



CITY COUNCIL MEETING

Thursday, April 11, 2019

7:30 p.m.

CITY COUNCIL CHAMBERS

680 Park Avenue

Idaho Falls, ID 83402

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

1. **Call to Order.**

2. **Pledge of Allegiance.**

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

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

A. Items from Municipal Services:

- 1) Treasurer's Report for the month of February, 2019
- 2) Investment Policy Update
- 3) Purchase of Street Light Poles for Idaho Falls Power
- 4) Bid IF-19-21, Water Line Materials for Public Works
- 5) Bid IF-19-22, New 30-yard Refuse Containers for Public Works
- 6) Bid IF-19-J, Articulating Telescopic Aerial Device (Bucket Truck) for Parks and Recreation
- 7) Senior Citizens Community Center, Inc. No Cost Lease Request for Community Youth in Action, Inc. (C'YA)

B. Items from Parks and Recreation

- 1) Idaho Falls Zoo Concession Agreement Renewal

C. Items from Public Works

- 1) Bid Award – Broadway Sidewalk Improvements Memorial Drive to N Yellowstone Avenue
- 2) Bid Award – Water Line Replacement, 1st Street from Lomax to Idaho Canal

D. Items from the City Clerk:

- 1) Minutes from the March 25, 2019 Council Work Session; March 28, 2019 Council Meeting and Executive Session; and, March 30, 2019 Budget Kick-off Workshop.

2) License Applications, all carrying the required approvals.

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

5. **Regular Agenda.**

A. Parks and Recreation

1) Primary Stock Contract Agreement for Idaho's Oldest Rodeo, the War Bonnet Round Up: For consideration is the Primary Stock Contractor Agreement for Idaho's Oldest Rodeo, The War Bonnet Round Up. This one (1) year event agreement in the amount of \$62,100 for 2019 has been reviewed and approved by the City Attorney.

RECOMMENDED ACTION: To approve the Primary Stock Contractor Agreement with Mo Betta Rodeo, Inc. and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

B. Municipal Services

1) Bid IF-19-I, Addition to Fleet, Telehandler for Public Works: It is the recommendation of Municipal Services and Public Works to piggyback the GSA Purchasing Schedule Contract through the authorized dealer, Caterpillar Inc. of Peoria, Illinois and approve the purchase of one (1) new 2019 Caterpillar TH255C Telehandler in the amount of \$74,335.00. Funds to purchase the new Telehandler was budgeted as an addition to the fleet in the approved 2018/19 Public Works budget for \$62,000. The department has identified funds from the Water Fund, Well Maintenance and Operations Improvements budget line items to cover the budget overage of \$12,335.00.

RECOMMENDED ACTION: To approve the purchase of one (1) new 2019 Caterpillar TH255C Telehandler in the amount of \$74,335.00 (or take other action deemed appropriate).

C. Idaho Falls Power

1) Billing Settlement with Bonneville Power Administration: For consideration are two new agreements and two existing exhibit revisions to our power sales contract with the Bonneville Power Administration (BPA). These agreements and revisions have arisen from a dispute Idaho Falls Power (IFP) has had with BPA. One point was the treatment of the Bulb Turbines and how that transmission service should be provided under our BPA agreements. A second point related to charges being directly assigned by BPA for the recovery of Energy Imbalance Market costs. IFP successfully argued these points. The transmission cost will now be paid by BPA under the terms of our transfer service and BPA will be paying these going forward and refunding past payments made by IFP.

RECOMMENDED ACTION: To approve the Billing Settlement Agreements with Bonneville Power Administration and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

2) Power Pole Retrofit Reimbursement Agreement: For consideration is an agreement between Utah Associated Municipal Power Systems (UAMPS) and IFP for the reimbursement for retrofitting a number of our power poles for avian protection. IFP under the terms of this agreement will retrofit

certain power poles around our system and UAMPS will reimburse IFP for the complete costs of the work. IFP will also be required to monitor, maintain and repair as needed the sites for a period not to exceed 30 years. These costs will also be reimbursed under the terms of the agreement.

RECOMMENDED ACTION: To approve the Power Pole Retrofit Reimbursement Agreement with Utah Associated Municipal Power Systems and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

D. Community Development Services

1) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fremont Avenue Subdivision, 1st Amended: For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fremont Avenue Subdivision, 1st Amended. The Planning and Zoning Commission considered this item at its February 5, 2019, meeting and recommended approval by unanimous vote. Staff concurs with that recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Development Agreement for Fremont Avenue Subdivision, 1st Amended, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Fremont Avenue Subdivision, 1st Amended, 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 Fremont Avenue Subdivision, 1st Amended, and give authorization for the Mayor to execute the necessary documents.

2) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fanning Park Division 1: For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Fanning Park Division 1. The Planning and Zoning Commission considered this item at its January 9, 2019, meeting and recommended approval by unanimous vote. Staff concurs with that recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Development Agreement for Fanning Park Division 1, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Fanning Park Division 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Fanning Park Division 1, and give authorization for the Mayor to execute the necessary documents.

3) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, INL Park N Ride Subdivision: For consideration is the application for Final Plat and

Reasoned Statement of Relevant Criteria and Standards, INL Park N Ride Subdivision. The Planning and Zoning Commission considered this item at its July 10, 2018, meeting and recommended approval by unanimous vote. Staff concurs with that recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Development Agreement for INL Park N Ride Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for INL Park N Ride Subdivision, 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 INL Park N Ride Subdivision, and give authorization for the Mayor to execute the necessary documents.

4) Public Hearing – FY 2019 Community Development Block Grant (CDBG) Annual Action Plan:

Each year Idaho Falls receives a funding allocation from the Department of Housing and Urban Development (HUD) for the local Community Development Block Grant (CDBG) program. As part of the requirements of administration of this program the City must submit an Annual Action Plan to HUD outlining how that year's funds will be spent. To determine how to spend the funds, each year applicants submit requests for grant funding which are considered by the City Council in a public hearing.

RECOMMENDED ACTION: No recommended action at this time.

5) Public Hearing – Rezone from TN to CC, Zoning Ordinance, and Reasoned Statement of Relevant Criterial and Standards, Lots 1-12, Block 30, Capitol Hill Addition: For consideration is the application for Rezone from TN to CC, Zoning Ordinance, and Reasoned Statement of Relevant Criterial and Standards, Lots 1-12, Block 30, Capitol Hill Addition. The Planning and Zoning Commission considered this item at its March 5, 2019 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Ordinance rezoning Lots 1-12, Block 30, Capitol Hill 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 rezone of Lots 1-12, Block 30, Capitol Hill Addition, and give authorization for the Mayor to execute the necessary documents.

6) Public Hearing – Rezone from R1 with a PT Overlay to TN, Zoning Ordinance, and Reasoned Statement of Relevant Criterial and Standards, Lot 25 Less NW 85.84 sq. ft. and Lots 26-30, Block 24, Highland Park: For consideration is the application for Rezone from R1 with a PT Overlay to TN, Zoning Ordinance, and Reasoned Statement of Relevant Criterial and Standards, Lot 25 Less NW 85.84 sq. ft. and Lots 26-30, Block 24, Highland Park. The Planning and Zoning Commission considered this

item at its March 5, 2019 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Ordinance rezoning Lot 25 Less NW 85.84 sq. ft. and Lots 26-30, Block 24, Highland Park, 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 rezone of Lot 25 Less NW 85.84 sq. ft. and Lots 26-30, Block 24, Highland Park, and give authorization for the Mayor to execute the necessary documents.

6. **Announcements and Adjournment.**

CONSENT

AGENDA:



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: April 04, 2019

RE: Treasurer's Report for February 2019

Pursuant to Resolution 2018-06, attached for City Council review and approval is the Treasurer's Report for February 2019. Highlights for the February Treasurer's Report include:

- Total cash and investments is \$127.5M.
- Total investments reconciled to the February bank investment statements were reported at \$103M of which \$2M is cash or equivalent and a total of \$101M were in invested funds.
- Total receipts received and reconciled to the general ledger were reported at \$46.2M which includes revenues of \$36.7M and interdepartmental transfers of \$9.5M.
- Total disbursements reconciled to the general ledger were reported at \$46.7M which includes salary and benefits of \$5.3M, operating costs of \$30.2M, capital costs of \$1.7M and interdepartmental transfers of \$9.5M.

In addition to ensuring compliance with Resolution 2018-06, the submittal of the Treasures Report is relevant to the good governance result.

Respectfully,

Josh Roos
Treasurer

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT
FEBRUARY, 2019

FUND	BEGINNING CASH AND INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH AND INVESTMENTS
GENERAL	\$15,983,664.67	\$10,505,938.97	\$14,384,627.56	\$12,104,976.08
STREET	\$2,792,729.88	\$83,927.86	\$341,771.95	\$2,534,885.79
RECREATION	(\$26,061.60)	\$98,371.43	\$170,976.23	(\$98,666.40)
LIBRARY	\$2,907,587.00	\$792,556.62	\$392,701.21	\$3,307,442.41
AIRPORT PFC FUND	\$0.00	\$47,820.09	\$47,820.09	\$0.00
MUNICIPAL EQUIP. REPLCMT.	\$15,353,905.76	\$2,945,857.08	\$2,939,956.89	\$15,359,805.95
EL. LT. WEATHERIZATION FD	\$2,946,598.19	\$339,175.25	\$334,527.54	\$2,951,245.90
BUSINESS IMPRV. DISTRICT	\$101,506.78	\$610.70	\$0.00	\$102,117.48
GOLF	(\$700,520.54)	\$48,266.24	\$329,883.72	(\$982,138.02)
GOLF CAPITAL IMPROVEMENT	\$406,367.50	\$2,001.82	\$0.00	\$408,369.32
SELF-INSURANCE FD.	\$2,914,888.90	\$488,081.42	\$419,766.42	\$2,983,203.90
HEALTH & ACCIDENT INSUR.	\$2,527,651.82	\$8,385,563.42	\$6,380,705.09	\$4,532,510.15
SANITARY SEWER CAP IMP.	\$2,095,244.64	\$92,258.70	\$0.00	\$2,187,503.34
MUNICIPAL CAPITAL IMP.	\$1,416,136.81	\$7,389.15	\$0.00	\$1,423,525.96
STREET CAPITAL IMPROVEMENT	\$891,529.20	\$936.57	\$18,706.31	\$873,759.46
BRIDGE & ARTERIAL STREET	\$624,595.13	\$15,514.75	\$0.00	\$640,109.88
WATER CAPITAL IMPROVEMENT	\$3,865,772.52	\$431,635.97	\$202,336.52	\$4,095,071.97
SURFACE DRAINAGE	\$148,759.58	\$3,946.63	\$0.00	\$152,706.21
TRAFFIC LIGHT CAPITAL IMPRV.	\$1,277,004.01	\$63,345.98	\$394,759.90	\$945,590.09
PARKS CAPITAL IMPROVEMENT	\$162,163.39	\$126.65	\$44,132.27	\$118,157.77
FIRE CAPITAL IMPROVEMENT	(\$3,027,318.42)	\$3,079.20	\$0.00	(\$3,024,239.22)
ZOO CAPITAL IMPROVEMENT	\$128,105.30	\$27,159.54	\$6,422.83	\$148,842.01
CIVIC AUDITORIUM CAPITAL IMP.	\$304,337.53	\$322.16	\$4,105.00	\$300,554.69
AIRPORT	\$1,048,861.71	\$1,228,703.35	\$437,441.88	\$1,840,123.18
WATER	\$5,904,535.95	\$2,529,963.39	\$2,190,379.23	\$6,244,120.11
SANITATION	\$2,466,310.45	\$513,447.85	\$457,456.28	\$2,522,302.02
AMBULANCE	(\$213,574.92)	\$756,496.33	\$554,138.09	(\$11,216.68)
IDAHO FALLS POWER	\$16,056,867.77	\$6,638,808.82	\$11,835,116.69	\$10,860,559.90
IFP RATE STABILIZATION FD	\$19,509,513.03	\$3,513,449.41	\$0.00	\$23,022,962.44
IFP CAPITAL IMPROVEMENT	\$9,914,623.33	\$1,971,137.45	\$0.00	\$11,885,760.78
FIBER	\$1,424,632.04	\$30,277.59	\$54,597.05	\$1,400,312.58
WASTEWATER	\$18,847,156.12	\$4,597,840.89	\$4,796,973.68	\$18,648,023.33
TOTAL ALL FUNDS	\$128,053,573.53	\$46,164,011.28	\$46,739,302.43	\$127,478,282.38

CITY OF IDAHO FALLS
INVESTMENT RECONCILIATION
Feb-19

	<u>BOND</u>	<u>AGENCY</u>	<u>CERTIFICATES</u>	<u>MONEY MARKET</u>	<u>CASH/EQUIVALENT</u>	<u>TOTAL</u>
LPL			\$1,980,027.77		\$56,334.46	\$2,036,362.23
WELLS FARGO	\$18,500,000.00	\$44,790,000.00		\$20,000,000.00		\$83,290,000.00
DA DAVIDSON	\$500,005.35	\$500,000.00	\$1,750,000.00		\$2,000,972.87	\$4,750,978.22
WASHINGTON FEDERAL			\$250,000.00			\$250,000.00
ISU			\$250,000.00		\$25.00	\$250,025.00
KEY BANK	\$1,487,390.64	\$3,919,683.85			\$65,520.03	\$5,472,594.52
IDAHO CENTRAL			\$4,000,000.00		\$25.00	\$4,000,025.00
CITIZENS COMMUNITY			\$1,000,000.00			\$1,000,000.00
BANK OF COMMERCE			\$2,000,000.00			\$2,000,000.00
	<u>\$20,487,395.99</u>	<u>\$49,209,683.85</u>	<u>\$11,230,027.77</u>	<u>\$20,000,000.00</u>	<u>\$2,122,877.36</u>	<u>\$103,049,984.97</u>
				TOTAL INVESTMENTS (MINUS CASH)		\$100,927,107.61



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: April 04, 2019

RE: Clarification to the City of Idaho Falls Investment Policy

After review and recommendation from the Finance and Investment Committee, changes have been made to clarify the investment process to the City of Idaho Falls Investment Policy as follows:

In section VII. 1. p. The wording 10 percent was changed to 5 percent to be consistent with section VIII. 1. Default Risk

- p. Bonds, debentures or notes of any corporation organized, controlled and operating within the United States which, at the time of their purchase, have an "A" rating or higher by a commonly known rating service. No more than ~~10~~ 5 percent may be invested in any one issuer.

In section VIII. 1. The wording U.S. Agencies was added at the end of the first sentence.

- **Default risk:** No more than 5 percent of the overall portfolio may be invested in the securities of a single issuer, except for securities of the U.S. Treasury and **U.S. Agencies**. No more than 50 percent of the portfolio may be invested in each of the following categories of securities:

The recommended changes are being provided for clarification of the investment process and not considered by the Finance and Investment Committee to be material to the Investment Policy that was adopted by the City Council on February 14, 2019. These changes are relevant to the good governance result.

Respectfully,

Josh Roos
Treasurer

INVESTMENT POLICY

CITY OF IDAHO FALLS

I. Policy Statement:

It is the policy of the City of Idaho Falls to invest public funds in a manner which will conform to all State and Local statutes while meeting the daily cash flow demands of the City and provide the highest investment return with the maximum security.

II. Scope:

This investment policy applies to all financial assets of the City of Idaho Falls. These financial assets are accounted for in the City's Comprehensive Annual Financial Report and include:

1. Funds:

- a. General Fund
- b. Special Revenue Funds
- c. Capital Project Funds
- d. Enterprise Funds
- e. Deferred Compensation Funds
- f. (Any new fund created by the City Council, unless specifically exempted by State statute)

2. Prudence:

Investments shall be made with judgment and care – under circumstances then prevailing – which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

City of Idaho Falls staff, acting in accordance with written procedures, the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported monthly and appropriate action is taken to control adverse developments.

3. Ethics and Conflict of Interest:

City of Idaho Falls employees involved in investment transactions shall refrain from personal business activity that could conflict with the proper execution and management of the investment program and policy, or that could impair their ability to make impartial decisions. The City Treasurer and Municipal Services Director shall not undertake personal investment transactions with the same investment institution with whom business is conducted on behalf of the City.

III. General Objectives

The primary objectives, in priority order, of the City of Idaho Falls investment activities shall be:

1. Safety:

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk:

The City of Idaho Falls will minimize credit risk, the risk of loss due to the failure of the security issuer or backer by:

Limiting investments to “A” rating or higher.

Use of licensed and insured financial institutions, broker/dealers, intermediaries, and advisers with which the City of Idaho Falls will do business.

Diversify the investment portfolio so that potential losses on individual securities will be minimized.

b. Interest Rate Risk:

The City of Idaho Falls will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates by:

Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity;

Preference to investing operating funds in shorter-term securities, money market mutual funds, or similar investment pools.

2. Liquidity:

The investment portfolio shall remain sufficiently liquid to meet all of the operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist of securities with active secondary or resale markets.

3. Yield:

The investment portfolio shall be designated with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the

safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

A security with declining credit may be sold early to minimize loss of principal;

A security swap would improve the quality, yield, or target duration in the portfolio;

Liquidity needs of the portfolio require that a security be sold.

IV. Master Repurchase Agreement:

The Treasurer shall have on file a copy of the Master Repurchase Agreement, signed by both parties, prior to any repurchase agreement with a bank or investment institution.

V. Delegation of Authority:

Management responsibility for the investment program is granted by the Mayor and City Council to the Treasurer and Municipal Services Director. No other person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City. The Treasurer and Municipal Services Director shall be responsible for all transactions undertaken and shall follow the guidelines and system of controls, established by the Investment and Finance Committee, to regulate investment activities.

VI. Safekeeping and Custody:

1. Authorized Financial Dealers and Institutions:

The Treasurer will maintain the list of financial institutions authorized to provide investment transactions. The Treasurer shall inform the Investment and Finance Committee of any changes to the financial institutions prior to entering into any business relationship.

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
- Proof of Financial Industry Regulatory Authority (FINRA) certification (not applicable to Certificate of Deposit counterparties)
- Proof of state registration

- Certification of having read and understood and agreeing to comply with the City's investment policy
- Evidence of adequate insurance coverage

2. Safekeeping:

Securities will be held by a centralized third-party custodian selected by the entity as with all securities held in the City's name. The safekeeping institution shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standards No. 70, or SAS 70).

3. Internal Controls:

The Treasurer is responsible for maintaining the recommended internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designated to provide reasonable assurance that these objectives are met.

VII. Suitable and Authorized Investments:

1. Investment Types:

The City of Idaho Falls is empowered by Idaho Code § 50-1013, to invest in the following types of securities and others as outlined in Idaho Code § 50-1013.

- a. Revenue bonds issued by the Revenue Bond Act;
- b. City coupon bonds provided under section I.C. § 50-1019;
- c. Local improvement district bonds provided under Idaho Code Chapter 17, Title 50;
- d. Time deposit accounts with public depositories;
- e. Bonds, treasury bills, interest-bearing notes, or other obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest that include but are not limited to U.S. Treasuries and Government National Mortgage Association securities.
- f. General obligations bonds of the State of Idaho, or those for which the faith and credit of this State are pledged for the payment of principal and interest.

- g. General obligation bonds of any county, city, metropolitan water district municipal utility district, school district, or other taxing district of this State.
- h. Notes, bonds, debentures, mortgage pass-through securities or other similar obligations issued by the Farm Credit System or institutions forming a part thereof under the Farm Credit Act of 1971 and all Acts of Congress amendatory thereof or supplementary thereto as outlined in Idaho Code § 50-1013, including but not limited to the following federal agencies: Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Company, Federal National Mortgage Association.
- i. Bonds, notes or other similar obligations issued by public corporations of the State of Idaho including, but not limited to, the Idaho State Building Authority, the Idaho Housing Authority and the Idaho Water Resource Board, but such investment shall not extend beyond seven (7) days.
- j. Repurchase agreements and reverse repurchase agreements covered by any legal investment for the State of Idaho or as otherwise allowed by this section, provided that reverse repurchase agreements shall only be used for the purpose of liquidity and not for leverage or speculation.
- k. Tax anticipation bonds or notes, income and revenue anticipation bonds or notes and registered warrants of the State of Idaho or of taxing districts of the State of Idaho.
- l. Time deposit accounts and other savings accounts of state or federal savings and loan associations located within the geographical boundaries of the state in amounts not to exceed the insurance provided by the federal savings and loan corporation, including, but not limited to, accounts on which interest or dividends are paid and upon which negotiable orders of withdrawal may be drawn, and similar transaction accounts.
- m. Share, savings and deposit accounts of state and federal credit unions located within the geographic boundaries of the state in amounts not to exceed the insurance provided by the national credit union share insurance fund and/or any other share guaranty corporation, including, but not limited to accounts on which interest or dividends are paid and upon which negotiable orders of withdrawal may be drawn, and similar transaction accounts.

- n. Prime banker's acceptances and prime commercial paper rated in the highest tier (e.g. A-1, P-1 or higher) by a nationally recognized rating agency. Commercial Paper must be issued by corporations organized and operating within the U.S. and having assets in excess of \$500,000,000.
- o. Money market funds, mutual funds, or any other similar funds to include a local agency investment pool whose portfolios consist of any allowed investment as specified in this section.
- p. Bonds, debentures or notes of any corporation organized, controlled and operating within the United States which, at the time of their purchase, have an "A" rating or higher by a commonly known rating service. No more than ~~10~~ 5 percent may be invested in any one issuer.

VIII. Investment Parameters:

1. Diversification:

The City shall diversify its investment portfolio to minimize risk of loss resulting from the overconcentration of assets, funds shall be diversified by maturity, issuer, and security type.

The following diversification limitations shall be imposed on the portfolio:

- **Maturity:** No more than 25 percent of the portfolio may be invested beyond 24 months. Overall maturities will not exceed five years and the weighted average maturity of the portfolio shall never exceed 3 years.
- **Default risk:** No more than 5 percent of the overall portfolio may be invested in the securities of a single issuer, except for securities of the U.S. Treasury and **U.S. Agencies**. No more than 50 percent of the portfolio may be invested in each of the following categories of securities:
 - a) Commercial paper
 - b) Negotiable certificates of deposits
 - c) Bankers' acceptances
 - d) Any other obligation that does not bear the full faith and credit of the United States government or which is not fully collateralized or insured
- **Liquidity risk:** Based on liquidity needs, at least 5 percent of the overall portfolio shall be invested in overnight instruments or in marketable securities which can be converted to cash within one day.

2. Maximum Maturities and Minimum Quality Ratings:

The City will attempt to match its investments with anticipated cash flow requirements. The City will invest all other funds not needed for immediate cash flow requirements to provide safety, liquidity, and yield. While maturities will not exceed five years, the Treasurer may recommend to the Investment and Finance Committee investments that exceed five years in maturity. Investments exceeding five years will be approved by the City Council prior to purchase.

