the consent of the Sexton. Tree removal shall be at the space owners' expense. Any trees or shrub in a City cemetery may be removed at the directive of the Sexton.

No steps, structures, or landscapes are allowed in a City cemetery, except for the following when approved by the Sexton:

At-grade concrete or similar durable material fencing located within the space boundaries. Concrete or similar durable material benches attached to an at-grade concrete or similar durable material foundation that extends at least four (4") inches beyond the bench in all directions, and located within the space boundary.

~~8-11-13: CHARGES AND FEES: The fees for burial spaces and Sexton services within Rose Hill Cemetery and Fielding Memorial Park Cemetery shall be set by Resolution by the City Council.~~

~~8-11-124: WOODEN CASKETS PROHIBITED USES AND ACTIVITIES: Wooden caskets shall not be used for burial of anybody within any City cemetery. Snow mobiles, off-highway vehicles, and all-terrain vehicles are prohibited in City cemeteries, unless in use by or at the direction of the Sexton.~~

There shall be no gathering of persons in excess of seventy-five (75) people without prior City approval (except during or incidental to a funeral occurring concurrent with a burial).

~~8-11-15: BURIALS PROHIBITED ON CERTAIN DAYS: Burials are prohibited within the City cemeteries on any legal holiday except Washington's Birthday, Veteran's Day, Idaho Human Rights Day or Columbus Day.~~

~~8-11-136: CREMATION BURIALS: No cremation interment shall be allowed in a traditional burial space after June 1, 1997, unless other cremains have been interred prior to such date within any burial space located within the lot in which such interment is requested. No cremation burials shall occur without the permission of the Sexton. The Sexton shall be given no less than forty-eight (48) hours or two (2) business days advanced notice of any funeral (in order to allow opening of the cemetery space). The opening and closing of a cemetery space shall be done by the Sexton. Winter burials (during extreme weather conditions) will occur only at the discretion of the Sexton. Burials will occur only on days the City is conducting business (i.e. including Saturdays but excluding Sundays and City-recognized holidays), unless specifically authorized by the Sexton and the City is reimbursed for all expenses related to such special burial.~~

Burial spaces are for human remains only. There shall be no animal remains in a City cemetery. The maximum following burials are allowed per burial space:

1. Coffin burial;
2. Coffin burial and up to two (2) cremation burials without vaults;
3. Two (2) cremation burials with vaults;

4. Three (3) cremation burials without vaults.

Every wooden casket shall be enclosed in a vault.

All burials shall be within a standard durable vault installed or constructed in each burial space before burial.

All cremation burials shall be in a permanently sealed container approved by the Sexton.

All burial spaces shall be opened and closed under the direction and control of the Sexton, except removals and reinterments supervised directly by the local health department.

~~8-11-17: RESTRICTION OF USE OF GRAVE SITE: In Rose Hill Cemetery and Fielding Memorial Park Cemetery no more than one (1) remains or cremains shall be allowed to be buried in a burial space.~~

8-11-15: DISINTERMENT: No disinterment of an occupied grave space shall occur until and unless any and all permits and licenses and written authorization required by law for such disinterment on an occupied grave have been obtained from any applicable state or county agency, government unit or official, and a copy of the same has been filed by the City. The City reserves its authority to refuse to allow a disinterment of an occupied grave (and to refuse to issue a City disinterment permit for the same) when the disinterment of an occupied grave is not done pursuant to a court order issued by a court of competent jurisdiction.

**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 September, 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, TO  
ADOPT CHANGES TO TITLE 8, CHAPTER 11 TO INCLUDE CHANGES IN  
VARIOUS DEFINITIONS, REGULATIONS OF GRAVE LOTS AND SPACES,  
GRAVESTONES, BURIAL SCHEDULES, OWNERSHIP PROCESSES AND  
DISINTERMENT; PROVIDING SEVERABILITY, CODIFICATION,  
PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

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





## MEMORANDUM

**TO:** Honorable Mayor and City Council

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

**DATE:** September 7, 2018

**RE:** Agreement for Purchase and Sale of Water Right

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Mayor and Council:

Attached for consideration is an agreement for the purchase and sale of the water right between Walker Land & Cattle, LLC and the City of Idaho Falls.

Walker Land & Cattle, LLC desires to sell and the City of Idaho Falls desires to buy a 15-acre portion of the Water Right No. 35-13314 for use at Noise Park in the amount of \$82,500.

The Parks and Recreation Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute the necessary documents.

Respectfully,

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

Greg A. Weitzel

## AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

---

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the \_\_\_\_ day of July, 2018 (the "Effective Date"), by and between **Walker Land & Cattle, LLC**, an Idaho limited liability company, whose address is 1070 Riverwalk Dr., Ste. 200, Idaho Falls, Idaho 83402 (hereinafter "Seller"), and the **City of Idaho Falls**, a political subdivision and municipality existing under and by virtue of the laws of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

### RECITALS:

- A. Seller owns Water Right No. 35-13314 (the "Water Right"), which was decreed on August 29, 2002 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of March 17, 1961. The current description of the Water Right is more fully set forth in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Seller desires to sell, and Buyer desires to buy, a 15-acre portion of the Water Right. Buyer has agreed to purchase the 15-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

### AGREEMENT:

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

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the following-described portion of the Water Right.

Source:	Ground water
Purpose:	Irrigation
Priority:	March 17, 1961
Quantity (Diversion Rate):	0.22 cfs of the total authorized 12.36 cfs
Quantity (Volume):	60 acre-feet per annum of the total authorized 3,456 acre-feet

Place of Use (Acreage):

15 acres of the 864 authorized acres identified on **Exhibit 2**.

The above-described portion of the Water Right is referred to hereafter as the "Purchased Water Right."

2. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
3. Purchase Price. The purchase price for the Purchased Water Right is Eighty-two Thousand Five Hundred Dollars (\$82,500.00) (the "Purchase Price").
4. Earnest Money Deposit. Contemporaneous with the execution of this Agreement, Buyer shall deliver to Seller earnest money in the amount of 10% of the Purchase Price, which is Eight Thousand Two Hundred and Fifty Dollars (\$8,250.00) (the "Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein.
5. Transfer Application. Within 30 days after both Parties sign this Agreement, Buyer will file with IDWR an *Application for Transfer of Water Right* (the "Transfer") to amend and move the Purchased Water Right to Buyer's desired location. The Parties will cooperate in obtaining IDWR approval of the Transfer and will provide and execute any necessary documents requested by IDWR. Buyer will be responsible for the costs to file the Transfer, including all attorney fees, consultant fees, and filing fees associated with preparation of the Transfer. In the event this Agreement is terminated pursuant to paragraph 6 of this Agreement, Buyer shall at its sole expense take such action as may be required to void or reverse the Transfer in order to return the Purchased Water Right to the condition it existed on the Effective Date, upon completion of which the Earnest Money will be returned by Buyer within 14 days of such completion.
6. Transfer Contingencies.
  - (a) Lien Release. Seller shall exercise commercially reasonable efforts to obtain any necessary lien releases for the Purchased Water Right. If, after exercising commercially reasonable efforts, Seller is unable to obtain any necessary lien releases on the Purchased Water Right, this Agreement shall be null and void and of no further effect, and Seller shall return the Earnest Money to Buyer.
  - (b) No Protests. If no protests or other objections to the Transfer are filed with IDWR, but the Transfer is (i) denied, (ii) approved by IDWR for less than 15 acres, or (iii) approved by IDWR with conditions that materially devalue the Purchased Water Right for Buyer's intended use thereof; then Buyer may terminate this Agreement within 14 days after the date of the IDWR approval notice by providing written notice of termination to Seller. Within 14 days of

receipt of the notice of termination, Seller shall refund the Earnest Money to Buyer. If Buyer does not terminate this Agreement as provided herein, the Parties shall proceed to Closing as set forth in paragraph 7.

- (c) Protest Filed. If a protest or other objection to the Transfer is filed with IDWR, then Buyer may terminate this Agreement within 180 days after the protest is filed with IDWR. If Buyer does elect to terminate this Agreement, Seller shall refund the Earnest Money to Buyer within 14 days of receipt of the notice of termination.

7. Closing.

- (a) Closing Date. If (1) no protest to the Transfer is filed with IDWR and (2) IDWR issues a transfer approval consistent with paragraph 6(b), then Closing on the Purchased Water Right shall occur within 30 days after the date all the above items are satisfied. If a protest or other objection to the Transfer is filed with IDWR and Buyer does not exercise the contingency set forth in paragraph 6(b) of this Agreement, the Closing shall occur within 60 days after receiving the final decision from the Department or a court of law approving the Transfer. Notwithstanding the above, the Parties may mutually agree to another date for the Closing.
- (b) Closing Location. The Closing shall occur at the offices of Holden, Kidwell, Hahn & Crapo, P.L.L.C, or at another location mutually agreed by the Parties.
- (c) Documents to be Delivered at Closing.
  - (1) At Closing, Buyer shall deliver the Purchase Price less the Earnest Money.
  - (2) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 3** for the Purchased Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Purchased Water Right free and clear of encumbrances.
- (d) Fees and Costs of Closing. The cost of recording the Deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Transfer and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

8. Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), Buyer shall be deemed in default hereof if Buyer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, Buyer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its



property, or institutes proceedings for its reorganization, in which case, in addition to any other remedies or rights Seller might have, Seller shall have the power and authority to notify the Department that the Application for Transfer has been withdrawn.

9. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the Effective Date and again as of the Closing as follows:

- (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement and will obtain good marketable title to the Purchased Water Right in fee simple, and Seller (at its expense) shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Right on or before Closing. If, after exercising commercially reasonable efforts, the liens, claims, or encumbrances are not removed by Closing, Seller may terminate this Agreement.
- (b) Conveyance. Seller shall then convey the Purchased Water Right free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Right Report contained at **Exhibit 1**.
- (c) Appurtenance. The Purchased Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
- (d) Not Forfeited. No portion of the Purchased Water Right has not been forfeited or abandoned in whole or in part.
- (e) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.

10. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of the Closing for the Purchased Water Right, as follows:

- (a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.
- (b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Purchased Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Purchased Water Right for Buyer's intended purposes.

11. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as

of the Closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the Closing. All such representations and warranties shall survive the Closing.

12. Representation of Holden, Kidwell, Hahn & Crapo, P.L.L.C. This Agreement was prepared by Robert L. Harris of the law firm of Holden, Kidwell, Hahn & Crapo, P.L.L.C. on behalf of the Buyer even though Holden, Kidwell, Hahn & Crapo, P.L.L.C. represents Seller and other Seller-related individuals and entities on other matters. By signing below, the Parties hereby provide their informed consent to have Mr. Harris prepare this Agreement on behalf of the Buyer, which informed consent is required under Rule 1.7 of the Idaho Rules of Professional Conduct and hereby waive any conflicts concerning this representation under Idaho law.

13. Miscellaneous.

- (a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages because of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.
- (b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

<u>Seller</u> Walker Land & Cattle, LLC 1070 Riverwalk Dr. Ste. 200 Idaho Falls, Idaho 83402	<u>Buyer</u> City of Idaho Falls P.O. Box 50220 Idaho Falls, Idaho 83405
<u>Seller's Representative</u>	<u>Buyer's Representative</u> Robert L. Harris Holden, Kidwell, Hahn & Crapo, P.L.L.C. P.O. Box 50130 Idaho Falls, ID 83405

- (c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.

(d) Broker.

- (1) Buyer shall and does hereby indemnify Seller against, and agrees to hold Seller harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or the transaction based on any act by or agreement or contract with Buyer, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Seller on account of or arising from any such claim, demand or suit.
- (2) Seller shall and does hereby indemnify Buyer against, and agrees to hold Buyer harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this transaction based on any act by or agreement or contract with Seller, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Buyer on account of or arising from any such claim, demand or suit.

- (e) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.
- (f) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
- (g) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- (h) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.
- (i) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (j) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.

(k) Essence of Time. Time is of the essence in this Agreement.

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

**“BUYER”**

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

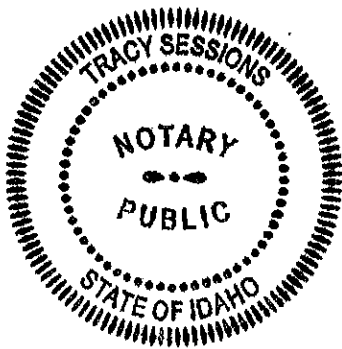
\_\_\_\_\_  
By: Rebecca L. Noah Casper, Mayor

ATTEST

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

**“SELLER”**

**WALKER LAND & CATTLE, LLC**



\_\_\_\_\_  
By: Lorin Walker  
Its: Member



# Exhibit 1 The "Water Right"

7/25/2018

Water Right Report

Close

## IDAHO DEPARTMENT OF WATER RESOURCES Water Right Report

7/25/2018

WATER RIGHT NO. 35-13314

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WALKER LAND & CATTLE LLC C/O MIKE BARNES OR TERRY WADSWORTH 1070 RIVERWALK DR STE 200 IDAHO FALLS, ID 83402 2085243341
Original Owner	ROLAND L WALKER 1070 RIVERWALK DR STE 252 IDAHO FALLS, ID 83402 2089320737
Security Interest	RABO AGRIFINANCE LLC 14767 N OUTER 40 RD STE 400 CHESTERFIELD, MO 63017
Security Interest	WELLS FARGO BANK MAC U1228-062 299 S MAIN ST 6TH FLOOR SALT LAKE CITY, UT 84111

Priority Date: 03/17/1961  
Basis: Decreed  
Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	12.36 CFS	3456 AFA
Total Diversion			12.36 CFS	

Location of Point(s) of Diversion:

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&SequenceNumber=13314&SplitSuffix=%20%20&TypeWaterRight=T...> 1/3

GROUND WATER|SWNWSE|Sec. 03|Township 02N|Range 35E|BONNEVILLE County  
 GROUND WATER|SWNWNE|Sec. 10|Township 02N|Range 35E|BONNEVILLE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
02N	35E	2		NWSW	40		SWSW	37						
		3		NESW	40		NWSW	36		SWSW	40		SESW	40
				NESE	40		NWSE	40		SWSE	40		SESE	40
		10		NENE	40		NWNE	40		SWNE	40		SENE	40
				NENW	40		NWNW	40		SWNW	40		SENW	36
				NESW	16		NWSW	32						
				NESE	12									
		11		NWNW	40		SWNW	40						
				NWSW	15									

Total Acres: 864

Conditions of Approval:

1. P21 THIS RIGHT IS A SPLIT FROM FORMER RIGHT 35-02654C.  
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER
2. C18 RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
3. 067 The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.
4. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
5. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
6. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Dates:

Licensed Date:

Decreed Date: 08/29/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&SequenceNumber=13314&SplitSuffr=%20%20&TypeWaterRight=T...> 2/3

7/25/2018

Water Right Report

**Other Information:**

State or Federal: S

Owner Name Connector:

Water District Number: 120

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

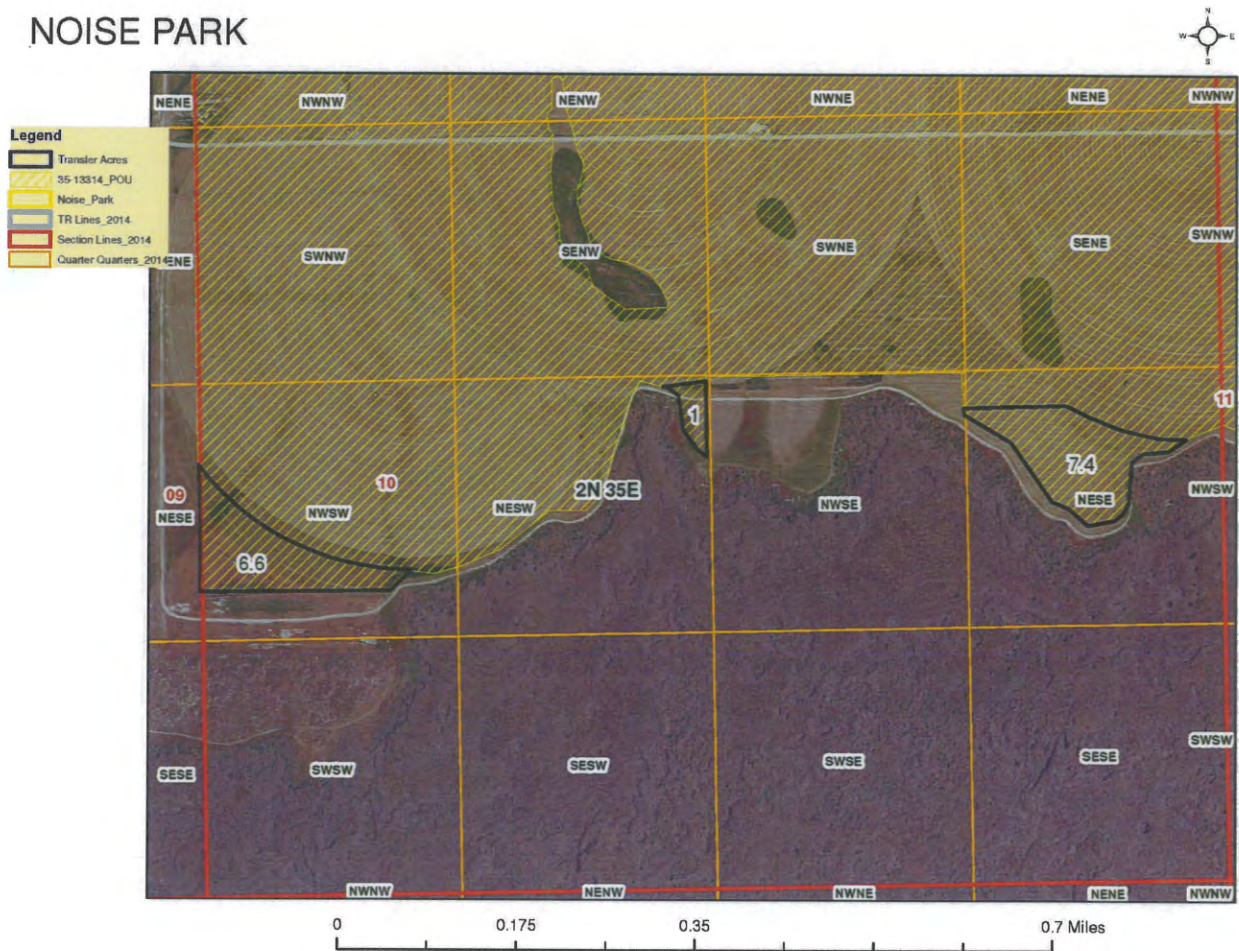
Cary Act Number:

Mitigation Plan: False

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&SequenceNumber=13314&SplitSuffix=%20%20&TypeWaterRight=T...> 3/3

## Exhibit 2 Map of 15 Acres—the “Purchased Water Right”

NOISE PARK





**Exhibit 3**  
**Form of the Deed**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Robert L. Harris  
Holden, Kidwell, Hahn & Crapo, P.L.L.C.  
PO Box 50130  
Idaho Falls, ID 83405

---

---

(Space Above for Recorder's Use)

**SPECIAL WARRANTY DEED FOR WATER RIGHTS**

**Walker Land & Cattle, LLC**, an Idaho limited liability company, whose address is 1070 Riverwalk Dr., Ste. 200, Idaho Falls, Idaho 83402 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **City of Idaho Falls**, a political subdivision and municipality existing under and by virtue of the laws of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in water right described on Exhibit A attached hereto (hereinafter the "Water Right").

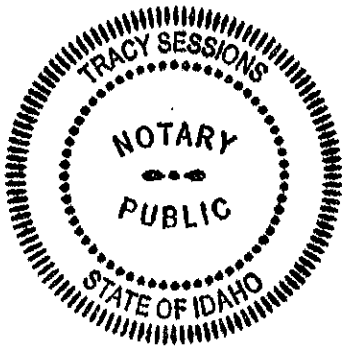
Grantor hereby covenants and warrants to Grantee as follows:

- (A) Grantor is the owner of the Water Right;
- (B) Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- (C) The Water Right is free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Water Right to Grantee.

Grantor makes no other covenants or warranties as to the Water Right.

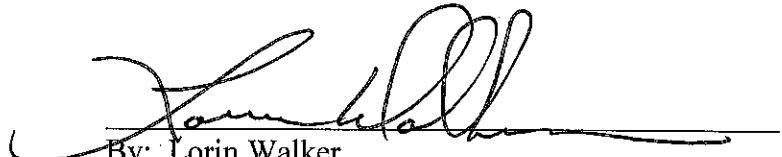
IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

DATED this 5 day of September, 20 18.



"SELLER"

WALKER LAND & CATTLE, LLC

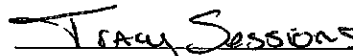
  
By: Lorin Walker  
Its: Member

STATE OF IDAHO )

County of Bonneville )

)ss.

This record was acknowledged before me on this 5 day of Sept., 2018,  
by **LORIN WALKER** as a member of Walker Land & Cattle, LLC.

  
NOTARY-PUBLIC FOR IDAHO  
My commission expires: 5-14-2024

**EXHIBIT A**  
**WATER RIGHT DESCRIPTION**  
**(TO BE COMPLETED AFTER APPROVED TRANSFER)**



## MEMORANDUM

**TO:** Honorable Mayor and City Council

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

**DATE:** September 6, 2018

**RE:** Change Order No. 1 for the Myers Anderson agreement for the Maeck Zoo Education Center

---

Mayor and Council:

As per resolution No. 2015-09, any individual change order in excess of fifty thousand dollars (\$50,000.00) requires City Council approval. Please find attached Change Order No. 1 in the amount of \$68,089.73 for RC Heavy Haul, sub-contractor to Petra, Inc. the general contractor on the project.

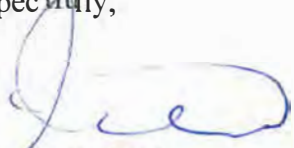
This change order will include supply, installation and relocation of a 200 foot section of storm water piping, supply and installation of a water meter and pit, supply and replacement of two existing manholes (#1 and #4). It also will provide an additional new sectionalizing cabinet.

The following is a list of changes and costs.

- Replacement of manhole #1- \$6,150.00.
- Replacement of manhole #4- \$7,160.00.
- Addition of new power sectionalizing cabinet- \$4,971.75:
- Additional Survey- \$1,200.00. Based on new inverts for manholes and drain line location.
- General conditions- \$6,814.00. Based on an additional 18 calendar days and project superintendent overhead.
- Additional Petra fee- \$6,189.98

The funding is coming from the Parks Capital Improvement Fund dedicated for the Zoo Education Center.

Respectfully,



Greg A. Weitzel



## MEMORANDUM

**TO:** Honorable Mayor and City Council

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

**DATE:** September 5, 2018

**RE:** VETERINARY SERVICES INDEPENDENT CONTRACTOR AGREEMENT

---

Mayor and Council:

Attached for your consideration is an independent contractor agreement renewal between the City of Idaho Falls and Dr. Rhonda Aliah for the purposes of providing veterinary services at the Idaho Falls Zoo at Tautphaus Park from October 1, 2018 through September 30, 2019. The agreement has been reviewed and approved by the City attorney.

The Department of Parks & Recreation respectfully requests authorization for the Mayor and City Clerk to execute the documents.

Respectfully,

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

Greg A Weitzel  
Department of Parks and Recreation

cc: City Clerk  
City Attorney



**VETERINARY SERVICES INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN CITY OF IDAHO FALLS, IDAHO  
AND RHONDA ALIAH, D.V.M.**

THIS VETERINARY SERVICES INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND RHONDA ALIAH, D.V.M. (hereafter "Agreement"), is made this 29 day of August 2018, by and between the City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Rhonda Aliah, D.V.M., whose address is 2561 Genevieve Way, Idaho Falls, Idaho 83402 (hereinafter "CONTRACTOR").

**RECITALS:**

WHEREAS, CITY is the owner and operator of Idaho Falls Zoo at Tautphaus Park and is in need of veterinary services for the animals in the Zoo (hereinafter referred to as the "Animals in the Collection");

WHEREAS, CONTRACTOR is a veterinarian licensed to practice veterinary medicine in the state of Idaho; and

WHEREAS, CITY desires that CONTRACTOR provide veterinary services at the Tautphaus Park Zoo as an independent CONTRACTOR and CONTRACTOR desires to provide CITY with said veterinary services for the animals at the Idaho Falls Zoo at Tautphaus Park as an independent CONTRACTOR on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties, in consideration of the mutual promises herein contained, hereby agree as follows:

**1. Services.** CITY hereby engages CONTRACTOR to perform veterinary services as described herein, and CONTRACTOR accepts such engagement commencing October 1, 2018, and terminating on September 30, 2019.

**2. Description of Work.** CITY hereby engages CONTRACTOR for the practice of veterinary services as an independent CONTRACTOR. The CONTRACTOR's duties under this Agreement are as follows:

- A. CONTRACTOR shall tour the Zoo a minimum of once per week and shall evaluate the health of the animal collection.

- B. CONTRACTOR shall review Zookeeper daily reports concerning health matters, treatments, illnesses, or injuries of the animals in the collection.
- C. CONTRACTOR shall provide any and all necessary medical treatment and care to the animals in the collection.
- D. CONTRACTOR shall, in accordance with federal law governing controlled substance, hold, supervise the administering of, and assume all legal responsibility for the use of any controlled substance or medication used at the Zoo in the care and treatment of the animal collection.
- E. CONTRACTOR, or an in-house staff veterinarian, shall perform regular rounds at the Zoo and perform routine veterinary services when needed or appropriate. CONTRACTOR or such staff veterinarian, shall also respond to emergency calls at the Zoo and treat sick or injured animals at the Zoo or at any other facility where CONTRACTOR has privileges, whenever CITY or CONTRACTOR deems necessary.
- F. CONTRACTOR, and such staff veterinarian, shall at all times keep and maintain a cell phone or pager on their persons and shall keep the Zoo Superintendent apprised of CONTRACTOR's cell phone/pager number and the name and cell phone/pager number of such staff veterinarian, one of whom will at all times be available to respond to calls from CITY. The on-call veterinarian will be familiar with any and all current medical concerns or on-going treatments of the animal collection at the Zoo.
- G. CONTRACTOR shall assist the Zoo Superintendent and the General Curator in planning routine and preventative medical protocols for the animal collection.
- H. CONTRACTOR shall, in accordance with the United States Department of Agriculture laws and regulations governing licensed exhibitors, assume responsibility as the attending veterinarian and provide all services and information required by U.S.D.A. regulations of the attending Veterinarian.
- I. CONTRACTOR shall be a member in good standing of the American Association of Zoo Veterinarians.
- J. CONTRACTOR shall provide at least six (6) articles per year regarding the veterinary care of the animal collection for publication in CITY materials, the Tautphaus Park Zoological Society materials, and/or professional (veterinarian or zoological) publications.

- K. CONTRACTOR shall, along with the City Parks and Recreation Director and the Zoo Superintendent, approve all animal acquisitions and dispositions by initializing animal transaction forms.
- L. CONTRACTOR shall have access to the Zoo grounds, the Zoo hospital, and administrative offices. Keys will be issued to CONTRACTOR, as necessary to facilitate performance of CONTRACTOR's duties. Such keys shall be promptly returned upon termination of this Agreement.

CONTRACTOR shall perform all services pursuant to this Agreement in a competent and efficient manner and in strict accordance with the currently accepted methods and practices of the profession described herein in compliance with any applicable code of ethics.

CONTRACTOR shall not disclose any information concerning CITY, CITY's employees, or the business which CONTRACTOR may learn as a result of the relationship created by this Agreement.

**3. Independent Contractor.** The parties to this Agreement agree that CONTRACTOR is a professional person, that CONTRACTOR is self-employed, and that the relationship created by this Agreement is that of a CITY contracting with an independent contractor and is not that of employer-employee. CITY is interested only in the results to be achieved, and the time spent, manner, details, conduct, and control of the work will lie solely with CONTRACTOR. CITY will not provide CONTRACTOR with any training. CONTRACTOR agrees that CONTRACTOR is solely responsible for the quality of CONTRACTOR's work, and CONTRACTOR agrees to indemnify and hold CITY and the employees of CITY harmless from any professional liability, including defense costs, which may be imposed upon CITY or the employees of CITY as a result of a professional act or omission of CONTRACTOR. CONTRACTOR may generally set CONTRACTOR's own hours, and is not required to work a set number of hours or days. The CONTRACTOR is not an agent or employee of CITY for any purpose, and is not authorized to incur any obligations or charges on behalf of the CITY. It is further understood that CONTRACTOR is free to contract with others during the term of this Agreement.

CONTRACTOR agrees to carry Worker's Compensation and to pay all Old Age Benefit, Self-Employment, Unemployment Compensation, and any other taxes required to be paid by self-employed persons by the United States Government, the State of Idaho, Bonneville County and CITY. CITY shall issue a Form 1099 to CONTRACTOR at the end of each calendar year during the term of this Agreement.

CONTRACTOR shall have no authority to enter into any contract or other agreement or commitment binding upon CITY. CONTRACTOR shall not have any interest in CITY's tangible or intangible assets.

#### **4. Expenses.**

4.1 CONTRACTOR shall maintain, at CONTRACTOR's sole cost and expense, professional liability coverage with limits of not less than two hundred fifty thousand dollars (\$250,000) for claims made and for all actions performed by CONTRACTOR during the term of this Agreement, whether or not a claim is actually made following the termination of this Agreement.

Upon execution of this Agreement CONTRACTOR shall provide CITY with proof of coverage.

4.2 CONTRACTOR shall pay for all of CONTRACTOR's dues pertaining to professional societies and shall pay for all of CONTRACTOR's professional education expenses. Any use by CONTRACTOR of CONTRACTOR's own vehicle in connection with the Business shall be without reimbursement by CITY.

**5. Payment for Services.** CITY's payment to CONTRACTOR for services rendered to CITY pursuant to this Agreement shall be as follows:

5.1 CITY shall pay to CONTRACTOR during the term of this Agreement, Three Thousand Three Hundred Dollars (\$3,300) per month. Such amount shall be due and payable in arrears at the end of each month during the term hereof.

5.2 CITY shall pay to CONTRACTOR the sum of Twenty-Five Dollars (\$25) per article in excess of the six (6) articles per year which are set forth in Section 2 above, which are authored by CONTRACTOR and published in the CITY publications, the Zoological Society's publications and/or other professional publications. Payment shall be made for the published articles identified herein within forty-five (45) days of the date of publication. CONTRACTOR shall have the duty to bring any and all publications of any such articles to the attention of CITY, and shall provide CITY with a copy of said published article, identifying the title, publisher, date of publication, page numbers upon which article appears and any further identifying information.

5.3 In addition to the above payments, CITY will also reimburse CONTRACTOR for direct, out-of-pocket expenses incurred by CONTRACTOR for independent outside consultations, medications, specialized surgical equipment, and supplies or outside veterinary services beyond CONTRACTOR's expertise required for the care of the Zoo animals, regardless of the time when rendered.

CONTRACTOR shall provide CITY with a billing statement within five (5) days after the end of each month for services provided hereunder, which billing statement shall list the services rendered during each such month in each of the categories listed in Section 5.1



through 5.3 above. CITY shall pay CONTRACTOR the amount determined above and as set forth in CONTRACTOR's billing statement for the prior month on or before the 10th day of the month following the month in which CONTRACTOR rendered the services. If this Agreement terminates for any reason while the total payments made to CONTRACTOR exceed CONTRACTOR's earned payment (as determined in the manner set forth above), CONTRACTOR shall promptly repay any such excess to the CITY.

CONTRACTOR is not entitled to participate in any retirement plan or other deferred compensation plan which may be provided by CITY. CONTRACTOR is not entitled to participate in any of CITY's employee plans or benefits, including, but not limited to, accident and health insurance, sick leave, group life insurance, medical expense reimbursement, and disability income or wage continuation plans.

**6. Right to Second Opinions.** CITY reserves the right to seek second opinions from qualified professionals regarding any diagnosis of disease, disorder, ailment, malady, physical condition and treatment relating to animals in the collection. Upon being directed to do so by CITY, CONTRACTOR shall abide by CITY's instructions regarding diagnosis for disease, disorder, ailment, malady, physical condition and treatment relating to animals in the collection.

**7. Indemnification.** CONTRACTOR shall indemnify CITY against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to animals, persons or property caused by or sustained in connection with the performance of this Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation, and the defense of any such claim or actions.

**8. Termination of Agreement.**

8.1 This Agreement may be terminated by either party for any reason whatsoever upon the giving of thirty (30) days written notice to the other party. Upon termination of this Agreement, all animals for whom CONTRACTOR provided services shall remain animals of CITY, and all records of all such animals for whom CONTRACTOR provided services shall remain the sole property of CITY, and CONTRACTOR shall have no right to copy such records.

8.2 This Agreement may be terminated in the sole discretion of CITY upon the occurrence of any of the following:

(a) CONTRACTOR engages in fraud, dishonesty, misappropriation of funds, embezzlement or other act of misconduct in the rendering of services pursuant to this Agreement;



(b) CONTRACTOR continues to engage in personal or professional misconduct or to violate rules of professional ethics after written notice thereof from CITY;

(c) CONTRACTOR fails or refuses, after written notice, to faithfully or diligently perform any of the duties, terms, conditions or provisions of this Agreement;

(d) CONTRACTOR makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or is involuntarily adjudicated bankrupt;

(e) CONTRACTOR becomes disabled for a period of thirty (30) days. CONTRACTOR shall be considered disabled if, CONTRACTOR is unable to personally perform the services required of CONTRACTOR under the terms of this Agreement, or, if under the terms of a disability income policy insuring CONTRACTOR, the insurance company which writes the insurance shall determine CONTRACTOR is disabled. If a disability income policy is not in force, CONTRACTOR shall be considered disabled on the certificate of a physician licensed to practice medicine in the state of Idaho. CITY shall choose the examining physician and may require CONTRACTOR 's attendance and exam with such physician provided CITY has reasonable grounds to believe CONTRACTOR is incapable of meeting his professional duties required hereunder. CONTRACTOR shall pay for the cost of such examination;

(f) CONTRACTOR ceases to be licensed to practice veterinary medicine, the profession called for by this Agreement, by the State of Idaho or any governing body of such profession in charge of licensing veterinarians in the State of Idaho.

8.3 Upon termination of this Agreement under the provisions of this paragraph 8, or expiration of this Agreement, CONTRACTOR shall purchase a "tail" professional liability insurance policy with limits of not less than two hundred fifty thousand dollars (\$250,000) at CONTRACTOR's sole cost and expense.

**9. Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed first class, postage prepaid.

If to City:                      City of Idaho Falls  
   P.O. Box 50220  
   Idaho Falls, Idaho 83405

If to Contractor: Dr. Rhonda Aliah  
2561 Genevieve Way  
Idaho Falls, Idaho 83402

**10. Controlling Law.** This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Idaho.

**11. Miscellaneous.**

**11.1 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be considered an original.

**11.2 Integration.** This Agreement supersedes all prior agreements or understandings, written or oral, of the parties hereto and incorporates the entire understanding of the parties with respect to the transactions contemplated hereby. This Agreement may not be modified without the prior written agreement of both parties to this Agreement.

**11.3 Attorney Fees.** Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other or prevailing party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

**11.4 Severability.** If any term or provision of this Agreement or application to any circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**11.5 Waiver.** All waivers to any of the terms or conditions of this Agreement shall be in writing, signed by the party waiving the performance of such term or condition. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**11.6 No Assignment.** This Agreement shall not be assigned by CONTRACTOR or CITY or by operation of law without the prior written consent of all parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below:

ATTEST:

CITY OF IDAHO FALLS

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

By: \_\_\_\_\_  
Rebecca Casper, Mayor

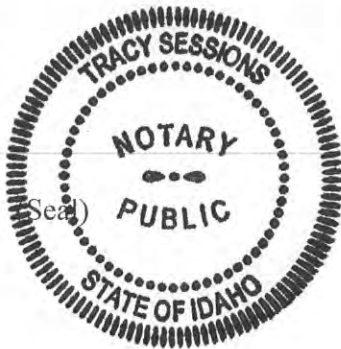
(Seal)

By: Rhonda Aliah DVM  
Rhonda Aliah, DVM

STATE OF IDAHO           )  
                                      ) ss:  
County of Bonneville    )

On this 29 day of August, 2018, before me, the undersigned, a notary public, in and for said State, personally appeared Rhonda Aliah, known or identified to me to be person whose name is subscribed to the within instrument and acknowledged to me that she executed the same on her own behalf.

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



Tracy Sessions  
Notary Public of Idaho  
Residing at: Bonneville County  
My Commission Expires: May 14, 2018



## MEMORANDUM

---

**TO:** Honorable Mayor and City Council

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

**DATE:** Friday, September 7, 2018

**RE:** Electric Line Extension Fee Waiver, Bonneville Hotel

---

Attached is a request to waive the electric line extension fees for the Bonneville Hotel. The property is within the area designated for fee waivers by resolution 2016-29. The total fees, including materials and labor totaled \$61,911.79. Of that amount, \$23,228.90 is directly related to the hotel. The remaining amount is for burying the lines in the alley. To be consistent with other recent waivers downtown, staff recommends waiving \$38,382.89 for the alley work. The applicant would like to request the remaining \$23,228.90 be waived as well. Staff has advised the applicant present it's arguments for such a waiver in the attached letter as well as at the meeting on September 13, 2018.

Attachments:      Applicant Letter  
                         Resolution 2016-29



August 23, 2018

Idaho Falls Urban Renewal Agency  
Attn: Brad Cramer  
680 Park Avenue  
Idaho Falls, Idaho 83402

Re: Bonneville Apartments Idaho Falls Power Fee and Alley Construction Cost Waiver

Dear Mr. Cramer:

The Bonneville Apartments Limited Partnership is planning to start construction on the rehabilitation of the Bonneville Hotel in September 2018. In order to meet our budget constraints, the Partnership is requesting that Idaho Falls Power waive \$23,000 in electric line extension fees. Without this waiver, the project will not be able to finalize construction contracts and proceed with the rehabilitation.

Also, it is the City's desire to underground the electrical service in the alleyway which is adjacent to the building. The work includes an estimated \$24,000 of excavation and other rework. These costs exceed our site work budget and we are requesting that Idaho Falls Power pay for these costs.

Please contact me with any questions.

Sincerely,

*Blake Jumper*

Blake Jumper  
Development Manager



## RESOLUTION 2016-29

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, IDENTIFYING GEOGRAPHICAL AREAS WITHIN CITY LIMITS WHICH ARE ELIGIBLE FOR CONSIDERATION FOR ELECTRIC LINE EXTENSION FEE WAIVER BY THE COUNCIL; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City has adopted a Comprehensive Plan that recommends encouraging development where City infrastructure (including utilities) already exists as a way to effectively manage growth and maintain proficient provisions of City services; and

WHEREAS, Idaho Falls Power has the ability to provide electric utility services within City limits; and

WHEREAS, the Council desires that development pay for infrastructure required to support new development (rather than requiring rate payers and customers of Idaho Falls Power to pay or subsidize infrastructure); and

WHEREAS, in certain geographical areas, the City wishes to promote development or redevelopment; and

WHEREAS, the City Code and City Resolutions provide for electric line extension fees that recover costs incurred to extend Idaho Falls Power infrastructure; and

WHEREAS, a waiver or adjustment of electric line extension fees is one (1) method that may encourage development and redevelopment within the City limits where infrastructure already exists; and

WHEREAS, City Code currently provides that the Council may consider the waiver or adjustment of electric line extension fees in certain geographical areas identified by Resolution of the Council; and

WHEREAS, this Resolution identifies the geographical areas within Idaho Falls City limits which qualify for the consideration by Council of waiver or adjustment of some or all of the electric line extension fees associated with development and redevelopment of those areas.

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

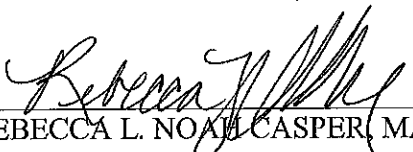
1. The City hereby approves consideration of waiver or adjustment of electric line extension fees for development and redevelopment in the areas identified in Exhibit "A" attached to this Resolution and made part hereof.

2. It is the Council's intent that City staff will review the areas identified in this Resolution designated for development or redevelopment at least annually and that staff will make recommendations to the Council for adjustments to the designated areas, as is deemed to be in the interest of such City development and redevelopment.

This Resolution shall be in full force and effect from and after its passage by the Council.

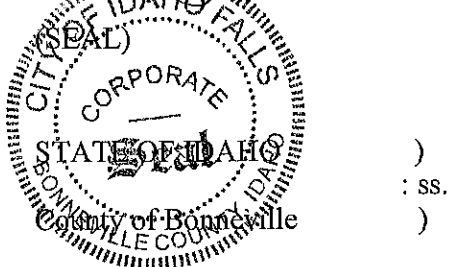
ADOPTED and effective this 10<sup>TH</sup> day of November, 2016.

CITY OF IDAHO FALLS, IDAHO

  
REBECCA L. NOAH CASPER, MAYOR

ATTEST:

  
KATHY HAMPTON, CITY CLERK



)  
: ss.  
)

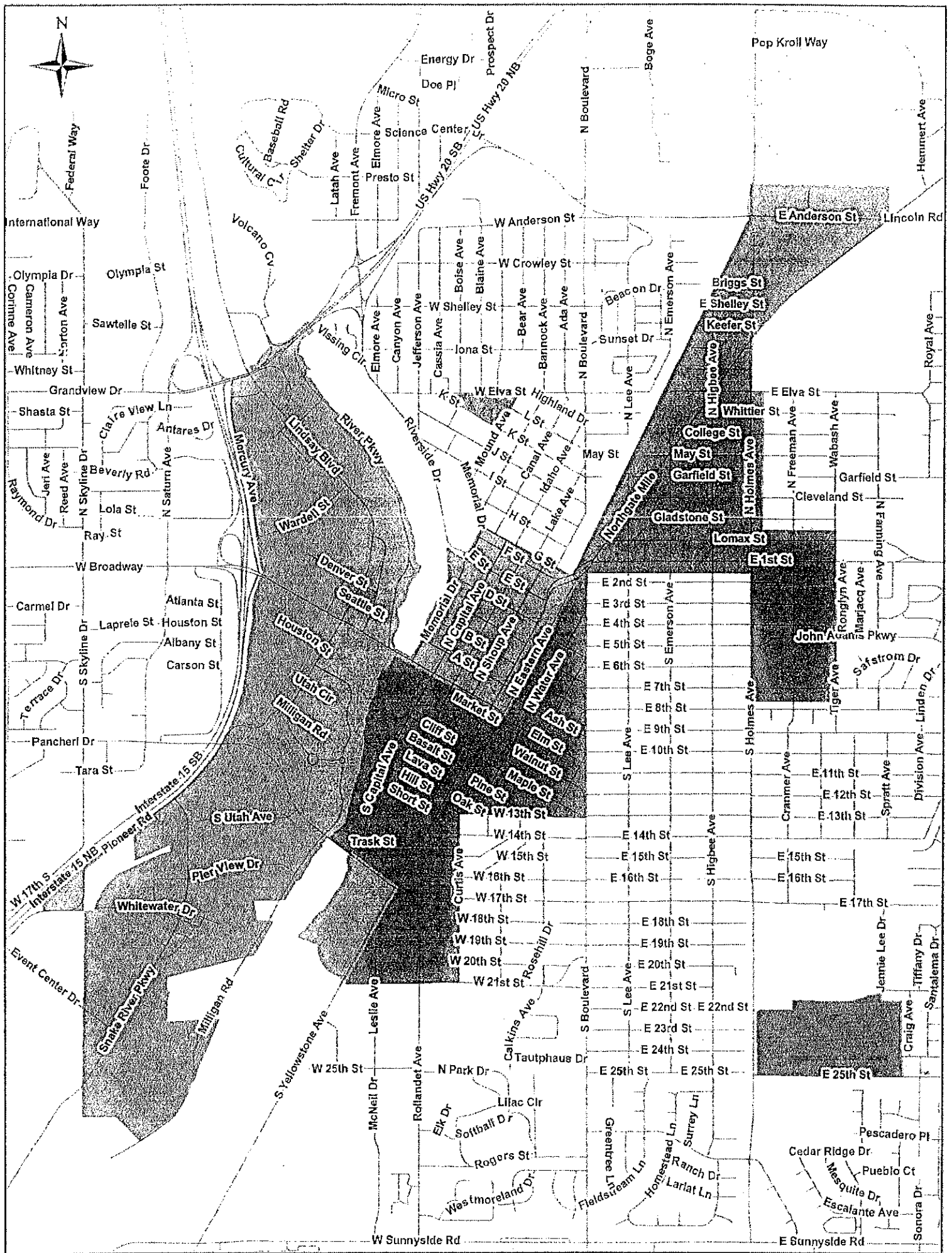
I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO  
HEREBY CERTIFY:

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, IDENTIFYING  
GEOGRAPHICAL AREAS WITHIN CITY LIMITS WHICH ARE  
ELIGIBLE FOR CONSIDERATION FOR ELECTRIC LINE  
EXTENSION FEE WAIVER BY THE COUNCIL; AND PROVIDING  
THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL  
AND PUBLICATION ACCORDING TO LAW."

  
KATHY HAMPTON, CITY CLERK



RESOLUTION WAIVER OF ELECTRIC LINE EXTENSION FEES





## MEMORANDUM

---

**TO:** Honorable Mayor and City Council

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

**DATE:** Friday, September 7, 2018

**RE:** Professional Services Contract with Stantec for Management of EPA Brownfields Grant

---

Attached is a contract with Stantec Consulting Services, Inc. for assistance in management of the recently awarded EPA Brownfields grant. Stantec was instrumental in helping write the grant and language in the contract for grant preparation indicated that if the grant was successful, the City intended to proceed with a contract for management of the grant. The contract is for an amount not to exceed \$549,500. The full grant amount is \$600,000 but it is expected that the City will retain a portion of the grant to cover staff efforts in administration. Staff respectfully requests approval of the contract.

Attachments: Contract

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO  
EPA BROWNFIELDS GRANT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO EPA BROWNFIELDS GRANT (hereinafter “Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter “CITY”), and Stantec Consulting Services, Inc., 9400 SW Barnes Road, Ste. 200, Portland, Oregon 97225 (hereinafter “STANTEC”).

**W I T N E S S E T H:**

WHEREAS, the City has been awarded a Brownfields Assessment Grant from the EPA to assess, clean up, and redevelop underutilized properties while protecting the public health and the environment; and

WHEREAS, assessment funding will support the City’s efforts to develop a comprehensive program to address brownfields in Idaho Falls; and

WHEREAS, assessment funding will provide for environmental assessment projects that will benefit the region and allow for future redevelopment; and

WHEREAS, the City has need for the services of a contractor to provide technical and project management assistance of project tasks related to this EPA Brownfields Assessment Grant; and

WHEREAS, a contractor will work with City staff and Coalition partners in implementing the resultant brownfield projects.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

**SECTION I: SCOPE OF WORK**

A. The Scope of Work and level of effort for the Project is detailed in Exhibit “A” attached hereto and, by this reference, made part of this Agreement by this reference.

**SECTION II:**

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between STANTEC and CITY by the terms of this Agreement. It is understood by the parties hereto that STANTEC is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Professional Services.



1. Payment for all services described in this Agreement is provided in accordance with Section II.B.2. of this Agreement.

2. The cost for STANTEC's services for Project as described in Section I, Scope of Work, is a fixed "not-to-exceed" five hundred forty-nine thousand five hundred dollars (\$549,500) plus labor rates detailed in Exhibit "A" payable to CITY in roughly equal monthly installments during the term of this Agreement.

3. Payment is due upon receipt of STANTEC's statement(s).

4. CITY and STANTEC may mutually agree to re-allocate tasks, providing the fixed "not-to-exceed" price described in Section II.B.2. of this Agreement is unchanged.

5. Pre-approved travel and printing expenses incurred in connection with this Project are excluded from the above "not-to-exceed" price and shall be reimbursed at cost, as approved by the Director of City Municipal Services Department.

C. Right to Use Images and Published Materials.

CITY and STANTEC agree that CITY, with this Agreement, acquires the right to use the results of STANTEC image(s), including any portion of its image(s). The use of image(s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs and functions. Image(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to IFAC for use of such image(s).

Nothing in this section shall constrain STANTEC from using the materials for other trainings or projects with other entities.

The parties acknowledge that any published materials or images received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 2 of Title 74 of the Idaho Code.

### **SECTION III:**

A. Termination of Agreement.

This Agreement may be terminated by STANTEC upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of STANTEC. CITY may terminate this Agreement with thirty (30) days' notice without cause and without further liability to STANTEC except as designated by this section. In the event of termination, STANTEC shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both parties hereto.

C. Project Timeline.

The term of this Agreement shall be from October 1, 2018, to September 30, 2019, unless adjusted by mutual agreement between the parties. CITY shall make available to STANTEC all technical data of record in CITY's possession, including financial, operations, and other information necessary for services prior to the initial date of the term of this Agreement.

D. Termination of Project.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay STANTEC for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. STANTEC's Insurance.

In performance of professional services, STANTEC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering STANTEC's services.

F. STANTEC's Additional Insurance.

STANTEC shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and STANTEC shall cause CITY to be named as an additional insured under said policy.

G. Indemnification.

STANTEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of STANTEC in the performance of professional services under this Agreement, to the extent that IFAC is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between STANTEC and CITY. STANTEC shall not be obligated to indemnify CITY for CITY's sole negligence.

H. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

I. Jurisdiction and Venue.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall

be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

J. Binding of Successors.

CITY and STANTEC each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

K. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning the professional services, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. STANTEC may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

L. CITY's Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

M. Fairness.

STANTEC covenants and agrees that it is obligated to comply with all rules, regulations, and policies that apply to any other patrons, users, and potential users of the Auditorium and that STANTEC will have no financial or scheduling advantage over others. Further, STANTEC shall pay any non-profit negotiated rate already agreed upon prior to the term of this Agreement unless such non-profit negotiated rate is changed (as agreed upon by the parties to this Agreement).

N. Ownership and Publication of Materials.

CITY and STANTEC agree that CITY, with this Agreement, acquires the right to use all reports, information, data, and other materials prepared by STANTEC pursuant to this Agreement and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain STANTEC from using materials for other trainings or projects with other entities.

O. Non-discrimination.

STANTEC shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

“CITY”  
City of Idaho Falls, Idaho

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

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

“SANTEC”

By \_\_\_\_\_  
Leonard Farr, Senior Associate

STATE OF IDAHO            )  
  ) ss.  
County of Bonneville        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

(Seal)

\_\_\_\_\_  
Notary Public of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON        )  
                                      ) ss:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a notary public, in and for said State, personally appeared Leonard Farr, known or identified to me to be a senior associate of Stantec Consulting Services, Inc., and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said IFAC.

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

\_\_\_\_\_  
Notary Public of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Seal)



## EXHIBIT “A”

### Scope of Services

In May of 2018, City of Idaho Falls (City) received word from the Environmental Protection Agency (EPA) that its FY2018 Coalition Brownfield Assessment Grant application had been funded. Stantec Consulting Services Inc. (Stantec) and its subcontractors will work with the City to execute the following scope of work in implementing the resultant brownfield project wholly funded by the EPA Brownfield Assessment Grant. The total contractual budget for Stantec to complete the scope of work described below is \$549,500. See the City’s Cooperative Agreement Work Plan prepared for the project, dated July 23, 2018, for further details and schedule for described tasks.