Authorized investments must have an “A” long-term rating or better or an “A-1” short-term rating or better as provided by Moody’s, Fitch or Standard and Poor’s. In the event that the investment is rated by more than one rating agency the investment must have at least two of the “A” ratings.

3. Reporting:

The Treasurer shall provide monthly investment reports to the Investment and Finance Committee members. The report shall include all transactions from the previous month, securities that have matured and current investments held by the City.

The Treasurer, in conjunction with the Investment and Finance Committee shall provide to the Mayor and City Council quarterly investment reports, which shall provide a clear picture of the current investment portfolio by funds.

4. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. The market value and current yield of the portfolio shall be calculated and issued monthly to the Investment and Finance Committee.

VIII. Policy Considerations:

1. Exemptions:

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

X. Adoption:

The City investment policy shall be adopted by resolution. The Investment and Finance Committee shall review the policy annually and modifications made thereto must be adopted by resolution of Council.



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

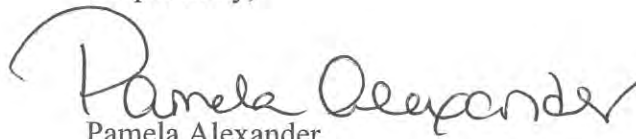
DATE: April 3, 2019

RE: Purchase of Street Light Poles for Idaho Falls Power

It is the recommendation of the Municipal Services and Idaho Falls Power for City Council to approve the purchase of an additional 100 street light poles from D&S Electric Supply Company of Idaho Falls for a total of \$85,300.00. Quote 19-100 was the lowest responsive responsible bid received on November 19, 2018. D&S Electric Supply Company has agreed to honor the prices provided in this quote for the purchase of the additional 100 street light poles.

Funds for this purchase is budgeted in the 2018/2019 Idaho Falls Power budget and is below the \$200,000.00 threshold according to Idaho Code §67-2805 for Public Works Projects. The purchase of the additional street light poles are relevant to economic growth and vibrancy community-oriented result.

Respectfully,


Pamela Alexander
Municipal Services Director

CITY OF IDAHO FALLS

PO BOX 50220

IDAHO FALLS, ID 83405-0220

Phone 208-612-8433

Fax 208-612-8536

Office of Purchasing Agent

Closing Date: November 19, 2018

TABULATION

Quotation #19-100/68845/Power

Vendor		QTY	1) Codale Electric Supply Salt Lake City, UT	2) D & S Electrical Supply Idaho Falls, ID
Item 1 POLE: 30' MONOTUBE STEEL STREET LIGHT POLE WITH ROUND GALVANIZED SHAFT		100	\$1032.82	853.00
Price Per Each				
TOTAL			103,282.00	85,300.00
Delivery Time			11 – 13 Weeks	10-12 Weeks



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: April 3, 2019

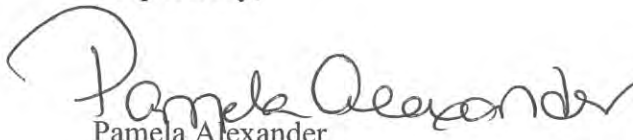
RE: Bid IF-19-21, Water Line Materials for Public Works

Attached is the bid tabulation for the above subject bid. It is the recommendation of the Municipal Services and Public Works Departments to accept the lowest responsive, responsible bid and approve the purchase of water line materials in the amount of \$760,887.31 from the vendors listed below.

Ferguson Waterworks of Idaho Falls	\$ 54,299.00
HD Fowler Co. of Idaho Falls	\$152,494.50
Core and Main of Idaho Falls	\$554,093.81
Total	<u>\$760,887.31</u>

Funds to purchase the water line materials are budgeted within the 2018/19 Public Works, Water division budget. The purchase of the water line materials are relevant to the reliable public infrastructure and transportation community-oriented result.

Respectfully,


Pamela Alexander
Municipal Services Director

TABULATION MASTER
CITY OF IDAHO FALLS
WATER DEPARTMENT MATERIALS

Bid Opening Date: March 28, 2019

Vendor City Addendum Attached (Y/N)	VENDOR #1		VENDOR #2		VENDOR #3	
	Ferguson Waterworks Idaho Falls Y		HD Fowler Co. Idaho Falls Y		Core & Main Idaho Falls Y	
LUMP SUM TOTAL SECTION I	\$ 196,185.00		\$ 196,591.00		\$ 193,316.90	
LUMP SUM TOTAL SECTION II	\$ 16,571.00		\$ 19,304.00		\$ 16,068.89	
LUMP SUM TOTAL SECTION III	\$ 63,560.00		\$ 50,184.00		\$ 43,732.56	
LUMP SUM TOTAL SECTION IV	\$ 27,300.00		\$ 29,041.00		\$ 27,334.25	
LUMP SUM TOTAL SECTION V	\$ 57,500.00		\$ 51,180.00		\$ 49,428.40	
LUMP SUM TOTAL SECTION VI	\$ 378.00		\$ 750.00		\$ 388.85	
LUMP SUM TOTAL SECTION VII	\$ 3,560.00		\$ 3,815.00		\$ 3,572.95	
LUMP SUM TOTAL SECTION VIII	\$ 23,061.00		\$ 24,234.00		\$ 27,569.40	
LUMP SUM TOTAL SECTION IX	\$ 79,480.00		\$ 78,046.25		\$ 80,795.10	
LUMP SUM TOTAL SECTION X	\$ 231,973.00		\$ 218,951.00		\$ 213,317.99	
LINES 1-2 LUMP SUM TOTAL SECTION XI	\$ 42,800.00		\$ 39,740.00		\$ 36,800.00	
LINES 3-5 LUMP SUM TOTAL SECTION XI	no quote		\$ 65,745.00		no quote	
LUMP SUM TOTAL SECTION XII	no quote		\$ 8,703.25		\$ 11,267.30	
LUMP SUM TOTAL SECTION XIII	\$ 1,861.00		\$ 1,893.50		\$ 1,429.07	
TOTAL LOW BID SECTIONS:	\$ 54,299.00	\$	\$ 152,494.50	\$	\$ 554,093.81	\$



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

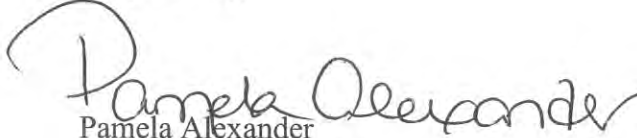
DATE: April 3, 2019

RE: Bid IF-19-22, New 30-Yard Refuse Containers for Public Works

Attached is the tabulation for the above subject bid. It is the recommendation of the Municipal Services and Public Works Departments to accept the lowest responsive, responsible bid and approve the purchase of ten (10) new 30-yard refuse containers at \$5,726.00 each for a lump sum amount of \$57,260.00 from Enterprise Sales of Ontario, Oregon.

Funds to purchase the containers are budgeted within the 2018/2019 Public Works, Sanitation budget. The purchase of the 30-yard refuse containers are relevant to the well planned growth and development community-oriented result.

Respectfully,


Pamela Alexander
Municipal Services Director

City of Idaho Falls

P. O. BOX 50220

IDAHO FALLS, IDAHO 83405

PHONE: (208) 612-8433

FAX: (208) 612-8536

Office of Purchasing Agent

Opening Date: March 22, 2019

BID TABULATION BID IF-19-22

New 30-Yard Refuse Containers

BIDDER	WasteQuip	Enterprise Sales	SWS Equipment	Western Cascade	Technology International, Inc
Addendum 1	Statesville, NC N	Ontario, OR N	Spokane, WA N	Kelso, WA N	Lake Mary, FL N
Price per Each – Quantity 10	\$7,589.00	\$5,726.00	No bid	\$11,119.90	\$7,090.00
Lump Sum Total Price	\$75,890.00	\$57,260.00	No bid	\$111,199.00	\$70,900.00
Delivery Time	6-8 Weeks ARO	5/16/2019	No bid	8 Weeks	14 Weeks



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: April 3, 2019

RE: Bid IF-19-J, Articulating Telescopic Aerial Device (Bucket Truck) for Parks and Recreation

It is the recommendation of Municipal Services and Parks and Recreation Departments to piggyback the GSA Purchasing Schedule Contract #GS-30F-026GA, through the authorized dealer, Altec Industries, Inc., of Birmingham, Alabama and approve the purchase of one (1) Articulating Telescopic Aerial Device in the amount of \$218,393.00. This truck will replace unit #2004, a 2004 General Motors 55' bucket truck that has reached its useful life and scheduled for replacement. Unit #2004 will be placed into surplus.

Funds to purchase the replacement bucket truck is budgeted in the 2018/19 Municipal Equipment Replacement Fund (MERF) for a total of \$230,000.00. The purchase of the Articulating Telescopic Aerial Device is relevant to the livable community-oriented result.

Respectfully,

Pamela Alexander

Municipal Services Director



Reference Solicitation Number:
Opportunity Number: 1075523
Quotation Number: 481469
GSA Contract #: GS-30F-026GA
Date: 3/7/2019

GSA Piggyback

Quoted for:

Customer Contact:

Phone: Fax: Email:

Quoted by: Elizabeth Martin

Phone: 707-693-2575 Fax:

Email: beth.martin@altec.com

Altec Local Account Manager:

Mike Mattson

REFERENCE ALTEC MODEL

TA60	Articulating Telescopic Aerial Device With Material Handling (Insulated)	\$ 200,129
------	--	------------

Per GSA Specifications in GSA Catalog plus Options below

(A.) GSA OPTIONS ON CONTRACT (Unit)

1		
2		

(A1.) GSA OPTIONS ON CONTRACT (General)

1	CG	Cab Guard	\$2,639
2	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$645
3	DLB	Directional Light Bar	\$1,399
4	PSWI	PURE SINE WAVE INVERTER, 1800 Watts Continuous. GFCI Outlet At Rear.	\$2,300
5	TBE	Electric Trailer Brake Controller	\$222
6	PLAT	Two-Man Platform	\$6,261
7	LED	LED COMPARTMENT LIGHTS in Body Compartments (Strip Style) (Per Compartment)	\$216
8	D1	Driver Controlled Locking Differential	\$1,430
9	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And	\$700
10	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	\$519
11	DP	Plastics Pads and Pad Holder With Rope Handle (Pair)	\$668

GSA OPTIONS TOTAL: \$217,128

GSA Piggyback Surcharge: \$1,000

(B.) OPEN MARKET ITEMS

	UNIT	Altec TA60S ILO TA60	\$122
	ELECTRICAL	Inverter 2000 Watt ILO 1800 Watt	\$143
	DELIVERY		Included

OPEN MARKET ITEMS TOTAL: \$265

TOTAL FOR UNIT/BODY/CHASSIS: \$218,393

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified by solicitation.

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty (May vary based on product quoted). Parts only warranty on mounted equipment for overseas customers. Chassis to include standard warranty, per the manufacturer. Chassis OEM to provide warranty support directly to customer. Extended warranty coverages available upon request.

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

FET TAX: If chassis over 33K lbs. GVWR, 12 % FET is applicable.

DELIVERY: No later than 360 days ARO, unless Expedited Delivery options have been discussed with your Altec Account Manager. FOB Customer Location, unless otherwise stated in Quote.

TERMS: Net 30 days

STOCK UNIT OPTIONS: Stock unit options are subject to prior sale. If interested, please notify your Altec Account Manager within 7-business days of this quote to secure.

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls on Insulated Aerials for Extra Protection, Limited Lifetime Warranty on Structural Components for Aerials and Diggers, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY® Safety Certification CBT, Dedicated Government Account Manager(s), On-Site Operator Orientation with every Awarded Contract. **TRADE-IN:** Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

FISCAL YEAR BUDGET ADJUSTMENT: Government pricing is subject to occasional Economic Pricing Adjustment (EPA) to account model year and material cost changes. If this award occurs after the adjustment have been made, an estimated increase has been provided for your budgetary purposes.

CONTRACTOR CODE CAGE: 1CER8 - Corporate - Birmingham, AL

BUILD LOCATION CAGE: 0D0J8 - St Joseph, Missouri

GENERAL CONTACT/INQUIRIES:



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

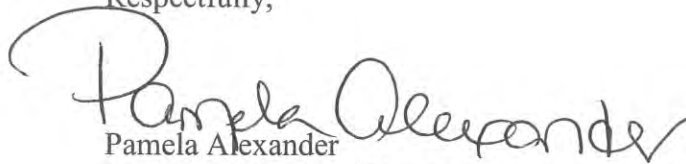
DATE: April 8, 2019

RE: Senior Citizens Community Center, Inc. No Cost Lease Request for Community Youth in Action, Inc. (C'YA)

The Senior Citizens Community Center, Inc. is currently under a long-term building lease with the City. The property is located at 535 West 21st Street. The lease agreement provides the Senior Citizens Community Center to sublease the property with prior consent of the City.

The Senior Citizens Community Center requests consent from the City to enter into a short-term lease agreement (no cost lease, free of charge) to use the building during off-hours for the Community Youth in Action, Inc. (C'YA). The Community Youth In Action, Inc. is a nonprofit, local youth group that is need of activity space for evenings, weekends and a safe place for kids to go to after school. Both organizations are in agreement the sharing of this space will benefit both organizations.

Respectfully,


Pamela Alexander
Municipal Services Director



**Senior
Citizens
Community
Center**



**535 West 21st
Street
Idaho Falls,
Idaho 83402
Phone:
(208) 522-4357
Fax:
(208) 522-2095**

April 3, 2019

City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83402

Dear Mayor Casper and Council Members:

The Senior Citizens' Community Center, Inc., was approached about two months ago by C'YA, a local youth group looking for a temporary home. They needed a place for evening and weekend use and a safe place for kids to go to after school. The center does not normally use the building during the evening or weekends.

We have included Kami and Jim in several meetings and at the presentation that C'YA gave to our Board. We worked with your legal department at our board meeting in March and feel we have developed a suitable written contract between the Senior Center and C'YA. The City has a copy of this contract.

The Center is requesting the City's approval to sublease the building to C'YA. We are hoping that the benefits to both our seniors and the youth will be amazing. So far, C'YA has painted our kitchen, painted railings, replaced carpet and completed several other projects. They will be helping the Center with building maintenance, volunteer drivers, painting and other labor-intensive projects.

Thank you in advance for reviewing our contract. We appreciate their support through all of this. If you have any questions, please call me at 208 522-4357.

Cordially,

A handwritten signature in cursive script that reads "Valisa R. Say".

Valisa R. Say
Executive Director

**CONTRACT
BETWEEN
COMMUNITY YOUTH IN ACTION, INC.
AND
SENIOR CITIZENS' COMMUNITY CENTER, INC.
Aka IDAHO FALLS SENIOR CITIZENS COMMUNITY CENTER**

This Contract is between Community Youth in Action, Inc. referred to as "C'YA" and Idaho Falls Senior Citizens Community Center referred to as "IFSCCC."

- **Purpose:**

The purpose of this CONTRACT is to document the roles and responsibilities of each party in the process of assisting C'YA to transition to a standalone 501(c)(3) non-profit organization and having a partnership use of the Idaho Falls facility located at 535 W. 21st Street, Idaho Falls, ID 83402.

- **Benefits of participation:**

- A partnership between C'YA and the IFSCCC will provide a collaboration that will be mutually beneficial to both organizations. Non-profit organizations are continually finding it more difficult to find sustainable funding sources, so any chance we have to collaborate, share, and network make it possible to continue to support the needs of our community.
- C'YA will become a standalone 501(c)(3) non-profit organization. C'YA will have the ability to:
 - Apply for grant dollars, both private and government, in their own right.
 - Accept donations that support their programs from individuals, community organizations and other non-government organizations.
 - Maintain their programs and capacity.
- IFSCCC will provide the same level of support and willingness to provide resources to the community and to their partnering organization C'YA that was given to them when they began their program in 1973.

- **Both organizations agree:**

1. The facility will be used for seniors during daytime hours. C'YA will use the facility during off-hours that IFSCCC would have otherwise been closed.
2. To share data for assistance with individual or collaborative grants.

3. In the event of any accidental damage to the facility, the organization at fault will be diligent in having repairs completed in a timely manner. In the event it requires an insurance claim, the process of that claim will be handled as soon as reasonably possible.
4. To work together with an intergenerational committee to discuss facility updates.
5. To work toward intergenerational education both for teens and for senior citizens. We believe the intergenerational partnership between youth and seniors is something that will be equally enriching for all parties. Intergenerational events and programs will bring together diverse groups of people and help dispel negative and inaccurate stereotypes. It will allow participants to learn about changes in culture and technology. Youth frequently expose older adults to new technology, vocabulary and social norms, and older adults teach youth about history, traditional cultural values and customs, as well as provide a sense of identity and understanding.
6. IFSCCC has priority use of the facility for IFSCCC Fundraisers, Rentals, and Events. IFSCCC periodically has events throughout the year not on a scheduled basis – (IREA on a Wednesday or Thursday afternoon in March, April, or May that lasts until 6:00 pm-ish, Elections 2 to 5 times a year that last until 9:00 pm are just a few).
7. C'YA will occupy and operate within the building by codes required by the City of Idaho Falls, as the building is City owned.
8. Seniors allowed in the building during C'YA activities is to be determined by C'YA once C'YA has its rules and regulations in place.
9. C'YA will help with remuneration for additional utilities and supplies.
10. To review and revise this CONTRACT as necessary at 3 months, 6 months, 12 months after execution and periodically thereafter.
11. C'YA may use the building for fundraisers as long as it does not interfere with any senior activities, fundraiser, Bingo, etc.

IFSCCC will provide to C'YA:

- Act as a fiscal sponsor during the Internal Revenue Service 501(c)(3) waiting period for C'YA.
- Evening, after 4:30 pm, and weekend access to the facility for after-school classes and activities, except for IFSCCC events that have priority use of the facility, and Saturday nights between 4:00 and 9:00 pm when IFSCCC offers Community Bingo, during which children are not permitted to play.
- An indoor area for C'YA youth to wait until a C'YA supervisor arrives – (for instance, if it is cold outside).

- Access to all areas (except private offices), including kitchen, laundry, library, game room, food storage, and dining area. Meals on Wheels delivery vans are off limits to C'YA.
- C'YA partners with our local Community Suicide Prevention organization (CSP) and IFSCCC will provide that organization access to the facility for Suicide First-Aid Trainings and organization meetings when space is available.
- C'YA may add vinyl signage to IFSCCC with the name of their Youth Center and may place an outdoor sign near the street.
- Private office space for C'YA staff.
- IFSCCC's calendar of events.

C'YA will provide to the IFSCCC:

- Youth volunteers will clean and help maintain building as needed and according to ability.
- Installation a full security system, including cameras. Equipment will remain the property of C'YA but will be used for the betterment and safety of both organizations.
- Assurance that the building is left clean and orderly at the end of each activity. Cleaning will include bathrooms, kitchen, and vacuuming.
- C'YA will be responsible for setting up the tables and chairs for Saturday Bingo.
- C'YA will have and maintain liability insurance.
- C'YA will ensure enough adult staff and volunteers are present to supervise and chaperone youth activities adequately.
- A storage unit in a nearby facility to store supplies that are not being regularly used to which both organizations will have access.
- If C'YA relocates to a separate facility, all furniture, fixtures, and equipment will remain the property of the original owner, but will be utilized for the best interest of both organizations for the duration of this partnership.
- C'YA will help with increased costs incurred due to higher utilities, cleaning supplies, maintenance of building and equipment, including pool tables and workout equipment, painting, set up for programs, etc., by providing a minimum of one volunteer for the Meals on Wheels program each day Monday-Friday. Drivers must be at least 18 years old. Will not have access to MOW's vehicles. Will be using their personal vehicles.
- C'YA will not be on premises during IFSCCC fundraisers unless they are participating or volunteering. Supervisor may be in her / his office.

- C'YA will not be on premises during IFSCCC rentals. Supervisor may be in her / his office.
 - C'YA will not have use of the Bingo Machine, Flasher Board, and Bingo accessories.
 - C'YA will supply their own food, drinks, condiments, paper products (plates, cups, napkins, etc.).
 - C'YA supervisors will be trained on operations of the ovens, stoves, dishwasher, steam table, clothes washer, dryer, and any other equipment to be used.
 - C'YA will supply their own bleach, clothes soap or softener if washer and dryer are used.
 - C'YA will advise IFSCCC if any vehicles are left overnight in the parking lot so that IFSCCC will not have it towed.
 - C'YA will check with IFSCCC before adding, removing, moving anything or making any changes.
 - C'YA's calendar of events.
- **It is mutually agreed:**
 - Disputes and Conflict of Interest
 - In the case of disagreements, differences or other concerns, the representatives of the parties will work to resolve these issues. If they are unable to resolve the disputes, the Chair of C'YA and the Chair of IFSCCC, will be informed and brought into the process.
 - If a resolution is not achieved, any party may request and be granted consultation from arbitrators selected and agreed upon by both parties. The decision of the arbitrators will be final and binding upon all parties.
 - Should a potential conflict of interest arise between any of the parties during the tenure of this agreement, the representatives of the parties will notify each other immediately and discuss the potential conflict of interest.
 - If conflicts arise and an issue can't be resolved, what is in the best interest of the seniors will take precedence.
 - Nothing in this agreement shall obligate any of the parties to obligate or transfer any funds beyond the scope of this agreement. Specific work projects or activities that involve the transfer of funds beyond the scope of this agreement including services

or property among the organizations will require execution of separate agreements and be contingent upon the availability of funds.

- **Representatives:**

- C'YA:
Becky Leatham – Program Director
Cell Phone: 208-521-5328
Email: cya.becky@gmail.com
- The IFSCCC:
Valisa R. Say – Executive Director
Office Phone: 208-522-4357
Email: IFSCCC@gmail.com

The Board Chair positions from both organizations agree to enter into this agreement between Community Youth in Action, Inc. and Idaho Falls Senior Citizens Community Center on and as of April 8th, 2019.

Jim Jarvie, Board Chair
Community Youth in Action, Inc.

Machelle Bergman, Board Chair
Idaho Falls Senior Citizens Community Center



MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: April 4, 2019

RE: Idaho Falls Zoo Park Concession Agreement Renewal

Mayor and Council:

Attached for your consideration is the Idaho Falls Zoo Concession Agreement. This food and beverage concession agreement has a one (1) year term beginning April 12, 2019 and shall terminate on December 31, 2019.

This agreement has been reviewed and approved by the City Attorney.

The purpose of this agreement renewal is to provide concession items to customers of the Idaho Falls Zoo with the concessionaire agreeing to the rules and regulations as required by law.

There are no expenses associated with this agreement with the City. The concessionaire agrees to pay the City as compensation for the rights granted herein the sum of no less than five percent of the gross monthly receipts derived by the concessionaire from the conduct of its concessions business within the Idaho Falls Zoo area.