#### Task 1 – Brownfield Inventory

At the outset of Task 1, electronic data for all tax parcels within Idaho Falls will be obtained from Bonneville County. Stantec will utilize this data, and criteria identified by the City and other stakeholders, to identify and prioritize opportunity sites. Inventory deliverables will include an Inventory Report detailing inventory methods and findings, and a GIS-based online inventory tool containing all site data contained in the Inventory Report.

Estimated fee for Task 1 is \$29,000.

#### Task 2 - Phase I Environmental Site Assessments

Stantec will complete up to 16 Phase I Environmental Site Assessments (ESAs) at up to 10 hazardous substance sites and six petroleum sites. Sites will be selected by the City. Prior to initiating Phase I ESAs, an eligibility determination will be prepared and submitted to the EPA for review and approval. Phase I ESAs will be performed in accordance with the All Appropriate Inquiries (AAI) Final Rule and the ASTM International E1527-13 Phase I ESA standard. All AAI final reports produced will comply with 40 CFR Part 312. All AAI reports submitted to the EPA will be accompanied by a completed “Reporting Requirements Checklist.”

Estimated fee for Task 2 is \$80,000.

#### Task 3 – Phase II ESAs, Cleanup & Re-Use Plans and Area-Wide Plans

##### ***Task 3.1 – Phase II ESAs***

Stantec will completed up to 14 Phase II ESAs at up to 9 hazardous substance sites and 5 petroleum sites. Sites will be selected by the City. Phase II ESA activities are anticipated to include soil, groundwater, soil vapor, and regulated building materials sampling and analysis, and reporting. For each property where Phase II ESA work is completed, Stantec will prepare Site- Specific Sampling and Analysis Plans (SSSAPs), Health and Safety Plans (HASPs), and Endangered Species Act and National Historic Preservation Act (NHPA) screenings. A Master Quality Assurance Project Plan (QAPP) will be

prepared by Stantec and will govern quality assurance and quality control for all Phase II ESA sampling, and will be referenced in each SSSAP prepared for the project.

Estimated fee for Task 3.1 (Phase II ESAs) is \$293,500.

### ***Task 3.2 - Cleanup and Re-Use Planning***

Stantec will complete up to four Site-Specific Cleanup and/or Re-Use Plans at two hazardous substance and two petroleum brownfield sites. Cleanup Plans will comply with state requirements, and may be completed as Analysis of Brownfield Cleanup Alternative (ABCA) documents, and will summarize the following information:

- site description and contamination (i.e., exposure pathways, contaminant sources, types and levels of contamination, etc.);
- cleanup standards; and
- applicable laws.

Any ABCAs prepared for the project also will discuss alternatives considered (at least two, evaluated in terms of effectiveness, implementability and cost) and the proposed cleanup plan. ABCAs also will include the cleanup standards to be achieved and any institutional, land use or engineering controls that will be required as part of the cleanup.

Estimated fee for Task 3.2 (Cleanup and Re-Use Planning) is \$40,000.

### ***Task 3.3 – Area-Wide Planning***

Stantec will complete up to two Area-Wide Plans. The target area for each Area-Wide Plan will be selected by the City.

Area-Wide Planning activities will be tailored to each focus area and may include:

- Market analysis and evaluations of redevelopment potential;
- Identifying and developing strategies to overcome redevelopment barriers;
- Developing a vision for focus area redevelopment;
- Evaluating existing infrastructures capacity to accommodate the focus area vision, as well as identifying potential infrastructure investments needed.

Estimated fee for Task 3.3 (Area-Wide Planning) is \$60,000.

## **Task 4 – Community Involvement**

Stantec and its subcontractors will support City-led community involvement activities, including, but not limited to, preparation of outreach materials, providing information needed for website design, and participating in meetings with the project team and the public.

Estimated fee for Task 4 is \$27,000.

## **Task 5 – Project Management and Reporting**

Stantec will support the City in completing all EPA reporting requirements, including, but not limited to, Quarterly Progress Reports, Annual DBE Reports, and the Final Performance Report. Stantec also will provide the City all information necessary of the City to complete ACRES database reporting.

Estimated fee for Task 5 is \$20,000.

All work described above in Tasks 1 through 5 above will be completed by Stantec or its subcontractors on a time and materials basis for a total estimated fee of \$549,500. Initial labor rates for the project are listed in Table 1 below. These rates are for the City's 2018/2019 fiscal year (October 1 to September 30) and are subject to annual increases.

**Table 1: Rate Schedule for Grant Implementation**

Billing Level	Billing Title	Key Personnel Name(s)	Hourly Rate	Anticipated Project Role/Tasks
<b>Stantec Consulting Services Inc.</b>				
7	GIS/Field Technician I	Jackie Brenner	\$109	Brownfield Inventory, GIS
8	GIS/Field Technician II		\$117	Fieldwork, GIS, Report Preparation
9	Junior Engineer/Geologist/Scientist I	Aaron Pettley	\$125	Fieldwork, Phase I/II ESAs, Report Preparation
10	Project Engineer/Geologist/Scientist I	Tom Osborn Eric Clark, PE	\$135	Fieldwork, Phase I/II ESAs, Report Preparation
11	Project Engineer/Geologist/Scientist II		\$144	Phase I/II ESAs, Reporting, Cleanup Planning
12	Professional Engineer/Geologist/Scientist I	Carrie Rackey, CHMM	\$154	EPA Reporting & Brownfield Inventory
13	Senior Engineer/Geologist/Scientist I		\$165	Senior Quality Review of Remedial Planning Activities
14	Senior Engineer/Geologist/Scientist II	Tom Fendler, PG	\$175	Senior Quality Review of Phase I/II ESAs
15	Principal Engineer/Geologist/Scientist I	Leonard Farr, RG Chris Gdak	\$184	Project Manager, Quality Assurance/Quality Control (QA/QC)
<b>North Wind, Inc.</b>				
n/a	Junior Scientist	Scott Webster	\$59.59	Phase I ESA
n/a	Engineer	Saige Ballock-Dixon	\$82.41	Phase I/II ESAs, Cleanup Planning
n/a	Senior Scientist	Kelly Green	\$79.45	Public Involvement
n/a	Principal	John Keck	\$148.25	QA/QC

Stantec will provide cost estimates for other fees and expenses, including equipment rental and other reimbursable expenses as needed during the project. All subconsultant/subcontractor fees, rented equipment, and reimbursable expenses will be charged at cost +10%



## MEMORANDUM

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**TO:** Honorable Mayor and City Council

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

**DATE:** Friday, September 7, 2018

**RE:** Annexation and Initial Zoning of HC, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 17.883 acres, SE ¼ Section 9, T 2N, R 38E

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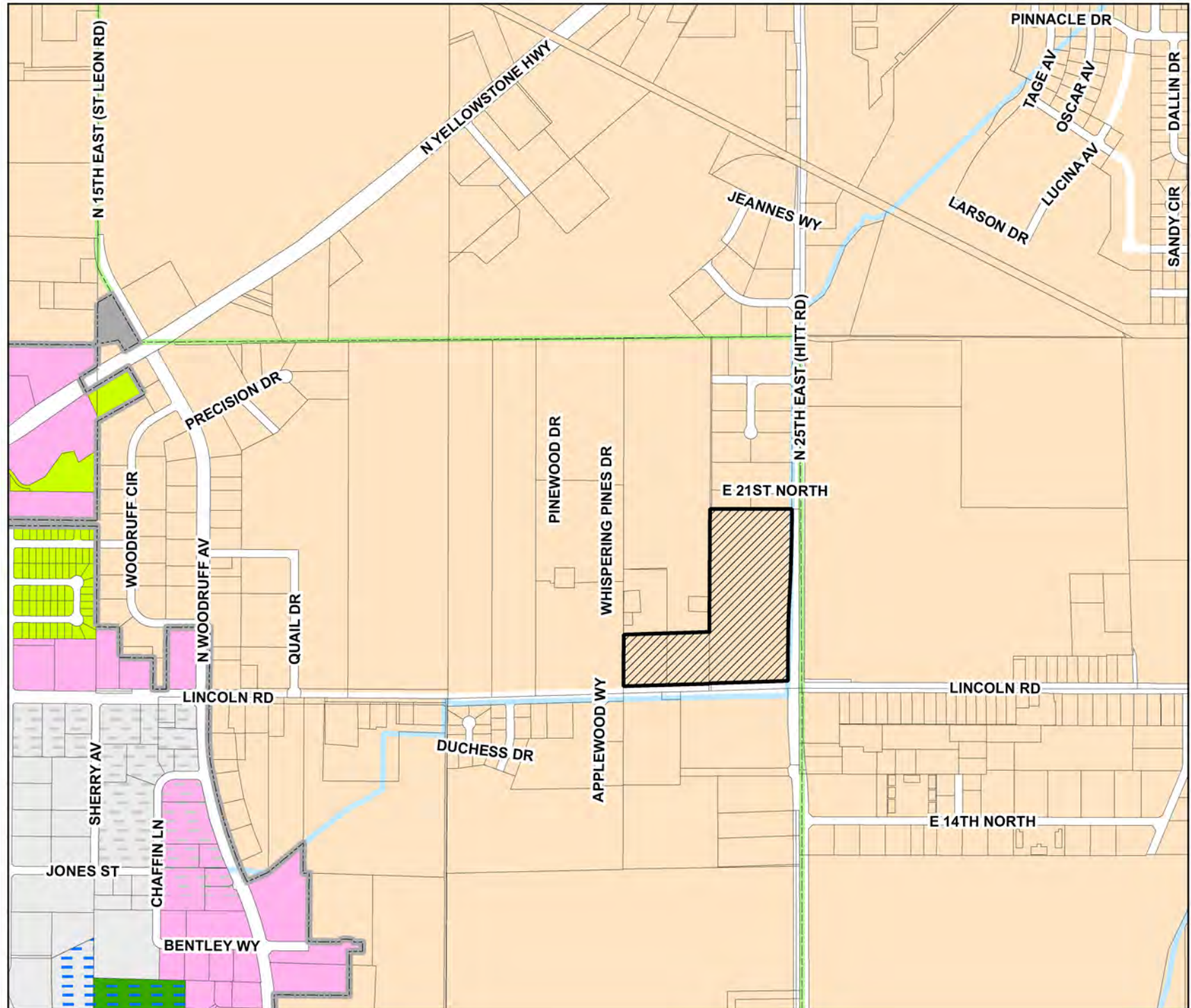
Attached is the application for Annexation and Initial Zoning of HC, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 17.883 acres, SE ¼ Section 9, T 2N, R 38E. The Planning and Zoning Commission considered this item at its June 19, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:      Vicinity Map  
                         Aerial Photo  
                         Staff Report June 19, 2018  
                         P&Z Minutes June 19, 2018  
                         Annexation Ordinance  
                         Zoning Ordinance  
                         Reasoned Statements of Relevant Criteria and Standards



## Legend

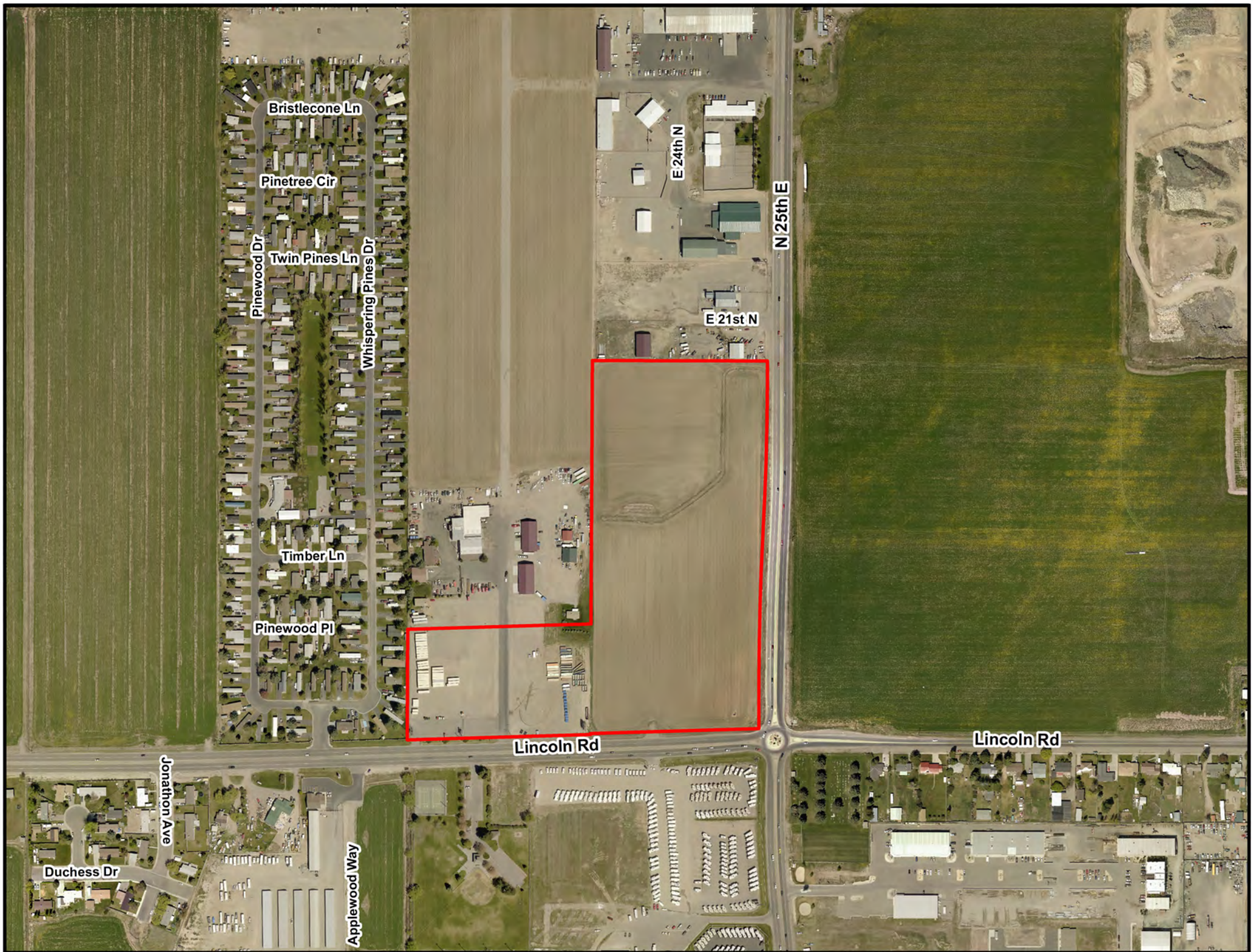
-  Site  
 RE  
 RP  
 R1  
 R2  
 TN  
 RMH  
 R3  
 R3A  
 PB  
 DT  
 CC  
 LC  
 HC  
 R&D  
 LM  
 I&M  
 P
- Overlays**  
 PT  
 PT & T-1  
 PUD  
 T-1  
 T-2  
 City Limits  
 Area of Impact



IDAHO FALLS







Bristlecone Ln

Pinetree Cir

Twin Pines Ln

Pinewood Dr

Whispering Pines Dr

Timber Ln

Pinewood Pl

E 24th N

E 21st N

N 25th E

Lincoln Rd

Lincoln Rd

Jonathon Ave

Duchess Dr

Applewood Way

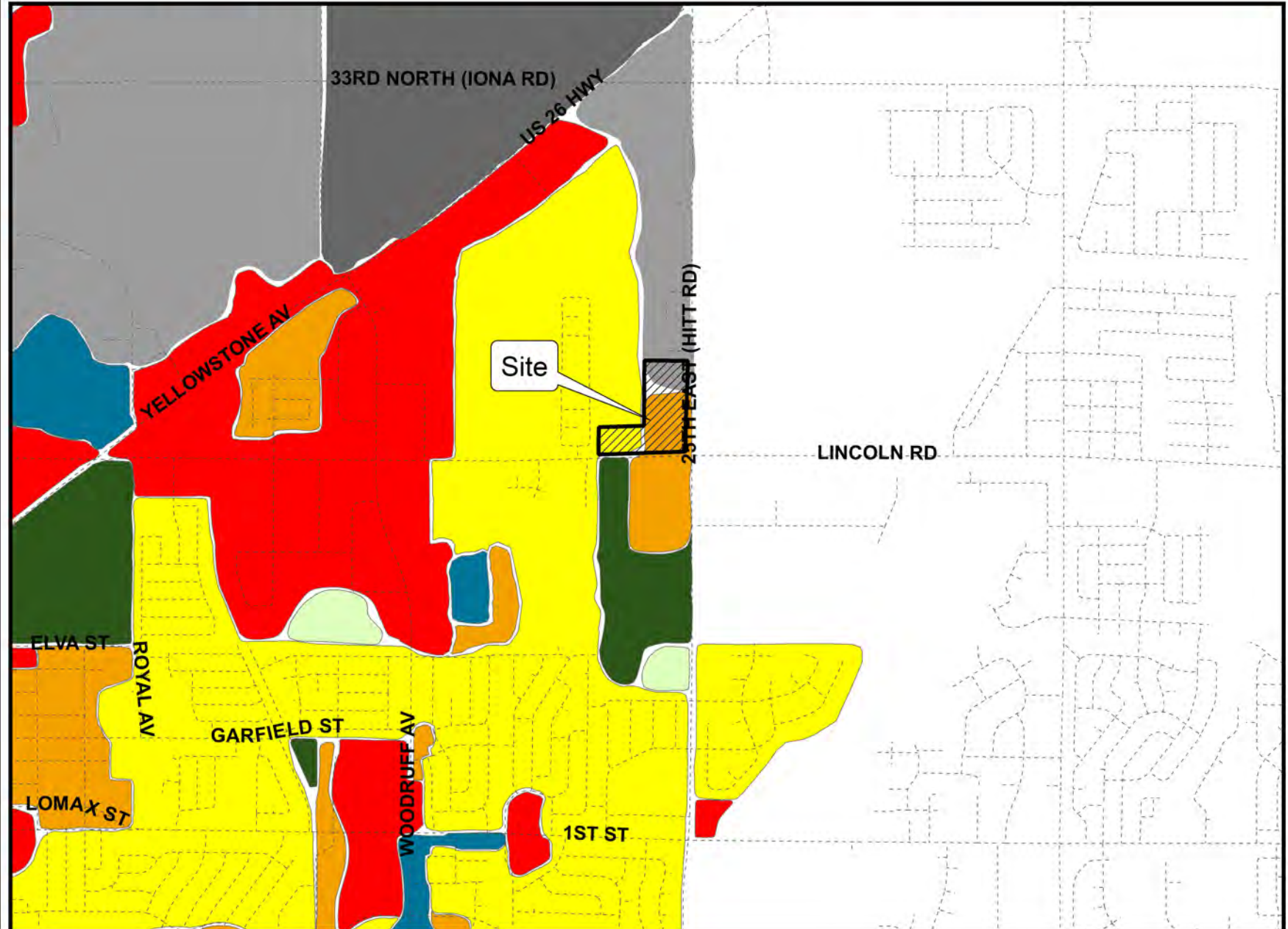


# Annexation & Initial Zoning

M&B: Approximately 23.586 Acres, SE1/4, Section 9, T 2N, R 38E

- |   |  |   |  |   |
|---|--|---|--|---|
|  Estate         |  Greenbelt Mixed Uses           |  Commercial              |  Higher Education Centers   |  Railroad-related industrial |
|  Low Density    |  Parks, Recreation              |  Employment Centers      |  Planned Transition         |   |
|  Higher Density |  Public Facilities, Open Spaces |  Medical Services Center |  Highway-related industrial |   |

## Comprehensive Plan



IDAHO FALLS

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



IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT

**Annexation and Initial Zoning of HC**  
**M&B: Approximately 23.586 Acres SE1/4 Section 9, T 2N, R 38E**  
**June 19, 2018**



Community  
Development  
Services

**Applicant:** Ellsworth & Associates, PLLC

**Location:** Generally south of N Yellowstone Hwy., west of N 25th E, north of Lincoln Rd., and east of N Woodruff Ave.

**Size:** Approx. 23.586 acres

**Existing Zoning:**

Site: County C-2  
North: County C-2  
South: County C-2, R-1  
East: County I&M-1  
West: RMH proposed

**Proposed Zoning:**

HC

**Existing Land Uses:**

Site: Agricultural  
North: Commercial  
South: Commercial  
East: Agricultural  
West: Residential/  
Commercial

**Future Land Use Map:**

Commercial, proposed

**Attachments:**

1. Maps
2. Aerial photos
3. Comp Plan

**Requested Action:** To **recommend** to the Mayor and City Council approval of the annexation and initial zoning of HC.

**Staff Comments:** This application includes two parcels with a total of 23.586 acres. These properties are located north of Lincoln Road and west of 25<sup>th</sup> East. The property at the corner of Lincoln Rd. and 25<sup>th</sup> East had been used as agriculture land. The other property to the west along Lincoln Road has been used for commercial outside storage.

**Annexation:** This is a Category "A" annexation, requested by the property owner. The properties will be contiguous to the west and across Lincoln Road if the city initiated annexation is approved. Without the annexation of the parcels along Lincoln Road this area would not be eligible for annexation although it is within the area of impact and utility services area immediately available in Lincoln Road. This area has seen slow growth because of the difficulty for properties to become contiguous and be eligible for annexation. Annexation of the property is consistent with the city's comprehensive plan.

**Zoning:** The proposed initial zoning is HC. The city's comprehensive plan is proposed to be amended in this area to commercial. This area was part of the joint Planning Commission's discussions during the area of impact and was determined to be changed to match the county's commercial designation. The property is at the intersection of two principal arterials and is zoned C-2 in the county. The HC zone is consistent with current zoning and land development in this area.

**Staff Recommendation:** Staff recommends approval of the annexation and initial zoning of HC.

## **Comprehensive Plan Policies:**

**Plan for different commercial functions within the City of Idaho Falls.** Private developers recognize there are different types of commercial development serving different customers. In our planning, we need to understand these different functions and require different site standards. (p. 46).

**Regional commercial centers, as other major traffic generators, should be located approximately at or within one-half mile from major state thoroughfares and be served by existing arterial streets.** Convenient access and visual exposure are important to the success of regional commercial centers. Utilizing existing state highways and arterial streets with excess capacity will reduce future public costs. (p. 47)

**Encourage a number of locations in the City for industry and large employers.** There should be a number of modestly sized sites to offer employers a greater choice of locations and convenience to employees. (p. 52)

**Assure there are sufficiently large vacant areas within and adjacent to the City to accommodate new industry.** (p. 53)

**Encourage development in areas served by public utilities or where extensions of facilities are least costly.** (p. 67)

## **Zoning:**

HC Highway and General Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of-way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City

**Table 11-3-5: Dimensional Standards for Commercial Zones**

	<b>CC</b>	<b>PB</b>	<b>LC</b>	<b>HC</b>
Site width at front setback - Minimum in ft.		50	50	50
<b>Setbacks – Minimum in ft.</b>				
Front		20	20*	20
Side				
Rear				
Landscape buffer contiguous to street* in ft.		15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				

- (1) In the LC Zone, structures may encroach into the twenty foot (20') setback up to ten feet (10') when designed with a pedestrian walkway a minimum of five feet (5') in width connecting the public sidewalk to the structure's entrance. Parking is not permitted to encroach into the twenty foot (20') setback.
- (2) In the HC Zone, display space may encroach into the landscape buffer contiguous to the street. Such encroachments may not exceed twenty five percent (25%) of the linear frontage contiguous to the street.
- (3) In all commercial zones, when a development adjoins a residential zone or unincorporated land designated for residential land use in the City's Comprehensive Plan and the height of the building is over twenty-four feet (24'), the building shall set back thirty feet (30') from the property line contiguous to such Zones or land designated for residential land uses.
- (4) For commercial uses, lot coverage shall include all areas under roofs and paved surfaces including driveways, walks, and parking areas. The remaining lot area shall be landscaped as required by this Code.



June 19, 2018

7:00 p.m.

Planning Department

Council Chambers

**MEMBERS PRESENT:** Commissioners George Morrison, George Swaney, Gene Hicks, Joanne Denney, Natalie Black, Margaret Wimborne, Arnold Cantu, Darren Josephson. (8 present with 7 votes).

**MEMBERS ABSENT:** Julie Foster, Brent Dixon, Lindsey Romankiw

**ALSO PRESENT:** Planning Director, Brad Cramer, Assistant Planning Directors, Kerry Beutler, Brent McLane, Brian Stevens; Randy Fife, Esq., and interested citizens.

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

**CHANGES TO AGENDA:** None. (Until later in the meeting)

**Business:**

**7. ANNX 18-007: ANNEXATION/INITIAL ZONING. Folsom/Pickering Annexation.**

Beutler presented the staff report, a part of the record. Wimborne asked for clarification that this annexation is contingent upon the other annexation (Lincoln Road) being successful. Beutler indicated that they will work with the City Attorney's office through everything, and potentially if the Tax Commission were to deny the Lincoln annexation they would also have to deny this parcel because it would not be contiguous to City property. Wimborne confirmed and Beutler agreed that there is no scenario where this will become a "City Island" in the middle of County.

**Applicant: Steve Ellsworth, Ellsworth and Associates, 253 1<sup>st</sup> Street, Idaho Falls, Idaho.** Ellsworth indicated that they want the property zoned Highway Commercial.

**Swaney moved to recommend to the Mayor and City Council approval of the Annexation and Initial Zoning of HC for M&B Approximately 23.586 Acres SE ¼ Section 9, T 2N, R 38 E, as presented, Hicks seconded the motion.**

Black stated that she wants the City to be careful with annexing properties into the City when there are areas that need to be filled and are vacant.