This agreement comports with the PBB Community-Oriented results by allowing for a more livable community by providing amenities to our customers at the Idaho Falls Zoo.

The Parks and Recreation Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said agreement with MLC Taylor Services, LLC.

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

TAUTPHAUS PARK ZOO CONCESSION AGREEMENT

THIS TAUTPHAUS PARK ZOO CONCESSION AGREEMENT (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2019, 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 MLC Taylor Services, LLC, (hereinafter "CONCESSIONAIRE") whose address is 230 Tabor Ave., Idaho Falls, Idaho 83401.

WITNESSETH:

For and in consideration of the mutual promises, covenant and conditions set forth herein, the parties agree as follows:

1. Grant of Right or License. Subject to the terms and conditions of this Agreement, CITY hereby grants to CONCESSIONAIRE a license to operate a food, beverage and confections concession facility within the Tautphaus Park Zoo at the location shown on Exhibit "A" attached hereto and by this reference made a part hereof. Nothing herein shall be construed or deemed to allow CONCESSIONAIRE to conduct any other business or activity without the prior written permission of CITY.
2. Term. The term of this Agreement is for one (1) year and shall commence on April 11, 2019, and shall terminate on December 31, 2019.
3. Exclusive Concession Right. CITY shall not permit or allow any other private commercial food service enterprise organization to generally operate any other food, beverage or confection concessions facility within the Tautphaus Park Zoo area (hereinafter "Zoo Area"), as shown on Exhibit "A" attached hereto. Subject to the provisions of Section 9(d)(iii) hereof, nothing herein shall preclude the sale or dispensing of food, beverages or confections to persons attending or participating in any special event approved by CITY and sponsored by any charitable or civic organization or any party, gathering or social event sponsored by an employer or civic organization, provided such event, gathering or party does not exceed a period of three (3) consecutive days.

4. Vending. CONCESSIONAIRE is hereby granted the exclusive right to place food and beverage vending machines within the Zoo Area, provided such vending machines do not obstruct, impede or in any way interfere with the safe, sound and efficient operation of the Zoo. Placement of any vending machine within such Area must be pre-approved by the Zoo Superintendent in writing. CONCESSIONAIRE shall forfeit such exclusive right if CONCESSIONAIRE fails to install a vending machine within thirty (30) days after commencement of this License term or fails to use and operate a vending machine within such Area for a period of more than thirty (30) consecutive operational days. For the purposes hereof, an "operational day" shall be a full or partial day when the Tautphaus Park Zoo is open to the general public for admission.
5. Rules and Regulation, and Compliance with Law. CONCESSIONAIRE agrees to abide by all reasonable rules and regulations promulgated by the Director of Parks and Recreation, with respect to the operation of the Zoo or Tautphaus Park. CONCESSIONAIRE further agrees to abide by all ordinances of the CITY and all applicable state or federal statutes or laws.
6. Beer and Alcoholic Beverages Prohibited. CONCESSIONAIRE agrees that it will not sell, distribute or offer for sale and beer, wine or other alcoholic beverage within the Zoo area.
7. Concession Fees. CONCESSIONAIRE agrees to pay CITY as compensation for the rights granted herein the sum of no less than five percent (5%) of the gross monthly receipts derived by the CONCESSIONAIRE from the conduct of its concessions business within the Zoo Area. For the purposes hereto (the term "gross receipts" shall mean all revenues and receipts from all sources of any kind and nature derived from the operation of the concession facility as contemplated herein or from the grant of the rights and privileges hereunder, except monies collected for state sales tax. All compensation shall be payable on a monthly basis and shall be due on the 15th day of the month following the month in which the gross receipts are received by CONCESSIONAIRE. In the event CONCESSIONAIRE fails to pay said compensation in full on or before the due date, CONCESSIONAIRE shall also pay a late payment penalty of fifty dollars (\$50). Interest shall accrue at a rate of eighteen percent (18%) per annum on any amounts not paid when due. All fees shall be paid to the office of the City Treasurer, P.O. Box 50220, Idaho Falls, Idaho 83405-0220. Simultaneously

with the delivery of such payment, CONCESSIONAIRE shall deliver a report reflecting the daily gross receipts collected and derived from the operation of the business for each operating day during the month for which such fee is payable.

8. Financial Records. CONCESSIONAIRE shall maintain complete and accurate financial records fully accounting for all gross receipts and disbursements related to all business conducted upon the premises, including sales tax collected. CONCESSIONAIRE agrees to permit CITY to inspect and/or audit CONCESSIONAIRE's financial records upon reasonable notice to CONCESSIONAIRE and during regular business hours. CONCESSIONAIRE agrees to keep all records in accordance with standard accounting and bookkeeping practices.
9. Operation of Business. CONCESSIONAIRE agrees to operate the concession stand in a lawful and courteous manner and shall keep the premises, including the dining area, in safe and clean condition at all times and free from trash and debris accumulation. This includes, without limitation, promptly wiping down picnic tables and keeping them clean and free of litter and debris. CONCESSIONAIRE shall obtain and maintain all public health or restaurant or concession licenses required by law and shall abide by all rules and regulations applicable thereto. CONCESSIONAIRE must operate the concessions facility as follows:
 - a. Days of Operation.
 - i. Concessions must be operational from the day the Zoo opens for the regular season until the day the Zoo closes for the regular season, except for the first Monday of every month when concessions may be closed for routine maintenance.
 - ii. Inclement Weather Closure - should weather conditions dictate a substantial drop in zoo attendance, CONCESSIONAIRE may close the concessions stand on a regular day of operation provided it notifies Zoo Management of such closure, not less than one hour in advance of such closure.
 - b. Hours of Operation. CONCESSIONAIRE's hours of operation must be posted on the concessions stand at all times when the facility is open for

business. In the event of a non-operational day or early closure, CONCESSIONAIRE must place a notice on the concession stand stating that it is closed for business. Except as set forth below, CONCESSIONAIRE shall operate the concession stand during the following hours:

- i. From Zoo Opening Day to the Friday before Memorial Day weekend: 10:00 a.m. to 4:30p.m.
 - ii. Memorial Day weekend through Labor Day weekend: 10:00 a.m. to 5:30 p.m. Late Mondays: 10:00 a .m. to 7:30p.m.
 - iii. The day after Labor Day through Zoo closing: 10:00 a.m. to 4:30 p.m.
- c. Closures. Notwithstanding the foregoing, CITY recognizes the variability in attendance and that on days of low visitation it may not be financially sound to operate the concessions stand during inclement weather or when Zoo attendance is insignificant. CONCESSIONAIRE and CITY agree to cooperate in good faith and mutually agree to close the concessions stand whenever there is a substantial decrease in Zoo attendance.
- d. Special Events.
 - i. CONCESSIONAIRE agrees to operate the concessions stand for various Zoo special events, whenever the dates and times are communicated to CONCESSIONAIRE by the Zoo Superintendent at least three business days in advance of the date of such event.
 - ii. CONCESSIONAIRE will create and provide a special "Birthday Party" package that can be purchased by a member of the public when such members have reserved a Birthday Party event at the Zoo. In the event a "Birthday Party Package" is not purchased, no outside food, except a birthday cake and beverage, may be brought in by the public.
 - iii. CITY agrees that it will not allow the Sponsor of a special event, as approved by CITY pursuant to Section 3 of this Agreement, to secure or arrange for food or beverage catering services for such special event from a vendor other than CONCESSIONAIRE, until such

Sponsor has solicited in writing a proposal from CONCESSIONAIRE to provide such services. In the event CONCESSIONAIRE and Sponsor are unable to negotiate an acceptable arrangement within twenty-four (24) hours after the Sponsor delivers to CONCESSIONAIRE such written solicitation, or if CONCESSIONAIRE fails to deliver a written proposal to the Sponsor within such time frame, and after receipt of such written solicitation, then and in such event Sponsor may, at his or her sole discretion, seek catering services from a vendor other than CONCESSIONAIRE and CONCESSIONAIRE shall forfeit all rights to provide food, beverage or catering services for such special event.

e. General Operation.

- i. All food, beverages, and confections sold or offered for sale by CONCESSIONAIRE from the concession facility shall be first approved by the Superintendent of the Zoo.
- ii. CONCESSIONAIRE will ensure that its management staff is an appropriate amount of professionally trained, experienced in public relations and possess all skills necessary to operate a contract concessions operation of high quality. The management will be responsible for all guest complaints or concerns about the quality of food, customer relations and the timeliness of service. If Management is not on site at the time of a customer complaint, there must be a plan in place for Management to be notified of complaints and action to be taken.
- iii. A knowledgeable representative of CONCESSIONAIRE shall attend all regularly scheduled Zoo Staff Meetings in order to facilitate communication about special events. CITY shall keep CONCESSIONAIRE apprised of the dates, times and locations for such meetings.
- iv. All employees of CONCESSIONAIRE who work within the concessions facility shall wear uniforms approved by the Superintendent of the Zoo.
- v. All employees of CONCESSIONAIRE who work within the

concessions facility must undergo safety training with Zoo staff. All employees of CONCESSIONAIRE who work within the concessions stand must be proficient in use of the Zoo's two way radios in the event of emergency.

- vi. Prior to the commencement of each operational season, CONCESSIONAIRE will provide the Zoo with a current organizational chart outlining CONCESSIONAIRE's chain of command. The same will also be provided to the Contractor for the Zoo's chain of command. Each party shall endeavor to keep the other party apprised of any significant changes in their respective organizational structure.
- vii. CONCESSIONAIRE shall be responsible for all costs and maintenance of insect and rodent control in all areas of food production, service and storage, including under the concessions stand. A schedule of frequency of service shall be provided to the Zoo.
- viii. Zoo agrees to inform incoming Zoo patrons that "No outside food is allowed" on Zoo grounds with signage at the front of the Zoo, a statement in the Zoo map and posting of the information on the Zoo's website.

10. Insurance and indemnification. Prior to commencing operations, CONCESSIONAIRE shall secure and maintain public liability insurance with a reliable insurance company authorized to do business within the State of Idaho, which policy shall have limits of not less than \$500,000 single limit liability for personal injury, death and property damage. Such insurance shall also have an endorsement naming the CITY as an insured thereon and shall further provide that such insurance shall not be canceled unless at least thirty (30) days written notice shall be first given to the CITY. Within thirty (30) days after the execution of this Agreement, CONCESSIONAIRE shall provide CITY with copy of a certificate evidencing such insurance. CONCESSIONAIRE further agrees to indemnify, save and hold harmless CITY from any and all claims, actions, suits, attorney fees, costs and expenses arising from or in any way connected with CONCESSIONAIRES' operation of its business or use of the premises.

11. Utilities. CITY shall ensure that water, sewer and electrical power utility services are made available to the concession facility. CONCESSIONAIRE shall pay for all electrical services on a monthly basis, in accordance with Idaho Falls Power Customer Service policies. CONCESSIONAIRE will provide their own propane service. CITY will provide at its own expense water, garbage and sewer service. CONCESSIONAIRE will provide all janitorial and cleaning services for the concessions stand.

12. Maintenance of the Building and Structures. CONCESSIONAIRE shall be responsible for the maintenance or replacement of items a-k in this Section 12.

- a. Refrigerator
- b. Stainless steel hood/exhaust fan system
- c. Swamp cooler (including broken louvers)
- d. Fast recovery hot water system
- e. Microwave oven
- f. Stainless steel hand washing sink
- g. Stainless steel dishwashing sink with food prep table
- h. Four (4) stainless steel tables- various sizes
- i. Storage shelves located throughout the trailer
- j. Commercial deep fryer
- k. The roof, walls, floors, internal electrical systems and sides of the trailer

13. Insurance of the Premises and Improvement. CONCESSIONAIRE shall have no obligation to maintain property damage, fire and hazard insurance for the concession facility nor shall CITY have any obligation to provide insurance for loss or damage to CONCESSIONAIRES' personal property stored, kept or maintained on the premises. Insurance for other improvements installed upon the premises by CONCESSIONAIRE will the responsibility of CONCESSIONAIRE. If CONCESSIONAIRE installs permanent, fixed improvement to the concessions facility, those improvements shall become the property of CITY upon termination or expiration of this Agreement.

14. Removal of Debris and Trash. CONCESSIONAIRE shall keep the dining area and picnic tables clean and free of debris, trash and litter; provided, however, CITY will remove at its own expense all trash deposited in CITY-approved waste containers located upon the premises, once the containers become full, but in no event less than

daily.

15. Termination. In the event CONCESSIONAIRE shall fail to substantially conduct business upon the leased premises for three (3) consecutive operational days during the operational season of the Zoo, this Agreement may be terminated by CITY upon thirty (30) days written notice delivered to CONCESSIONAIRE. In the event of any termination of this Agreement, whether under this paragraph or otherwise, or upon the expiration hereof, CONCESSIONAIRE agrees to restore the premises to the same condition as existed upon the commencement of this Agreement.
16. Incorporation of Bid Documents. This License is granted pursuant to a Request for Proposal dated January 28, 2013. All terms and conditions set forth in such RFP are incorporated herein by reference and shall be binding upon CONCESSIONAIRE, as though such terms and conditions were expressly set forth herein. In the event of any irreconcilable inconsistency between the terms of such RFP and the terms of this Agreement, the terms of this Agreement shall prevail.
17. Default. Time is of the essence for this Agreement. In the event CONCESSIONAIRE fails to fully keep and perform all of its covenants and obligations set forth herein and fails to remedy any breach hereof within thirty (30) days after written notice has been delivered to CONCESSIONAIRE, then CITY may terminate this Agreement, and CONCESSIONAIRE shall immediately vacate the premises. Such remedy shall be cumulative and CITY may concurrently pursue any other remedies at law to which it may be entitled, except to the extent such remedies are inconsistent.
18. Notices. All notices required or permitted by this Agreement shall be mailed to the parties at the following addresses:

City of Idaho Falls
P.O. Box 50220
Idaho Falls, Idaho 83405

MLC Taylor Services, LLC
c/o Michael Stevens
230 Tabor Avenue
Idaho Falls, Idaho 83402
cafemikestevens@gmail.com

All notices shall be deemed delivered upon the deposit thereof in the U.S. Mail, certified mail, return receipt requested, postage prepaid, and addressed to the receiving party at the address set forth above or such other address which has been

delivered in writing in the same manner to the sending party.

19. Attorney Fees. In the event it becomes necessary to enforce the terms and provisions hereof, the defaulting party agrees to pay the reasonable attorney's fees and costs of the prevailing party.
20. Complete Agreement. This writing evidences the complete and final agreement between the parties, and no other representation, covenant, promise or statement of the parties shall be binding except as expressly set forth herein.

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

“CONCESSIONAIRE”

By _____
Michael Stevens, Member

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2019, 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 _____ day of _____, 2019, before me, the undersigned, a notary public, in and for said State, personally appeared Michael Stevens, known or identified to me to be member of MLC Taylor Services, LLC, a sole proprietorship, 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 MLC Taylor Services, LLC.

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

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: April 4, 2019

RE: Bid Award – Broadway Sidewalk Improvements Memorial Drive to N Yellowstone Avenue

On Tuesday, March 26, 2019 bids were received and opened for the Broadway Sidewalk Improvements Memorial Drive to N Yellowstone Avenue project. A tabulation of bid results is attached.

This project is funded in large part by Idaho Falls Redevelopment and Idaho Falls Downtown Development. Idaho Falls Power is funding a portion of the proposed lighting renovations. Sufficient funding and budget authority exist for completion of the proposed improvements.

Public Works recommends approval of the plans and specifications, award of the base bid and bid alternates 2 and 4 to the lowest bidder, JM Concrete, Inc., in an amount of \$609,402.00 and, authorization for the Mayor and City Clerk to sign contract documents.

City of Idaho Falls

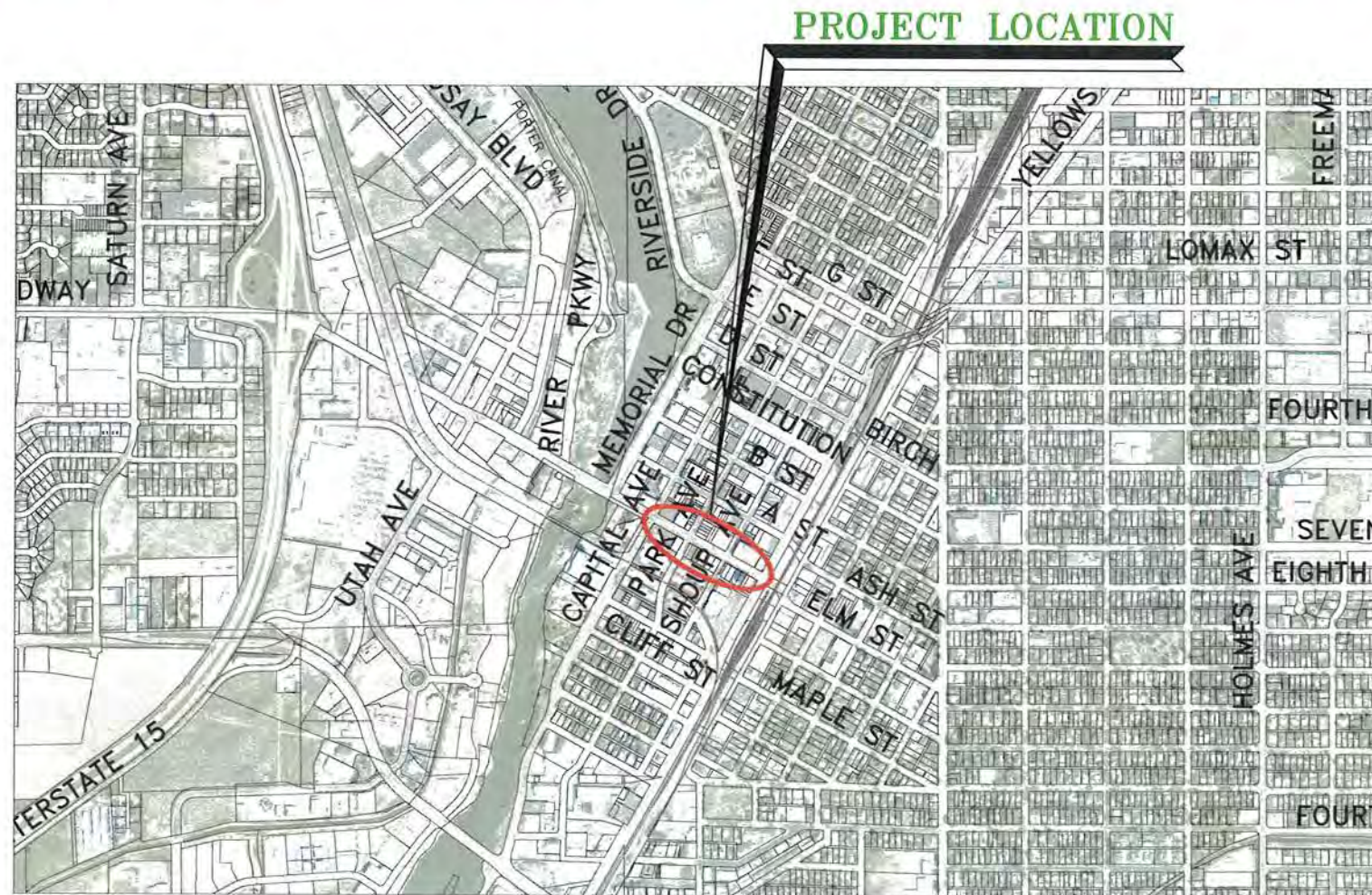
Engineering Department Bid Tabulation

Project: BROADWAY SIDEWALK REPLACEMENT MEMORIAL TO N. YELLOWSTONE
Submitted: Kent J. Fugal, P.E., PTOE

Number: 2-38-19-2-STR-2019-12
Date: February 17, 2019

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Bidder - JM Concrete, Inc.		Bidder - HK Contractors		Bidder - Depatco Inc		Bidder - Knife River	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
200 DIVISION 200 - EARTHWORK														
2.01	201.4.1.D.1	Removal of Sidewalk	2713	SY	\$12.00	\$32,556.00	\$10.00	\$27,130.00	\$7.00	\$18,991.00	\$11.85	\$32,149.05	\$12.00	\$32,556.00
2.02	201.4.1.E.1	Removal of Curb & Gutter	2345	LF	\$6.00	\$14,070.00	\$8.00	\$18,760.00	\$4.50	\$10,552.50	\$5.95	\$13,952.75	\$15.00	\$35,175.00
2.03	201.4.1.F.1.a	Removal of Tree	40	EA	\$800.00	\$32,000.00	\$100.00	\$4,000.00	\$350.00	\$14,000.00	\$434.70	\$17,388.00	\$750.00	\$30,000.00
2.04	201.4.1.F.1.b	Removal of Planter	14	EA	\$1,500.00	\$21,000.00	\$300.00	\$4,200.00	\$250.00	\$3,500.00	\$1,081.65	\$15,143.10	\$400.00	\$5,600.00
2.05	201.4.1.F.1.C	Removal of Concrete Pot	7	EA	\$400.00	\$2,800.00	\$100.00	\$700.00	\$175.00	\$1,225.00	\$612.25	\$4,285.75	\$245.00	\$1,715.00
400 DIVISION 400 - WATER														
4.01	404.4.1.A.1	Water Service Connection, Size 1 1/2"	2	EA	\$4,000.00	\$8,000.00	\$3,000.00	\$6,000.00	\$14,000.00	\$28,000.00	\$3,103.90	\$6,207.80	\$5,800.00	\$11,600.00
600 DIVISION 600 - CULVERTS & STORM DRAINS														
6.01	602.4.1.F.1	Catch Basin, Type IV	1	EA	\$1,800.00	\$1,800.00	\$8,000.00	\$8,000.00	\$2,700.00	\$2,700.00	\$3,801.15	\$3,801.15	\$2,500.00	\$2,500.00
700 DIVISION 700 - CONCRETE														
7.01	706.4.1.A.7	Curb & Gutter, Type Standard	2345	LF	\$38.00	\$89,110.00	\$22.00	\$51,590.00	\$34.50	\$80,902.50	\$35.25	\$82,661.25	\$60.00	\$140,700.00
7.02	706.4.1.E.1.a	Concrete Sidewalks, Thickness 4"	1411	SY	\$70.00	\$98,770.00	\$40.00	\$56,440.00	\$80.00	\$112,880.00	\$71.85	\$101,380.35	\$70.00	\$98,770.00
7.03	706.4.1.E.1.b	Concrete Sidewalks, Thickness 6" Reinforced	610	SY	\$110.00	\$67,100.00	\$52.00	\$31,720.00	\$107.00	\$65,270.00	\$92.40	\$56,364.00	\$94.00	\$57,340.00
2000 DIVISION 2000 - MISCELLANEOUS														
20.01	2010.4.1.A.1	Mobilization	1	LS	\$50,000.00	\$50,000.00	\$80,000.00	\$80,000.00	\$97,467.00	\$97,467.00	\$67,034.00	\$67,034.00	\$125,000.00	\$125,000.00
SP SPECIAL PROVISIONS														
SP-1	S0220	Structural Soil	25	CY	\$70.00	\$1,750.00	\$50.00	\$1,250.00	\$400.00	\$10,000.00	\$118.00	\$2,950.00	\$120.00	\$3,000.00
SP-2	S0225	Fill planters with Potting Soil	13	CY	\$100.00	\$1,300.00	\$100.00	\$1,300.00	\$73.00	\$949.00	\$87.00	\$1,131.00	\$76.00	\$988.00
SP-3	S0230	Permbark Rock	4	CY	\$80.00	\$320.00	\$250.00	\$1,000.00	\$228.00	\$912.00	\$270.15	\$1,080.60	\$206.00	\$824.00
SP-4	S0235	Trees, Install Only	20	EA	\$400.00	\$8,000.00	\$100.00	\$2,000.00	\$107.00	\$2,140.00	\$127.00	\$2,540.00	\$157.00	\$3,140.00
SP-5	S0240	Planters, Install Only	39	EA	\$300.00	\$11,700.00	\$100.00	\$3,900.00	\$148.00	\$5,772.00	\$175.75	\$6,854.25	\$281.00	\$10,959.00
SP-6	S0605	Inlet Box (Frame & Grate Only)	4	EA	\$1,200.00	\$4,800.00	\$250.00	\$1,000.00	\$1,650.00	\$6,600.00	\$1,477.55	\$5,910.20	\$2,200.00	\$8,800.00
SP-7	S0905	Irrigation System	1	LS	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$15,850.00	\$15,850.00	\$18,690.75	\$18,690.75	\$22,070.00	\$22,070.00
SP-8	S0910	Decorative Rock Enclosure	2	EA	\$100.00	\$200.00	\$1,000.00	\$2,000.00	\$368.00	\$736.00	\$434.75	\$869.50	\$406.00	\$812.00
SP-9	S1110	Street Light System	1	LS	\$20,000.00	\$20,000.00	\$237,000.00	\$237,000.00	\$230,000.00	\$230,000.00	\$278,209.95	\$278,209.95	\$280,000.00	\$280,000.00
SP-10	S1150	Remove & Reset Sign	8	EA	\$300.00	\$2,400.00	\$250.00	\$2,000.00	\$500.00	\$4,000.00	\$214.00	\$1,712.00	\$313.00	\$2,504.00
SP-11	S2005	Remove & Reset Trash Container	3	EA	\$300.00	\$900.00	\$100.00	\$300.00	\$450.00	\$1,350.00	\$142.65	\$427.95	\$410.00	\$1,230.00
TOTAL BASE BID		TOTAL				\$488,576.00		\$550,290.00		\$713,797.00		\$720,743.40		\$875,283.00
LINE BREAK ALT-1		LINE BREAK ADDITIVE ALTERNATE BID SCHEDULE NO.1												
700 DIVISION 700 - CONCRETE														
7.04	706.4.1.E.1.c	Concrete Sidewalks, Thickness 4"	692	SY	\$70.00	\$48,440.00	\$38.00	\$26,296.00	\$80.00	\$55,360.00	\$72.10	\$49,893.20	\$70.00	\$48,440.00
TOTAL ALT-1		TOTAL ALT-1				\$48,440.00		\$26,296.00		\$55,360.00		\$49,893.20		\$48,440.00
LINE BREAK ALT-2		LINE BREAK ADDITIVE ALTERNATE BID SCHEDULE NO.2												
SP SPECIAL PROVISIONS														
SP-12	S0215	Decorative Pavers 2"	692	SY	\$130.00	\$89,960.00	\$72.00	\$49,824.00	\$112.00	\$77,504.00	\$135.60	\$93,835.20	\$135.00	\$93,420.00
TOTAL ALT-2		TOTAL ALT-2				\$89,960.00		\$49,824.00		\$77,504.00		\$93,835.20		\$93,420.00
LINE BREAK ALT-3		LINE BREAK ADDITIVE ALTERNATE BID SCHEDULE NO.3												
300 DIVISION 300 - TRENCHING														
3.01	309.4.1.A.1	Horizontal Directional Drilling, Size 4", Type PVC	516	LF	\$40.00	\$20,640.00	\$45.00	\$23,220.00	\$63.00	\$32,508.00	\$74.55	\$38,467.80	\$75.00	\$38,700.00
TOTAL ALT-3		TOTAL ALT-3				\$20,640.00		\$23,220.00		\$32,508.00		\$38,467.80		\$38,700.00
LINE BREAK ALT-4		LINE BREAK ADDITIVE ALTERNATE BID SCHEDULE NO.4												
300 DIVISION 300 - TRENCHING														
3.02	301.4.1.D.1	Service/Utility Trench Excavation	516	LF	\$25.00	\$12,900.00	\$8.00	\$4,128.00	\$25.00	\$12,900.00	\$33.00	\$17,028.00	\$30.00	\$15,480.00
3.03	306.4.1.E.1	Service/Utility Trench Backfill	516	LF	\$25.00	\$12,900.00	\$10.00	\$5,160.00	\$75.00	\$38,700.00	\$63.00	\$32,508.00	\$82.00	\$42,312.00
TOTAL ALT-4		TOTAL ALT-4				\$25,800.00		\$9,288.00		\$51,600.00		\$49,536.00		\$57,792.00

BROADWAY SIDEWALK REPLACEMENT MEMORIAL DR TO N YELLOWSTONE PROJECT # 2-38-19-2-STR-2019-12



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN
SHELLY SMEDE
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2019



REVIEWED BY: RDA

Paula
DATE: 2/27/19

REVIEWED BY: DDC

Catherine Ziehl
DATE: 2/28/19

REVIEWED BY: IDAHO FALLS POWER

SOB
DATE: 3/1/19

REVIEWED BY: PARKS DEPARTMENT

Ken
DATE: 2-27-19

TREES APPROVED BY:
PARKS DEPARTMENT

Robert Hays
DATE: 2-27-19

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
ENGINEERING DIVISION		BROADWAY SIDEWALK REPLACEMENT MEMORIAL DR TO N YELLOWSTONE	
CHK BY: K.J.F.	DSG BY: Y.G.	DWN BY: Y.G.	
FILE NO. 2-38-19-2-STR-2019-12	DATE PLOTTED: 02/26/19	SHEET NO. 1 of 12	
DWG NO. STR-2019-12 Title Page			



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Chris H Fredericksen, Public Works Director

DATE: April 1, 2019

RE: Bid Award – Water Line Replacement, 1st Street from Lomax Street to Idaho Canal

On Tuesday, March 26, 2019 bids were received and opened for the Water Line Replacement, 1st Street from Lomax Street to Idaho Canal project. A tabulation of bid results is attached.

Cost allocations for this project will be provided by the Water Fund, Wastewater Fund and Street Fund. Sufficient funding and budget authority exist for completion of the proposed improvements.

Public Works recommends approval of the plans and specifications, award to the lowest bidder, HK Contractors, Inc., in an amount of \$1,487,787.00 and, authorization for the Mayor and City Clerk to sign contract documents.

City of Idaho Falls

Engineering Department

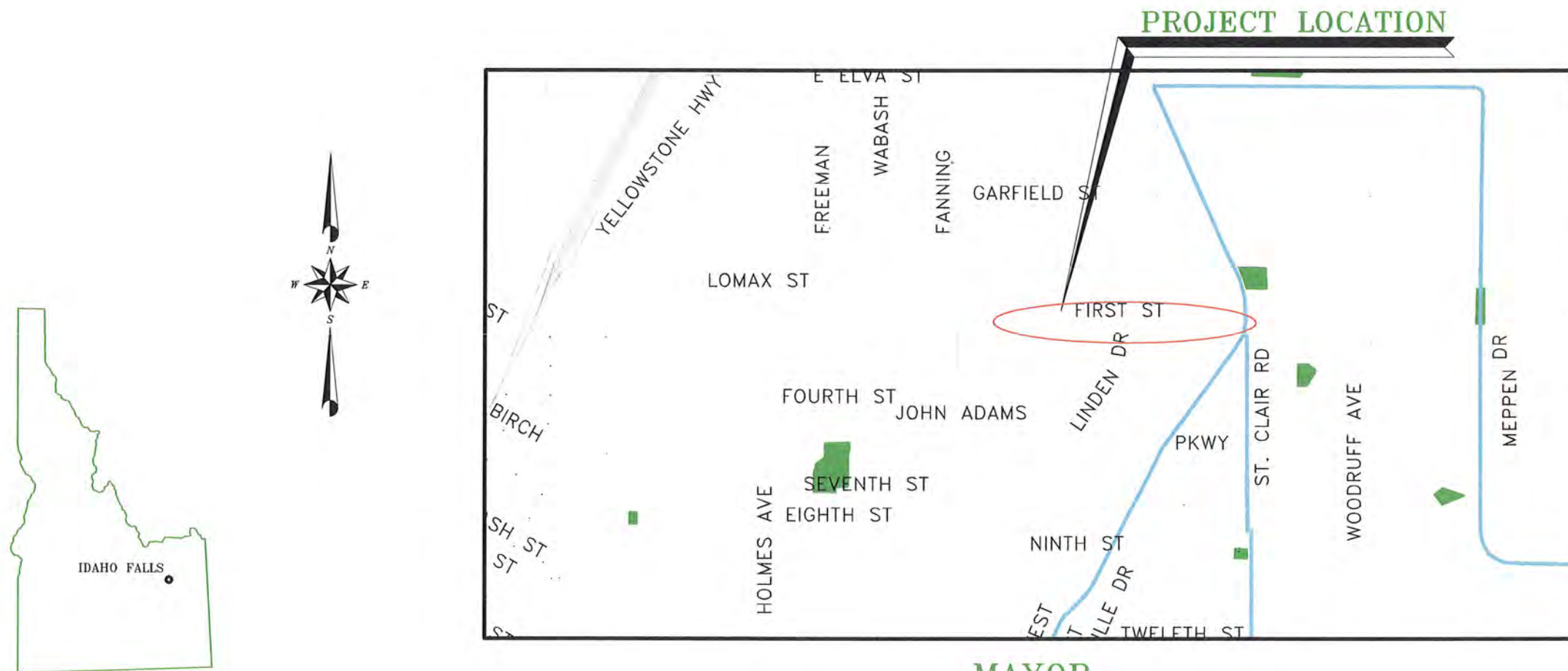
Bid Tabulation

Project..... WATER LINE REPLACEMENT 1st STREET FROM LOMAX TO IDAHO CANAL
Submitted Date..... March 7, 2019
Number..... 2-38-19-1-WTR-2017-38

Item NumberDescriptionEstimated QuantityUnit						Engineer's Estimate		HK Contractors		Knife River Corporation	
						Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
PIPING											
21	401.4.1.A.1	INSTALL WATER MAIN PIPE- 12" - D.I.	2452	LF	\$50.00	\$122,600.00	\$43.00	\$105,436.00	\$45.00	\$110,340.00	
22	401.4.1.A.1	INSTALL WATER MAIN PIPE- 8" - D.I.	288	LF	\$50.00	\$14,400.00	\$120.00	\$34,560.00	\$98.00	\$28,224.00	
42	401.4.1.A.1	INSTALL WATER MAIN PIPE- 6" - D.I.	14	LF	\$55.00	\$770.00	\$150.00	\$2,100.00	\$159.00	\$2,226.00	
47	601.4.1.A.6	INSTALL STORM DRAIN PIPE - 12" SDR35 PVC	992	LF	\$55.00	\$54,560.00	\$40.00	\$39,680.00	\$44.00	\$43,648.00	
48	601.4.1.A.6	INSTALL STORM DRAIN PIPE - 18" SDR35 PVC	832	LF	\$60.00	\$49,920.00	\$55.00	\$45,760.00	\$55.00	\$45,760.00	
54	401.4.1.A.1	INSTALL WATER MAIN PIPE- 4" - D.I.	40	LF	\$48.00	\$1,920.00	\$53.50	\$2,140.00	\$73.00	\$2,920.00	
59	401.4.1.A.1	INSTALL WATER PIPE- 2" - POLY	120	LF	\$20.00	\$2,400.00	\$10.75	\$1,290.00	\$19.00	\$2,280.00	
SERVICES											
32	404.4.1.A.1	INSTALL WATER SERVICE CONNECTION - 1"	33	EA	\$1,290.00	\$42,570.00	\$2,650.00	\$87,450.00	\$2,100.00	\$69,300.00	
33	404.4.1.A.1	INSTALL WATER SERVICE CONNECTION - 1.5"	2	EA	\$1,250.00	\$2,500.00	\$2,650.00	\$5,300.00	\$1,950.00	\$3,900.00	
34	404.4.1.A.1	INSTALL WATER SERVICE CONNECTION - 2"	7	EA	\$2,085.00	\$14,595.00	\$3,200.00	\$22,400.00	\$1,245.00	\$8,715.00	
VALVES											
25	402.4.1.A.1	INSTALL VALVE - 12" GATE VALVE	1	EA	\$1,900.00	\$1,900.00	\$600.00	\$600.00	\$802.00	\$802.00	
26	402.4.1.A.1	INSTALL VALVE - 6" GATE VALVE	1	EA	\$1,100.00	\$1,100.00	\$525.00	\$525.00	\$802.00	\$802.00	
30	402.4.1.A.1	INSTALL VALVE - 8" GATE VALVE	5	EA	\$1,200.00	\$6,000.00	\$525.00	\$2,625.00	\$802.00	\$4,010.00	
37	402.4.1.A.1	INSTALL VALVE - 12" BUTTERFLY VALVE	10	EA	\$1,750.00	\$17,500.00	\$600.00	\$6,000.00	\$802.00	\$8,020.00	
52	402.4.1.A.1	INSTALL VALVE - 4" GATE VALVE	1	EA	\$1,000.00	\$1,000.00	\$525.00	\$525.00	\$802.00	\$802.00	
53	404.04.1.A.1	INSTALL CURB STOP	1	EA	\$500.00	\$500.00	\$255.00	\$255.00	\$715.00	\$715.00	
MISCELLANEOUS											
15	2030.4.1.A.1	EXIST. MANHOLE, RETAIN & PROTECT. ADJUST MANHOLE RING AS NEEDED	10	EA	\$300.00	\$3,000.00	\$925.00	\$9,250.00	\$1,875.00	\$18,750.00	
31	403.4.1.A.1	INSTALL HYDRANT	6	EA	\$4,200.00	\$25,200.00	\$2,500.00	\$15,000.00	\$3,030.00	\$18,180.00	
51	IF-411	INSTALL WATER MAIN ACCESS STRUCTURE; RE: SD IF-411	1	EA	\$3,400.00	\$3,400.00	\$3,750.00	\$3,750.00	\$8,442.00	\$8,442.00	
55	404.4.1.A.1	INSTALL WATER METER BEHIND EXIST. CURB STOP	1	EA	\$2,500.00	\$2,500.00	\$950.00	\$950.00	\$2,100.00	\$2,100.00	
58	402.4.1.A.1	INSTALL 2" FLUSH HYDRANT; RE: SD IF-405	1	EA	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	
0	401.4.1.C.1	TEMPORARY WATER SERVICE	1	LS	\$20,000.00	\$20,000.00	\$32,000.00	\$32,000.00	\$46,000.00	\$46,000.00	

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		HK Contractors		Knife River Corporation	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
0	1001.4.1.A.1 SEDIMENT CONTROL	1	LS	\$5,000.00	\$5,000.00	\$7,750.00	\$7,750.00	\$24,480.00	\$24,480.00
0	2010.4.1.A.1 MOBILIZATION	1	LS	\$150,000.00	\$150,000.00	\$302,000.00	\$302,000.00	\$255,000.00	\$255,000.00
82	302.4.1.B.1 ROCK EXCAVATION	150	LF	\$1,500.00	\$225,000.00	\$110.00	\$16,500.00	\$140.00	\$21,000.00
STORMWATER									
46	602.4.1.A.1 INSTALL 48" DIA. MANHOLE	8	EA	\$3,400.00	\$27,200.00	\$3,375.00	\$27,000.00	\$3,930.00	\$31,440.00
49	602.4.1.F.1 INSTALL CATCH BASIN; SD IF-604A	8	EA	\$5,000.00	\$40,000.00	\$2,625.00	\$21,000.00	\$2,675.00	\$21,400.00
50	602.4.1.A.1 INSTALL 60" DIA. DOGHOUSE STYLE MANHOLE; SD IF-613	1	EA	\$3,400.00	\$3,400.00	\$5,775.00	\$5,775.00	\$7,945.00	\$7,945.00
ROADWAY ELEMENTS									
72	801.4.1.A.1 CONSTRUCT UNCRUSHED AGGREGATE BASE, 20" THICKNESS	7606	CY	\$17.00	\$129,302.00	\$26.00	\$197,756.00	\$28.00	\$212,968.00
73	802.4.1.A.1 CONSTRUCT CRUSHED AGGREGATE BASE, 6" THICKNESS	2282	CY	\$33.00	\$75,306.00	\$40.50	\$92,421.00	\$39.00	\$88,998.00
74	810.4.1.A.1 CONSTRUCT PLANTMIX, 4" THICKNESS, 3/4-IN SUPERPAVE CLASS 3, PG 58-34	3049	TONS	\$100.00	\$304,900.00	\$80.00	\$243,920.00	\$102.00	\$310,998.00
75	706.4.1.A.7 CONSTRUCT CURB AND GUTTER TYPE III; SD-705	1012	LF	\$65.00	\$65,780.00	\$52.00	\$52,624.00	\$46.00	\$46,552.00
76	706.4.1.E.1 CONSTRUCT CONCRETE SIDEWALK, THICKNESS - 4	341	SY	\$379.00	\$129,239.00	\$150.00	\$51,150.00	\$64.00	\$21,824.00
80	706.4.1.B.1 CONSTRUCT CONCRETE VALLEY GUTTER	44	LF	\$250.00	\$11,000.00	\$120.00	\$5,280.00	\$99.00	\$4,356.00
81	706.4.1.A.7 CONSTRUCT CURB AND GUTTER STANDARD; IF- 70'	252	LF	\$65.00	\$16,380.00	\$40.00	\$10,080.00	\$44.00	\$11,088.00
SPECIAL PROVISIONS									
62	SP 250 GROUT EXIST. 8" WATERLINE	1670	LF	\$9.00	\$15,030.00	\$10.50	\$17,535.00	\$6.00	\$10,020.00
66	SP 255 GROUT EXIST. 12" STORM DRAIN	80	LF	\$13.00	\$1,040.00	\$35.00	\$2,800.00	\$25.00	\$2,000.00
56	SP 300 ABANDON EXISTING INJECTION WELL	1	LS	\$15,000.00	\$15,000.00	\$6,600.00	\$6,600.00	\$4,500.00	\$4,500.00
67,68,69	SP 1140 CONDUIT INSTALLATION TO TRAFFIC SIGN	1	LS	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$2,800.00	\$2,800.00
TOTAL				\$1,610,912.00		\$1,487,787.00		\$1,505,805.00	

WATER LINE REPLACEMENT 1st. STREET FROM LOMAX TO IDAHO CANAL PROJECT # 2-38-19-1-WTR-2017-38



REVIEWED BY: WATER DIVISION

DATE: 3-7-2019



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

MICHELLE ZIEL-DINGMAN
SHELLY SMEDE
THOMAS HALLY

JIM FRANCIS
JOHN B. RADFORD
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR
CHRIS H FREDERICKSEN, P.E.

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

2019

KELLER
ASSOCIATES

SCALE SHOWN IS FOR SHEET 11 x 17 ONLY		IDAHO FALLS PUBLIC WORKS	
ENGINEERING DIVISION		WATER LINE REPLACEMENT 1st. STREET FROM LOMAX TO IDAHO CANAL	
CHK BY: BRP	DSG BY: JPMc	DWN BY: JPMc	
FILE NO. 2-38-19-1-WTR-201-38	DATE PLOTTED: 03/05/19	SHEET NO. 1 OF 13	

March 25, 2019 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, March 25, 2019, 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:

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

Also present:

Dana Kirkham, Regional Economic Development for Eastern Idaho Executive Director
Dana Briggs, Economic Development Coordinator
Bryce Johnson, Police Chief
Irene Brown, Animal Control Services Supervisor
Danyelle Harker, Animal Control Officer
Gayle Contreras, Animal Control Officer
Jeremy Galbreath, Police Lieutenant
Pamela Alexander, Municipal Services Director
Eric Keck, resource X
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Acceptance and/or Receipt of Minutes:

There were no minutes to accept.

Calendars, Announcements, and Reports:

March 27, Eastern Idaho Regional Medical Center (EIRMC) Burn Center Open House; Bonneville Metropolitan Planning Organization (BMPO) Policy Board Meeting; and, Mayor Scholarship Fund (MSF) Award Ceremony
March 28, Idaho Falls Power (IFP) Board Meeting; City Club; and, City Council Meeting
March 30, Council and Director Budget Kick-Off
April 4, Idaho Falls Downtown Development Corporation (IFDDC) State of Downtown Annual Meeting
April 8, City Council Work Session
April 9, School District 91 Master Plan Community Meeting
April 11, City Council Meeting
April 15, City Council Work Session, Special Meeting

Mayor Casper distributed information regarding Regional Training for Urban Renewal. She, along with Community Development Services Director Brad Cramer, recommended Council attendance. Mayor Casper read a letter of appreciation from a citizen regarding the audible light at 25th Street and Holmes Avenue. Mayor Casper stated she will be attending a Nuclear Research and Development summit in the near future as a panelist.

Liaison Reports and Concerns:

Councilmember Hally briefly reviewed the legislative issue regarding the pending initiative bill. He also stated a new Kidney Center is forthcoming.

Councilmember Smede stated the Library has an 'over-drive' program for Library items.

Councilmember Freeman stated the Parks and Recreation (P&R) Department is working on a new five-year plan which includes sprinkler rehabilitation at the golf courses, a presentation regarding funding will be forthcoming. He noted two (2) of the golf courses are open. He also stated Heritage Park is slowly moving forward.

March 25, 2019 - Unapproved

Councilmember Francis stated the Broadway Streetscape project is moving forward with collaboration from IFDDC, Idaho Falls Redevelopment Agency, Public Works, and P&R; he believes the Leadership Academy sponsored by Human Resources has been beneficial; and, the Senior Citizen Center is in need of drivers.

Councilmember Radford stated the Library also offers language learning free of charge. He also stated the fiber pilot project with IFP is moving forward.

Councilmember Dingman stated the Targhee Regional Public Transportation Authority (TRPTA) Board has met following the Council presentation. Board discussion included delinquency of PERSI payments, acceptance of TRPTA's legal counsel resignation, and, the Federal Transit Administration (FTA) deadline.