**Morrison called for a vote on the motion, it passed unanimously.**

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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 17.883 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City upon compliance with procedures required in Idaho Code Section 50-222, as amended; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands where necessary; and

WHEREAS, the lands to be annexed are contiguous to the City and the City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the City Council that the lands described hereinbelow in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Commercial”; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

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

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. That the findings contained in the recitals of this Ordinance be, and the same are hereby, adopted as the official City Council findings for this Ordinance, and that any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

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

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  : ss.  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 17.883

ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE,  
AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE  
APPROPRIATE COUNTY AND STATE AUTHORITIES; AND  
PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND  
ESTABLISHING EFFECTIVE DATE.”

---

Kathy Hampton, City Clerk

(SEAL)



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

**ANNEXATION OF PROPERTY M&B: APPROX. 17.883 ACRES LOCATED IN SECTION 9 , T 2N, R 38E AND GENERALLY SOUTH OF N YELLOWSTONE HWY., WEST OF N 25TH E, NORTH OF LINCOLN RD., AND EAST OF N WOODRUFF AVE.**

**WHEREAS**, the applicant filed an application for annexation on April 20, 2018; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on June 19, 2018; and

**WHEREAS**, this matter came before the Idaho Falls City council during a duly noticed public meeting on September 13, 2018; and

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

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

1. The City Council considered the request pursuant to City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximate 17.883 acres located Generally south of N Yellowstone Hwy., west of N 25th E, North of Lincoln Rd., and east of N Woodruff Avenue.
3. These properties are within the city's area of impact.
4. The Comprehensive Plan designates this area as Commercial.
5. This is a Category "A" annexation, requested by the property owners.
6. The proposed Annexation complies with the purposes set forth within the Comprehensive Plan of the City of Idaho Falls.
7. Annexation of the area will allow for the orderly development and efficient, equitable and economical delivery of municipal services within the urbanizing area.

### **II. DECISION**

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

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

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Rebecca Casper - Mayor

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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 17.883 ACRES DESCRIBED IN SECTION 1 AND EXHIBIT A OF THIS ORDINANCE AS HC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Section 1 and Exhibit A is HC Zone for such annexed lands such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Commercial”; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public meeting on June 19, 2018, and recommended approval of zoning the subject property to HC Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public meeting and passed a motion to approve this zoning on September 13, 2018.

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

**SECTION 1:** Legal Description. The lands described as 17.883 Acres of Section 9, T 2N, R 38E and shown on the map in Exhibit A are hereby zoned as HC Highway Commercial.

**SECTION 2.** Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned “HC” and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

**SECTION 3.** Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho,  
this\_\_\_\_\_day of\_\_\_\_\_, 2018.

CITY OF IDAHO FALLS, IDAHO

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

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance

entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 17.883 ACRES DESCRIBED IN SECTION 1 AND EXHIBIT A OF THIS ORDINANCE AS HC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

---

Kathy Hampton, City Clerk

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

**INITIAL ZONING OF HC (HIGHWAY COMMERCIAL) ZONE OF M&B: 17.883 ACRES LOCATED IN SECTION 9, T 2N, R 38E GENERALLY SOUTH OF N YELLOWSTONE HWY., WEST OF N 25TH E, NORTH OF LINCOLN RD., AND EAST OF N WOODRUFF AVENUE.**

**WHEREAS**, the applicant filed an application for annexation on April 20, 2018; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on June 19, 2018; and

**WHEREAS**, this matter came before the Idaho Falls City council during a duly noticed public meeting on September 13, 2018; and

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

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

1. The City Council considered the request pursuant to City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximate 17.883 acres located generally south of of N Yellowstone Hwy., west of N 25th E, North of Lincoln Rd., and east of N Woodruff Avenue.
3. The properties are currently zoned C-2, General Commercial within the County.
4. The Comprehensive Plan designates this area as Commercial.
5. The proposed zoning of HC is consistent with the current land uses and existing zoning in the area.
6. The application is a Category "A" annexation.
7. The proposed Initial zoning complies with the purposes set forth within the Comprehensive Plan of the City of Idaho Falls.

### **II. DECISION**

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

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

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

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Rebecca Casper - Mayor





## MEMORANDUM

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**TO:** Honorable Mayor and City Council

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

**DATE:** Friday, September 7, 2018

**RE:** Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Park Place Division No. 5

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Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Park Place Division No. 5. The Planning and Zoning Commission considered this item at its April 3, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:

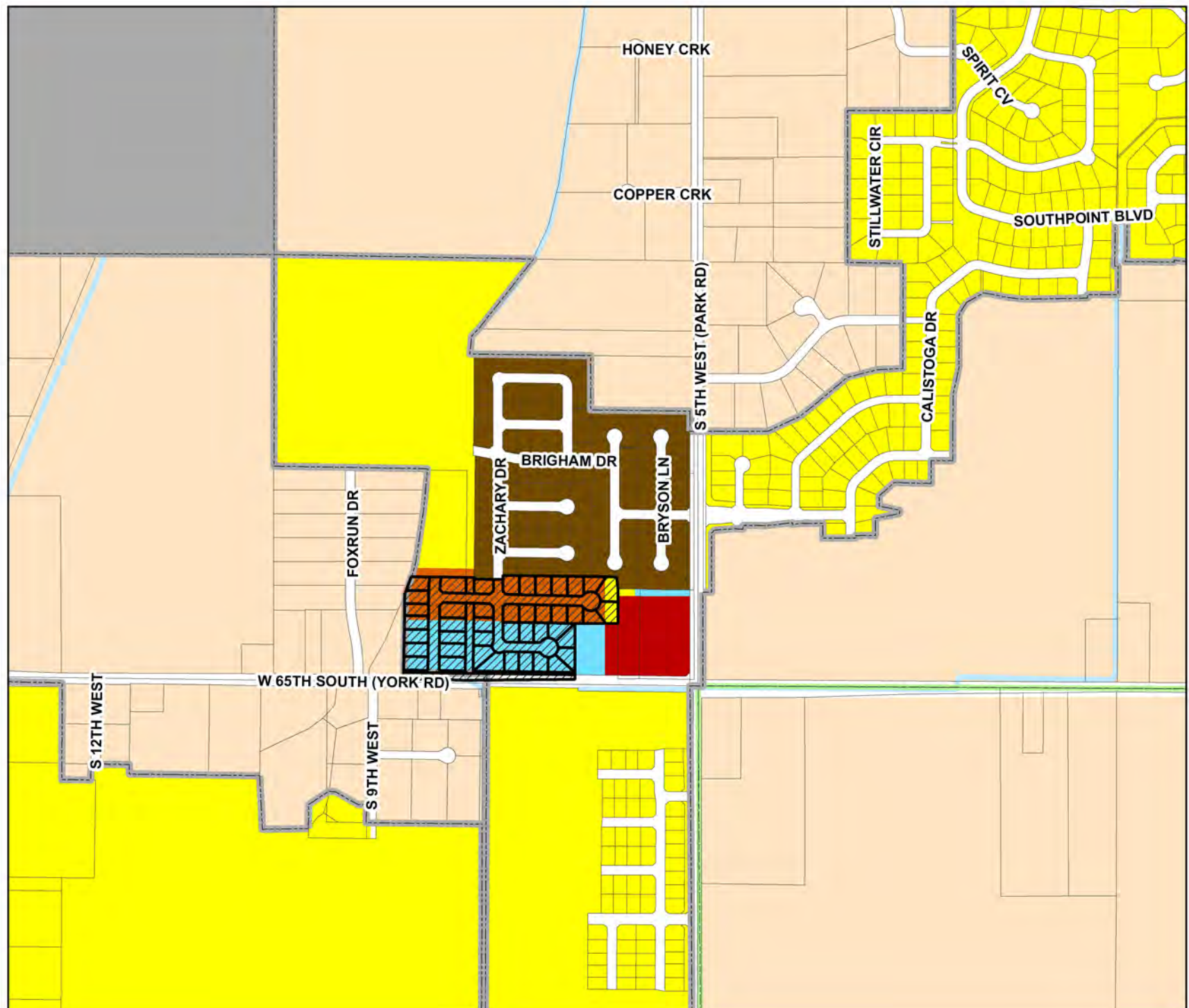
- Vicinity Map
- Aerial Photo
- Final Plat
- Staff Report April 3, 2018
- P&Z Minutes April 3, 2018
- Reasoned Statement of Relevant Criteria and Standards
- Development Agreement

### Legend

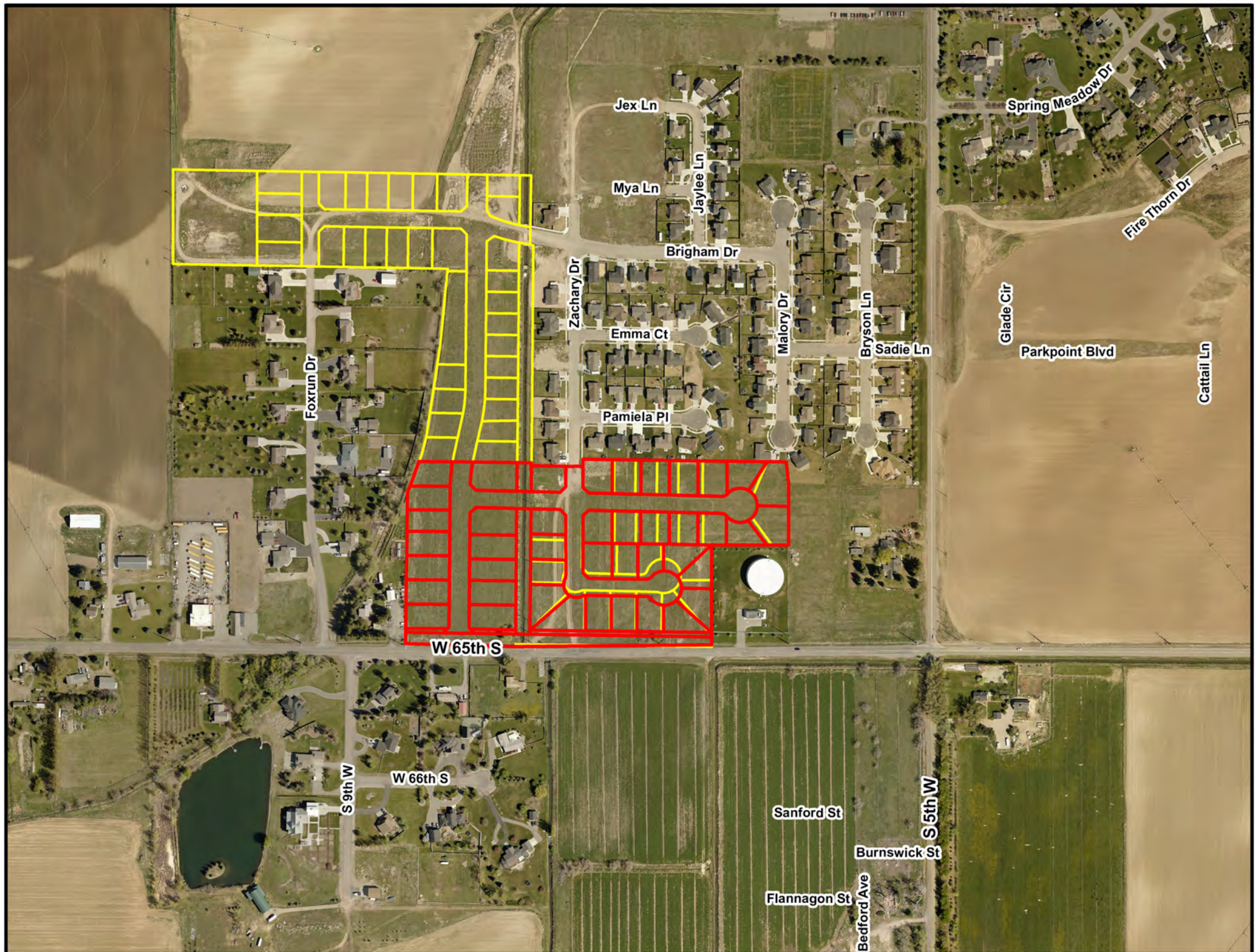
- |   |                |
|---|----------------|
|    | Site           |
|    | RP             |
|    | RP-A           |
|    | R-1            |
|    | R-2            |
|    | R2A            |
|    | R-3            |
|    | R-3A           |
|    | PB             |
|    | MS             |
|    | RSC-1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

IDAHO FALLS

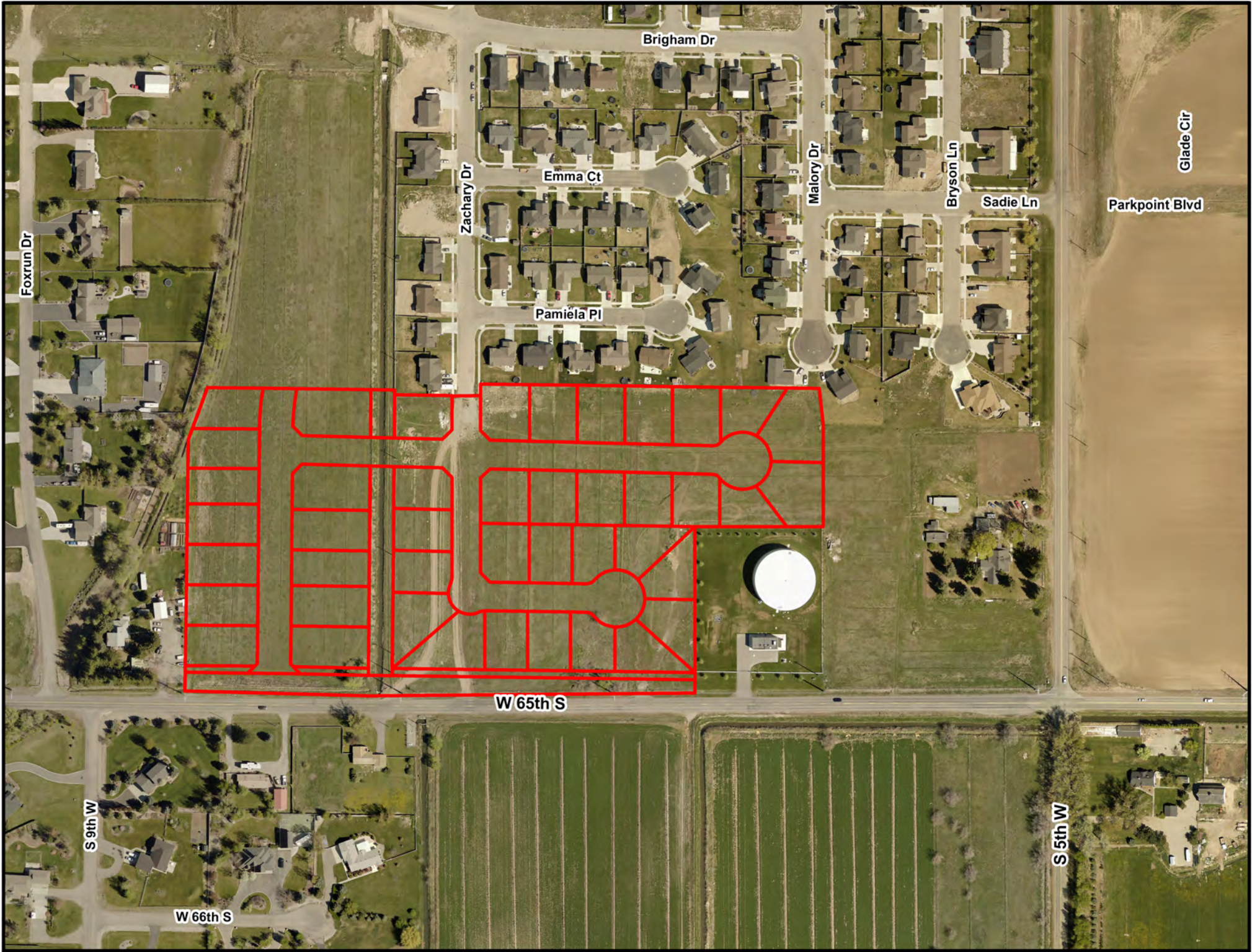
Planning Division  
City Annex Building  
680 Park Ave.  
Idaho Falls, ID 83402  
(208) 612-8276











Foxrun Dr

Brigham Dr

Emma Ct

Pamiela Pl

Zachary Dr

Malory Dr

Bryson Ln

Sadie Ln

Parkpoint Blvd

Glade Cir

S 9th W

W 66th S

W 65th S

S 5th W



LOT 3

N 20°14'36" E  
118.62'

**BLOCK 6**  
LOT 8  
11,026 S.F.  
0.253 AC

LOT 7  
12,312 S.F.  
0.283 AC

LOT 6  
11,206 S.F.  
0.257 AC

LOT 5  
12,730 S.F.  
0.292 AC

LOT 4  
12,763 S.F.  
0.293 AC

LOT 3  
12,795 S.F.  
0.294 AC

**BLOCK 6**  
LOT 2  
12,839 S.F.  
0.295 AC

LOT 1  
131.02 S.F.  
0.048 AC

S 89°14'29" E 120.08'  
S 00°29'55" W 10.17'

**BLOCK 5**  
LOT 16  
15,889 S.F.  
0.365 AC

**BLOCK 5**  
LOT 14  
10,808 S.F.  
0.248 AC

**COLE COURT**

**BLOCK 2**  
LOT 93  
15,325 S.F.  
0.352 AC

LOT 94  
13,884 S.F.  
0.319 AC

LOT 95  
12,250 S.F.  
0.281 AC

LOT 96  
13,884 S.F.  
0.319 AC

**BLOCK 2**  
LOT 97  
13,894 S.F.  
0.319 AC

LOT 91  
10,529 S.F.  
0.242 AC

LOT 90  
10,800 S.F.  
0.248 AC

LOT 89  
10,723 S.F.  
0.248 AC

**BLOCK 2**  
LOT 88  
13,001 S.F.  
0.300 AC

LOT 87  
15,024 S.F.  
0.345 AC

**BLOCK 2**  
LOT 86  
13,001 S.F.  
0.300 AC

LOT 85  
11,131 S.F.  
0.256 AC

LOT 84  
10,472 S.F.  
0.240 AC

LOT 83  
11,166 S.F.  
0.256 AC

**BLOCK 2**  
LOT 63  
11,061 S.F.  
0.275 AC

LOT 64  
11,939 S.F.  
0.274 AC

LOT 65  
12,099 S.F.  
0.278 AC

LOT 66  
12,162 S.F.  
0.279 AC

LOT 67  
12,358 S.F.  
0.284 AC

LOT 68  
10,762 S.F.  
0.247 AC

**BLOCK 2**  
LOT 76  
11,451 S.F.  
0.263 AC

LOT 75  
11,343 S.F.  
0.260 AC

LOT 74  
11,263 S.F.  
0.259 AC

**BLOCK 2**  
LOT 73  
11,184 S.F.  
0.257 AC

LOT 72  
11,059 S.F.  
0.254 AC

LOT 71  
9,170 S.F.  
0.211 AC

LOT 70  
15,293 S.F.  
0.351 AC

**BLOCK 2**  
LOT 69  
16,929 S.F.  
0.389 AC

LOT 68  
10,762 S.F.  
0.247 AC

LOT 67  
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0.278 AC

LOT 64  
11,939 S.F.  
0.274 AC

LOT 63  
11,061 S.F.  
0.275 AC

1  
12  
P.O.B.  
813.14'  
N 00°45'32" E 22.26'  
S 89°11'56" E 22.62'

SOUTH 1/4 CORNER SECTION 1  
FOUND 2" ALUM. CAP-PLS 3842  
CP&FR INSTRUMENT NO. 1284103

UNPLATTED

N 00°01'59" W 24.15'  
N 89°58'01" E 60.00'

S 89°14'29" E 550.23'

S 89°14'29" E 161.04'

S 06°20'55" E 75.66'

UNPLATTED

UNPLATTED

NORTHERLY RIGHT OF WAY  
LINE OF YORK ROAD (W. 65TH S.)  
FEDERAL AID PROJECT NO. S-6703(3)

S 89°14'28" E 2654.30'  
W. 65TH S. (YORK RD)

S 89°33'04" W 298.58'

1841.16'

2654.30'

W. 65TH S. (YORK RD)

2654.30'

W. 65TH S. (YORK RD)

2654.30'

W. 65TH S. (YORK RD)

2654.30'

W. 65TH S. (YORK RD)

2654.30'

W. 65TH S. (YORK RD)

2654.30'

W. 65TH S. (YORK RD)



IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT  
FINAL PLAT  
Park Place, Division 5  
April 3, 2018



Community  
Development  
Services

**Applicant:** Connect Engineering (Blake Jolley)

**Location:** Generally south of W 49th S extended, west of S 5th W., north of W 65th S and east of S 15th W.

**Size:** 17.359 acres

**Lots:** 43 buildable

**Average Lot Size:** 11,984

**Net Density:** 3.58

**Existing Zoning:**

Site: R2A/R-3A

North: R-3/R-1

South: R-1 County A-1

East: R-3A/R-1

West: County A-1

**Existing Land Uses:**

Site: Vacant

North: Residential

South: Ag/Residential

East: Vacant/ City services

West: Residential

**Future Land Use Map:**

Low Density

**Attachments:**

1. Maps and aerial photos
2. Subdivision
3. Photos

**Requested Action:** To **recommend** to the Mayor and City Council approval of the final plat for Park Place Division 5.

**History:** This property was annexed into the city 2003. The property has been vacant since the 2003 annexation. This property was initially zoned R-2A and R-3A in 2003. The property has never been platted. The preliminary plat came before the board on January 9<sup>th</sup>. The proposed final plat does not make any significant changes to the preliminary.

**Staff Comments:** The plat includes 48 lots with 43 lots being buildable. Three of the unbuildable lots are for landscape along 65<sup>th</sup> Street. The other two unbuildable lots are for the Gustafson Lateral Canal. The Average lot size is just under 12,000 SF. The Net Density is 3.58 lots per Acre. Access to the property will come from Zachary Drive to the north and 65<sup>th</sup> Street to the south. Zachary Drive is an improved local street. 65<sup>th</sup> Street is currently built as a county road section. The Bonneville Metropolitan Planning Organization (BMPO) has designated 65<sup>th</sup> to be both a principle arterial and a portion of the proposed beltway. The belt route design is still in its early stages.

Within the area requesting platting, several local streets and a single collector street are being proposed. Maggie Drive will be a collector road with a 70-foot right-of-way that will service both Division 5 and other divisions of Park Place. The collector and local streets will receive improvements to city standards, including curb, gutter and sidewalk. The Applicant and the City Engineer are working through what improvements will be along 65<sup>th</sup>.

The R-2A and R-3A Zones do have specific requirements. The proposed lots meet the minimum requirements of the Zones.

Platting and street improvements will promote development of this area which is consistent with the City's Comprehensive Plan. Specifically, Low density residential is development at densities of seven dwelling units or less per net acre.

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

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

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

## **Comprehensive Plan Policies:**

**Residential development should reflect the economic and social diversity of Idaho Falls.**

**Low density residential is development at densities of seven dwelling units or less per net acre.**

Most of the lands within the future land use map are designated low density residential. This reflects the existing pattern of development of Idaho Falls. Until the market dictates such lands are to be developed and annexed to the City, the goal is the land will be used for agricultural purposes, its historic land use.

**Encourage development in areas served by public utilities or where extensions of facilities are least costly.**

Not only is a compact city convenient but the provision of public facilities is less expensive. Growth does not always occur at the fringe of a community. Vacant lands or underutilized parcels may redevelop to more intensive uses which use existing utilities. In the Broadway-Utah Avenue area between I-15 and Snake River Parkway, 42 properties redeveloped in the period from 1989 to 2013, over 1,800 jobs were created, and assessed valuations increased by \$141 million. The City should continue programs which use private/public partnerships to redevelop the land inside the City's boundaries.

## **Zoning Ordinance:**

### **10-3-12 – R-2A RESIDENCE ZONE**

- (A) General Objectives and Characteristics. The objective in establishing the R-2A Residence Zone is to designate appropriate areas within the City where the residential density is limited to eight (8) families on any given lot. In general, this Zone is situated in the central part of the City where the need for rental units is greatest, and along major streets on the borders of neighborhoods. In order to accomplish the objectives and purposes of this Zoning Code, and to promote the essential characteristics of this Zone, the following regulations shall apply in the R-2A Zone:
- (B) Use Requirements. The following uses shall be permitted in the R-2A Zone:
- (1) Any use permitted in the RP, RP-A, R-1 and R-2 Zones.
  - (2) Rest homes for not more than ten (10) guests.
  - (3) Foster family care homes.
  - (4) Single-family attached dwellings.
  - (5) Residence courts containing not more than eight (8) dwelling units. Apartment buildings containing not more than eight (8) dwelling units.
  - (6) Wall signs showing only the name and address of the building, not to exceed ten percent (10%) of total area of building front and directional signs not to exceed two square feet (2 ft<sup>2</sup>) in area and max
- (C) Area Requirements. An area of not less than five thousand square feet (5,000 ft<sup>2</sup>) shall be provided and maintained for each one-family dwelling; six thousand square feet (6,000 ft<sup>2</sup>) for a two-family dwelling; and seven hundred and fifty additional square feet (750 ft<sup>2</sup>) for each unit above two (2) dwelling units. For rest homes, an area of at least six thousand square feet (6,000 ft<sup>2</sup>) shall be provided, plus two square feet (2 ft<sup>2</sup>) of lot area for each square foot of floor space in the building in excess of one thousand square feet (1,000 ft<sup>2</sup>).
- (D) Width Requirements. The minimum of any building site for dwellings shall be fifty feet (50') measured at the building setback line, and sixty feet (60') for units with two (2) or more dwellings. The minimum width for any building site for a rest home or other main building

shall be sixty feet (60') feet, plus five feet (5') feet of additional width for each one hundred square feet (100 ft<sup>2</sup>) of floor area devoted to bedrooms for the accommodation of guests or roomers.

(E) Location of Buildings.