Regional Economic Development for Eastern Idaho (REDI) Discussion:

Ms. Kirkham presented the following with general discussion throughout:

Mission of REDI: Protect/Advocate – create an environment where business and industry will remain in Eastern Idaho; Expand – help foster a culture where business and industry meet their needs allowing growth and expansion; and, Attract – create a stable ecosystem that attracts talent, jobs, and industry. Ms. Kirkham believes the strategy for attraction has been missing in Eastern Idaho.

Economic indicators include: five (5) federal programs (all are in the process of expansion); education (including three (3) major universities); healthcare (vital in all 14 counties); and, key industry players.

Regional demographics for all counties 1990-2017 – positive growth has occurred in 12 of the 14 counties.

MSA population growth 1990-2017 – Idaho Falls is the fastest growing region by population.

Five (5) key industries – agriculture, healthcare, energy, advanced manufacturing, and, technology.

Location quotients for Bannock, Bonneville, Madison, and, Bingham counties – quotients include natural resources and mining; construction; manufacturing; trade, transportation and utilities; information; financial activities; professional and business services; education and health services; leisure and hospitality; and, other services.

Real Gross Domestic Product (GDP) by County – Ms. Kirkham noted \$13B of the GDP for the State of Idaho is contributed from Eastern Idaho, Bonneville County has the largest contribution to the GDP.

Nonfarm payroll jobs by County – this indicates diversity of jobs/industry/production.

Median income (averaged across 14 counties) – approximately \$48,000/year. This is lower than the State and National averages. Competition will increase the median income.

Median household income by County – Caribou County is the largest, Clark County is the smallest. Ms. Kirkham compared Eastern Idaho, as an innovation corridor, with additional innovation corridors (Silicon Valley, The Triangle of North Carolina, and, Salt Lake County) by population, median household income, and, median home price. She noted Eastern Idaho is #3 for the lowest cost of living and #5 for the lowest cost of doing business in the Nation. These assets want to be protected.

Federal programs and job protection for the next 18 months – 90% of Federal Bureau of Investigation (FBI), Idaho National Laboratory (INL), and Naval Reactors Facility (NRF) jobs will require a Bachelor's Degree or higher.

Higher education base as compared to the additional innovation corridors, including number of higher education facilities (Eastern Idaho = 4) and the percentage of population with Bachelor's Degree or higher (Eastern Idaho = 18%).

Graduation rates from high school by County – Bonneville County is approximately 77%.

Workforce with academic degrees – Regional Graduate or Professional Degree is lower than National and State; Regional Bachelor Degree is lower than National and higher than State; Regional Associates Degree is higher than National and State.

Education attainment (25 and older) by County – Bonneville County ranks third highest.

Average technical worker = 32 years old. Talented technical workers, between the ages of 25-44, as compared to the innovation corridors, Eastern Idaho = 21%.

Age distribution by County – all counties are significantly lacking in wage-earning years.

Impact of the Small Modular Reactor (SMR) – Ms. Kirkham stated REDI recently completed an economic impact study for the SMR specific to Eastern Idaho: total manufacture and construction costs = \$2.4B; expenditures sourced or originating within Idaho = \$1.27B; annual job increase during construction – total employment = 3,356; cumulative job increase during construction – total employment = 13,422; labor income of construction – total cumulative = \$644,181,821; job increase and labor income of operation – total labor income = \$47,888,424; annual fiscal impacts of construction – State and Local = \$9,223,243; Federal = \$35,744,690.

March 25, 2019 - Unapproved

Annual fiscal impacts of operations - State and Local = \$2,972,034 and Federal = \$10,861,303. Brief comments followed regarding the SMR.

Ms. Kirkham expressed her appreciation to Ms. Briggs for her teamwork with economic development. General discussion followed. Ms. Kirkham stated a key role of REDI is to be a convener for all those across the region to prevent duplication of services. Mayor Casper noted the MSF was conceived to help with Idaho's higher education rate. These scholarship funds are to be used within the State. She also noted Ms. Briggs will update the Council with the SMR site selection in the near future.

Animal Control Update:

Chief Johnson announced Idaho Falls Animal Control received a Meritorious Unit Citation at the recent 2019 Idaho Falls Police Department (IFPD) Awards Banquet. He stated the additional Animal Control staff has been assisting Code Enforcement with parking and abandoned vehicles. He then turned the presentation to Animal Control Services staff. Ms. Brown reviewed the shelter's numbers of dogs, cats, and other animals for the previous five (5) years including animals that were impounded, adopted, reclaimed, transferred, euthanized/died, or had another live outcome. She stated there is a continual decrease in dogs impounded, a steady number of adopted and reclaimed dogs, and the transferred number is dependent on adopted and reclaimed. She indicated the euthanized dogs were due to illness, injury, or were a risk to the community; no dogs have been euthanized for room at the shelter since 2015. Ms. Brown stated the number of cats impounded has been reduced considerably from the previous year. She also stated the number of cats impounded depends largely on the winter season. She believes the largest contributing factors to the reduction of cat impounds last year is closing the drop boxes and the impact of the spay and neuter programs. She briefly reviewed the numbers of adopted, reclaimed, transferred and euthanasia for other animals. Ms. Brown briefly described the process of transferring an animal. Brief general discussion followed including euthanasia of cats and squirrels. Ms. Brown reviewed the euthanasia rates of dogs and cats for the previous eleven years, stating the euthanasia rate has decreased. She presented a comparison of the Idaho Falls Animal Shelter (IFAS) to the Pocatello Animal Shelter. She believes the IFAS is providing more service with less employees and with a lower budget. Ms. Parker reviewed the Trap/Neuter/Return (TNR) Program – cats are trapped, spayed or neutered, vaccinated, chipped, ear tipped and released back to the community in the same area. She briefly reviewed the Shelter/Neuter/Release (SNR) Program stating it is somewhat similar to the TNR. The total number of cats spayed or neutered was 633. Ms. Parker stated the programs began in 2017 and have shown success and are now well received. She reviewed the TNR Program income, including grants and donations received, and expenditures. She stated the remaining TNR fund, in the amount of \$26,944, will be expended in spring. Additional grants are being explored for help in continuing the program. Ms. Contreras reviewed other spay/neuter programs for the previous three (3) years. The total number of cats spayed or neutered with these programs was 1,456. These programs have provided help and options for citizens. Ms. Brown believes the number of spayed and neutered cats has made a large impact to the number of cats the shelter is now receiving. She reviewed the hours and duties of the additional officers previously mentioned by Chief Johnson. She also reviewed the updated Animal Services Mission Statement: "To educate and encourage our community to treat animals humanely and with respect and kindness, while ensuring public safety."

Vehicle Lease Program Introduction:

Chief Johnson stated this discussion has included collaboration from the Municipal Services and Legal Departments. He indicated the Idaho Falls Police Department (IFPD) vehicles are currently in a 10-year replacement schedule. IFPD would prefer to reduce the replacement schedule to seven (7) years. The purchase for vehicles (in the 10-year replacement schedule) would amount to just under \$1M and would deplete the Municipal Equipment Replacement Fund (MERF) in the following year. He believes most lease programs are considered illegal as they would lock future Councils into an agreement. This specific lease program would include a master lease, including terms of opting out each year, and a contract for each vehicle. Conversion of a 10-year replacement schedule to a 5-year replacement schedule would use the same amount of money, however, future savings would include maintenance costs. Chief Johnson stated cost range is dependent on the vehicle and the up-fitted charge. Purchasing of 17 vehicles in this year's current budget amounts to approximately \$1M, the lease of 23 vehicles would amount to \$250,000-\$300,000. The remaining \$700,000 would be allocated for future years as the lease cost would increase each year until year five (5). At year six (6) the amount would level out to the approximate current cost. Chief Johnson reiterated the leased vehicles would be up-fitted and, the IFPD would receive the guaranteed residual value. Brief comments followed

March 25, 2019 - Unapproved

including vehicle warranty, insurance, maintenance, and mileage. Chief Johnson stated by converting to a lease program the MERF process would remain as is. Director Alexander stated preliminary research for the lease program is still being performed, all agreements would be presented to Council in the near future. To the response of Councilmember Francis, Lieutenant Galbreath stated other cities are using a lease program. Chief Johnson indicated this lease program would allow a variety of vehicle types. This would also assist with the rotation of vehicles for the undercover unit. He clarified the specialty vehicles (the bearcat, the investigation trailer, the Humvee, etc.) are owned by the IFPD. Councilmember Radford questioned the lease versus ownership. He believes this may be the first step to dismantling the MERF. Director Alexander reiterated the IFPD could opt out at any time. She believes this program will address immediate need and, will finance the MERF over time. Lieutenant Galbreath indicated there is more value from a lease return versus a sale. Chief Johnson stated there is a payment option at the end of the lease. Mr. Fife stated Legal staff would review the master lease and the individual vehicle contracts. Mayor Casper requested an impact statement from the MERF. Brief comments followed.

Priority-Based Budgeting (PBB) Refresher:

Mr. Keck stated he has implemented this budget methodology in other cities. He expressed his appreciation to Director Alexander. He indicated there are three (3) key success pillars: executive sponsorship, project management; and, change management. He indicated the change from line-form of budgeting can be difficult.

Mr. Keck then presented the following with general discussion throughout:

What is PBB – recommended best practice for operating a budget, there are more than 200 implementations of PBB in the U.S. and Canada.

Implementing PBB – Program Inventory (the ‘what’ question); Program Costing (personnel and non-personnel costs); Program Scoring (eight (8) community results, alignment to a program and five (5) basic program attributes); and, Budget Adoption.

Three questions of PBB:

- What do we do? Program Inventory
- What does it cost? Cost Allocation
- Why are we in business? Scoring and Prioritization

Mayor Casper recommended the Councilmembers review the programs within their liaison departments. She believes there may be a need for a program diet.

Mr. Keck reviewed Program Inventory – there are currently 1731 programs within the City of Idaho Falls. This tool is available online to review as needed.

Program Costing – data is only as good as the time and cost to run. This tool opens dialogue and conversation.

Every program, City-wide: scored by results, mandate level, cost recovery, population, served, demand, and, degree of reliance.

Program evaluation: measure influence on results, basic program attributes – degree of mandate; degree of reliance upon the City; degree of cost recovery; size of population served; and, change in demand.

Mr. Keck reviewed examples of data within the Community Results (note, the example was not City of Idaho Falls data).

Mr. Keck reviewed Resource Alignment in the four (4) Quartiles. This tool can be used for community/stakeholder engagement as well as community/stakeholder education.

PBB is a tool, a means to an end:

Two (2) basic levers – generate new revenue, free-up and re-allocate resources. This includes sourcing, efficiencies, service levels, fees and charges, in-sourcing grant funding, and, taxes and rates.

Four (4) levels of PPB Mastery – leverage all of community’s resources; fuel resources towards results of tomorrow (tackling massive goals); reallocate resources; and, rational tool to stabilize the budget.

Brief discussion followed regarding cost of services.

Alignment with Results and Strategic Plans – Idaho Falls’ strategic plans are your community results. Integration of PBB into the culture of embracing data and taking action on the results is your next step.

What’s in it for you?

1. Communicate in a shared language – with Council, citizens, and each other

March 25, 2019 - Unapproved

2. Get buy-in for your budget recommendations – use logical framework to make recommendations
3. High performing organization – connecting the dots
4. Ends zero sum budgeting game – departments no longer battle one another
5. Encourages interdepartmental collaboration – can help eliminate silos; encourages collaboration to meet common goals and achieve community results; and, take action to embrace data, basic program attributes and, other PBB considerations.

Mr. Keck briefly reviewed the online portal for the City. Director Alexander stated quartiles should be reviewed annually. Councilmember Radford believes the Councilmembers need to be more involved in the community priorities.

There being no further business, the meeting adjourned at 6:32 p.m.

CITY CLERK

MAYOR

March 28, 2019 - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, March 28, 2019, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

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

Also present:

All available department directors
Michael Kirkham, Assistant City Attorney
Kathy Hampton, City Clerk

Pledge of Allegiance:

Mayor Casper requested Bud Cranor, City of Idaho Falls Public Information Officer, 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.

Mr. Ben Hill, Idaho Falls, appeared. Mr. Hill stated since South Boulevard has been re-stripped, kids have been using the middle lane to race, people have attempted to pass him, and excessive speeding has occurred. He also stated he has almost been struck several times while entering his driveway due to people using the center lane rather than slowing down. Mr. Hill stated he is upset with the excessive gravel from snow removal, he is hoping to rake the excessive gravel from his lawn back into the street. He indicated there is also gravel in his driveway from the re-surface as the seal coat was not done well. Mr. Hill requested the promised meeting still be held this spring. Mayor Casper stated a commitment was made to hold a meeting and the commitment has not waned.

It was then moved by Councilmember Freeman, seconded by Councilmember Francis, to amend the agenda and to recommend Item 5.C.1 be moved to Item 4 due to the Paines' being present for the renaming of the Substation. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

Idaho Falls Power

Subject: Paine Substation Naming

Jeff Paine was the chief engineer of Idaho Falls Power (IFP) from 1970 to 1984. Jeff was known for being organized, competent and having impeccable analytical skills. Jeff was responsible for the day to day operations of the Electric Division (now Idaho Falls Power), and instrumental in many critical utility efforts, such as planning, design, and construction of the 161kV tie line from Sugarmill substation to Westside substation. Many of the major infrastructure improvements that the City of Idaho Falls now enjoys were installed under his term of service. Of all of Mr. Paine's projects, the shining gems are probably the Bulb Turbine Project and the Gem State Project which

March 28, 2019 - Unapproved

have been so integral to Idaho Falls Power's low rates, which will continue to be true treasures for many years to come.

Councilmember Radford stated it is an honor to recognize those who serve in our community. He believes there is pride in the City's first mayor who saw the ability to use electricity to light the street lights and in the previous visionary people. Councilmember Radford read the resolution in its entirety as follows:

RESOLUTION NO. 2019-02

WHEREAS, the City has adopted a policy for naming of City facilities that are real property owned or permanently controlled by the City; and

WHEREAS, the City acknowledges a sustained and notable contribution to the community from Mr. Jeff Paine; and

WHEREAS, the City still benefits from the contributions made by Mr. Paine 35 years after his leaving City employment; and

WHEREAS, Mr. Paine's significance and good reputation is widely recognized within the City; and

WHEREAS, this location has a historical significance for future generations, and it has symbolic value that transcends ordinary meaning or use and enhances the character and identity of this facility; and

WHEREAS, in addition Mr. Paine has made numerous contributions to the Electric Utility in his tenure with the City that include the planning, design and construction of the 161kV tie line from Sugarmill Substation to the Westside Substation, and construction of the Bulb Turbine and Gem State Projects; and

WHEREAS, deemed appropriate and in compliance with the City's facility naming policy, Idaho Falls Power requests naming its newest electrical substation the Paine Substation.

It was then moved by Councilmember Radford, seconded by Councilmember Hally, to officially name the future substation at the north end of our service area the Paine Substation. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Mr. Paine expressed his appreciation and briefly shared some personal and historical experiences during his tenure at IFP. Mayor Casper stated the City has many great assets and IFP is one of the greatest assets the citizens enjoy. She expressed her appreciation to Mr. Paine for his contribution.

Consent Agenda:

Municipal Services requested approval of Quote 19-102, Transformers for Idaho Falls Power; and, Quote 19-103, Power Inventory for Idaho Falls Power.

Public Works requested approval of Bid Award – Community Park Pathway Improvements Phase II; and, Bid Award – Rosehill Cemetery Road Improvements.

The City Clerk requested approval of minutes from the March 11, 2019 Council Work Session; March 14, 2019 Council Meeting; and, March 14, 2019 Executive Session; and, License Applications, all carrying the required approvals.

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

Regular Agenda:

Municipal Services

Subject: Sole Source Purchase, Complete Portable X-Ray System for Idaho Falls Police Department

The Municipal Services Department requests authorization to advertise the City's intent to make a sole source procurement following a 14-day period, and then to issue a purchase order to the SmartRay Vision complete portable X-Ray System. The estimate for the purchase is \$63,000 and the procurement will be from SmartRay Vision of Green Bay, Wisconsin. The cost to purchase the equipment will be equally shared by the Idaho Falls Police Department and the Bonneville County Sheriff's Office.

Councilmember Radford stated this item was discussed in the previous budget year.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to advertise the City's intent to make a sole source procurement, and then to issue a purchase order to purchase a Complete Portable X-ray System from SmartRay Vision of Green Bay, Wisconsin. Roll call as follows: Aye – Councilmembers Hally, Smede, Dingman, Freeman, Francis, Radford. Nay – none. Motion carried.

Subject: Request for Authorization to Purchase Motor Fuel on the Open Market for Municipal Services, City Equipment Maintenance Facility

The Municipal Services Department is requesting the authorization to purchase motor fuel on the open market. As stated during the March 14, 2019 City Council meeting, Section III of Bid IF-19-20 Motor Fuels and Lubricants was rejected based on vendors recommendations for the City to consider alternative purchasing options to incorporate cost efficiencies within the fuel purchasing process.

Councilmember Radford stated this approach is intended for a pilot program to potentially obtain a better price for fuel. He also stated there are a number of cities finding savings by using this process.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to give authorization to purchase motor fuel on the open market for the City Equipment Maintenance. Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

Public Works

Subject: Revised State/Local Agreement with the Idaho Transportation Department (ITD) for a Pavement Management System

For consideration is a revised State/Local Agreement with the ITD and accompanying Resolution with respect to the Pavement Management System project. This project had an original State/Local agreement that Council approved last November. The revision places the procurement responsibility on the City and the City will then be reimbursed. ITD requests this change, as it is not their usual process for procurement. The modification creates no additional cost to the City.

Councilmember Francis stated this agreement involves the City acquiring software for a Pavement Management System which will help analyze wear and rutting on pavement and will help to prioritize repaving in the City. He also stated the City is obligated to pay 7.34% of the cost with the approximate total cost of \$75,000.

It was moved by Councilmember Francis, seconded by Councilmember Freeman, to approve the revised State/Local Agreement with the ITD, and accompanying Resolution, with respect to the Pavement Management System project, and give authorization for the Mayor and City Clerk to execute the necessary. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

RESOLUTION 2019-03

WHEREAS, the Idaho Transportation Department, hereafter called the STATE, has submitted an Agreement stating obligations of the STATE and the CITY OF IDAHO FALLS, hereafter called the CITY, for development of a pavement management system.

Community Development Services

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, 7Synergy Subdivision

For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, 7Synergy Subdivision. The Planning and Zoning Commission considered this item at its January 9, 2019, meeting and recommended approval by unanimous vote. Staff concurs with that recommendation.

Councilmember Smede stated this property was annexed into the City in 1971 and rezoned in April 2018 to Limited Commercial. A Conditional Use Permit for a carwash was issued in November of 2018. She also stated the property has not been previously platted. The proposed final plat is located with frontage roads as Sunnyside and Yellowstone Highway. The property is currently vacant. Councilmember Smede stated access will be approved by the ITD and new approaches are proposed to be more distant from the current curb cuts. The plat is located along a principle arterial and a strategic arterial. Councilmember Francis questioned the lack of access points noted on the plat and questioned which authority will require the compliance. Director Cramer clarified the access points are not noted as it is not standard to place them on the plat. He also stated the authority lies with the ITD although the ITD standards used are similar to the City.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Development Agreement for 7Synergy Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to accept the Final Plat for 7Synergy Subdivision, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for 7Synergy Subdivision, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Linden Park Addition, Division 1, 3rd Amended

For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Linden Park Addition, Division 1, 3rd Amended. The Planning and Zoning Commission considered this item at its October 2, 2018, meeting and recommended approval by unanimous vote. Staff concurs with that recommendation.

Councilmember Smede stated this plat includes two (2) lots and is primarily a clean-up of a previously illegal splitting of land. This plat amendment recognizes the parcel has been broken up and establishes the new lots. She also stated the parcels currently have two (2) buildings, one (1) with associated parking, and the remainder of the parcel is vacant land. Access and frontage will be from Linden Drive.

March 28, 2019 - Unapproved

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to accept the Final Plat for Linden Park Addition, Division 1, 3rd Amended, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Linden Park Addition, Division 1, 3rd Amended, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Public Hearing – Annexation and Initial Zoning of R1, Annexation and Zoning Ordinances, Reasoned Statements of Relevant Criteria and Standards, Approximately 0.43 acres, Section 16, T 2N, R 38E

For consideration is the City-initiated application for Annexation and Initial Zoning of R1, Annexation and Zoning Ordinances, Reasoned Statements of Relevant Criteria and Standards, Approximately 0.43 acres, Section 16, T 2N, R 38E. This property was part of a larger City-initiated annexation that was approved by the City Council in August 2018, in the Lincoln Road area. Upon review of the legal description associated with that annexation it was determined that these parcels were inadvertently left out of the description that was approved in August 2018, approval action. In order to correct this discrepancy the City Council will need to take action again regarding annexation of these parcels. These parcels are associated with an Outside Water Service Contract that consented to annexation at the time the parcels became contiguous to City Limits. The Planning and Zoning Commission considered this item at its June 19, 2018, meeting and recommended approval by unanimous vote. Staff concurs with that recommendation.

Mayor Casper opened the public hearing and ordered all items presented be included in the official record.

Community Development Services Director Brad Cramer stated this is a clean-up item as this parcel was inadvertently omitted from the legal description during the previous City-initiated annexation of the Lincoln Road area.

Slide 1 – Aerial photo of property under consideration

Director Cramer stated the parcel currently receives City water and has an agreement, signed in 1975, to be annexed. Councilmember Freeman questioned if a sewer line was available in the location to which Director Cramer confirmed there is.

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

Councilmember Smede reiterated Director Cramer's comments and stated the individual currently residing on the land is amenable to be annexed.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance annexing approximately 0.43 acres, Section 16, T 2N, R 38E, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3242

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.43 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE

March 28, 2019 - Unapproved

CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation for approximately 0.43 acres, Section 16, T 2N, R 38E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to assign a Comprehensive Plan Designation of “Lower Density Residential” and to approve the ordinance establishing the initial zoning for approximately 0.43 acres, Section 16, T 2N, R 38E as R1 (Single Dwelling Residential) Zone, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning Office. Roll call as follows: Aye – Councilmembers Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

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

ORDINANCE NO. 3243

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 0.43 ACRES DESCRIBED IN SECTION 1 AND EXHIBIT A OF THIS ORDINANCE AS R1 ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of R1 Zone for Approximately 0.43 acres, Section 16, T 2N, R 38E, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Smede, Dingman, Freeman, Francis, Radford. Nay – none. Motion carried.