- (1) Setback. All buildings shall be set back a minimum distance of twenty feet (20') from any public street, except as herein provided and required under the provisions of this Zoning Code. EXCEPTION: On a side street where a maximum of two (2) lots face the street, a setback of not less than fifteen feet (15') is permitted on the side street. (See also, Supplementary Regulations to Zones.)
- (2) Side Yards. For main buildings there shall be a side yard of not less than eight inches (8") for each foot of building height, except that no side yard shall be less than seven feet (7'), six inches (6"). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building. EXCEPTION: Single-family attached dwellings shall have no side yard setback requirement at the property line separating the attached or party wall or walls; however, all accessory buildings shall comply with the setback requirements set forth above.
- (3) Rear Yards. For main buildings there shall be a rear yard of not less than twenty-five feet (25') feet on both interior and corner lots. For accessory buildings no rear yard shall be required, except where an alley is located at the rear of a lot, in which case a three foot (3') rear yard is required.
- (F) Height Requirements. No building shall be erected to a height greater than twenty-five feet (25'). Roofs above the square of the building, chimneys, flagpoles, television antennas, church towers, and similar structures not used for human occupancy, are excluded in determining height.

(G) Size of Building. No requirement.

(H) Lot Coverage and Landscaping.

- (1) Maximum Lot Coverage. Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty percent (80%) of the total lot and parking area. The maximum lot coverage of single-family attached dwelling units shall be sixty-five percent (65%) for interior lots and fifty percent (50%) for corner lots. The remaining lot area shall be landscaped in accordance with Landscaping subsection of this Zoning Code.
- (2) Lot Coverage Exemption. The landscaped area on a lot will be considered to include such hard-surface outdoor recreation facilities as tennis courts, basketball courts, shuffleboard courts, and swimming pools, provided that:
  - (a) The hard-surface outdoor recreation facilities make up no more than forty percent (40%) of the required landscaped area, and
  - (b) Those facilities are available for the use of all residents of the development.
- (3) Required Buffers. Wherever a development in the R-2A Zone adjoins land zoned RP, RP-A, R-1 or RMH, or unincorporated land designated for single family residential use in the City's comprehensive plan, a minimum ten foot (10') wide landscaped buffer shall be provided. This buffer may be included in the twenty percent (20%) percent minimum landscaped area required in A. above.

(I) See Supplementary Regulations to Zones.

(J) Special Provisions Regarding Single-Family Attached Dwellings

- (1) All lots upon which a single-family home attached dwelling is located shall have frontage upon and vehicular access to a dedicated street.
- (2) No single-family attached dwelling shall be located above another dwelling unit, either in whole or in part.
- (3) Each single-family attached dwelling shall have at least one (1) direct pedestrian access from the interior of the dwelling to the exterior boundaries of the lot and no pedestrian access may be held in common with another single-family dwelling unit.
- (4) No more than eight (8) single-family attached dwellings may be attached together.
- (5) Except as noted below, a single-family attached dwelling shall have no facilities or property in common with another single-family attached dwelling and all dwellings shall be structurally and functionally independent from each other. All single-family attached dwellings shall have separate electrical service, water service lines and sanitary sewer service lines. Common facilities or property are allowed for the following:
  - (a) Common party walls constructed in accordance with the Uniform Building Code.
  - (b) Foundations supporting attached or party walls.
  - (c) Flashing at the termination of the roof covering over any attached walls.
  - (d) Roofs.
  - (e) Vehicular access to a dedicated street for off-street parking facilities or garages.
- (6) No building permit shall be issued for the construction of a single-family attached dwelling unless a common facilities or party wall agreement or Declaration of Condominium has been filed with the Bonneville County Recorder's office for each such dwelling unit which shares common facilities with another unit. Such agreement shall include a legal description of the lots sharing common facilities and shall allocate responsibility as between the owners of such lot for the use, maintenance and ownership of all common facilities.
- (7) All single-family attached dwellings shall meet the dwelling unit separation requirements of the officially adopted and applicable building code of Idaho Falls.
- (8) Any lots upon which a single-family attached dwelling is located need not comply with R-2A Residence Zone's Area Requirements and Width Requirements provided such lot complies with the provisions of R-2A Residence Zone's Location of Buildings requirements.
- (9) When preliminary and final plats for single-family attached dwellings are submitted for review, a site plan showing the location of proposed buildings, driveways, sidewalks, or other improvements shall be submitted with the plat.

#### **10-3-14 – R-3A RESIDENCE ZONE**

- (A) General Objectives and Characteristics. The objective in establishing the R-3A Residence Zone is to establish an area within the City in which the primary use of the land is for residential purposes, but in which office buildings and certain other type uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R-3 Residence Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R-3A Zone is essentially residential in character; therefore, all uses must be developed and maintained in harmony with residential uses. Also, while a greater volume of automobile and pedestrian traffic is characteristic of this Zone, attractive lawns, shrubs, trees, both on the street and around the buildings, is also characteristic of this Zone. In order to accomplish the objectives and purposes of this Zoning



Code and to promote the characteristics of this Zone, the following regulations shall apply in the R-3A Zone:

- (B) Use Requirements. The following uses shall be permitted in the R-3A Zone:
- (1) Any use permitted in the RP, RP-A, R-1, R-2, R-2A and R-3 Residence Zones.
  - (2) Off-street parking areas constructed in accordance with 4-23 for the use of adjacent and/or permitted uses.
  - (3) Office buildings for professional persons, such as doctors, dentists, accountants, attorneys, architects, and branch banks.
  - (4) Beauty salons, barber shops, and nail salons.
  - (5) Clinics and hospitals for the treatment of humans.
  - (6) The dispensing by or under the supervision of a professional pharmacist licensed by the State of Idaho of prescriptive or non-prescriptive medicines, drugs, orthopedic appliances or medical supplies for the treatment of human illness, disease or injury, excluding the sale of goods or commodities for general hygiene, diet, cosmetic or other general health purposes.
  - (7) Mortuaries and funeral parlors (subject to approval of the Planning Commission).
  - (8) Pet care clinics within a completely enclosed building but with no boarding or grooming of animals except as a use incidental to medical or surgical treatment.
  - (9) Non-flashing free standing pole signs advertising the services performed within the building, not to exceed two-hundred square feet (200 ft<sup>2</sup>) maximum and not to exceed fifteen feet (15') above grade to top of sign; and wall signs showing the name and address of the building, not to exceed ten percent (10%) of the total area of the building front.
  - (10) Directional signs not to exceed two square feet (2 ft<sup>2</sup>), also signs advertising the use of a lot for parking space, provided the signs advertising such use shall not exceed eight square feet (8 ft<sup>2</sup>), and shall not be constructed to a height greater than four feet (4').
  - (11) Other uses which have been ruled by the Council to be similar to the uses herein above listed.
- (C) Area Requirements. An area of not less than five thousand square feet (5,000 ft<sup>2</sup>) shall be provided and maintained for dwellings, boarding houses, lodging and rooming houses, rest homes and child care centers. No development in this Zone shall exceed a gross density of thirty-five (35) dwelling units per acre.
- (D) Width Requirements. The minimum width of any building site for a main building shall be fifty feet (50'), measured at the building setback line, except that the minimum width of a lot for mortuaries shall be one hundred feet (100').
- (E) Location of Buildings and Structures.
- (1) Setback. All buildings shall be set back a minimum distance of fifteen feet (15') from any public street, except as herein provided and required under the provisions of this Zoning Code.
  - (2) Side Yards For Main Buildings. There shall be side yards of not less than six feet (6'). Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.
  - (3) Rear Yards. There shall be a rear yard of at least twenty-five feet (25') feet for all residential buildings and at least ten feet (10') for all non-residential buildings, except as herein provided and required under the provisions of this Zoning Code.
- (F) Height Requirements. There shall be no height requirements, except as limited by yard requirements.

(G) Size of Buildings. No requirements.

(H) Lot Coverage and Landscaping.

(1) Maximum Lot Coverage. Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty percent (80%) of the total lot area. The remaining lot area (at least twenty percent (20%) of the total lot area) shall be landscaped. See the Landscaping subsection of this Zoning Code for general landscaping requirements.

(2) Lot Coverage Exemption. The landscaped area on a lot will be considered to include such hard-surface outdoor recreation facilities as tennis courts, basketball courts, shuffleboard courts, and swimming pools, provided that:

(a) The hard-surface outdoor recreation facilities make up no more than forty percent (40%) of the required landscaped area, and

(b) Those facilities are available for the use of all residents of the development.

(3) Required Buffers. Wherever a development in the R-3A Zone adjoins land Zoned RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's comprehensive plan, a minimum ten foot (10') wide landscaped buffer shall be provided. This buffer may be included in the twenty percent (20%) percent minimum landscaped area required in A. above.

(I) See Supplementary Regulations for Zones.

April 3, 2018

7:00 p.m.

Planning Department

Council Chambers

**MEMBERS PRESENT:** Commissioners George Morrison, George Swaney, Gene Hicks, Arnold Cantu, Natalie Black, Joanne Denney, Brent Dixon, Julie Foster, Lindsey Romankiw, Darren Josephson. (10 present with 9 votes).

**MEMBERS ABSENT:** Margaret Wimborne.

**ALSO PRESENT:** Planning Director, Brad Cramer, Assistant Planning Director, Kerry Beutler, Brent McLane, and interested citizens.

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

**CHANGES TO AGENDA:** Cantu moved to remove the Minutes item from the Agenda, Denney seconded the motion and it passed unanimously.

**Minutes:** None (See motion above).

**5. PLAT 18-005: FINAL PLAT. Park Place Division No. 5.** Beutler presented the staff report, a part of the record.

**Applicant: Blake Jolley, Connect Engineering 1150 Hollipark Drive, Idaho Falls, Idaho.** Jolley stated that they are continuing to work with City staff on the engineering level concerning 65<sup>th</sup> and they are working through the issues as they finalize the development agreement.

**Dixon moved to recommend to the Mayor and City Council approval of the Final Plat for Park Place Division No 5., Hicks seconded the motion and it passed unanimously.**

DEVELOPMENT AGREEMENT  
PARK PLACE, DIVISION NO. 5

This DEVELOPMENT AGREEMENT, PARK PLACE, DIVISION NO. 5 (hereinafter called "AGREEMENT"), made this \_\_\_\_\_ day of August, 2018, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and His Way Developers, LLC, an Idaho limited liability company (hereinafter "DEVELOPER"), whose mailing address is 1480 Highway 33, Howe, Idaho 83244.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and-Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs

upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by



City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter

referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's

expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements

within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to Section 10-1-19 of the Idaho Falls City Code; and

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Stand Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and



the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

27. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

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

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

HIS WAY DEVELOPERS, LLC

By \_\_\_\_\_

Jeffery R. Isham, Managing Member

STATE OF IDAHO )

) ss.

County of Bonneville )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

\_\_\_\_\_  
Notary Public of Idaho

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(Seal)

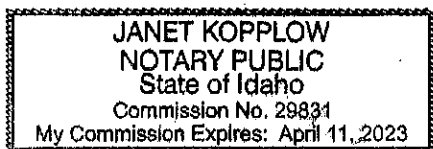
STATE OF IDAHO )

) ss:

County of Bonneville )

On this 6<sup>th</sup> day of September, 2018, before me, the undersigned, a notary public, in and for said State, personally appeared Jeffery Isham, known or identified to me to be the Managing Member of His Way Developers, LLC, and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said limited liability company.

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



Janet Kopplov  
Notary Public of Idaho  
Residing at: Idaho Falls  
My Commission Expires: 4/11/23

**EXHIBIT "A"**  
**Legal Description**  
**Park Place Final Plat – Division 5**

Part of the southeast 1/4 of Section 1, Township 1 North, Range 30 East of the Boise Meridian, Bonnerville County, Idaho, described as:

Commencing at the southeast corner of Section 1, monumented by a 2-inch aluminum cap stamped PLS 3042 as shown on Corner Perpetuation and Filing Record Instrument No. 1204400 from which the south 1/4 corner of said section, monumented by a 2-inch aluminum cap stamped PLS 027 as shown on Corner Perpetuation and Filing Record Instrument No. 8085400, bears N 00°14'20" W 2204.30 feet, the basis of bearings for this description;

Thence N 00°14'20" W 1041.10 feet along the section line and N 00°40'32" E 22.20 feet to the northeasterly right of way line of York Road, Federal Aid Project No. S-6703(3) from said southeast corner to the POINT OF BEGINNING, said point being marked by a 5/8" iron rod with aluminum cap stamped PLS 12222;

Thence N 00°40'32" E 827.72 feet along the east line of Deed Instrument No. 1424005 to a point on the easterly boundary line of Holden Place Division No. 1, Instrument No. 070007, said point being marked by a 1/2" iron rod with cap stamped PLS 3000;

Thence N 20°14'20" E 110.82 feet along the easterly boundary of said Holden Place Division No. 1, said point being marked by a 5/8" iron rod with aluminum cap stamped PLS 12222;

Thence S 03°16'40" E 302.91 feet to the west boundary of Park Place Division No. 2, Instrument No. 1240538, said point being marked by a 5/8" iron rod with cap stamped PLS 12222;

Thence along said boundary of Park Place Division No. 2 the following 5 courses:

- 1) S 00°29'56" W 10.17 feet to the southwest corner of Lot 13 Block 2 which is marked by a 5/8" iron rod with cap stamped PLS 0705;
- 2) S 00°14'29" E 120.00 feet to the southeast corner of said Lot 13 which is marked by a 5/8" iron rod with cap stamped PLS 0705;
- 3) N 00°50'01" E 80.00 feet to a point being marked by a 5/8" iron rod with aluminum cap stamped PLS 12222;
- 4) N 00°01'09" W 24.10 feet to southeast corner of Lot 02 Block 2, which is marked by a 5/8" iron rod with aluminum cap stamped PLS 12222;
- 5) S 00°14'20" E 530.23 feet to the southeast corner of Lot 57 Block 2 which is marked by a 5/8" iron rod with cap stamped PLS 0705, said point also being the southwest corner of Lot 10 Block 2 of Park Place Division No. 1, Instrument No. 1214210;

Thence along the boundary of said Park Place Division No. 1 the following 2 courses:

- 1) S 00°14'20" E 161.04 feet to the southeast corner of Lot 10 Block 2 which is marked by a 5/8" iron rod with cap stamped PLS 0705;
- 2) S 00°20'00" E 75.08 feet to the southwest corner of Lot 17 Block 2 which is marked by a 5/8" iron rod with cap stamped PLS 0705;

Thence S 00°02'04" E 214.06 feet along the west line of Deed Instrument No. 1210402 to the northeast corner of York Well 10 Site Division No. 1, Instrument No. 1305002, marked by a 5/8" iron rod with aluminum cap stamped PLS 3042;

Thence along the boundary of said York Well 10 Site Division No. 1 the following 2 courses:

- 1) S 00°57'53" W 280.50 feet to the northwest corner thereof being marked by a bent 5/8" iron rod;
- 2) S 00°02'07" E 340.12 feet along the west line to its intersection with the northeasterly right of way of line of York Road, Federal Aid Project No. S-6703(3) to a point being marked by a 5/8" iron rod with aluminum cap stamped PLS 12222;

Thence along said right of way line the following 3 courses:

- 1) S 00°23'04" W 200.50 feet to a point of curvature of a curve to the right being marked by a 5/8" iron rod with aluminum cap stamped PLS 12222 from which the radius point bears N 00°26'57" W 34,347.47 feet;
- 2) Northeasterly 749.35 feet along said curve to the right with a central angle of 01°15'00", a chord bearing of N 00°49'28" W and chord distance of 749.33 feet, to a point of curvature being marked by a 5/8" iron rod with aluminum cap stamped PLS 12222;
- 3) N 00°11'06" W 22.62 feet to the POINT OF BEGINNING.

Containing 17.559 acres.

## EXHIBIT "B"

### SPECIAL CONDITIONS FOR

#### PARK PLACE DIVISION NO. 5

**S-C 1.00 Arterial Street and Bridge Fee.** The Bridge and Arterial Streets Fee for this subdivision is Eight Thousand Six Hundred Dollars (\$8,600) (43 Lots of R-1 Zone at \$200.00 per Lot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 860.00
November 1, 2018	\$1,935.00
February 1, 2019	\$1,935.00
May 1, 2019	\$1,935.00
August 1, 2019	<u>\$1,935.00</u>
<b>TOTAL:</b>	<b>\$ 8,600.00</b>

**S- 2.00 Surface Drainage Fee.** The Surface Drainage Fee for this Subdivision is Four Thousand One Hundred Fifty-Two Dollars and Seventy-One Cents (\$4,152.71) (553,694 square feet net area at \$.0075 per square foot), payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 415.27
November 1, 2018	\$ 934.36
February 1, 2019	\$ 934.36
May 1, 2019	\$ 934.36
August 1, 2019	<u>\$ 934.36</u>
<b>TOTAL:</b>	<b>\$ 4,152.71</b>

**S-C 3.00 West 65<sup>th</sup> South Annexation.** The annexation of the right-of-way along West 65<sup>th</sup> South shall occur prior to October 15, 2018, based upon DEVELOPER's application to CITY and DEVELOPER's delivery to CITY of the legal description of the property to be annexed.

**S-C 4.00 Storm Drainage.** DEVELOPER shall design and construct storm water drainage facilities as shown on the Improvement Plans and in compliance with specifications described therein. DEVELOPER shall design and construct street storm drain connections to adjacent subdivisions. DEVELOPER understands that acceptance of this Subdivision is contingent upon the completion and function of storm drain improvements in adjacent subdivisions.

**S-C 5.00 Traffic Signs.** DEVELOPER agrees to install all street signs designating the names of all streets within the subdivision. Such signs shall be installed in the manner and locations

as directed by the City Engineer.

**S.C. 6.00 Existing Infrastructure.** When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY's right-of-way, DEVELOPER will coordinate such activities with the applicable owner, e.g. poles owned by PacifiCorp dba Rocky Mountain Power. Any existing electrical infrastructure owned by PacifiCorp dba Rocky Mountain Power will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out is to be initiated by DEVELOPER after annexation through Idaho Falls Power.

**S-C 7.00 Street Section Improvements West 65<sup>th</sup> South** DEVELOPER shall design and construct right and left turn lanes into Park Place Subdivision No. 5, before building permits will be issued. This special condition is temporary in nature and shall not substitute for the payment in lieu of construction of improvements required in S-C 8.00 of this Agreement.

**S-C 8.00 W. 65<sup>th</sup> South Participation in Arterial Street Section.** DEVELOPER shall be responsible for all design and construction costs of the frontage for approximately one thousand seventy (1,070') feet of W. 65<sup>th</sup> South pursuant to Section 10-2-4 (D2) of the City Code. Recognizing that a portion of the future and current traffic on this street originates from properties outside the Subdivision, DEVELOPER shall be responsible only for the design and construction costs of two (2') inches of asphalt over six (6') inches of  $\frac{3}{4}$  inch crushed aggregate asphalt base, for a 21.5 feet wide street section. DEVELOPER's cost for this work is One Hundred Eighty-Four Thousand Eight Hundred Thirty-Two Dollars and Forty Five Cents (\$184,832.45). Payment for this work, in lieu of installation shall be as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$18,483.25
November 1, 2018	\$41,587.30
February 1, 2019	\$41,587.30
May 1, 2019	\$41,587.30
August 1, 2019	<u>\$41,587.30</u>
<b>TOTAL:</b>	<b>\$184,832.45</b>

**S-C 9.00 Irrigation Ditch along West 65<sup>th</sup> South** DEVELOPER shall relocate the existing irrigation ditch along West 65<sup>th</sup> South north of the right of way within the limits of this Subdivision.



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

**FINAL PLAT OF PARK PLACE, DIVISION 5, South of W 49th S extended, west of S 5th W., north of W 65th S and east of S 15th W.**

**WHEREAS**, the applicant filed an application for a final plat on February 21, 2018; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on April 3, 2018; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on September 13, 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 17.359 acres parcel located generally south of W 49th S extended, west of S 5th W., north of W 65th S and east of S 15th W.
3. The subdivision includes 43 residential lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R-2A and R-3A Zones.
5. The proposed development is consistent with the principles of the Comprehensive Plan.
6. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Park Place, 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, September 7, 2018

**RE:** Rezone to Remove a PT Overlay, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards

---

Attached is the application for rezoning property from LC and R1 with a PT overlay to LC and R1 without the PT overlay, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Lots 1-4, & Portion Lot 5, Block 1, Television Park Addition Division 1, Lots 18-21 & 24-27, Block 2, Lots 9-13, Block 3, 1<sup>st</sup> Amended Anderson-Jeppson Addition . The Planning and Zoning Commission considered this item at its August 7, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

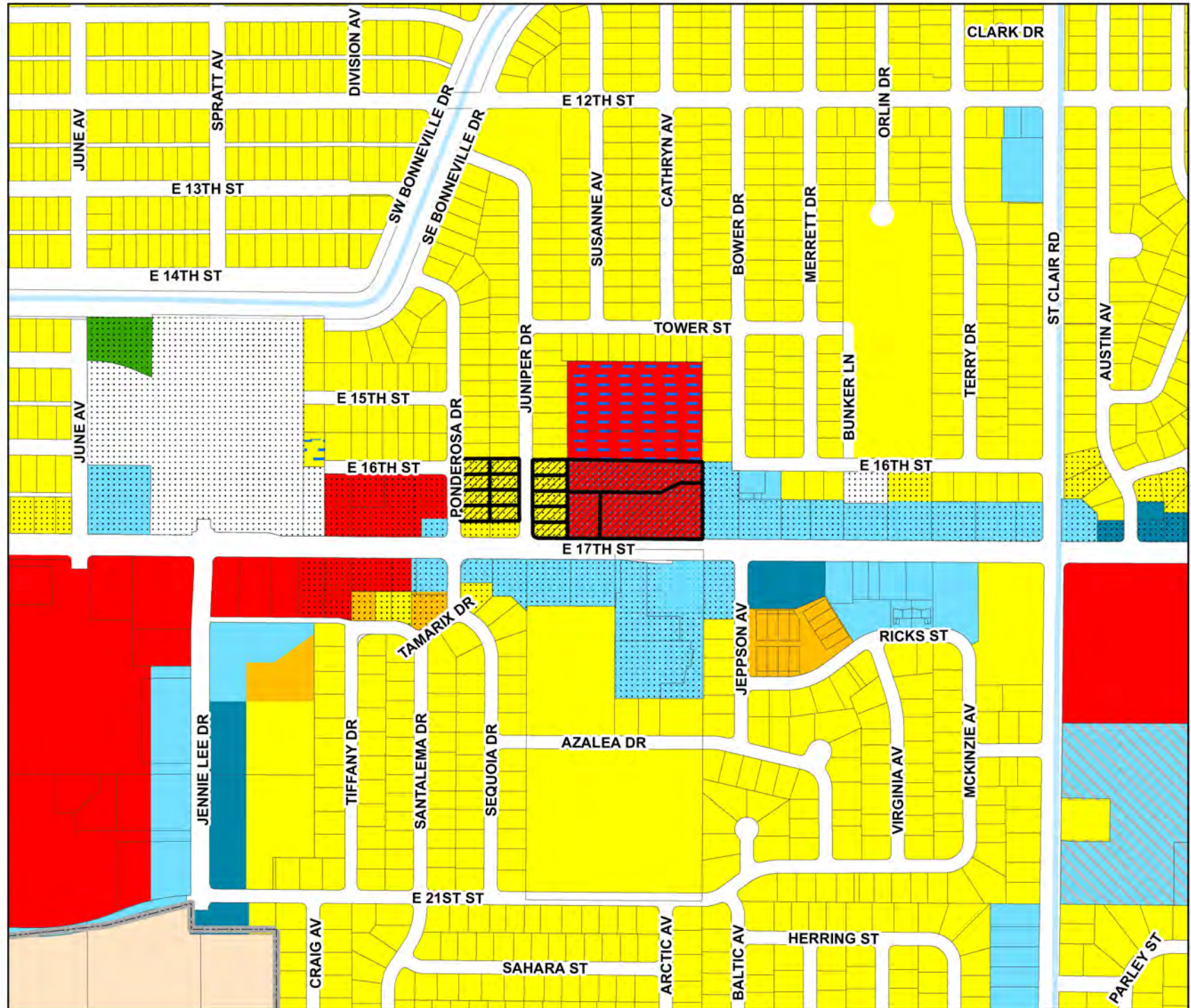
Attachments: Vicinity Map  
Aerial Photo  
Staff Report August 7, 2018  
P&Z Minutes August 7, 2018  
Zoning Ordinance  
Reasoned Statements of Relevant Criteria and Standards



Rezone Lots 1-4, Part Lot 5, Block 1, Television Park, Div. 1, Lots 18-21 & 24-27, Block 2, Lots 9-13, Block 3, 1st Amended Anderson-Jeppson

**Legend**

-  Site  
 RE  
 RP  
 R1  
 R2  
 TN  
 RMH  
 R3  
 R3A  
 PB  
 DT  
 CC  
 LC  
 HC  
 R&D  
 LM  
 I&M  
 P
- Overlays**
-  PT  
 PT&T-1  
 PUD  
 T-1  
 T-2  
 City Limits  
 Area of Impact