Announcements and Adjournment:

Mayor Casper stated she was recently privileged to attend the All Veterans Appreciation Night dinner. She indicated Idaho Falls and Ammon have more veterans moving in than all other surrounding areas and, the veterans are working to bring a Veterans Center to the area. She also stated March 29th is Vietnam Veterans Day. Councilmember Radford noted Idaho Falls was recently ranked in the top 50 cities for livability and Idaho Falls was announced as #21 on the National Chamber of Commerce list of top small cities to do business in.

Executive Session:

It was moved by Councilmember Francis, seconded by Councilmember Radford, to move into the Executive Session. The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(j) To consider labor contract matters authorized under Idaho Code Section 74-206(1)(a) and (b). The Executive Session will be held in the City Annex Conference Room. At the conclusion of the Executive Session the Council will not reconvene into Regular Council Meeting. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

There being no further business, the Council Meeting adjourned at 8:12 p.m.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Thursday, March 28, 2019, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 8:17 p.m.

March 28, 2019 - Unapproved

There were present:

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

Also present:

Pamela Alexander, Municipal Services Director
Ryan Tew, Human Resources Director
Michael Kirkham, Assistant City Attorney

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(j) To consider labor contract matters authorized under Idaho Code Section 74-206(1)(a) and (b).

There being no further business, the Executive Session concluded at 8:57 p.m.

CITY CLERK

MAYOR

March 30, 2019 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (2019/20 Budget Kick-off Workshop), Saturday, March 30, 2019, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 8:00 a.m.

Call to Order and Roll Call:

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

Also Present:

Ryan Tew, Human Resources Director
Bear Prairie, Idaho Falls Power General Manager
Chris Fredericksen, Public Works Director
Greg Weitzel, Parks and Recreation Director
Dave Hanneman, Fire Chief
Duane Nelson, Deputy Fire Chief
Rick Cloutier, Airport Director
Bill Squires, Police Captain
Kerry Beutler, Community Development Services Assistant Director
Robert Wright, Library Director
Pamela Alexander, Municipal Services Director
Josh Roos, Treasurer
Mark Hagedorn, Controller
Elise Saffle, Hillview Elementary Principle
Randy Fife, City Attorney
Harrison Smith, citizen

Mayor Casper called the meeting to order at 8:03 a.m. with the following agenda items:

In-service Presentation: “Compass Points”:

Ms. Saffle reviewed various leadership styles, in groups, suggesting possible ways to communicate during budget discussion.

The following was then presented with general discussion throughout: 20-year Historical Budget Overview (it was noted only 12-year historical data was presented due to lack of data available for 20 years); 2019-20 Funding Outlook; General Fund Overview; Wages and Benefits Overview; Statutory Levy Authority Limits; Applying Priority Based Budgeting (PBB); Budget Infrastructure Review; and, 2019-20 Budget Priorities (this included discussion of each departmental needs as per information provided by Municipal Services staff).

General discussion followed regarding Idaho Falls Fire Department overtime, a potential spray park, and “cost centers” for balancing money and allocation of fees versus tax costs.

There being no further business, the meeting adjourned at 4:30 p.m.

CITY CLERK

MAYOR

REGULAR

AGENDA:



MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: April 4, 2019

RE: Primary Stock Contract Agreement for Idaho's Oldest Rodeo, The War Bonnet Round Up

Mayor and City Council:

Attached for your consideration is the Primary Stock Contractor Agreement for Idaho's Oldest Rodeo, The War Bonnet Round Up. This one (1) year event agreement in the amount of \$62,100 for 2019 has been reviewed and approved by the City Attorney.

The purpose of the agreement is to secure a stock contractor that is required for the War Bonnet Round Up, a Professional Rodeo Cowboy's Association (PRCA) sanctioned event.

The amount in this agreement (\$62,100) is in compliance with the approved War Bonnet Round Up budget under the professional services line item 001-2709-521-4200 that currently has a balance of \$192,971.15. As of April 4, 2019 the Municipal Services Department has reported the cash is available to pay this contract.

This agreement comports with the Priority Based Budgeting (PBB) results by helping to make Idaho Falls a more livable community by providing fun, family entertainment to our city and surrounding areas, as well as helping with economic growth by providing increased revenue to area businesses.

The Department of Parks and Recreation respectfully requests approval and authorization for the Mayor and City Clerk to execute said agreement with Mo Betta Rodeo, Inc.

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

IDAHO'S OLDEST RODEO®



STOCK CONTRACTOR

AGREEMENT FOR PROFESSIONAL SERVICES FOR IDAHO'S OLDEST RODEO, THE WAR BONNET ROUND UP 2019 (hereinafter "Agreement") between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho (hereinafter "CITY") and Mo Betta Rodeo, Inc., (hereinafter "CONTRACTOR"), 45088 CS 2520, Apache, OK 73006.

WITNESSETH:

WHEREAS, the War Bonnet Round Up is Idaho's Oldest Rodeo; and

WHEREAS, Idaho's Oldest Rodeo, the War Bonnet Round Up is located in Idaho Falls, Idaho; and

WHEREAS, Idaho's Oldest Rodeo, the War Bonnet Round Up is a very important and well known regional event which offers rodeo entertainment at the highest professional level; and

WHEREAS, CITY has a long-standing commitment to develop Idaho's Oldest Rodeo, the War Bonnet Round Up into the premier rodeo event in Idaho; and

WHEREAS, Idaho's Oldest Rodeo, the War Bonnet Round Up is sanctioned by the Professional Rodeo Cowboys Association (PRCA); and

WHEREAS, CITY wishes to contract for stock contractor services for Idaho's Oldest Rodeo, the War Bonnet Round Up, which takes place July 31st, August 1, 2, and 3, 2019; and

WHEREAS, in order to make Idaho's Oldest Rodeo, the War Bonnet Round Up a continuing success, CITY's goal with those with whom it contracts is to maintain a successful and long-term relationship; and

WHEREAS, this Agreement memorializes the professional business relationship Idaho's Oldest Rodeo, the War Bonnet Round Up has enjoyed in years past with its contractors; and

WHEREAS, it is the desire of the parties that their relationship is mutually rewarding and stable; and

WHEREAS, CITY and CONTRACTOR intend to continue this relationship from year to year, as mutually agreed upon and as allowed by Idaho law.

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises and covenants contained herein, the parties, hereinafter referred to as CITY and CONTRACTOR agree that the following terms and conditions shall be binding upon the parties to this Agreement.

SECTION I: PARTIES

CONTRACTOR/CONTRACTOR

Mo Betta Rodeo, Inc.
c/o Maury Tate
45088 CS 2520
Apache, OK 73006
mobettarodeo@gmail.com
Cell phone (580) 512-1791
Office phone (580) 588-9222

CITY

City of Idaho Falls, Idaho
c/o Greg A. Weitzel, Director of Parks and
Recreation
520 Memorial Drive
Idaho Falls, ID 83402
GWeitzel@idahofallsidaho.gov
(208) 612-8480
Fax (208) 612-8179

SECTION II: SCOPE OF WORK AND PAYMENT

A. CONTRACTOR SERVICES. CONTRACTOR is to perform as the general CONTRACTOR/CONTRACTOR of Idaho's Oldest Rodeo, the War Bonnet Round Up 2019 performances and will bring all related livestock, personnel and equipment as needed by the CITY and the Director of the Parks and Recreation Department to produce Idaho's Oldest Rodeo, the War Bonnet Round Up 2019 as set out herein, for the three (3) PRCA performances on the scheduled dates and one (1) kickoff event that will include two (2) thirty (30) minute performances.

Professional production services shall include:

1. Professional production of performances, including scheduling of rodeo arena at Sandy Downs and of PRCA-approved personnel; and
2. Responsibility for assuring safe set-up of the rodeo arena with assistance of CITY personnel; and
3. Procurement of stock as set out herein and as approved by CITY, including provision of all horses, bulls, and fighting bulls, as needed by the CITY and the Director of the Parks and Recreation Department y for scheduled rodeo competition events at the rate of three hundred and fifty dollars (\$350 per out) for each head of such livestock used in Idaho's Oldest Rodeo, the War Bonnet Round Up 2019, including re-rides, on a "per out" basis.

Calves and steers shall be paid at the rate of forty-five dollars (\$45) per out, including re-rides. For purpose of payment, the number of "outs" shall be determined by the CONTRACTOR, in consultation with the Director of Parks and Recreation Department.

CONTRACTOR shall not be responsible for provision of livestock for specialty acts, mutton bustin, mini bulls, wild horse events, or for any individual rodeo competition participant. Payment of the total "per out" amount is included in, and not separate or in addition, to the total compensation due to CONTRACTOR in Paragraph II. D. of this Agreement; and

4. Hiring of and coordination of professional rodeo-related services, including but not limited to, two (2) pick-up men and one (1) chute boss; and
5. Attendance and promotion of Idaho's Oldest Rodeo, the War Bonnet Round Up 2019 at all media events including radio remotes, television, and newspaper appearances, as requested by Director of the Parks and Recreation Department.

CONTRACTOR agrees to arrive in Idaho Falls, Idaho, no later than one (1) week before the first rodeo performance date herein (i.e. no later than Tuesday, July 30, 2019) or as otherwise needed by the CITY and the Director of the Department of Parks and Recreation.

Upon arrival, CONTRACTOR agrees to make himself immediately available to meet designated representatives of the CITY. The purpose of CITY representative meeting is to review and plan all details of producing activities before and during Idaho's Oldest Rodeo, the War Bonnet Round Up 2019 performances.

CONTRACTOR also agrees to make himself and Mo Betta Rodeo staff available Tuesday, July 31st from 5 p.m. through 7 p.m. for rodeo rehearsal to review and practice the Emergency Action Plan (EAP) procedures to respond to injured competitors and livestock following PRCA regulations.

B. CONTRACTOR shall meet with CITY representatives and War Bonnet Round Up Board of Directors in Idaho Falls, at CITY's expense at least two (2) months prior to the scheduled performance. During this visit, CONTRACTOR shall, at CITY's discretion, meet with existing and new sponsors as needed, and shall help plan for the Idaho's Oldest Rodeo, the War Bonnet Round Up 2019 arena set up. CITY shall pay hotel and transportation accommodations for CONTRACTOR, for such meeting(s), as approved by CITY representatives on a reimbursement schedule, including mileage or flight reimbursement as approved by the Director of the Department of Parks and Recreation.

C. CITY SPECIAL OBLIGATIONS. CITY shall provide the following, at no expense to CONTRACTOR, maximum of six (6) king or queen-sized bed hotel rooms from Sunday, July 28th, 2019, through Sunday, August 3rd, 2019, in order to accommodate CONTRACTOR's personnel assisting in rodeo production operations.

D. PAY FOR PERFORMANCE. In exchange for the work performed in Sections II. A. and B. herein, CITY agrees to pay CONTRACTOR sixty-two thousand one hundred dollars (\$62,100) for three (3) days of rodeo performances which will be paid at the end of the performance on August 3, 2019. Payment for services will be as follows:

1. Forty-four thousand one hundred dollars (\$44,100) dollars for providing all rough stock, which includes six (6) re-rides per night; and

2. Nine thousand (\$9,000) for calves and steers needed for timed events, including Slack performance scheduled for 9 a.m., Friday, August 2nd; and

3. Four thousand (\$4,000) for freight and other travel expenses associated with delivering livestock; and

4. Five thousand (\$5,000) dollars for staff needed to produce rodeo, including two (2) pick up men, one (1) professional chute boss, and other back pen help; and

5. CITY agrees to pay any remaining balance for all agreed re-rides and additional calves and steers needed for performances and other expenses for all rodeo production services (adjusted pursuant to the "per outs" in III.A.3 of this Agreement) on or before August 30th, 2019, or as otherwise agreed to herein;.

CONTRACTOR should bear any other additional expenses not outlined above, including but not limited to, transportation, feed, boarding, lodging, etc.

SECTION III: INDEPENDENT CONTRACTOR

A. INDEPENDENT CONTRACTOR.

The contracting parties warrant by their signature that no employer/employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the parties hereto that CONTRACTOR is an independent contractor and as such

neither he nor his employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. CONTRACTOR ACKNOWLEDGEMENT.

CONTRACTOR acknowledges that he is an experienced Contractor, and that while performing his duties, he risks his life as well as serious and minor physical injury to himself. CONTRACTOR willingly assumes all risk of injury, death, or loss in the performance of CONTRACTOR's duties as a rodeo Contractor in this extremely dangerous and hazardous profession and further agrees to hold harmless Idaho's Oldest Rodeo, the War Bonnet Round Up 2019, and any and all stock contractors, CITY, and their officers, employees, directors, heirs and assigns, both as officers and individuals, from any and all claims or losses of any kind for injuries to CONTRACTOR, his equipment or damages to any of CONTRACTOR's property in connection with his participation, including all claims or losses arising from CONTRACTOR's coming and going to and from the rodeo grounds and all claims or losses arising from the performance of his duties as a Contractor and CONTRACTOR further assumes all risk of loss, injury, or damage to himself or his property in that regard.

CONTRACTOR, on behalf of himself and his agents, employees, and subcontractors waives any right of contribution against and shall indemnify, protect, defend, save, and hold harmless Idaho's Oldest Rodeo, the War Bonnet Round Up 2019, CITY and all their members, officers, directors, agents, employees, independent contractors, and insurers and anyone else acting for or on behalf of any of them (all of said parties are herein collectively referred to as "Indemnitees") from and against any and all liability, damage, loss, claims, demands, actions, and expenses, including but not limited to attorneys' fees, of any nature whatsoever that arise out of or are connected with or are claimed to arise out of or be connected with CONTRACTOR performance or related activities.

Without limiting the generality of the foregoing, the indemnification hereinabove set forth shall include all liability, damages, loss, claims, demands, and actions on account of personal injury, death, or property loss to any Indemnatee, any of Indemnatee's employees, agents, licensees, or invitees, or to any other persons, whether based on or claimed to be based on statutory contractual, tort, or other liability of CONTRACTOR or any other persons, without limiting the generality of the foregoing, the liability, damage, loss, claims, demands, and actions indemnified against shall include all liability, damage, loss, claims, demands and actions for trademark, or patent infringement, for unfair competition or infringement of any other so call "intangible" property right, for defamation, false arrest, malicious prosecution, or any other infringement of personal or property rights of any kind whatsoever or which arise out of failure of the Indemnities to discharge the duties specified herein. Any Indemnatee shall be entitled to recover all costs and expenses, including attorney fees, from CONTRACTOR, incurred by Indemnatee in requiring CONTRACTOR to abide by the terms of this provision. CONTRACTOR shall not be obligated to indemnify CITY for CITY's sole negligence.

C. TERMINATION OF AGREEMENT.

This Agreement may be terminated by CONTRACTOR upon one hundred eighty (180) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONTRACTOR. CITY may terminate this Agreement with ninety (90) days' notice without cause and without further liability to CONTRACTOR except as designated by this Section. In the event of termination, CONTRACTOR shall be paid for services performed to termination date, based upon the work completed. All work shall become the property of, and shall be surrendered to, CITY.

D. EXTENT OF AGREEMENT.

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

E. 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.

F. 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.

G. MODIFICATION AND ASSIGNABILITY OF AGREEMENT.

This Agreement contains the entire agreement between the parties concerning Idaho's Oldest Rodeo, the War Bonnet Round Up 2019 performance, 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.

CONTRACTOR may not subcontract or assign CONTRACTOR's 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.

H. 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.

I. CONFLICT OF INTEREST.

CONSULTANT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in Idaho's Oldest Rodeo, the War Bonnet Round Up which would conflict in any manner or degree with the performance of services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest.

Dated _____

Rebecca L. Noah Casper, Mayor

City of Idaho Falls

Dated 3-19-19

Maury Tate

Maury Tate

CONTRACTOR



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: April 3, 2019

RE: Bid IF-19-I, Addition to Fleet, Telehandler for Public Works

It is the recommendation of Municipal Services and Public Works Departments to piggyback the GSA Purchasing Schedule Contract #GS-30F-0018U, through the authorized dealer, Caterpillar Inc. of Peoria, Illinois and approve the purchase of one (1) new 2019 Caterpillar TH255C Telehandler in the amount of \$74,335.00. A telehandler is a construction vehicle used to lift items in the Water warehouse and pipe yard.

Funds to purchase the new Telehandler was budgeted as an addition to the fleet in the approved 2018/19 Public Works budget for \$62,000. The department has identified funds from the Water Fund, Well Maintenance and Operations Improvements budget line item to cover the budget overage of \$12,335.00. The purchase of the telehandler is relevant to the reliable public infrastructure and transportation community-oriented result.

Respectfully,

Pamela Alexander

Municipal Services Director



Idaho Falls
1200 Foote Dr Idaho Falls, ID 83402
208.552.2287

SOLD TO:

City Of Idaho Falls
PO Box 50220
Idaho Falls, ID 83405-0220

SHIP TO:

Office
PO Box 50220
Idaho Falls, ID 83405-0220

SALES AGREEMENT

AGREEMENT: Q000134652-1

AGREEMENT DATE: 3/14/2019

AGREEMENT EXPIRES: 4/11/2019

WAREHOUSE: Idaho Falls Machine Sales

CUSTOMER NO.: 4206800

CUSTOMER PO:

SALESMAN: Ben L Winder

Ben.Winder@wseco.com

ITEM DESCRIPTION

PRICE

2019 Caterpillar TH255C Telehandler S/N: TBD ID:E0045228

\$74,335.00

- Delivery Freight
- New Warranty - 12 mo 8,760 hrs - PREMIER

Notes

Before Tax Balance	\$74,335.00
Sales Tax	\$0.00
Trade Payoff	\$0.00
Downpayment	\$0.00
Net Due	\$74,335.00

Western States Equipment

City Of Idaho Falls

Order Received by _____

Approved and Accepted by _____

Title Salesman _____ Date _____

Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000134652-1

EQUIPMENT DETAILS

TH255C TH255C

3316271 GUARD, ROOF

4465255 LOADCHART, UNI CPLR, USA

4488563 BOOM BRUSH

4716261 MANUAL, OPER. MAINT. ENGLISH

4719833 TIRES, 14 X 17.5, FOAM

5069926 MIRROR, EXTERNAL

5088764 COUNTERWEIGHT

5088787 HITCH, RETRIEVAL

5092139 SEAT, FABRIC

5278588 HEADLINER, RADIO READY

5662930 PREPARATION PACK, AM-N

5666680 CAB, ENCLOSED WITH HEAT + AC

3509099 CARRIAGE, STANDARD 50"

0G0465 PACKING TH, COMPLETE MACHINE

5617233 TH255C TELEHANDLER CFG1

4447951 ENGINE BLOCK HEATER, 110V

4469669 ELECTRICAL CONFIG, ADSD-N PLUS

4700859 BELT, SEAT, 3"

4719829 FAN, ENGINE, VARIABLE

4721130 WORKLIGHTS, CAB MOUNTED

5086207 INSTRUCTIONS, ANSI

5088780 BATTERY, DISCONNECT SWITCH

5092124 LINES, REAR AUX, FLAT FACED

5094918 PRECLEANER, ENGINE BREATHER

5657339 FENDERS, SET OF FOUR

5663083 COUPLER, HYDRAULIC, UNIVERSAL

3235738 FORK, PALLET 2" X 4" X 48"

0G0469 TH255C NORTH AMERICAN ORDER

0P9003 LANE 3 ORDER

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

By: _____

Print Name: _____

Title: _____

Date: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

Print Name: _____

Title: Salesman _____

Date: _____



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
New Warranty - 12 mo 8,760 hrs & PREMIER				
OWNER's NAME City Of Idaho Falls			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE PO Box 50220 Idaho Falls, ID 83405-0220				
EXTENDED WARRANTY COVERAGE				
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (Initial)

OWNER/LESSEE SIGNATURE :

DATE:

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE :

DATE:

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)
Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDEWOWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURBR: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

☐ Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF
ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510					

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC,

Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print)
Nombre del Cliente (con letra de imprenta) City Of Idaho Falls

Dirección postal completa PO Box 50220 Idaho Falls, ID 83405-0220

Country
país USA

Delivery service on this machine has been completed, including the following items. Check () when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque () cada punto que complete.

- | | |
|--|--|
| <input type="checkbox"/> 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia. | <input type="checkbox"/> 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas. |
| <input type="checkbox"/> 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos | <input type="checkbox"/> 4. All items on Delivery Checklist have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03). |

User's Signature
Firma del usuario _____

Dir. Rep. Signature
Firma del representante
del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- ☐ Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- ☐ Make sure all necessary forms and literature are available.
- ☐ All decals are installed.
- ☐ All attachments are installed/available.
- ☐ Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- ☐ Explain Parts Book.
- ☐ Explain all warning labels on machine.
- ☐ Show location of all serial numbers on machine.

Lubrication and Maintenance.

- ☐ Explain Maintenance Guide.
- ☐ Instruct how to use lubrication and maintenance chart.
- ☐ Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- ☐ Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- ☐ Asegurese que hay disponibles todas las formas y folletos necesarios.
- ☐ Se han puesto todas las etiquetas.
- ☐ Todos los accesorios están instalados/disponibles.
- ☐ Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador):

- ☐ Explicar el Catálogo de Piezas.
- ☐ Explicar todos los rótulos de advertencia de la máquina.
- ☐ Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- ☐ Explicar la Guía de Conservación.
- ☐ Indicar cómo se utiliza el cuadro de lubricación y conservación.
- ☐ Mostrar todos los puntos de lubricación de la máquina y accesorios.



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, General Manager
DATE: April 4, 2019
RE: Billing Settlement with Bonneville Power Administration

Attached are two new agreements and two existing exhibit revisions to our power sales contract with the Bonneville Power Administration (BPA). These agreements and revisions are the result of a number of disputes that Idaho Falls Power (IFP) has been having with BPA over the past two years.

IFP had disputed two main issues. The first was the treatment of the Bulb Turbines and that transmission service should be provided under our BPA agreements including BPA's statutory requirements. IFP was successful in this argument and the transmission cost will now be paid by BPA under the terms of our transfer service. The second dispute is charges being directly assigned by BPA for the recovery of Energy Imbalance Market costs. IFP was successful on this argument also and BPA will be paying these going forward and refunding past payments made by IFP.

The first agreement is the overall Settlement Agreement, contract number 19PS-10097. This outlines the terms for the Imbalance charges and Transmission on the Bulbs now being paid for by BPA. This settlement also includes a refund, including back interest, for the monies paid by IFP prior to and during the dispute. This amount is in excess of \$578,000 dollars depending upon final interest accrual calculation.

The second agreement outlines the terms and conditions of how the Bulb Turbines will be treated for transmission service. The Transfer Service Support for the Bulb Turbines Agreement is attached contract number 19PX-10158. This contract binds BPA to provide transmission service for the Bulbs, consistent with other transfer customer resources.

The two exhibits attached are revisions to existing exhibits in in our BPA Power Sales Agreement. Exhibit D is for special products which is revised to comport with the new treatment of the Imbalance Charges and Transfer Support for the Bulb Turbines. Exhibit F is for the scheduling of energy that we receive from BPA. This was needed to be modified to also comport with the settlement terms and conditions.