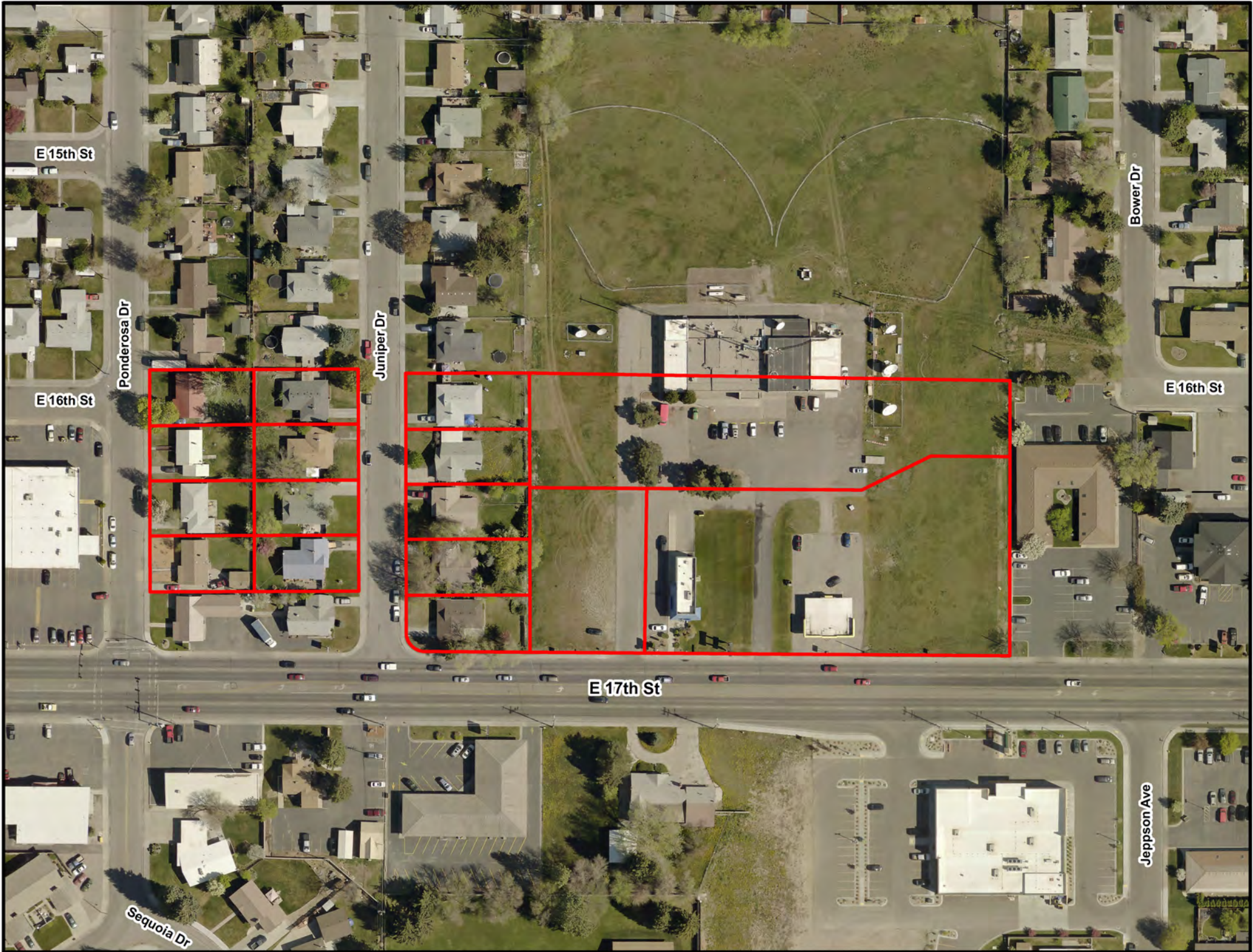


IDAHO FALLS

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







E 15th St

E 16th St

E 17th St

E 16th St

Ponderosa Dr

Juniper Dr

Bower Dr

Jeppson Ave

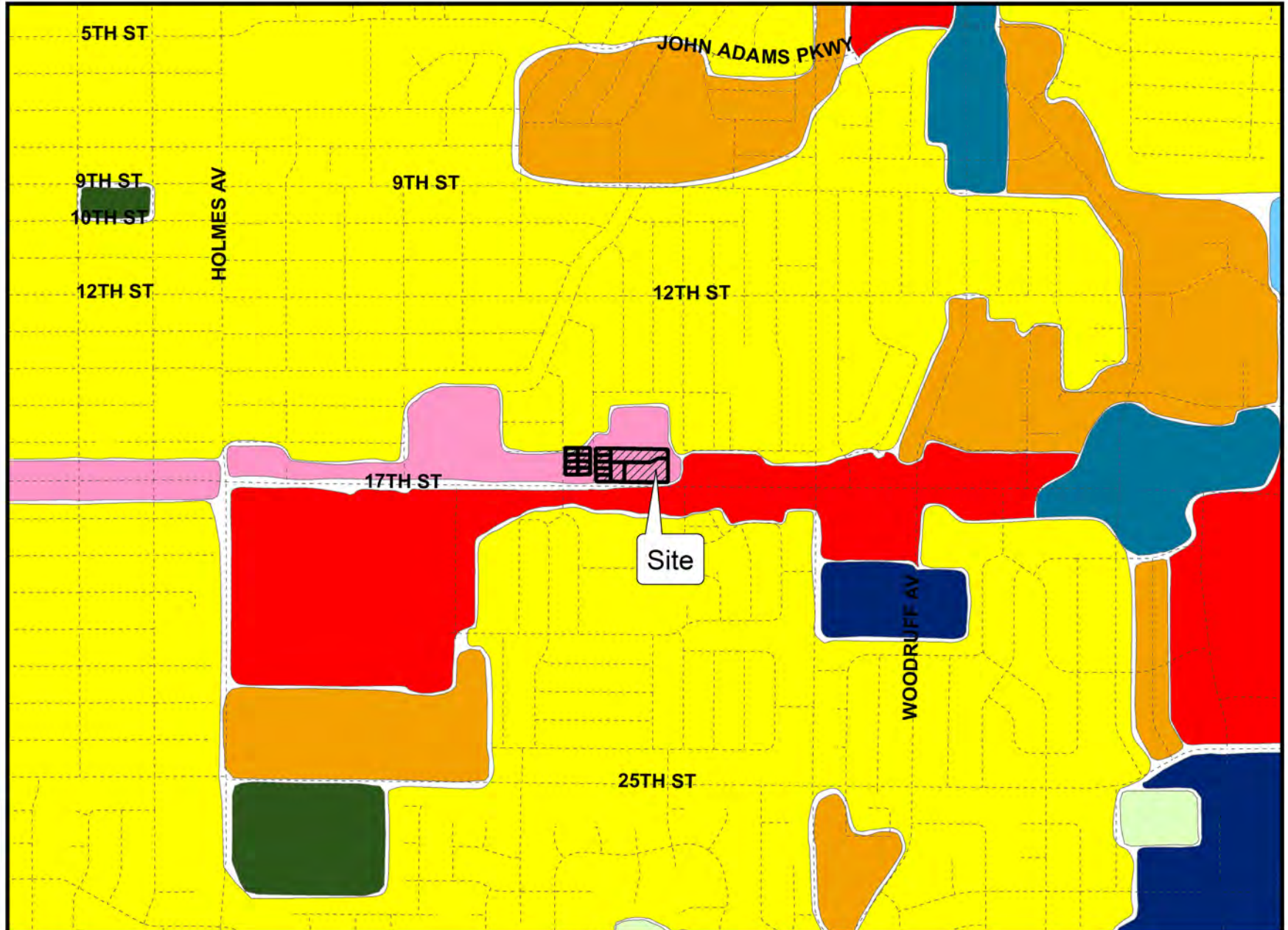
Sequoia Dr



Rezone Lots 1-4, Part Lot 5, Block 1, Television Park, Div. 1, Lots 18-21 & 24-27, Block 2, Lots 9-13, Block 3, 1st Amended Anderson-Jeppson

- |                |                                |                         |                            |                             |
|----------------|--------------------------------|-------------------------|----------------------------|-----------------------------|
| Estate         | Greenbelt Mixed Uses           | Commercial              | Higher Education Centers   | Railroad-related industrial |
| Low Density    | Parks, Recreation              | Employment Centers      | Planned Transition         |                             |
| Higher Density | Public Facilities, Open Spaces | Medical Services Center | Highway-related industrial |                             |

Comprehensive  
Plan



IDAHO FALLS

Planning Division  
City Annex Building  
680 Park Ave.  
Idaho Falls, ID 83402  
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IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT  
**REZONE FROM R1/PT and LC/PT/T1 TO R1 and LC/T1 with  
removal of PT Overlay**  
**Aug 7, 2018**



Community  
Development  
Services

**Applicant:** Horrocks Engineers

**Location:** Generally south of E 12th St., west of St Clair Rd., north of E 17th St., & east of Juniper Dr.

**Size:** 4.19 acres

**Existing Zoning:**

Site: R1/PT and LC/PT/T1

North: R1 and LC/T1

South: R3A/PT

East: R3A/PT

West: R1, LC/PT, R3A/PT

**Existing Land Uses:**

Site: Commercial

North: Commercial

South: Office/Commercial

East: Office/ Medical

West: Commercial/Residential

**Future Land Use Map:**

Planned Transition

**Attachments:**

1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

**Requested Action:** To **recommend** approval of the rezone from R1/PT overlay and LC/PT overlay/T1 overlay to R1 and LC/T1 overlay minus the PT overlay to the Mayor and City Council.

**Staff Recommendation:** Approval of the removal of the PT overlay as proposed.

**History:**

In 1956 the portion currently zoned LC was annexed. It was then rezoned to add the Planned Transition overlay in 1987. It was platted as the Television Park addition Div. 1 in 1988. Recently rezoned from C-1 to LC as part of new Zoning ordinance in April of 2018.

The R1 portion was annexed and platted in 1951. Rezoned to add the Planned Transition overlay in 1987.

**Staff Comments:** The intent of the PT overlay is to maintain land use compatibility and enhanced the functioning of arterial streets. 17<sup>th</sup> Street is designated as a minor arterial per the Bonneville Metropolitan Planning Organization (BMPO). In the transitional area planning study done in 1986 this section of 17<sup>th</sup> street was not indicated as a high area of concern for transition see attached Map 8 Page 9 of the study. The Area however was included in the 1987 ordinance adoption of the overlay.

The Creation of the PT Zone was to find an organized way to protect property owners along parallel and side streets adjacent to arterial streets that were transitioning from residential to commercial land uses. The PT zone has also allowed the City a way to address redevelopment and access reduction along major roadways. The homes with access off of Ponderosa Drive and Juniper Drive have a high likelihood of remaining residential in nature given that they currently have viable commercial operations Staker Floral and Daylight Donuts operating just south of them along 17<sup>th</sup> Street.

Uses allowed in the PT-1 Overlay Zone includes Multi-unit residential and a wide variety of commercial uses. The PT-1 overlay does have several excluded uses. The PT Zone requires a minimum of 30,000 SF before a property can be developed. These additional requirements have discouraged the development of properties in this area. The majority of undeveloped properties from 1984 continue to be undeveloped today.

Staff does receive inquiries regarding development and infill of properties in this area regularly the PT overlay has prohibited development of automotive related business on both the North as South side of 17<sup>th</sup>. In some instances given the underlying zones and location of residences in the vicinity the overlay has been successful. In this area given the new ordinances requirements for buffering and the limited number of residence it does make sense to remove the PT overlay.

### **Comprehensive Plan Policies:**

Page 49, 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.

### **Rezoning**

**Considerations:** Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

	<b>Staff Comment</b>
The potential for disruption of agricultural irrigation and drainage systems	Staff is unaware of any potential for disruption of irrigation or drainage systems with the proposed change to the property.
The potential for damage to neighboring properties or public facilities (including streets, culverts, bridges, and existing storm drains) from accelerated storm water or snow melt run-off	Staff is unaware of damage from accelerated storm runoff as a result of the zone change.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and	Given that a portion of this rezone area is vacant land a slight increase in traffic would be expected if that area was to develop. The future use could require the addition of a right hand

signals, and other transportation improvements	turning lane dependent on a traffic study at the time of development.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	Removal of the Overlay will not have an impact on infrastructure in the area.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties	Staff is unaware of specific nuisances or hazards.
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment	A portion of this rezone area is being considered for an apartment complex this helps infill vacant ground located within the city limits and helps develop where infrastructure is already in place to service proposed use.

**Rezone application responses:** See attached Applicant Letter

**Transportation Plan:** 17<sup>th</sup> Street is a Minor Arterial running along the south

**Zoning Ordinance:**

Page 31,

(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

### 11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

**Table 11-2-1: Allowed Uses in Residential Zones**

P = permitted use. C = conditional use. A blank denotes a use that is not allowed in that zone.								
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C	P	P		P	P
Day Care, Group*	C		C	P	P	C	P	P
Day Care, Home	C		C	P	P	C	P	P
Dwelling, accessory unit*	P			P	P		P	P
Dwelling, multi-unit*				P*	P		P	P
Dwelling, single unit attached*			P	P	P	P	P	P
Dwelling, single unit detached	P	P	P	P	P	P	P	P
Dwelling, two unit				P	P		P	P
Eating establishment, limited					P*			P
Financial Institutions					P*			
Food Processing, small scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C		C	C	C	C	C	C
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C		C
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C	C	C	C		C	C	C
Professional Service								P
Public Service Facility*	C	C	C	C	C	C	C	C
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C		

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C	C	C	C	C	C	C	C
Residential Care Facility							P	P
Retail					P*			C
School*	C	C	C	C	C	C	C	C
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

Page 38,

(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses



## 11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

**Table 11-2-2: Allowed Uses in Commercial Zones**

P = permitted use. C = conditional use. A blank denotes a use that is not allowed in that zone.				
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.				
Proposed Land Use Classification	Commercial			
	PB	CC	LC	HC
Accessory use*	P	P	P	P
Amusement Center, Indoor		P	P	P
Amusement Center, Indoor Shooting Range*		P	P	P
Amusement Center, Outdoor*				P
Animal Care Clinic*	P	P	P	P
Animal Care Facility*				P
Bed and Breakfast*		P	P	
Boarding /Rooming House		P	P	
Building Material, Garden and Farm Supplies			P	P
Cemetery*		C	C	C
Club*		P	P	P
Communication Facility		P	P	P
Day Care, all Types*	P	P	P	P
Drinking establishment		P		P
Drive-through Establishment *	P*	P	P	P
Dwelling, accessory unit *		P	P	P
Dwelling, multi-unit*		P	P	
Dwelling, two unit				
Eating establishment		P	P	
Eating Establishment, limited	P	P	P	P
Financial Institutions	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P
Equipment Sales, Rental and Services			P	P
Food Processing, small scale				P
Food store		P	P	P
Health Care and Social Services	P	P	P	P
Higher Education Center		P	P	P

<b>Proposed Land Use Classification</b>	<b>PB</b>	<b>CC</b>	<b>LC</b>	<b>HC</b>
Home Occupation*	P	P	P	P
Hospital*	C	C	C	C
Industry, craftsman	P	P	P	P
Industry, light		P	P	P
Information Technology	P	P	P	P
Laundry and Dry Cleaning		P		
Live-Work*	C	P	P	P
Lodging Facility		P	P	P
Mortuary				P
Park, and recreation facility*	P	P	P	P
Parking Facility		P	P	P
Pawn Shop		P		
Personal Service	P	P	P	P
Professional Service	P	P	P	P
Planned Unit Development*		P	P	
Public Service Facility*	C	C	C	C
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Recreation Vehicle Park*				P
Religious Institution*		P	P	P
Residential Care Facility	P	P	P	P
Retail		P	P	P
School*		P	P	P
Short Term Rental*		P	P	
Fuel Station		P	P	P
Fuel Station, Super		C	P	P
Storage Facility, self-service				P
Storage Yard*				P
Transit Station		P	P	P
Vehicle and Equipment Sales			P	P
Vehicle Body Shop				P
Vehicle Repair and Service		P	P	P
Vehicle Sales, Rental and Service		P		P

#### **11-5-1: PT PLANNED TRANSITION ZONE.**

- (A) Purpose. The purpose of the PT Planned Transition Zones is designed to maintain land use compatibility and enhance the functioning of arterial streets by requiring conformity to performance standards as set forth in this Section.
- (B) Allowed Uses and Structures. Multi-unit residential and commercial uses except as noted below, and accessory structures and utilities.

- (1) The Standard Land Use Coding Manual, 1977 Edition, shall be used when identifying uses that are not allowed in the PT zone. Uses not allowed include classifications 521 (Lumber and other building materials – retail), 5211 (Lumber yards – retail), 5212 (Building materials – retail), 5252 (Farm equipment 0 retail), 5511 (Motor vehicles [new and used cars] – retail), 5512 (Motor vehicles [used cars only] – retail), 5520 (Tires, batteries, and accessories – retail), 5591 (Marine craft and accessories – retail), 5592 (Aircraft and accessories – retail), 5599 (other retail trade – automotive, marine craft, aircraft, and accessories, NEC), 582 (Drinking places [alcoholic beverages], 5820 (Drinking places [alcoholic beverages], 598 (Fuel and ice – retail), 637 (Warehousing and storage services), 641 (Automobile repair and services), 662 (Special construction and trade services), 674 (Correctional Institutions), 675 (Military bases and reservations), 721 (Entertainment Assembly), 722 (Sports assembly), 731 (Fairgrounds and amusement parks), 739 (Other amusements, NEC).
- (C) General Requirements.
  - (1) No use shall be made of any property within the PT Zone without prior application and approval as set forth in Chapter 6 Administration of this Code.
  - (2) All development in the PT Zone shall comply with the requirements of this Code and the City of Idaho Falls Subdivision Ordinance, except where the performance standards established in this Section impose more stringent requirements, then the performance standards shall control.
- (D) Dimensional Standards.
  - (1) Minimum Size. All development sites shall have a minimum size of at least thirty-thousand square feet (30,000 ft<sup>2</sup>). A waiver from the minimum lot size may granted subject to the provisions for review set forth in Section 11-6-5H.
  - (2) Maximum Lot Coverage. Maximum lot coverage shall be fifty percent (50%) for multi-unit residential uses and seventy percent (70%) for commercial uses.
  - (3) Maximum Building Height. Maximum building height shall not be any higher than four feet (4') above the highest point of any building located on any property contiguous to the proposed use.
  - (4) Exceptions to the dimensional standards may be approved as set forth in Chapter 6 Administration of this Code.
- (E) Performance Standards.
  - (1) Access and Connections. All uses shall be designed to provide the following:
    - (a) Adequate access for emergency or public service vehicles and equipment.
    - (b) Shared functional connections with adjoining uses, including shared access from the street, shared parking and service access, and shared pedestrian circulation between uses.
    - (c) Sidewalks along streets and a safe and adequate system of pedestrian circulation within the property.
    - (d) Safe vehicular and pedestrian safety access to and from the site.
  - (2) Traffic Generation. No uses shall generate traffic which:
    - (a) Decreases the level of service (LOS) one (1) level on the external street system, as defined in the most recent edition of the “Highway Capacity Manual,” published by the Transportation Research Board.
    - (b) Is more than the capacity of the public streets serving it or of its own proposed access points to those streets.
  - (3) Lighting.

- (a) All sources of illumination shall be directed and, when necessary, shielded to avoid direct glare onto adjacent properties.
  - (b) No commercial use shall cause a level of illumination exceeding one-half foot (0.5') candles on any part of a contiguous residential area.
- (4) Buffering. All uses shall be effectively buffered to screen adjoining streets or uses from sight, sound, micro climatic or other adverse impacts. Such buffers shall be installed in accordance with the standards set forth below:
- (a) The effectiveness of a proposed buffer shall be evaluated based on its width, height, density, the nature of the materials selected, and plans for its maintenance. Use of fences or walls only as buffers is generally ineffective and should not be allowed except where needed for site security or where space is extremely limited.
  - (b) Whenever practical, existing trees shall be saved and used in buffers or other landscaping on the site.
  - (c) All commercial uses shall provide an effective buffer along arterial streets that includes street trees in a ten foot (10') wide planting strip, and an effective landscaping or shrubbery buffer between the sidewalk and parking lots and buildings.
  - (d) Where high density residential uses border an arterial street, parking shall be used as part of a buffer that includes street trees in a ten foot (10') wide planting strip, the sidewalk, and an effective buffer between sidewalk and the parking area.
  - (e) All uses shall provide a buffer along non-arterial streets, including street trees at forty foot (40') centers in an eight foot (8') wide planting strip between the sidewalk and parking lots or buildings. The buffer shall cause the non-arterial streets to appear residential in character, even when used for access to commercial uses.
  - (f) All uses provide an effective buffer for adjoining residential uses along their side or rear property lines or the alley.
  - (g) All parking lots containing twenty-four (24) or more parking spaces shall have an effective buffer from the adjoining street, consisting of a berm, landscaping or a combination of both.
  - (h) Outdoor storage, loading, and service areas shall be screened from public streets or adjoining properties. Separate screening is not required where required buffers fulfill this standard.
- (5) Hours of Operation. A commercial use within the PT Zone shall not be open to the public between the hours of 11:00 p.m. and 6:00 a.m.

#### 11-5-2: WIRELESS COMMUNICATIONS TOWERS AND ANTENNAS.

- (A) Purpose. The purpose of regulations for wireless communications towers and antennas is as follows:
- (1) Protect residential areas and land uses from potential adverse impacts of towers and antennas.
  - (2) Encourage the location of towers in non-residential areas.
  - (3) Minimize the total number of towers throughout the community.
  - (4) Strongly encourage the joint use of new and existing tower sites as a primary location rather than construction of additional single-use towers.
  - (5) Encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal.
  - (6) Encourage users of towers and antennas to configure them in a way that minimizes the adverse

visual impact of the towers and antennas through careful design, siting, landscape screening, and innovative camouflaging techniques.

(7) Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently.

(8) Consider the public health and safety of communication towers.

(9) Avoid potential damage to contiguous properties from tower failure through engineering and careful siting of tower structures.

(B) Applicability. The provisions of this Section shall apply to the siting, design, and maintenance of all

towers and antennas in the City of Idaho Falls except for the following:

(1) Amateur radio station operators and receive only antennas under seventy feet (70') in height; and owned and operated by a federally-licensed amateur radio station operator or used exclusively for receive only antennas.

(2) Towers and antennas existing prior to September 14, 2000, that meet the requirements of State or Federal Law and comply with adopted City building and electrical codes.

(3) Radio and TV towers and antennas that are accessory uses for radio and television stations where permitted in the Zone, unless modified for collocation as specified in this Section.

(C) Local, State or Federal Requirements.

(1) All towers shall comply with current minimum standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas.

(a) If the standards and regulations are changed, then the owners of the towers and antennas governed by this ordinance shall bring such towers and antennas into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency.

(b) Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

(2) All towers shall comply with standards contained in the International Building Code, and the National Electric Code, as adopted by the City.

(D) Permitted Antennas and Towers.

(1) Antennas attached to any commercial, industrial, professional, institutional, or multi-family structure of eight or more dwelling units as set forth in Section 11-6-5D, provided the antenna does not extend more than thirty feet (30') above the highest point of the structure.

(2) Antennas attached to an existing towers.

(3) Cable microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

(4) Antennas placed and concealed within structures.

(5) Antennas attached to a light standard, flag pole, or similar structure on a commercial or institutional use, provided the antenna does not extend more than ten feet (10') above the highest point of the standard.

(6) Additional tower units added within the perimeter of an AM array.

(7) Antennas or towers located in the T-1 and T-2 Overlay Zones that comply with the provisions of those zones.

(E) Colocation. In order to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one (1) carrier on existing towers shall take precedence over the construction of new towers, provided such collocation is accomplished in a manner consistent with the following:

(1) A tower which is modified or reconstructed to accommodate the collocation of an additional



antenna shall be of the same tower type as the existing tower, unless the Zoning Administrator allows reconstruction as a monopole.

(2) An existing tower in a T-2 Zone may be modified or rebuilt to a taller height to accommodate the collocation of an additional antenna.

(a) The modified height shall not exceed thirty feet (30') over the tower's existing height. This height change may only occur one (1) time per tower.

(b) The additional height shall not require an additional distance separation as set forth in Table 11-5-4 Separation from Off-Site Uses/Designated Areas. The tower's pre-modification height shall be used to calculate such distance separations.

(3) Onsite Relocation.

(a) A tower which is being rebuilt to accommodate the collocation of an additional antenna may be moved onsite within fifty feet (50') of its existing location.

(b) After the tower is rebuilt to accommodate collocation, the old tower must be removed.

(c) A relocated onsite tower shall be measured from the original tower location for purposes of calculating separation distances between towers pursuant Table 11-5-5 Distance Between Towers.

(d) The onsite relocation of a tower shall not come within the separation distances to residential units or residentially zoned lands as established in Table 11-5-4 Separation from Off-Site Uses/Designated Areas.

(F) T-1 Overlay Zone Requirements. The purposes of the T-1 Overlay Zone are to permit towers of limited height on publicly owned property or commercial areas near major highways and existing towers. The height of the towers is limited due to the proximity of residences. Antennas or towers, and accessory structures and equipment associated with towers and antennas shall meet the following requirements:

(1) The height shall not exceed ninety feet (90').

(2) The tower shall be constructed to permit another carrier to collocate.

(3) The base of the tower shall be at least one hundred percent (100%) of the height of the tower from the closest property line of the nearest residence.

(4) Towers shall meet the separation distances in Table 11-5-4 Separation from Off-Site Uses/Designated Areas and Table 11-5-5 Distance Between Towers.

(5) Towers and accessory structures shall meet the setback requirements of the underlying Zoning Zone.

(6) No equipment shelter shall produce noise levels separate or accumulative above 45dB as measured from the nearest property line on which the tower is located.

August 7, 2018

7:00 p.m.

Planning Department

Council Chambers

**MEMBERS PRESENT:** Commissioners George Morrison, George Swaney, Gene Hicks, Joanne Denney, Natalie Black, Julie Foster, Brent Dixon, Arnold Cantu, Darren Josephson. (9 present 8 votes).

**MEMBERS ABSENT:** Margaret Wimborne, Lindsey Romankiw

**ALSO PRESENT:** Planning Director, Brad Cramer, Assistant Planning Directors, Kerry Beutler, Brent McLane, Brian Stevens; and interested citizens.