The City Attorney and IFP staff has reviewed the agreements.

These agreements provide value to Idaho Falls Power and our communities' electric customers, therefore staff respectfully requests the Council approve the four documents and authorize the Mayor to execute them.

BP/314

Cc: City Clerk
City Attorney
File / Bear Prairie

SETTLEMENT AGREEMENT
executed by the
BONNEVILLE POWER ADMINISTRATION
and
THE CITY OF IDAHO FALLS DBA IDAHO FALLS POWER

Table of Contents

Section		Page
1.	Term	2
2.	Settlement of PacifiCorp Transmission Charges for the Bulb Turbines	2
3.	Settlement of EIM Uplift Charges	2
4.	Uninstructed and Instructed Imbalance Energy Charges	3
5.	Contract Changes	3
6.	EIM Cost Allocation Policy	3
7.	Provisions Incorporated by Reference	4
8.	Signatures	4

Exhibit A Settlement Amounts

This SETTLEMENT AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and THE CITY OF IDAHO FALLS DBA IDAHO FALLS POWER (Idaho Falls) a municipal corporation organized under the laws of the State of Idaho. BPA and Idaho Falls are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

BPA and Idaho Falls have had a number of disputes regarding which Party is responsible for pass-through charges and credits arising from the Energy Imbalance Market (EIM).

BPA and Idaho Falls have also disputed the cost responsibility for certain transmission charges for Idaho Falls’ Bulb Turbines. In April 2018, BPA issued a letter to the region outlining its decision to expand non-federal transfer service to the Bulb Turbines by paying the cost of the third party transmission provider’s transmission charge for the firm power of the Bulb Turbines applied by Idaho Falls to serve its Total Retail Load.

BPA and Idaho Falls intend to memorialize their agreement as to these matters by:
(1) resolving all current outstanding issues associated with the disputed EIM charges; and
(2) implementing BPA's April 2018 decision to pay for transmission costs associated with the Bulb Turbines.

Therefore, the Parties agree as follows:

1. TERM

This Agreement shall take effect on the date executed by both Parties (Effective Date).

2. SETTLEMENT OF PACIFICORP TRANSMISSION CHARGES FOR THE BULB TURBINES

Idaho Falls shall provide BPA with a breakdown of the Utah Associated Municipal Power Systems (UAMPS) transmission charges that Idaho Falls was assessed for the Bulb Turbines. BPA shall credit Idaho Falls for charges Idaho Falls paid UAMPS from May 1, 2018 through December 31, 2018. BPA shall credit Idaho Falls only for the transmission charges; BPA will not credit Idaho Falls for any ancillary service charges, penalties, or EIM-related charges.

The amounts BPA will credit Idaho Falls for such Bulb Turbines transmission charges are listed in section 1 of Exhibit A of this Agreement. BPA will reimburse Idaho Falls within ten business days from the Effective Date of this Agreement.

3. SETTLEMENT OF EIM UPLIFT CHARGES

For purposes of this Agreement, "EIM Uplift" shall mean any charges or credits associated with an EIM and allocated through measured demand by a Third Party Transmission Provider.

(a) Compensation for Prior EIM Uplift Charges

BPA shall reimburse Idaho Falls for all EIM Uplift charges assessed to Idaho Falls by BPA from August 2017 through the February 2019 billing period.

EIM Uplifts are, and have been, assessed in the form of either a charge or a credit to Idaho Falls. BPA will net these charges and credits against each other to calculate the amount to be reimbursed to Idaho Falls. If the net dollar amount of all EIM Uplift charge codes is greater than zero (*i.e.*, a charge to Idaho Falls), BPA shall reimburse Idaho Falls the netted amount. If, on the other hand, the netted amount is a negative value, (*i.e.*, a credit to Idaho Falls) Idaho Falls shall reimburse BPA the netted amount.

BPA will apply interest to the billed amount pursuant to section 16.5.3 of Regional Dialogue Contract No. 09PB-13056 (RD Contract) for the amount reimbursed to Idaho Falls.

The BPA reimbursement amounts for such EIM Uplift charges are listed in section 2 of Exhibit A of this Agreement. BPA will reimburse Idaho Falls within ten business days from the Effective Date of this Agreement. BPA will calculate the final reimbursement amount, including interest, on the day

of payment. On the day BPA issues such payment, BPA shall provide Idaho Falls with the completed table shown in section 2 of Exhibit A showing the interest, the final uplift amounts, and the total reimbursement amount that Idaho Falls received.

(b) **Suspension of Future EIM Uplift Charges**

Starting with the billing period following the Effective Date of this Agreement, BPA shall pay for all EIM Uplift charges and shall retain all EIM Uplift credits associated with Idaho Falls' load until BPA establishes a policy regarding treatment of EIM Uplift charges for BPA's transmission customers, as described in section 6 below.

4. UNINSTRUCTED AND INSTRUCTED IMBALANCE ENERGY CHARGES

(a) **Pass-Through Charges**

Starting with the January 2019 billing period and each month thereafter, BPA shall pass through to Idaho Falls the charges and credits assessed to BPA by PacifiCorp (or its successor) for Uninstructed Imbalance Energy (UIE) (charge code 64750), and Instructed Imbalance Energy (IIE) (charge codes 64600 and 64700)), or their successors, associated with BPA's portion of Idaho Falls' load and schedules associated with generating resources owned by Idaho Falls. Such pass through shall include any subsequent revisions to the amounts charged to BPA by PacifiCorp for UIE or IIE for Idaho Falls' load.

(b) **Previous UIE and IIE Charges**

BPA shall not pass through to Idaho Falls any charges or credits associated with UIE and IIE prior to the billing period identified in section 4(a) above.

5. CONTRACT CHANGES

As conditions precedent to payment under sections 2 and 3(a) above, the following contract actions must be executed:

(a) This Settlement Agreement;

(b) Transfer Service Support for the Bulb Turbines Agreement No. 19PX-10158 outlining the terms and conditions for transfer service provided by BPA Power Services for the Bulb Turbines;

(c) Exhibit D revision 6 to Idaho Falls' RD Contract; and

(d) Exhibit F revision 6 to Idaho Falls' RD Contract.

6. EIM COST ALLOCATION POLICY

At such time BPA develops a policy or rate allocation regarding the treatment of EIM charges and credits, including but not limited to EIM Uplift charges, for BPA's transmission customers, Idaho Falls agrees to pay all EIM or EIM-related charges consistent with such policy or rate allocation in lieu of the terms outlined in sections 3 and 4 above.

7. PROVISIONS INCORPORATED BY REFERENCE

The following provisions are incorporated by reference from Idaho Falls' RD Contract, as they may be amended or replaced:

- (a) section 16, Billing and Payment
- (b) section 22, Governing Law and Dispute Resolution
- (c) section 23.7, BPA Appropriations Refinancing
- (d) section 24.1, Amendments
- (e) section 24.3, Assignment
- (f) section 24.4, No Third-Party Beneficiaries
- (g) section 24.5, Waivers
- (h) section 24.6, BPA Policies.

8. SIGNATURES

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

CITY OF IDAHO FALLS DBA IDAHO
FALLS POWER

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____

By _____

Name _____
(Print/Type)

Name Garry R. Thompson
(Print/Type)

Title _____

Title Vice President Northwest
Requirements Marketing

Date _____

Date _____

(W:\power\CONTRACT\CUSTOMER\IDAHO FALLS\10097\Settlement Agmt\10097.docx) 04/08/19

Exhibit A
SETTLEMENT AMOUNTS

1. BULB TURBINES TRANSMISSION CHARGES AMOUNTS

Pursuant to section 2 of the body of this Agreement, BPA will credit Idaho Falls for the transmission charges amounts listed in the table below.

Bulb Turbines Transmission Charges Refund Amount			
Billing Month	PacifiCorp NT Charge	Bulbs Output at Peak (in megawatts)	Final Transmission Amount
May-18	\$2,669.08	21.660	\$57,812.27
Jun-18	\$2,668.41	22.970	\$61,293.38
Jul-18	\$2,668.41	20.050	\$53,501.62
Aug-18	\$2,668.41	21.220	\$56,623.66
Sep-18	\$2,668.41	16.910	\$45,122.81
Oct-18	\$2,668.41	17.400	\$46,430.33
Nov-18	\$2,668.41	12.490	\$33,328.44
Dec-18	\$2,668.41	8.070	\$21,534.07
Total Transmission Refund			\$375,647

2. EIM UPLIFT CHARGES AND INTEREST AMOUNTS

Pursuant to section 3(a) of the body of this Agreement, BPA will reimburse Idaho Falls for the EIM Uplift charges listed in the table below, with interest applied.

EIM Uplift Charges, Interest Applied, and Total Reimbursement Amount			
Invoice Date	Uplift Invoiced Amount	Interest	Final Uplift Amount
Aug-17	\$4,595		
Sep-17	\$8,742		
Oct-17	\$9,120		
Nov-17	\$25,845		
Dec-17	\$30,752		
Jan-18	\$53,248		
Feb-18	\$41,185		
Mar-18	\$2,822		
Apr-18	\$2,567		
May-18	\$20,697		
Jun-18	\$30,894		
Jul-18	\$28,626		
Aug-18	(\$14,182)		
Sep-18	\$5,133		
Oct-18	(\$7,596)		
Nov-18	\$1,982		
Dec-18	(\$4,695)		
Jan-19	(\$7,630)		
Feb-19	(\$28,504)		
Total Reimbursement Amount			To be determined on the date of payment

(W:\power\CONTRACT\CUSTOMER\IDAHO FALLS\10097\Settlement Agmt\10097 Exh A.docx) 04/04/19

**TRANSFER SERVICE SUPPORT FOR THE
BULB TURBINES AGREEMENT**
executed by the
BONNEVILLE POWER ADMINISTRATION
and
THE CITY OF IDAHO FALLS DBA IDAHO FALLS POWER

Table of Contents

Section		Page
1.	Term and Termination	2
2.	Definitions.....	2
3.	Transfer Service Support For The Bulb Turbines.....	3
4.	Parties' Payment Obligations	4
5.	Network Resource Characteristics.....	6
6.	Other Requirements of Idaho Falls and Limitation on the Bulb Turbines	6
7.	Duties of Cooperation.....	7
8.	General Provisions and Provisions Incorporated by Reference.....	7
9.	Notices and Contact Information.....	8
10.	Signatures	9

This TRANSFER SERVICE SUPPORT FOR THE BULB TURBINES AGREEMENT (Agreement) is entered into by and between the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and THE CITY OF IDAHO FALLS DBA IDAHO FALLS POWER (Idaho Falls) a municipal corporation organized under the laws of the State of Idaho. BPA and Idaho Falls are sometimes referred to individually as "Party" or collectively as "Parties."

RECITALS

Idaho Falls and BPA have executed Regional Dialogue Power Sales Agreement Contract No. 09PB-13056 (RD Agreement) pursuant to BPA's July 2007 Long-Term Regional Dialogue Policy (RD Policy), Regional Dialogue Record of Decision (RD ROD) and BPA's October 2008 Long-Term Regional Dialogue Contract Policy ROD (Contract Policy ROD).

BPA has established principles in Exhibit G of the RD Agreement and policies in the RD Policy and RD ROD and the Contract Policy ROD related to Transfer Service support for non-federal resources to serve a customer's Above Rate Period High Water Mark Load.

The policies in the RD Policy, RD ROD, and the Contract Policy ROD do not directly address BPA financial assistance to Transfer Service customers for the delivery of an Existing Resource that is used to serve a customer's Total Retail Load. BPA conducted a public comment period in March 2018 and issued a letter to the region on April 17, 2018, documenting its decision that BPA will expand Transfer Service support specifically to one of Idaho Falls' Existing Resources—the Bulb Turbines.

BPA and Idaho Falls enter into this Agreement having executed Settlement Agreement Contract No. 19PS-10097, which outlines the Parties' negotiated agreement on transmission for the Bulb Turbines and certain energy imbalance market charges.

The Parties agree:

1. TERM AND TERMINATION

- 1.1 This Agreement shall be effective upon execution by both Parties and shall continue in effect for the term of Idaho Falls' RD Agreement. All liabilities incurred hereunder shall be preserved until satisfied.
- 1.2 In the event that, during the term of the RD Agreement, Idaho Falls is served by a direct connection between its transmission or distribution facilities and the Federal Columbia River Transmission System (FCRTS) such that no Transfer Service is required to deliver the Bulb Turbines to Idaho Falls' Total Retail Load for the remainder of the term of the RD Agreement, this Agreement shall terminate upon notification by BPA.

2. DEFINITIONS

Any capitalized term used but not defined in this Agreement shall have the meaning as defined in the RD Agreement.

- 2.1 "Bulb Turbines" means Idaho Falls' Existing Resource listed in section 2 of Exhibit A of Idaho Falls' RD Agreement, which is comprised of four hydroelectric plants—the upper, city, lower, and old lower plants—located in and near the City of Idaho Falls, Bonneville County, Idaho.
- 2.2 "Existing Resource" shall have the meaning as defined in the RD Agreement.
- 2.3 "Last Transfer Segment" means the transmission and/or distribution facilities of the Third Party Transmission Provider that either (1) interconnect directly to Idaho Falls' transmission or distribution facilities or (2) interconnect to BPA transmission facilities that subsequently interconnect with Idaho Falls' transmission or distribution facilities.
- 2.4 "Network Resource" has the same meaning as in the current FERC pro forma OATT, or its successor.
- 2.5 "Open Access Transmission Tariff" or "OATT" means a transmission provider's transmission tariff that has been accepted by FERC and that FERC has ruled is consistent with or superior to FERC's pro forma OATT for

purposes of reciprocity, or that is substantially similar to FERC's pro forma OATT.

2.6 "Third Party Transmission Provider" means a transmission provider other than BPA that delivers power to Idaho Falls across the Last Transfer Segment.

2.7 "Transfer Service" means the transmission, distribution and other services provided by a Third Party Transmission Provider to deliver electric energy and capacity over its transmission system to Idaho Falls.

3. TRANSFER SERVICE SUPPORT FOR THE BULB TURBINES

The terms and conditions of this section 3 shall govern BPA's Transfer Service support for the Bulb Turbines, which Idaho Falls shall use to serve its Total Retail Load.

3.1 Obtaining Firm Transmission Service

BPA shall initiate the required actions to obtain firm transmission service from the Third Party Transmission Provider for the Bulb Turbines. The type of firm transmission obtained shall be determined by BPA. If BPA requests additional information to support BPA's efforts to secure firm transmission service for the Bulb Turbines, then Idaho Falls shall provide BPA with the requested information within ten Business Days of BPA's request. If the Third Party Transmission Provider requests additional information to support BPA's efforts to secure firm transmission service for the Bulb Turbines, then the Parties shall obtain and provide such information to the Third Party Transmission Provider within ten Business Days of the Third Party Transmission Provider's request.

If the Third Party Transmission Provider indicates that studies are, or construction may be, required to provide firm transmission service for Idaho Falls' Bulb Turbines, then BPA shall notify Idaho Falls of such additional studies or construction requirements pursuant to section 9 of this Agreement. If, based on such studies or construction, Idaho Falls chooses to withdraw its request, then Idaho Falls shall notify BPA within five Business Days of receiving notice from BPA of such requirements. If no notice of withdrawal is received, then BPA shall proceed with firm transmission service acquisition for Idaho Falls' Bulb Turbines. Idaho Falls shall reimburse BPA for all costs associated with obtaining firm transmission service under this section 3.1 that are assessed by the Third Party Transmission Provider consistent with section 4.1 below.

BPA shall use reasonable efforts to coordinate with Idaho Falls and the Third Party Transmission Provider to complete the firm transmission service acquisition process as described in this section 3.1.

3.2 Failure to Obtain Firm Transmission Service

If the Third Party Transmission Provider has not agreed to provide firm transmission services for the Bulb Turbines within the requested timeframe,

then BPA shall not be liable to Idaho Falls for any costs or penalties Idaho Falls may incur as a result of the failure to obtain firm transmission service. Further, BPA shall not be obligated to obtain Transfer Service for such resource.

Idaho Falls shall reimburse BPA for any costs assessed by the Third Party Transmission Provider regarding Idaho Falls' request for Transfer Service support, regardless of whether firm transmission service is obtained for Idaho Falls' Bulb Turbines.

4. PARTIES' PAYMENT OBLIGATIONS

Once firm transmission service for the Bulb Turbines has been obtained, the Parties shall be responsible for costs as follows:

4.1 Customer Obligation to Pay for Delivery of the Bulb Turbines to the Last Transfer Segment and Interconnection Costs

4.1.1 Idaho Falls shall be responsible for acquiring firm transmission service, and paying for all costs associated with such firm transmission service, necessary to deliver the Bulb Turbines to the Last Transfer Segment (delivered to the point of receipt on Third Party Transmission Provider's system). These costs include, but are not limited to, all costs related to transmission, ancillary service costs (including generation imbalance), and energy imbalance market (or its successor) costs.

4.1.2 Idaho Falls shall be responsible for all costs associated with interconnection of the Bulb Turbines, including any study or upgrade costs, such as system impact studies, facilities studies, interconnection studies, and any ongoing costs associated with the Idaho Falls' Bulb Turbines interconnection.

4.2 BPA Obligations

BPA shall pay the costs of Transfer Service over the Last Transfer Segment to deliver Idaho Falls' Bulb Turbines to Idaho Falls' Total Retail Load. Except as otherwise specified in this Agreement, BPA shall propose to recover the cost of the Transfer Services identified in this section 4.2 through generally applicable power or transmission rates.

4.3 Customer Obligation to Reimburse BPA

BPA shall charge and Idaho Falls shall reimburse BPA for the amounts that the Third Party Transmission Provider has charged to BPA, and that BPA has paid, for Transfer Service pursuant to this Agreement, for the following:

- (1) redispatch, congestion management, distribution and low-voltage delivery, and real power losses associated with the Bulb Turbines;
- (2) unless otherwise provided for in section 6.3 of Exhibit F of the RD Agreement, all Ancillary Services charges assessed to BPA (including

generation imbalance) except: (A) load regulation; (B) generation supplied reactive, and (C) operating reserves associated with load;

- (3) costs charged to BPA by the Third Party Transmission Provider for operating reserves associated with Idaho Falls' Bulb Turbines (rather than load);
- (4) study costs assessed to BPA necessary to provide firm transmission service for Idaho Falls' Bulb Turbines;
- (5) costs associated with the construction of or modifications to transmission or distribution facilities required for delivery of the Bulb Turbines, provided that such costs shall be assessed only to the extent consistent with the provisions of the Supplemental Direct Assignment Guidelines, as revised and adopted in the GRSPs;
- (6) other costs not specifically addressed in this section 4.3 related to the delivery of Idaho Falls' Bulb Turbines, except for charges for transmission at the tariff rate, load regulation, operating reserves associated with Idaho Falls' Total Retail Load and generation supplied reactive; and
- (7) any charges related to an energy imbalance market, as it may be amended or revised, and any other charges resulting from changes to markets or policies beyond BPA's obligations described in section 4.2 above.

4.4 Conditions Subsequent for BPA's Obligation to Pay Transfer Service
Notwithstanding the foregoing provisions of sections 4.3(1) through 4.3(7), if any of the following conditions in sections 4.4(1) through 4.4(3) below occur, then from that point on, BPA shall charge and Idaho Falls shall reimburse BPA for all costs that BPA incurs under section 4.2 of this Agreement:

- (1) Idaho Falls uses any portion of the total metered output of the Bulb Turbines for any purpose other than to serve its Total Retail Load, even if doing so is in accordance with section 3.5 or section 10 of the RD Agreement;
- (2) BPA undesignates the Bulb Turbines as a Network Resource because: (A) Idaho Falls requests such undesignation; or (B) BPA can no longer attest to the use of the Bulb Turbines as a Network Resource as described in section 5.2 below; or
- (3) Idaho Falls does not acquire firm transmission service from BPA Transmission Services for the Bulb Turbines.

5. NETWORK RESOURCE CHARACTERISTICS

5.1 General Description of the Bulb Turbines

The Bulb Turbines, listed in section 2.2.1(2) of Exhibit A of the RD Agreement, are a designated Network Resource under the BPA/PacifiCorp Network Agreement (Contract No. 13PX-10046) or its successor. The generation meter numbers for the Bulb Turbines are in Exhibit E of the RD Agreement.

5.2 Requirement that Idaho Falls Operate the Bulb Turbines as Network Resource

BPA is required to attest to PacifiCorp that the Bulb Turbines will be operated consistent with the requirements of a Network Resource pursuant to PacifiCorp's OATT. Because Idaho Falls, not BPA, owns and operates the Bulb Turbines, BPA can make that attestation so long as Idaho Falls assures BPA that Idaho Falls is operating the Bulb Turbines consistent with the Network Resource requirements. To that end, Idaho Falls agrees to the following:

- (1) to operate the Bulb Turbines consistent with the requirements of a Network Resource, as described in PacifiCorp's (or its successor's) OATT; and,
- (2) upon BPA's request, to provide written assurance to BPA that the requirements of PacifiCorp's OATT for a Network Resource are being followed.

If Idaho Falls fails to comply with either (1) or (2) of this section, then the charge and reimbursement provisions of section 4.4 of this Agreement will apply.

6. OTHER REQUIREMENTS OF IDAHO FALLS AND LIMITATION ON THE BULB TURBINES

6.1 Hourly Transfer Service Limit

Idaho Falls' hourly right to Transfer Service for the Bulb Turbines shall not exceed Idaho Falls' Total Retail Load on any hour.

6.2 Generation Metering Requirements

Idaho Falls shall ensure that the Bulb Turbines meet the metering requirements specified in section 15 of the RD Agreement.

6.3 Scheduling Requirements

Idaho Falls shall be responsible for managing the Bulb Turbines consistent with Exhibit F, Scheduling, of Idaho Falls' RD Agreement.

7. DUTIES OF COOPERATION

- 7.1 The Parties shall cooperate to establish the necessary protocols, provisions, and other arrangements that are reasonably necessary to manage any particular characteristic of Idaho Falls' Bulb Turbines.
- 7.2 The Parties shall cooperate to establish the necessary protocols, provisions, and other arrangements that are reasonably necessary to ensure that BPA is able to meet its obligations to the Third Party Transmission Provider as set out in the applicable transmission service contract.

8. GENERAL PROVISIONS AND PROVISIONS INCORPORATED BY REFERENCE

8.1 RD Agreement Provisions Incorporated by Reference

The following provisions are incorporated by reference from Idaho Falls' RD Agreement, as they may be amended or replaced:

- (1) section 6.4 (disputes over the Tiered Rate Methodology)
- (2) section 22, Governing Law and Dispute Resolution
- (3) section 23.7, BPA Appropriations Refinancing
- (4) section 24.1, Amendments
- (5) section 24.3, Assignment
- (6) section 24.4, No Third-Party Beneficiaries
- (7) section 24.5, Waivers
- (8) section 24.6, BPA Policies.