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

**2. RZON 18-013: REZONE TO REMOVE THE PT OVERLAY ZONE.** Stephens presented the staff report, a part of the record. Dixon asked what the area is transitioning from in the areas that are LC and why is there a PT Overlay on this area. Stephens indicated that the PT Overlay was put in place in 1987 and the PT Overlay is not necessary any more with the new ordinances and the BMPO Access Management Plan.

Cramer added that there is nothing in this area that would be transitioning from a different use to a new use, it is commercial. Cramer stated that the original purpose of the PT Overlay was to protect the neighbors after the commercial development happened, including buffering and hours of operation, and to get rid of driveways off 17<sup>th</sup>. Cramer stated that the new codes LC standards with buffers and the PT Overlay the LC is a better buffer for the neighbors and a better street scape requirement. Cramer stated that the only difference is some of the uses and the hours of operation are restricted in a PT Zone. Cramer stated that the east side of this property doesn't have any residential to protect. Cramer indicated that the LC zone will protect the neighbors on its own. Cramer indicated that it was his idea to expand the scope of the rezone and look at the homes that have the PT Overlay and they are not changing to commercial, so the PT Overlay doesn't need to be on the area and leave it as a residential zone.

Dixon asked what mechanism is used for accessing the larger lot. Cramer stated that there is an access point onto East 16<sup>th</sup> and an access easement on the west side of the Tv Station as well as access onto 17<sup>th</sup> Street. Dixon indicated that Staker Floral and Daylight Donuts are too small (below 30,000 ft) so can they never transition although they have already become commercial from residential. Cramer stated that they can change uses, but if someone wanted to redevelop and demolish they'd have to rezone or acquire more property. Dixon indicated that house on the corner of Juniper has the potential to use its backyard as parking and turn into commercial. Dixon indicated he is trying to understand the logic behind what properties they have chosen. Cramer stated that if they are going to leave the PT Overlay on all of it, it would make sense to keep the PT Overlay on that house, however, that house on its own with the PT Overlay can never transition.

Morrison opened the public hearing.

**Applicant: Clint Boyle, Horrocks Engineers, 901 Pier View Ave., Idaho Falls, Idaho.** Boyle indicated that his clients have a specific use they are ready to move forward with for a tunnel car wash and within the PT Zone that use is prohibited. Boyle stated that there is nothing to protect

with the PT Overlay as there is commercial uses surrounding the site. Boyle stated that they submitted on 4 parcels to remove the PT Overlay including the vacant property to the east, the Quick Cash building, Fast Signs has a finger for the access drive, and Baskin Robin parcel. Boyle stated that the area has already transitioned to commercial. Boyle stated that to bring the request forward his client had to option the Quick Cash building, plus the vacant lot and got the Baskin Robin owner to come in on the application to remove the PT Overlay. Boyle stated that will give them flexibility when they develop, and they can reconfigure some of the access drives and parking. Boyle stated that there is a shared access drive with an existing cross-access easement. Boyle stated in working with the engineering department there would be some improvements at the access point to create more of a curb radius/curb return to allow traffic to get off the roadway quicker. Boyle indicated that there has been a specific focus on 17<sup>th</sup> Street with the new improvements and this parcel will utilize existing drive approaches so there will be no new approaches. Boyle indicated that the PT Overlay went in the mid 80's and that was a City initiated property rezone and the conditions have changed and the LC zone is to provide retail and service uses and located along major streets along with other provisions that are in the LC zone that provide protections that didn't exist under C-1 that was previously in affect.

Foster asked which parcel they will put the car wash on. Boyle indicated that they will be building immediately east of the Quick Cash building on the vacant parcel.

### **Support/Opposition:**

**Jake Workman, 1625 Juniper, Idaho Falls, Idaho.** Workman is in favor land development. Workman has concerns about the removal of the PT Overlay from his residential property. Workman doesn't think its fair to the developer for the City to tack on the extra zoning change to his application. Workman questioned whether it is development friendly for the City to expand the requests. Workman stated that it is unfair to the commission to deal with a Frankenstein situation when members of the community show up with pitch forks complaining about the creation that they don't understand. Workman stated that the letter that they received had one line and it was unclear as to what was going on. Workman stated that this situation goes beyond logic and it gets to emotion and the core of who the people are. Workman stated that it is disingenuous to say that it is highly unlikely to say that his house will be changed when at the same time they are suggesting removing the overlay, to encourage development. Workman stated that he is in favor of the proposed development, but he doesn't think the City has provided enough reasoning behind changing his overlay of his property. Black asked if Workman's concerns were clarified by what staff said tonight. Workman stated that he had a chance to speak with staff over the phone and they have given information requested, but he doesn't feel that they have adequately given reason as to why his property needs to change. Black stated that this removal of the Overlay will keep his property very safe that it won't transition into something as they are wanting to remove the PT Overlay. Black clarified that the commercial property will be the development that they are talking about, but removing the PT Overlay from the residential it guarantees that the residential will stay residential and it won't transition. Workman stated that he understood that they are going to remove the PT Overlay to encourage future development.

Cramer explained that today with the PT Overlay on the residential properties they are set up today for someone to buy up the houses demolish them and do something different but removing the PT Overlay keeps them residential. Cramer stated that the staff thought the properties should stay residential because that is what they are, and they are not transitioning to commercial.

Cramer added that if they take the overlay off, then if someone wants to do a commercial development they will have to come back and go through the hearing again. Cramer stated that when they talk about removing the PT Overlay to encourage development, they are making the standards different for the LC properties, which allows additional uses, and removes hours of operation restrictions. Cramer stated that they are not proposing development on the residential area today or in the future but rather protecting those houses by removing the PT Overlay that would allow them to transition to commercial.

Swaney asked what was sent to residents. Cramer stated that they send out a letter to everyone within 300' of the property and the one sentence it will say is "the Request is to rezone lots 1-4 ... from PT to ..." Swaney suggested that the staff send information to residents that includes enough information so that they understand more than just the one line at the top of the slide, and the impact on their property, so people can come to the hearing informed in advance. Cramer agreed that they can do a better job.

Hicks suggested having a mandatory neighborhood meeting about what is about to happen.

**Micah Seaver, 1574 Juniper, Idaho Falls, Idaho.** Seaver stated that the letter was frightening and the map that was enclosed had all the zones listed, but no legend. Seaver thanked staff for clearing up the scare. Seaver indicated that he is for development. Seaver stated that his daughter is 4<sup>th</sup> generation in his house and there is history in his home. Seaver stated that he is for development if it is the right development. Seaver stated that if it will be noisy it won't be good for the neighborhood.

**Amanda Seaver, 1574 Juniper, Idaho Falls, Idaho.** A. Seaver stated that lifting the PT Overlay on Juniper Drive and ensuring that her kids can still be there and not be forced out by development is good. Seaver indicated that the neighborhood needs to be protected.

**Felicity Hansen, 1575 Juniper, Idaho Falls, Idaho.** Hansen stated that she remembers when the donut shop opened and one of the problems with the streets in the neighborhood is that they are narrow. Hansen stated that the lots are one car lots and the second vehicle is parked in front of the home. Hansen stated that there is no parking for the donut shop and people who go to the donut shop park down the road. Hansen stated that bringing any other business to the street would make it unsafe for their children. Hansen believes that making the area not be able to transition to commercial is the best option.

**Bob Clark, 1256 Tower Street, Idaho Falls, Idaho.** Clark asked which property will be commercial. Stephens clarified that the red area will be LC and the yellow will be R-1. Clark asked about the vacant lot to the right of the sign building and asked if that is zoned commercial. Stephens agreed that it is an LC zone. Clark asked if that can be developed into residential townhomes. Stephens indicated that it can be developed. Clark stated that he met with the developer that will be developing the Townhomes and he was told that they couldn't have access to 17<sup>th</sup> Street and they can only access 16<sup>th</sup> Street. Morrison ended the conversation as it did not relate to the subject property/application.

**Kristy Campbell, 1655 Juniper, Idaho Falls, Idaho.** Campbell asked if they remove the PT Overlay does it make the hours of operation to where they can run all night because Baskin Robins is loud enough until 11 p.m. Campbell stated that if it changes the hours of operation to be open longer it could be very detrimental to the neighborhood to have things going on until 2

a.m. Cramer indicated that there is no restriction on hours of operation, but the zoning ordinance does have a nuisance ordinance related to noise, and so if there are obnoxious noises then they can be addressed in a different way. Campell indicated that she is not in favor of the unrestricted hours of operation.

Morrison closed the public hearing.

Dixon indicated that he understands the staff's logic and the developers request. Dixon indicated that everything being proposed makes sense.

Black stated that she hopes that the residents understand that this removal of the PT Overlay will protect the properties, so someone can't come in and buy the property and create commercial, and it makes it safer to stay residential and is a good thing for the neighborhood.

Foster stated that they are discussing having a carwash that could operate all night that is next to residential properties. Foster stated that adding another commercial property to the area there will be additional noise that affects the neighborhood and the neighbors and residents have a concern with that factor. Black indicated that to the east is commercial, then a vacant lot between Baskin Robins and the residential.

Swaney stated that one advantage of whatever is developed in the LC lot after the PT Overlay is removed, will be developed to the new City Ordinance and standards for the LC Zone with landscaping and an improved lot, rather than a vacant dust bowl. Swaney stated that it was a confusing effort, with well intentions, to expand the removal of the PT Overlay.

Dixon pointed out that if his motion is approved, they would have two lots of R-1 with a PT Overlay left over that have already transitioned to commercial use, but are not large enough to obtain the size required to transition, so they are in limbo and it would be good if the staff could come up with something that gets them out of limbo.

**Dixon moved to recommend to the Mayor and City Council approval of the Rezone from R1/PT and LC/PT/TI to R1 and LC/TI with removal of the PT Overlay, as presented, Josephson seconded the motion and it passed unanimously.**



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

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF LOTS 1-4, & PORTION LOT 5, BLOCK 1, TELEVISION PARK ADDITION DIVISION 1, LOTS 18-21 & 24-27, BLOCK 2, LOTS 9-13, BLOCK 3, 1ST AMENDED ANDERSON-JEPPSON ADDITION AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R1/PT AND LC/PT/T1 TO R1 AND LC/T1 REMOVING THE PT, PLANNED TRANSITION OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning districts of lands described in Section 1 is R1 and LC/T1 Zone for such lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Planned Transition"; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on August 7, 2018, and recommended approval of zoning the subject property to R1 and LC/T1 Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 13, 2018.

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

**SECTION 1: LEGAL DESCRIPTION:**

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Lots 1-4, & Portion Lot 5, Block 1, Television Park Addition Division 1, Lots 18-21 & 24-27, Block 2, Lots 9-13, Block 3, 1st Amended Anderson-Jeppson Addition

**SECTION 2. Zoning.** That the property described in Section 1 of this Ordinance be and the same hereby is zoned "R1 and LC/T1 Zone" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

**SECTION 3. Savings and Severability Clause.** The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,

clause or phrase of this Ordinance.

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF IDAHO FALLS, IDAHO

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

ATTEST:

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

(SEAL)

STATE OF IDAHO                    )  
  ) ss:  
County of Bonneville            )

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF LOTS 1-4, & PORTION LOT 5, BLOCK 1, TELEVISION PARK ADDITION DIVISION 1, LOTS 18-21 & 24-27, BLOCK 2, LOTS 9-13, BLOCK 3, 1ST AMENDED ANDERSON-JEPPSON ADDITION AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R1/PT AND LC/PT/T1 TO R1 AND LC/T1 REMOVING THE PT, PLANNED TRANSITION OVERLAY ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

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

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

**REZONE FROM R1/PT AND LC/PT/T1 TO R1 AND LC/T1 REMOVING THE PT, PLANNED TRANSITION OVERLAY ZONE FOR LOTS 1-4, & PORTION LOT 5, BLOCK 1, TELEVISION PARK ADDITION DIVISION 1, LOTS 18-21 & 24-27, BLOCK 2, LOTS 9-13, BLOCK 3, 1ST AMENDED ANDERSON-JEPPSON ADDITION LOCATED GENERALLY SOUTH OF E 12TH ST., WEST OF ST CLAIR RD., NORTH OF E 17TH ST., & EAST OF JUNIPER DRIVE.**

**WHEREAS**, the applicant filed an application for a rezone on June 27, 2018; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on August 7, 2018; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on September 13, 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 includes approximately 16 parcels and 4.19 acres located generally south of E 12th St., west of St Clair Rd., north of E 17th St., & east of Juniper Drive.
3. The rezone area is currently a mix of residential and commercial uses as well as vacant undeveloped land.
4. The area was rezoned in 1987 to include a PT, Planned Transition Overlay Zone. The intent of the PT overlay is to maintain land use compatibility and enhanced the functioning of arterial streets.
5. The PT Overlay Zone allows for commercial uses to be developed within the R1 residential properties, provided specific development standards are met as well as providing specific performance standards on the property already zoned LC, Limited Commercial.
6. Staff and the Planning and Zoning Commission recommended approval of the rezone and removal of the PT Overlay Zone because it preserves the residential character of the neighborhood of the properties zoned R1 by removing the potential for commercial uses. Additionally the additional performance standards called out in the PT Overlay Zone are no longer necessary because many of those standards have been adopted as development standards that apply to all development and will continue to apply to this area.

### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria and Standards, the City Council of the City of Idaho Falls approves the Rezone from R1/PT and LC/PT/T1 to R1 and LC/T1 removing the PT, Planned Transition Overlay Zone.

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, September 7, 2018

**RE:** Zoning Ordinance Amendments

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Attached are proposed changes to various sections of the Zoning Ordinance. The changes include adding language back into the code that was inadvertently omitted, clarifying the conditional use permit process and responsibilities, and clarifying language regarding caretaker dwellings, density calculations, and enforcement. The Planning and Zoning Commission considered this item at its August 7, 2018 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments:      Vicinity Map  
                         Aerial Photo  
                         Staff Report August 7, 2018  
                         P&Z Minutes August 7, 2018  
                         Zoning Ordinance

IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT



Community  
Development  
Services

**Zoning Ordinance Amendments**  
**August 7, 2018**

**Applicant:** City  
of Idaho Falls

**Attachments:**

1. Proposed  
Amendment  
Language

**Staff Recommendation:** To recommend to the Mayor and City Council approval of the amendment language to the Zoning Ordinance.

**Staff Comments:** With all new codes there come minor adjustments as they are applied to real life situations. The following are proposed changes in the Zoning Ordinance.

1. As the new Zoning Code was written an exception for allowing nonconforming structures was omitted that allowed for the encroachment into yards on lots occupied by buildings which were in existence prior to the effective date of the Zoning Code. This change is now located in 11-1-9(B)(5) and is the same language that was in the previous Code.
2. There was an issue of clarity in regards to whom the approving body was for Conditional Use Permits. Changes have been made to the use tables in Chapter 2 to clarify, as well as the Summary of Action/Decision Table in Chapter 6.
3. The code didn't clearly address the need of caretaker dwellings for commercial and industrial uses. It is mentioned in the Accessory Dwelling section of the code, but the design requirements for Accessory Dwellings are for residential properties. Language was added to exempt Accessory Dwellings in industrial and commercial zones from some of the standards that would apply in residential zones.
4. In Table 11-3-4: Standards for Residential Zones the calculation for density is being changed from gross density to net density. Calculations for gross density include public streets, subdivision storm water retention ponds, and subdivision landscape lots. As a lot is developed though these areas are not figured into the density which is a net density.
5. In 11-6-7(C) Procedures for Enforcement, a change in the number of days an individual has to request a hearing before the Board of Adjustment from five days to ten days. This change is proposed to match the same requirement in the Nuisance Code and provide consistency.



- (3) Any structural alteration that will reduce the degree of nonconformity is permitted, subject to all other applicable requirements of this Zoning Code.
  - (4) Any nonconforming structure or portion of a nonconforming structure declared unsafe by the Building Official may be made safe or restored to safe conditions.
  - (5) No building or other structure shall hereafter be erected or altered to have narrower or smaller rear yards, front yards, side yards, or other open spaces, that herein required; or in any other manner be contrary to the provisions of this Zoning Code, except that encroachment into yards shall be permitted on lots occupied by buildings which were in existence prior to the effective date of this Zoning Code, but not to an extent greater than the existing encroachment.
- (C) A nonconforming structure that is damaged or destroyed by fire, flood, wind, earthquake, or other calamity or act of God or public enemy, may be restored and the previous occupancy resumed provided that:
- (1) Restoration is started within a period of one (1) year from the date of destruction and the restoration is diligently pursued to completion.
  - (2) The restoration does not increase the extent of the nonconformity beyond that which existed at the time the structure became nonconforming.

#### **11-1-10: NONCONFORMING SITE AND LANDSCAPING.**

- (A) Any use which is nonconforming because of the regulations contained in this Code may be continued in the same manner as if the landscaping were conforming.
- (1) This allowance applies only to those uses as they existed on the effective date of this Code and that were nonconforming only as to the regulations relating to landscaping.
- (B) An increase in the intensity of a land use with nonconforming landscaping shall comply with the landscaping requirements of this section to the extent possible as determined by the Zoning Administrator, but in no case, shall the landscaping be reduced unless suitable substituted landscaping is provided which complies with the provisions of this section.

### 11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

**Table 11-2-1: Allowed Uses in Residential Zones**

P = permitted use. <u>C</u> = conditional use. <u>C<sub>1</sub></u> = administrative conditional use. <u>C<sub>2</sub></u> = Planning Commission conditional use. <u>C<sub>3</sub></u> = City Council conditional use. A blank denotes a use that is not allowed in that zone.								
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			<u>C<sub>2</sub></u>	P	P		P	P
Day Care, Group*	<u>C<sub>1</sub></u>		<u>C<sub>1</sub></u>	P	P	<u>C<sub>1</sub></u>	P	P
Day Care, Home	<u>C<sub>1</sub></u>		<u>C<sub>1</sub></u>	P	P	<u>C<sub>1</sub></u>	P	P
Dwelling, accessory unit*	P			P	P		P	P
Dwelling, multi-unit*				P*	P		P	P
Dwelling, single unit attached*			P	P	P	P	P	P
Dwelling, single unit detached	P	P	P	P	P	P	P	P
Dwelling, two unit				P	P		P	P
Eating establishment, limited					P*			P
Financial Institutions					P*			
Food Processing, small scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	<u>C<sub>1</sub></u>		<u>C<sub>1</sub></u>	<u>C<sub>1</sub></u>	<u>C<sub>1</sub></u>	<u>C<sub>1</sub></u>	<u>C<sub>1</sub></u>	<u>C<sub>1</sub></u>
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					<u>C<sub>1</sub></u>			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						<u>C<sub>2</sub></u>		<u>C<sub>2</sub></u>
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	<u>C<sub>3</sub></u>	<u>C<sub>3</sub></u>	<u>C<sub>3</sub></u>	<u>C<sub>3</sub></u>		<u>C<sub>3</sub></u>	<u>C<sub>3</sub></u>	<u>C<sub>3</sub></u>
Professional Service								P
Public Service Facility*	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						<u>C<sub>2</sub></u>		

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Residential Care Facility							P	P
Retail					P*			C <sub>2</sub>
School*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

#### 11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

**Table 11-2-2: Allowed Uses in Commercial Zones**

<p>P = permitted use. <del>C</del> = conditional use. C<sub>1</sub> = administrative conditional use. C<sub>2</sub> = Planning Commission conditional use. C<sub>3</sub> = City Council conditional use. A blank denotes a use that is not allowed in that zone.</p> <p>*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.</p>					
	Commercial				
Proposed Land Use Classification	PB	CC	LC	HC	PT
Accessory use*	P	P	P	P	P
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, accessory unit *		P	P	P	P
Dwelling, multi-unit*		P	P		P
Dwelling, two unit					P
Eating establishment		P	P		P
Eating Establishment, limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
Equipment Sales, Rental and Services			P	P	
Food Processing, small scale				P	
Food store		P	P	P	P
Health Care and Social Services	P	P	P	P	P

Higher Education Center		P	P	P	P
<b>Proposed Land Use Classification</b>	<b>PB</b>	<b>CC</b>	<b>LC</b>	<b>HC</b>	<b>PT</b>
Home Occupation*	P	P	P	P	P
Hospital*	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>
Industry, craftsman	P	P	P	P	
Industry, light		P	<del>P</del>	P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	<u>C<sub>2</sub></u>	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P
Park, and recreation facility*	P	P	P	P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		<u>P-C<sub>3</sub></u>	<u>P-C<sub>3</sub></u>		<u>P-C<sub>3</sub></u>
Public Service Facility*	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School*		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		<u>C<sub>2</sub></u>	P	P	
Storage Facility, self-service				P	P
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle and Equipment Sales			P	P	
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	P	

## 11-2-5: ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

**Table 11-2-3: Allowed Uses in Industrial Zones**

<p>P = permitted use. <del>C</del> = conditional use. C<sub>1</sub> = administrative conditional use. C<sub>2</sub> = Planning Commission conditional use. C<sub>3</sub> = City Council conditional use. A blank denotes a use that is not allowed in that zone.</p> <p>*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.</p>				
	Industrial		Special Purpose	
Proposed Land Use Classification	LM	I&M	R&D	P
Accessory Use, Day Care*	P		P	
Accessory use, Fuel Station*	P	P	P	
Accessory use, Wholesale	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Accessory Use	P	P	P	
Airport	P			
Agriculture*	C <sub>2</sub>	P		C <sub>2</sub>
Agriculture Tourism	C <sub>2</sub>	P		C <sub>2</sub>
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		C <sub>2</sub>
Adult Business*		P		
Animal Care Clinic*	P	P		
Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		C <sub>2</sub>		
Building Contractor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				C <sub>2</sub>
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	C <sub>2</sub>	P		
Day Care*	P	P	P	
Drinking Establishment	P	P		
Drive-through establishment*	P	P		
Dwelling, accessory unit*	P	P		
Eating establishment	P	P		
Eating Establishment, limited	P	P	P	
Equipment assembly and sales	P	P		
Financial Institution	P	P	P	
Food Processing, small scale processing with or without sales	P	P		
Food Products, Processing, with or without retail sales		P		
Food store	P	P		
Fuel Station, Super	P	P		



Proposed Land Use Classification	LM	I&M	R&D	P
Health Care and Social Services			P	
Higher Education Facilities	P		P	
Hospital*	C <sub>2</sub>	C <sub>2</sub>	C <sub>2</sub>	
Industry, Craftsman	P	P		
Industry, Heavy	P	P		
Industry, Light	P	P		
Information Technology	P	P	P	
Laundry and Dry Cleaning	P	P		
Lodging Facility	P		C <sub>2</sub>	
Medical Support Facilities	P		P	
Parking Facility	P	P	P	
Park and Recreation Facility*				P
Pawn Shop	P	P		
Personnel Service	P	P		
Professional Service	P	P	P	
Public Service Facility*	P	P	C <sub>2</sub>	C <sub>2</sub>
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Railroad Freight Terminal and Station		P		
Recreational Vehicle Park*				C <sub>2</sub>
Research and Development Business	P	P	P	
Retail	P	P		
Storage Facility, self-service	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle and Equipment Sales	P	P		
Vehicle Body Shop	P	P		
Vehicle Sales	P	P		
Vehicle Washing Facility	P	P		
Warehouse, Wholesale	P	P		
Warehouse, Wholesale with flammable materials	P	P		

- (4) Night lighting on the site shall be directed away from other properties.
  - (5) Safe pedestrian and vehicle access and circulation on the site and between contiguous properties shall be demonstrated as follows:
    - (a) Access by the pedestrian customer shall be provided contiguous to the public right-of-way; and
    - (b) Vehicle stacking lanes shall have sufficient capacity to prevent obstruction of the public right-of-way by patrons. The stacking lane shall be a separate lane from the circulation lanes needed for access and parking.
  - (6) In the PB Zone drive-throughs will not be allowed for eating establishments.
- (N) Dwelling, Accessory Unit.
- (1) The accessory dwelling unit may be configured as follows:
    - (a) As an integral portion of a principal dwelling unit on any floor or basement; or
    - (b) As an attached structure to the principal dwelling unit; or
    - (c) As a separate structure; or
    - (d) As an integral portion of any floor of a structure in an Industrial or Commercial Zone.
  - (2) The accessory dwelling unit shall comply with the following dimensional and design requirements, except for those units that fall under 11-2-6(N)(1)(d):
    - ~~(a) The maximum footprint of an attached or separate structure that contains an accessory dwelling plus the area of required parking for the accessory dwelling shall not be larger than ten percent (10%) of the lot area.~~
    - (ba) The maximum size of the accessory dwelling is seven hundred ~~and~~ <sup>seventy-five</sup> (750) sq.ft., and not more than one (1) bedroom.
    - (b) The structure that contains an accessory dwelling shall meet all required dimensional standards for the zone
    - (c) The accessory dwelling structure shall be well-matched in height, bulk, and site location with the adjoining neighborhood.
    - (d) As an attached structure the accessory dwelling unit shall be designed together with the principal dwelling in such a way as to resemble that of a single-unit dwelling.
    - (e) As an attached or separate structure the accessory dwelling unit shall be designed with the same architectural design, style and appearance of the principal dwelling unit.
    - (f) If included as part of the primary structure, only one (1) entrance to the primary structure may be located on the front building elevation except for structures where multiple entrances already exist. If multiple entrances exist then the accessory dwelling may utilize an existing entrance on the front building elevation.
    - (g) The accessory dwelling unit shall have a separate entrance from the primary dwelling, meet the building code requirements for a separate unit, and be functionally separate from the primary dwelling.
  - (3) One (1) parking space shall be required for the accessory dwelling in addition to the existing minimum parking requirement for the principal dwelling unit. A driveway apron may be used for this requirement. Conversion of a garage into an accessory unit is not permitted unless required

parking can be provided on the lot.

- (4) The property owner shall occupy either the principal dwelling unit or the accessory dwelling unit as their primary residence, **except for units accessory to nonresidential uses**. This requirement shall be enforced through recordation of a deed restriction with the Bonneville County Recorder.
- (5) Only one (1) accessory dwelling unit shall be permitted on a lot of a principal dwelling unit.
- (6) The accessory dwelling unit shall not be sold separately or converted to any form of legal ownership different from the principal dwelling unit.

(O) Dwelling, Multi-Unit.

- (1) In the R2 Zone, no more than four (4) dwelling units shall be constructed within a single structure.

(P) Dwelling, Single Unit Attached.

- (1) Every lot upon which a single-unit home attached dwelling is located shall have frontage upon a dedicated public street.
- (2) No single-unit attached dwelling shall be located above another dwelling unit, either in whole or part.
- (3) Each single-unit attached dwelling shall have at least one (1) direct pedestrian access from the interior of the dwelling to the exterior boundaries of the lot. No pedestrian access to an attached single-unit dwelling unit may be held in common with any other single-unit dwelling unit.
- (4) Except as noted below, a single-unit attached dwelling shall have no facilities or property in common with any other single-unit attached dwelling and all such dwelling units shall be structurally and functionally independent from another. All single-unit attached dwellings shall have separate electrical service, water service lines and sanitary sewer service lines from all other of such dwellings. Common facilities or property are allowed for the following:
  - (a) Common party walls constructed in accordance with the International Building Code.
  - (b) Foundations supporting attached or party walls.
  - (c) Flashing at the termination of the roof covering any attached walls.
  - (d) Roofs.
  - (e) Vehicular access to a dedicated street from off-street parking facilities or garages.
- (5) No building permit shall be issued for the construction of a single-unit attached dwelling unless a common facilities agreement or party wall agreement for Declaration of Condominium has been filed with the Bonneville County Recorder's Office for each such dwelling which shares common facilities with another unit. Such agreement shall include a legal description of the lots sharing common facilities and shall allocate responsibility between the owners of such lots the use, maintenance, and ownership of all common facilities.
- (6) All single-unit attached dwellings shall meet the dwelling unit separation requirements of the officially adopted and applicable building codes of Idaho Falls.
- (7) A lot upon which a single-unit attached dwelling is located need not comply with the zone's minimum area and width requirements, provided such lot complies with the zone's location of buildings and the minimum side yard requirements of the zone's special provisions for single-unit attached dwellings.
- (8) The net density of single-unit attached dwellings shall not exceed the density allowed in the zone

maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.

- (H) RMH Residential Mobile and Manufactured Home Zone. This zone provides a residential zone which is characterized by a medium density residential environment. A manufactured or mobile home subdivision, mobile home park, or travel trailer park are special facilities specifically designed to accommodate mobile or recreational vehicles which may not conform to the requirements for permanent location within other residential Zones within the City are allowed within this zone.

#### 11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

**Table 11-3-1: Standards for Residential Zones**

	RE	RP	R1	R2	TN	R3	R3A	RMH
<b>Lot Area</b>								
Lot Area Minimum in ft <sup>2</sup>	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft <sup>2</sup>			13,500*					
<b>Site Width</b>								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
<b>Setbacks, Minimum in ft.</b>								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
<b>Lot Coverage, Building Height, and Density</b>								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in <del>gross</del> net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

- (A) Minimum and Maximum Lot Area.

- (1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 ft<sup>2</sup>), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots. This shall also not apply to conditional uses such as schools and religious institutions.
- (2) In the R2 zone, seven hundred and fiftysquarefeet(750ft<sup>2</sup>) shall be added to the minimum required area for each additional dwelling unit.
- (3) In the TN Zone, the~~minimum~~ maximum average lot area for subdivisions approved after the adoption of this Code, April 12, 2018, shall be ~~an average of maximum of~~ six thousand two hundred and fiftysquarefeet(6,250ft<sup>2</sup>) in order to encourage a mix of lot sizes and dwelling types. ~~Any common open space area shall be distributed equally among the lots in the calculation of the average~~ minimum lot size.

**Table 11-6-1: Summary of Actions/Decisions**

Notes: BA = Board of Adjustment A = Appeal Process CC = City Council ADM = Administrative Process PZ = Planning and Zoning Commission P = Permit Process ZA = Zoning Administrator PH = Public Hearing Process				
Permit/Decision	Code Cross-reference	Recommending Authority	Final Decision-maker	Process
<b>APPEALS</b>				
Decisions of the Zoning Administrator	11-6-3E		BA	A
Decisions of the Board of Adjustment or Planning and Zoning Commission	11-6-4		CC	A
<b>CONDITIONAL USE PERMITS</b>				
All uses listed as conditional in the Tables of Uses	11-2-3, 11-2-4, and 11-2-5	PZ	A,BA,PZ,CC	PH
C <sub>1</sub> Conditional Use (Administrative)			ADM	ADM
C <sub>2</sub> Conditional Use (Planning and Zoning)			PZ	PH
C <sub>3</sub> Conditional Use (City Council)		PZ	CC	PH
To Allow Structures Buildings Within Seventy-five feet (75') of the Banks of a Designated Natural Flood Channel	11-4-3		BA	PH
Minor amendment to a PUD	11-6-3I (9)		ZA	ADM
Major amendment to a PUD	11-6-3I (9)	PZ	CC	PH
<b>PARKING AND LOADING</b>				
To allow off-street parking on a separate lot	11-4-5A (3)		ZA	ADM
To determine the number of off-street parking spaces required for uses not listed in Table 11-4-2	11-4-5B (2)		ZA	ADM
To waive additional off-street parking for similar uses in the CC and TN Zones	11-4-5B (3)		ZA	ADM
To reduce or waive off-street parking requirements	11-4-5B (4)		ZA	ADM
To allow a transit access credit to reduce the number of required parking spaces	11-4-5C (3)		ZA	ADM
To allow a reduction in off-street parking in a shared parking situation	11-4-5D (2)		ZA	ADM
To approve a parking site plan	11-4-5F		ZA	ADM
To combine off street loading for two (2) or more buildings	11-4-5H (1)		ZA	ADM
To allow combined loading facilities	11-4-5H (1)		ZA	ADM
<b>PERMITS</b>				
Temporary construction use	11-2-6BB		BA	P



## **11-6-7: ENFORCEMENT.**

- (A) Continuing Obligation. Maintenance of improvements, conditions of approvals, and requirements of this code shall be a continuing obligation of the applicant or their successors. Any failure to meet these obligations shall be deemed a violation of the Code and subject to the penalties set forth in Title 1, Chapter 3 General Penalty Provisions of City Code.
- (B) Violation. Any person or entity that violates any provisions of this Code shall be guilty of a misdemeanor, and upon conviction shall be subject to penalties as set forth in City Code.
- (C) Procedures for Enforcement.
  - (1) A written notice of failure to maintain the required improvements, conditions of approval, or requirements of this Code shall be served upon all owners of record of the property. The notice shall be in writing and shall be mailed to the owner(s)'s or address last shown on the records of the Bonneville County Assessor. Service of the notice shall be deemed to be complete upon its deposit in the U.S. mail, postage prepaid in the manner set forth above. The notice shall contain a brief description of the terms of the maintenance plan, conditions of approval or violation of the Code.
  - (2) Any person receiving the notice, may, within ~~five (5)~~ ten (10) days of the date of service, request a hearing before the Board of Adjustment, which request shall be delivered to the Zoning Administrator. Following receipt of the request, the Zoning Administrator shall deliver the request to the Board of Adjustment which shall hold a hearing within twenty (20) days from that date. At the hearing, the person may request a reasonable extension of time for curing their failure to comply or otherwise demonstrate good cause why they should not be required to comply.
  - (3) If compliance is not completed within sixty (60) days after the date the notice of failure to maintain the public improvements was served, or any extension allowed by the Board of Adjustment, the owner or owners of the property subject thereto shall be deemed to be in violation of this Zoning Code, and shall be subject to the penalties set forth in Title 1, Chapter 3 General Penalty Provisions of City Code.
- (D) Nuisance. Any building or structure which has been set up, erected, constructed, altered, enlarged, converted, moved, remodeled or maintained contrary to the provisions of this Code, and any use of land or building or premises established, conducted, maintained or operated contrary to the provisions of this Code are hereby declared to be unlawful and opposed to the orderly development of the community and shall therefore be considered a public nuisance.

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

AN ORDINANCE AMENDING TITLE 11 OF THE IDAHO FALLS CITY CODE, AMENDING THE COMPREHENSIVE ZONING CODE TO FURTHER DEFINE NONCONFORMING STRUCTURES, CLARIFY C.U.P. PROCESSES, ALLOW ACCESSORY DWELLINGS IN COMMERCIAL USES, CALCULATE DENSITY IN RESIDENTIAL ZONES, AND DEFINE CODE ENFORCEMENT PROCEDURES; PROVIDING SEVERABILITY, CONFIRMATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted the April 12, 2018, edition of the Comprehensive Zoning which is to promote the health, safety, peace, convenience, and general welfare of the inhabitants of the City by implementing the goals and policies of the City's Comprehensive Plan; and

WHEREAS, the City desires for the standards of the Zoning Code to be consistent and clear; and

WHEREAS, upon review of the Zoning Code, Planning Division staff has determined there are minor updates needed to improve the consistency and clarity of the Zoning Code's standards; and

WHEREAS, changes have been made to the nonconforming structure, clarifying the decision-making body for Conditional Use Permits; accessory dwellings in commercial uses; calculating density for residential zones; and procedures for Zoning Code enforcement; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve the recommended changes on September 13, 2018.

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

**SECTION 1:** City Code Title 11, Section 1, is hereby amended as follows:

...

11-1-9: NONCONFORMING STRUCTURES.

...

(B) Nonconforming structures may continue to be occupied, enlarged, repaired or modified only as follows:

...

(5) No building or other structure shall hereafter be erected or altered to have narrower or smaller rear yards, front yards, side yards, or other open spaces, than herein required; or in any other manner be contrary to the provisions of this Zoning Code, except that encroachment into yards shall be permitted on lots occupied by buildings which were in existence prior to the effective date of this Zoning Code, but not to an extent greater than the existing encroachment.

**SECTION 2:** City Code Title 11, Section 2, is hereby amended as follows:

...

**11-2-3 : ALLOWED USES IN RESIDENTIAL ZONES.**

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. <del>C</del> = conditional use <u>C<sub>1</sub></u> = administrative conditional use. <u>C<sub>2</sub></u> = Planning Commission conditional use. <u>C<sub>3</sub></u> = City Council conditional use. A blank denotes a use that is not allowed in that zone.								
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			<u>C<sub>2</sub></u>	P	P		P	P
Day Care, Group*	<u>C<sub>1</sub></u>		<u>C<sub>1</sub></u>	P	P	<u>C<sub>1</sub></u>	P	P
Day Care, Home	<u>C<sub>1</sub></u>		<u>C<sub>1</sub></u>	P	P	<u>C<sub>1</sub></u>	P	P
Dwelling, accessory unit*	P			P	P		P	P
Dwelling, multi-unit*				P*	P		P	P
Dwelling, single unit attached*			P	P	P	P	P	P
Dwelling, single unit detached	P	P	P	P	P	P	P	P
Dwelling, two unit				P	P		P	P
Eating establishment, limited					P*			P
Financial Institutions					P*			
Food Processing, small scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	<u>C<sub>1</sub></u>		<u>C<sub>1</sub></u>	<u>C<sub>1</sub></u>	<u>C<sub>1</sub></u>	<u>C<sub>1</sub></u>	<u>C<sub>1</sub></u>	<u>C<sub>1</sub></u>
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					<u>C<sub>1</sub></u>			P

Manufactured Home*	P	P	P	P	P	P	P	P
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Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Mobile Home Park*						<u>C<sub>2</sub></u>		<u>C<sub>2</sub></u>
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	<u>C<sub>3</sub></u>	<u>C<sub>3</sub></u>	<u>C<sub>3</sub></u>	<u>C<sub>3</sub></u>		<u>C<sub>3</sub></u>	<u>C<sub>3</sub></u>	<u>C<sub>3</sub></u>
Professional Service								P
Public Service Facility*	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						<u>C<sub>2</sub></u>		
Religious Institution*	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>
Residential Care Facility							P	P
Retail					P*			<u>C<sub>2</sub></u>
School*	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>
Short Term Rental*	P	P	P	P	P	P	P	P
Transit Station								P

### 11-2-3 : ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. <del>C = conditional use</del> <u>C<sub>1</sub> = administrative conditional use. C<sub>2</sub> = Planning Commission conditional use. C<sub>3</sub> = City Council conditional use.</u> A blank denotes a use that is not allowed in that zone.					
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.					
	Commercial				
Proposed Land Use Classification	PB	CC	LC	HC	PT
Accessory use*	P	P	P	P	P
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	

### 11-2-3 : ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

<p>P = permitted use. <del>C = conditional use</del> C<sub>1</sub> = administrative conditional use. C<sub>2</sub> = Planning Commission conditional use. C<sub>3</sub> = City Council conditional use. A blank denotes a use that is not allowed in that zone.</p> <p>*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.</p>					
	Commercial				
Proposed Land Use Classification	PB	CC	LC	HC	PT
Accessory use*	P	P	P	P	P
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	



Proposed Land Use Classification	PB	CC	LC	HC	PT
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, accessory unit *		P	P	P	P
Dwelling, multi-unit*		P	P		P
Dwelling, two unit					P
Eating establishment		P	P		P
Eating Establishment, limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
Equipment Sales, Rental and Services			P	P	
Food Processing, small scale				P	
Food store		P	P	P	P
Health Care and Social Services	P	P	P	P	P
Higher Education Center		P	P	P	P
Home Occupation*	P	P	P	P	P
Hospital*	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>
Industry, craftsman	P	P	P	P	
Industry, light		P		P	
Information Technology	P	P	P	P	P
Laundry and Dry Cleaning		P			P
Live-Work*	<u>C<sub>2</sub></u>	P	P	P	P
Lodging Facility		P	P	P	P
Mortuary				P	P

Proposed Land Use Classification	PB	CC	LC	HC	PT
Park, and recreation facility*	P	P	P	P	P
Parking Facility		P	P	P	P
Pawn Shop		P			
Personal Service	P	P	P	P	P
Professional Service	P	P	P	P	P
Planned Unit Development*		$\overline{PC}_3$	$\overline{PC}_3$		$\overline{PC}_3$
Public Service Facility*	$\underline{C}_2$	$\underline{C}_2$	$\underline{C}_2$	$\underline{C}_2$	$\underline{C}_2$
Public Service Facility, Limited	P	P	P	P	P
Public Service Use	P	P	P	P	P
Recreation Vehicle Park*				P	
Religious Institution*		P	P	P	P
Residential Care Facility	P	P	P	P	P
Retail		P	P	P	P
School*		P	P	P	P
Short Term Rental*		P	P		P
Fuel Station		P	P	P	
Fuel Station, Super		$\underline{C}_2$	P	P	
Storage Facility, self-service				P	P
Storage Yard*				P	
Transit Station		P	P	P	P
Vehicle and Equipment Sales			P	P	
Vehicle Body Shop				P	
Vehicle Repair and Service		P	P	P	
Vehicle Sales, Rental and Service		P		P	
Vehicle Washing Facility		$\underline{C}_2$	$\underline{C}_2$	P	

## 11-24 : ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

Table 11-2-3: Allowed Uses in Industrial Zones

P = permitted use. <del>C</del> = conditional use. $\underline{C}_1$ = administrative conditional use. $\underline{C}_2$ = Planning Commission conditional use. $\underline{C}_3$ = City Council conditional use. A blank denotes a use that is not allowed in that zone.				
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.				
	Industrial		Special Purpose	
Proposed Land Use Classification	LM	I&M	R&D	P

Accessory Use, Day Care*	P		P	
Accessory use, Fuel Station*	P	P	P	
Accessory use, Wholesale	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Accessory Use	P	P	P	
Airport	P			
Agriculture*	<u>C<sub>2</sub></u>	P		<u>C<sub>2</sub></u>
Agriculture Tourism	<u>C<sub>2</sub></u>	P		<u>C<sub>2</sub></u>
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		<u>C<sub>2</sub></u>
Adult Business*		P		
Animal Care Clinic*	P	P		
Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		<u>C<sub>2</sub></u>		
Building Contractor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				<u>C<sub>2</sub></u>
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	<u>C<sub>2</sub></u>	P		
Day Care*	P	P	P	
Drinking Establishment	P	P		
Drive-through establishment*	P	P		
<b>Proposed Land Use Classification</b>	<b>LM</b>	<b>I&amp;M</b>	<b>R&amp;D</b>	<b>P</b>

Dwelling, accessory unit*	P	P		
Eating establishment	P	P		
Eating Establishment, limited	P	P	P	
Equipment assembly and sales	P	P		
Financial Institution	P	P	P	
Food Processing, small scale processing with or without sales	P	P		
Food Products, Processing, with or without retail sales		P		
Food store	P	P		
Fuel Station, Super	P	P		
Health Care and Social Services			P	
Higher Education Facilities	P		P	
Hospital*	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>	
Industry, Craftsman	P	P		
Industry, Heavy		P		
Industry, Light	P	P		
Information Technology	P	P	P	
Laundry and Dry Cleaning	P	P		
Lodging Facility	P		<u>C<sub>2</sub></u>	
Medical Support Facilities	P		P	
Parking Facility	P	P	P	
Park and Recreation Facility*				P
Pawn Shop	P	P		
Personnel Service	P	P		
Professional Service	P	P	P	
Public Service Facility*	P	P	<u>C<sub>2</sub></u>	<u>C<sub>2</sub></u>
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Railroad Freight Terminal and Station		P		
Recreational Vehicle Park*				<u>C<sub>2</sub></u>
Research and Development Business	P	P	P	

Proposed Land Use Classification	LM	I&M	R&D	P
Retail	P	P		
Storage Facility, self-service	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle and Equipment Sales	P	P		
Vehicle Body Shop	P	P		
Vehicle Sales	P	P		
Vehicle Washing Facility	P	P		
Warehouse	P	P		
Warehouse, Wholesale with flammable materials	P	P		

### 11-2-3 ALLOWED USES IN INDUSTRIAL AND SPECIAL PURPOSE ZONES.

**Table 11-2-3: Allowed Uses in Industrial Zones**

P = permitted use. <del>C = conditional use.</del> C <sub>1</sub> = administrative conditional use. C <sub>2</sub> = Planning Commission conditional use. C <sub>3</sub> = City Council conditional use. A blank denotes a use that is not allowed in that zone.				
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.				
	Industrial		Special Purpose	
Proposed Land Use Classification	LM	I&M	R&D	P
Accessory Use, Day Care*	P		P	
Accessory use, Fuel Station*	P	P	P	
Accessory use, Wholesale	P	P	P	
Accessory Use, Storage Yard*	P	P	P	
Accessory Use	P	P	P	
Airport	P			
Agriculture*	C	P		C
Agriculture Tourism	C	P		C
Amusement Center	P	P		
Amusement Center, Indoor Shooting Range*	P	P		
Amusement Center, Outdoor*	P	P		C <sub>2</sub>
Adult Business*		P		
Animal Care Clinic*	P	P		



Animal Care Facility*	P	P		
Artist Studio	P	P		
Auction, Livestock		C <sub>2</sub>		
Building Contractor Shop	P	P		
Building Material, Garden and Equipment	P	P		
Cemetery*				C <sub>2</sub>
Club*	P	P		
Communication Facility	P	P	P	
Correctional Facility or Jail	C <sub>2</sub>	P		
Day Care*	P	P	P	
Drinking Establishment	P	P		
Drive-through establishment*	P	P		

<b>Proposed Land Use Classification</b>	<b>LM</b>	<b>I&amp;M</b>	<b>R&amp;D</b>	<b>P</b>
Dwelling, accessory unit*	P	P		
Eating establishment	P	P		
Eating Establishment, limited	P	P	P	
Equipment assembly and sales	P	P		
Financial Institution	P	P	P	
Food Processing, small scale processing with or without sales	P	P		
Food Products, Processing, with or without retail sales		P		
Food store	P	P		
Fuel Station, Super	P	P		
Health Care and Social Services			P	
Higher Education Facilities	P		P	
Hospital*	C	C	C	
Industry, Craftsman	P	P		
Industry, Heavy		P		
Industry, Light	P	P		
Information Technology	P	P	P	
Laundry and Dry Cleaning	P	P		
Lodging Facility	P		C <sub>2</sub>	

Medical Support Facilities	P		P	
Parking Facility	P	P	P	
Park and Recreation Facility*				P
Pawn Shop	P	P		
Personnel Service	P	P		
Professional Service	P	P	P	
Public Service Facility*	P	P	C	C
Public Service Facility, Limited	P	P	P	P
Public Service Use	P	P	P	P
Railroad Freight Terminal and Station		P		
Recreational Vehicle Park*				C <sub>2</sub>
Research and Development Business	P	P	P	

<b>Proposed Land Use Classification</b>	<b>LM</b>	<b>I&amp;M</b>	<b>R&amp;D</b>	<b>P</b>
Retail	P	P		
Storage Facility, self-service	P	P		
Storage Yard*	P	P		
Terminal Yard, Trucking and Bus		P		
Transit Station	P	P	P	
Vehicle and Equipment Sales	P	P		
Vehicle Body Shop	P	P		
Vehicle Sales	P	P		
Vehicle Washing Facility	P	P		
Warehouse	P	P		
Warehouse, Wholesale with flammable materials	P	P		

#### 11-2-6: STANDARDS FOR ALLOWED LAND USES.

...

##### (N) Dwelling, Accessory Unit

...

(2) The accessory dwelling unit shall comply with the following dimensional and design requirements, except for those units that fall under 11-2-6(N)(1)(d):

...

(4) The property owner shall occupy either the principal dwelling unit or the accessory dwelling unit as their primary residence, except for units accessory to nonresidential uses. This requirement shall be enforced through recordation of a deed restriction with the Bonneville County Recorder.

**SECTION 3:** City Code Title 11, Section 3, is hereby amended as follows:

...

#### 11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
<b>Lot Area</b>								
Lot Area Minimum in ft <sup>2</sup>	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft <sup>2</sup>			13,500*					
<b>Site Width</b>								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
<b>Setbacks, Minimum in ft.</b>								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25_	25*
<b>Lot Coverage, Building Height, and Density</b>								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in <del>gross</del> <u>net</u> units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

...

**SECTION 4:** City Code Title 11, Section 6, is hereby amended as follows:

...

#### 11-6-2: DUTIES AND AUTHORITIES.

...

Table 11-6-1: Summary of Actions/Decisions

Notes: BA = Board of Adjustment A = Appeal Process CC = City Council ADM = Administrative Process PZ = Planning and Zoning Commission P = Permit Process ZA = Zoning Administrator PH = Public Hearing Process				
Permit/Decision	Code Cross-reference	Recommending Authority	Final Decision-maker	Process
<b>APPEALS</b>				
Decisions of the Zoning Administrator	11-6-3E		BA	A
Decisions of the Board of Adjustment or Planning and Zoning Commission	11-6-4		CC	A
<b>CONDITIONAL USE PERMITS</b>				
All uses listed as conditional in the Tables of Uses	11-2-3, 11-2-4, and 11-2-5	PZ	A,BA,PZ,CC	PH
<u>C<sub>1</sub></u> Conditional Use (Administrative)			<u>ADM</u>	<u>ADM</u>
<u>C<sub>2</sub></u> Conditional Use (Planning and Zoning)			<u>PZ</u>	<u>PH</u>
<u>C<sub>3</sub></u> Conditional Use (City Council)		<u>PZ</u>	<u>CC</u>	<u>PH</u>
To Allow Structures Buildings Within Seventy-five feet (75') of the Banks of a Designated Natural Flood Channel	11-4-3		BA	PH
Minor amendment to a PUD	11-6-3I (9)		ZA	ADM
Major amendment to a PUD	11-6-3I (9)	PZ	CC	PH
<b>PARKING AND LOADING</b>				
To allow off-street parking on a separate lot	11-4-5A (3)		ZA	ADM
To determine the number of off-street parking spaces required for uses not listed in Table 11-4-2	11-4-5B (2)		ZA	ADM
To waive additional off-street parking for similar uses in the CC and TN Zones	11-4-5B (3)		ZA	ADM
To reduce or waive off-street parking requirements	11-4-5B (4)		ZA	ADM
To allow a transit access credit to reduce the number of required parking spaces	11-4-5C (3)		ZA	ADM
To allow a reduction in off-street parking in a shared parking situation	11-4-5D (2)		ZA	ADM
To approve a parking site plan	11-4-5F		ZA	ADM
To combine off street loading for two (2) or more buildings	11-4-5H (1)		ZA	ADM
To allow combined loading facilities	11-4-5H (1)		ZA	ADM

...

11-6-7: ENFORCEMENT.

...

(C) Procedures for Enforcement.

...

(2) Any person receiving the notice, may, within ~~five (5)~~ ten (10) days of the date of service, request a hearing before the Board of Adjustment, which request shall be delivered to the Zoning Administrator. Following receipt of the request, the Zoning Administrator shall deliver the request to the Board of Adjustment which shall hold a hearing within twenty (20) days from that date. At the hearing, the person may request a reasonable extension of time for curing their failure to comply or otherwise demonstrate good cause why they should not be required to comply.

**SECTION 5.** 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 6.** 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 7.** 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 8.** 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 September, 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 AMENDING TITLE 11 OF THE IDAHO FALLS  
CITY CODE, AMENDING THE COMPREHENSIVE ZONING CODE TO  
FURTHER DEFINE NONCONFORMING STRUCTURES, CLARIFY C.U.P.  
PROCESSES, ALLOW ACCESSORY SWELLINGS IN COMMERCIAL USES,  
CALCUALTE DENSITY IN RESIDENTIAL ZONES, AND DEFINE CODE  
ENFORCEMENT PROCEDURES; PROVIDING SEVERABILITY,  
CONDIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING  
EFFECTIVE DATE.”

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