8.2 Billing and Payment

Any payments required by Idaho Falls pursuant to this Agreement, shall be billed and paid for in accordance with section 16, Billing and Payment of Idaho Falls' RD Agreement. Charges and costs that BPA passes through to Idaho Falls under this Agreement may be delayed by a month or more.

8.3 Information Exchange and Confidentiality

Upon request, each Party shall provide the other Party with any information that is necessary to administer this Agreement. Requests by either Party for expedited provision of information shall not be unreasonably denied.

Before Idaho Falls provides information to BPA that is confidential, or is otherwise subject to a privilege or nondisclosure, Idaho Falls shall clearly designate such information as confidential. BPA shall notify Idaho Falls as soon as practicable of any request received under the Freedom of Information

Act (FOIA), or under any other federal law or court or administrative order, for any confidential information. BPA shall only release such confidential information to comply with FOIA or if required by any other federal law or court or administrative order. BPA shall limit the use and dissemination of confidential information within BPA to employees who need it for purposes of administering this Agreement.

8.4 Order of Precedence

If there is a conflict between this Agreement and Idaho Falls' RD Agreement, the terms in Idaho Falls' RD Agreement shall prevail.

9. NOTICES AND CONTACT INFORMATION

Any notice required under this Agreement shall be provided in writing to the other Party in one of the following ways:

- (1) delivered in person;
- (2) by a nationally recognized delivery service with proof of receipt;
- (3) by United States Certified Mail with return receipt requested;
- (4) electronically, if both Parties have means to verify the electronic notice's origin, date, time of transmittal and receipt; or
- (5) by another method agreed to by the Parties.

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

If to Idaho Falls:

Idaho Falls Power
140 South Capital Avenue
P.O. Box 50220
Idaho Falls, ID 83405-0220
Attn: Bear Prairie
General Manager
Phone: 208-612-8429
FAX: 208-612-8435
E-Mail: BPrairie@ifpower.org

If to BPA:

Bonneville Power Administration
P.O. Box 640
Ronan, MT 59864
Attn: Mike Normandeau— PSE-Ronan
Account Executive
Phone: 406-676-2669
FAX: 406-676-2668
E-Mail: mrnormandeau@bpa.gov

10. SIGNATURES

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

CITY OF IDAHO FALLS DBA IDAHO
FALLS POWER

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____

By _____

Name _____
(Print/Type)

Name Michael R. Normandeau
(Print/Type)

Title _____

Title Account Executive

Date _____

Date _____

(W:\power\CONTRACT\CUSTOMER\IDAHO FALLS\10158\TSSA\10158.docx) 04/08/19

Revision No. 6, Exhibit D
ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS
Effective January 1, 2019

This revision: (1) corrects a section reference in the formula in section 3.1; (2) adds section 7 “Transfer Service Assistance for the Bulb Turbines”; (3) adds section 8 “Pass-Through Charges Under OATT Service”; and (4) revises and renumbers the “Revisions” and “Signatures” sections.

1. CF/CT AND NEW LARGE SINGLE LOADS

1.1 CF/CT Loads

Idaho Falls has no loads identified that were contracted for, or committed to (CF/CT), as of September 1, 1979, as defined in section 3(13)(A) of the Northwest Power Act.

1.2 Potential NLSLs

Idaho Falls has no identified potential NLSLs.

1.3 Existing NLSLs

Idaho Falls has no existing NLSLs.

2. RESOURCE SUPPORT SERVICES

RSS is only available to Idaho Falls to support renewable resources that are added after September 30, 2006 and are Specified Resources used to serve Total Retail Load. Idaho Falls’ purchase of RSS shall include those support services necessary and consistent with Idaho Falls’ Slice/Block purchase to convert the actual scheduled output from the resource being supported into a flat annual block.

2.1 BPA shall develop the RSS products to support applicable Specified Resources listed in section 2 of Exhibit A for the FY 2012 through FY 2014 Purchase Period and offer such as a revision to this exhibit by August 1, 2009 and by August 1 prior to each Notice Deadline thereafter. Prior to that date, BPA shall provide Idaho Falls a reasonable opportunity to provide input into the development of the products and the related contract provisions. By the November 1, 2009 Notice Deadline and each Notice Deadline thereafter, Idaho Falls shall notify BPA in writing of any RSS products it elects to buy from BPA under the terms of this Agreement and shall identify the applicable resource(s), for which it shall purchase the RSS product(s) for the upcoming Purchase Period. Such election shall be a binding commitment of both Parties. If Idaho Falls makes such election, the Parties shall revise this exhibit so that it incorporates the agreed changes to applicable provisions, including the applicable resource amounts, if known, by March 31, 2010 or by March 31 of the year following the Notice Deadline for future years. By September 30 of the last Rate Case Year prior to the first Rate Period when service begins, and by each applicable September 30 thereafter in accordance with the applicable incorporated contract language, BPA shall update the relevant tables included in the incorporated contract language with the applicable charges and any necessary updates to resource amounts.

2.2 If Idaho Falls adds a new Specified Resource within a Purchase Period to meet its obligations to serve Above-RHWM Load with Dedicated Resources, consistent with section 3.5.1 of the body of this Agreement, Idaho Falls may purchase DFS or FORS to support such resource. Idaho Falls shall request a copy of the then-current DFS or FORS standard contract provisions from BPA and shall notify BPA in writing by October 31 of a Rate Case Year that it elects to purchase DFS or FORS for the new Specified Resource under the terms stated in the then-current contract provisions and the terms of this section 2.2. Such election shall be a binding commitment of both Parties. The elected DFS or FORS will be effective at the start of the upcoming Rate Period. The duration of such purchase shall be for the remainder of the Purchase Period and for the following Purchase Period. If Idaho Falls makes such election, the Parties shall revise this exhibit by March 31 of the calendar year after Idaho Falls has given notice of its election. Such revision shall incorporate the agreed changes to applicable provisions, including the applicable resource amounts, if known. By September 30 of the last Rate Case Year prior to the first Rate Period when service begins, and by each applicable September 30 thereafter, in accordance with the applicable incorporated contract language, BPA shall update the relevant tables included in the incorporated contract language with the applicable charges and any necessary updates to resource amounts.

3. FINANCIAL CREDIT TO COMPENSATE FOR UNDELIVERED FIRM REQUIREMENTS POWER DUE TO LACK OF MARKET, TRANSMISSION OR BPA SCHEDULING ERROR

Except as provided in section 3.2 below, BPA shall provide Idaho Falls with a Financial Credit (Financial Credit) for any hour in which BPA is unable to deliver Firm Requirements Power to Idaho Falls' load due to (1) a lack of available power suppliers; (2) unavailability of transmission service to deliver the Firm Requirements Power; or (3) a BPA scheduling error. The Financial Credit shall be provided on Idaho Falls' bill on the next possible monthly billing cycle.

3.1 Calculation of Financial Credit

BPA shall calculate a Financial Credit as follows:

$$(\text{Power To Be Scheduled} - \text{Power Actually Scheduled}) \times \text{LAP} = \text{Financial Credit}$$

Where:

"Power To Be Scheduled" equals the hourly Slice Used for Load Service amount (as defined in Exhibit F, section 6.1) plus the hourly Scheduled Block Delivery amount (as defined in Exhibit F, section 6.2).

"Power Actually Scheduled" equals the hourly amount of energy actually scheduled by BPA to serve Idaho Falls' load.

"LAP" equals the hourly Load Aggregation Point (LAP) price for power applicable to Idaho Falls' load as determined pursuant to schedule 4 of PacifiCorp's OATT, or such successor rate or price.

3.2 No Financial Credit for Uncontrollable Forces

A Financial Credit shall not be provided to Idaho Falls if the inability of BPA to deliver energy to serve Idaho Falls' load is due to an Uncontrollable Force as defined in section 21 of this Agreement, including loop-flow.

3.3 Request for Adjustment in Index

Idaho Falls may request that BPA use a different price for power to calculate a Financial Credit by submitting a letter to BPA stating that Idaho Falls has been financially harmed by the use of the LAP. For purposes of this section 3.3, the term "financially harmed" occurs when the average price Idaho Falls pays to the Utah Associated Municipal Power Systems (UAMPS) for energy imbalance over a six month period is 15% greater than the average LAP price over the same period of time.

Idaho Falls will include in the letter a copy of the UAMPS price used over the six month period. BPA will review the request and will meet with Idaho Falls to determine whether to set a new pricing index to apply prospectively.

4. LIMITATIONS ON EXCHANGE OF EXISTING RESOURCES

4.1 Option on Full ASC Participation and Alternative Contract

BPA's 2008 Average System Cost (ASC) Methodology limits the loads and resource costs included in ASCs for consumer-owned utilities that sign a CHWM Contract. The TRM establishes a Tier 1 PF Exchange Rate for such consumer-owned utilities. Pursuant to section 12.2 of the body of this Agreement and section 20 of the Residential Purchase and Sale Agreement (RPSA), Idaho Falls is contractually precluded from seeking or receiving Residential Exchange Program (REP) benefits based on an ASC other than as provided for in Section IV(G) of the 2008 ASC Methodology or its successor.

BPA and Idaho Falls understand and acknowledge that this is the first time BPA has attempted to implement an REP with two different ASC cost structures and two differing levels of benefits, and that as a consequence, the implementation of the REP may be revised over time. Because of the contractual preclusions in the paragraph above and because a limited number of consumer-owned utilities with CHWM Contracts may participate in the REP, the intent of this section 4 is to provide limited protection to such consumer-owned utilities from future changes in the REP.

Any impact to Idaho Falls' access to REP benefits, pursuant to section 5(c) of the Northwest Power Act, as a result of an action taken by BPA as required by a statutory change or final judicial action shall not be considered an Action as provided in section 4.2 below, shall not be subject to the criteria provided in section 4.3 below, and shall not make available the option provided in section 4.4 below.

Absent the exercise by Idaho Falls of the option set forth in section 4.4 below, nothing in this section 4 is intended to alter the application of any provision of the ASC Methodology.

4.2 **Actions**

If BPA takes any of the following Actions and such Actions meet the criteria specified in section 4.3, then Idaho Falls may elect the option set forth in section 4.4 below.

Action 1. BPA adopts, in a final record of decision issued in a section 7(i) proceeding for a Rate Period, a Base Tier 1 PF Exchange Rate for customers with CHWM Contracts which is calculated in a manner that differs from the following:

$$\text{Base T1 PF Exchange Rate} = \frac{(\text{PFCosts} - \text{PFCredits}) - (\text{T2Costs} - \text{T2Credits})}{\text{PFLoad} - \text{T2Load}} + \text{TmnAddr}$$

Where:

Base T1 PF Exchange Rate is the Base Tier 1 PF Exchange rate prior to the final allocation of any rate protection costs arising from the section 7(b)(2) rate test, as determined in each 7(i) Process.

PFCosts are all costs allocated in a 7(i) Process to the Priority Firm rates when the Base PF Exchange rate is calculated (also known as the unbifurcated PF rate) and prior to any reflection of the tiering of the PF Preference rate.

PFCredits are all credits allocated in a 7(i) Process to the Priority Firm rates when the Base PF Exchange rate is calculated (also known as the unbifurcated PF rate) and prior to any reflection of the tiering of the PF Preference rate.

T2Costs are all costs allocated in a 7(i) Process to Tier 2 Cost Pools.

T2Credits are all credits allocated in a 7(i) Process to Tier 2 Cost Pools.

PFLoad is the BPA forecast of load used to determine the unbifurcated PF rate in a 7(i) Process.

T2Load is the BPA forecast of load used to determine Tier 2 Rates in a 7(i) Process.

TmnAddr is the same unit charge for transmission added to the Base PF Exchange rate.

The Tier 1 PF Exchange rate used to calculate Idaho Falls' REP benefits is the Base Tier 1 PF Exchange rate as modified by any Supplemental 7(b)(3) Rate Charge, as determined in each 7(i) Process and may be adjusted pursuant to the Supplemental 7(b)(3) Rate Charge Adjustment, any cost recovery adjustment clause, and any dividend

distribution clause, as determined to be applicable to the Tier 1 PF Exchange rate in a 7(i) Process.

Action 2. BPA adopts, in a final record of decision, policy or interpretation, a method of calculating Idaho Falls' ASC for a Fiscal Year(s) of an Exchange Period pursuant to BPA's 2008 ASC Methodology or its successor that differs from the following formula:

$$\text{RHW M ASC} = \frac{\text{Contract System Cost} - \text{NewRes\$}}{\text{Contract System Load} - \text{NewResMWh}}$$

Where:

RHW M ASC is the ASC for Idaho Falls for an Exchange Period, as defined by BPA's 2008 ASC Methodology.

Contract System Cost is as defined in BPA's 2008 ASC Methodology.

NewRes\$ is the forecast cost of resources (including purchased power contracts) used under this Agreement to serve Idaho Falls' Above-RHW M Load. Such resources are exclusive of Idaho Falls' Existing Resources for CHW Ms as specified in Attachment C, Column D, of the TRM, and exclusive of purchases of power at Tier 1 Rates from BPA. The costs included in NewRes\$ will be determined using a methodology similar to Appendix 1 Endnote d of BPA's 2008 ASC Methodology.

Contract System Load is as defined in BPA's 2008 ASC Methodology.

NewResMWh is the forecast generation from resources (including purchased power contracts) used under this agreement to serve Idaho Falls' Above-RHW M Load. Such resources are exclusive of Idaho Falls' Existing Resources for CHW Ms specified in Attachment C, Column D, of the TRM, and exclusive of purchases of power at Tier 1 Rates from BPA.

Action 3. BPA offers Idaho Falls an RPSA with an Exchange Load used to calculate Idaho Falls' REP benefits payments that differs from the following formula, or interprets such RPSA in a manner that differs from the following formula:

$$\text{Actual RHW M Exchange Load} = \text{RRL} \times \text{T1Pctg}$$

Where:

Actual RHW M Exchange Load is the monthly residential and small farm load of Idaho Falls used to calculate the actual monthly REP payments to Idaho Falls as specified in the RPSA.

RRL is Idaho Falls' actual total qualifying residential and small farm retail load for a month as specified in the RPSA.

$$\text{T1Pctg} = \frac{\text{T1MWh} + \text{ExistResMWh}}{\text{TRL} - \text{NLSL}}$$

Where:

T1Pctg is BPA's forecast percentage of Idaho Falls' load that is expected to be served by purchases of power at Tier 1 Rates from BPA and from Idaho Falls' Existing Resources for CHWM, and will be computed for each Fiscal Year of the applicable Rate Period. Such computation will be performed in the applicable RHWM Process for the Rate Period.

T1MWh is the amount of power at Tier 1 Rates BPA forecasts to be purchased by Idaho Falls from BPA in each Fiscal Year of a Rate Period as forecast in each RHWM Process for a Rate Period.

ExistResMWh is the specified output of Idaho Falls' Existing Resources for CHWM, as specified in Attachment C, Column D, of the TRM.

TRL is BPA's forecast of Idaho Falls' Total Retail Load in each Fiscal Year of a Rate Period as forecast in each RHWM Process for a Rate Period.

NLSL is BPA's forecast of Idaho Falls' New Large Single Loads in each Fiscal Year of a Rate Period as forecast in each RHWM Process for a Rate Period.

Action 4. BPA adopts a final record of decision, policy or interpretation that changes the terms of the TRM or the 2008 ASC Methodology applicable to REP participants with CHWM Contracts and such change is not encompassed in Actions 1-3, and such change meets the criteria in section 4.3 for application of the option in section 4.4.

4.3 **Criteria**

The option set forth in section 4.4 below is available to Idaho Falls if BPA has taken any of the Actions 1-4 set forth in section 4.2 and the Actions taken, when considered in combination with all BPA actions being undertaken at that time, result in a material reduction in the REP benefits of the class of REP participants with CHWM Contracts. A reduction shall not be "material" for purposes of this section 4.3 if such Action(s), when considered in combination with all BPA actions being undertaken at that time, are applied to the provisions applicable to all REP participants and produce the same or comparable effects on all REP participants, even if such Action(s) results in an otherwise material reduction in the REP benefits of the class of REP participants with CHWM Contracts.

4.4 **Option**

If Idaho Falls believes that BPA has taken any of the Actions 1 through 4 set forth in section 4.2 that satisfies the criteria for this option as set forth in section 4.3, and if BPA has provided a public comment process as part of BPA's decision process (for the relevant Action of Actions 1 through 4 set forth in

section 4.2) in which Idaho Falls has commented that BPA was proposing or about to take such Action, then Idaho Falls, within 30 calendar days of BPA taking such alleged Action(s), may provide written notice to BPA in accordance with section 20 of this Agreement requesting an alternative power sales contract without a CHWM. Upon receipt of such written notice, BPA shall review the request and, within 60 calendar days, issue a written statement regarding whether the criteria of section 4.3 have been satisfied.

- 4.4.1 If BPA believes the criteria of section 4.3 have not been satisfied, the dispute shall be resolved through the dispute resolution provisions in section 22 of this Agreement, provided, however, that the sole function of arbitration shall be to determine whether the criteria of section 4.3 have been satisfied, not the exclusive remedy of money damages set forth in section 22.4 of this Agreement. If the dispute resolution results in a final determination that the criteria of section 4.3 have been satisfied, BPA shall have 90 calendar days from the date of such final determination to take curative action to restore the REP benefits of the class of REP participants with CHWM Contracts to the level that would have existed had BPA not taken the Action(s) that resulted in the criteria of section 4.3 being satisfied; provided, however, that if BPA elects not to take such curative action within such 90 day period, BPA shall have 180 calendar days after the date of such determination to offer to Idaho Falls an alternative power sales contract without a CHWM.
- 4.4.2 If BPA determines that the criteria of section 4.3 have been satisfied, BPA shall have 90 calendar days from the date of such determination to take curative action to restore the REP benefits of the class of REP participants with CHWM Contracts to the level that would have existed had BPA not taken the Action(s) that resulted in the criteria of section 4.3 being satisfied; provided, however, that if BPA elects not to take such curative action, it shall have 180 calendar days after the date of such determination to offer to Idaho Falls an alternative power sales contract without a CHWM.
- 4.4.3 Such alternative power sales contract shall be for the same purchase obligation in section 3 of this Agreement that is in effect at the time the notice under this section 4.4 is provided to BPA. Idaho Falls acknowledges that the terms and conditions of such alternative power sales contract may vary from those contained in the CHWM Contract.
- 4.4.4 Idaho Falls shall notify BPA in accordance with section 20 no later than 60 calendar days after the date of its receipt of such alternative power sales contract whether it will terminate its CHWM Contract and execute such alternative power sales contract, or retain its CHWM Contract. If Idaho Falls fails to notify BPA within the 60-day period of its decision regarding its CHWM Contract, BPA's offer of the alternative power sales contract without a CHWM shall be withdrawn as of the 61st day and Idaho Falls will be conclusively presumed to have elected to retain its CHWM Contract.

- 4.4.5 If Idaho Falls provides BPA timely notice of its election to terminate its CHWM Contract and executes the alternative power sales contract, service under such alternative power sales contract shall not commence until the beginning of the Rate Period immediately following the Rate Period in which the alternative power sales contract is executed. Termination of Idaho Falls' CHWM Contract shall be effective at commencement of service under the alternative power sales contract.

5. CHARGES DUE TO REDUCED FY 2014 TIER 2 SHORT-TERM RATE PURCHASE AMOUNTS

Idaho Falls shall be liable for payment of any costs that apply as a result of Idaho Falls reducing the amount of Firm Requirements Power that Idaho Falls is obligated to purchase at the Tier 2 Short-Term Rate for FY 2014 as reflected in section 2.4 of Exhibit C. Such costs shall be those that BPA: (1) is obligated to pay and will not recover from Idaho Falls under Tier 2 Short-Term Rates as a result of this reduction, and (2) is unable to recover through other transactions. BPA shall determine such costs, if any, during the 7(i) Process to establish Priority Firm rates for the FY 2014 – FY 2015 Rate Period. If BPA determines that Idaho Falls owes for such costs, then Idaho Falls shall pay the entire amount to BPA in no more than 24 equal monthly payment amounts, starting the first month of the upcoming Rate Period. In no event shall BPA make any payment to Idaho Falls as a result of Idaho Falls reducing its amounts of Firm Requirements Power that Idaho Falls is obligated to purchase at Tier 2 Short-Term Rates.

6. STORAGE AND RETURN OF SLICE OUTPUT ENERGY

Idaho Falls shall enter into an agreement with UAMPS that permits UAMPS to receive and store, for later return, any hourly Slice Output Energy from Idaho Falls that exceeds Idaho Falls' Total Retail Load. This storage agreement shall provide that the hourly Slice Output Energy amounts stored are netted into a single MWh monthly total for return to Idaho Falls. The total stored Slice amount for a month will be scheduled back to Idaho Falls within three months. Idaho Falls agrees to provide BPA with a copy of the storage and return agreement with UAMPS. At BPA's request, Idaho Falls shall provide BPA an accounting at the end of each month of any Slice Output Energy stored and when such amounts were (or will be) returned to serve Idaho Falls' Total Retail Load.

7. TRANSFER SERVICE ASSISTANCE FOR THE BULB TURBINES

7.1. BPA's Agreement To Support Transfer Service for Bulb Turbines

BPA's 2007 Long-Term Regional Dialogue Final Policy, Regional Dialogue Record of Decision (RD ROD), and BPA's October 2008 Long-Term Regional Dialogue Contract Policy ROD do not directly address BPA financial assistance to Transfer Service customers for delivery of an Existing Resource that is used to serve a customer's Total Retail Load. BPA conducted a public comment period in March 2018 and issued a letter to the region on April 17, 2018, documenting its decision that BPA will expand Transfer Service support specifically to one of Idaho Falls' Existing Resources—the Bulb Turbines.

BPA and Idaho Falls have executed Contract No. 19PX-10158 to capture the terms and conditions of BPA's Transfer Service support for the Bulb Turbines. Additionally, BPA and Idaho Falls have entered into Settlement Agreement Contract No. 19PS-10097, which outlines the Parties' negotiated agreement on transmission for the Bulb Turbines and certain energy imbalance market charges.

7.2 Scheduling the Bulb Turbines and Applicable Rate(s)

7.2.1 BPA Schedules Bulb Turbines

If (1) the Bulb Turbines require an electronic tag for delivery to Idaho Falls' Total Retail Load pursuant to the terms and conditions in section 6.3 of Exhibit F and (2) if BPA creates the electronic tag, then BPA shall charge and Idaho Falls shall pay for BPA's scheduling service for the Bulb Turbines. Such services shall be charged under BPA's FPS rate schedule, or its successor, at a negotiated rate equal to the Transmission Scheduling Service (TSS)-Full rate, or its successor, established in BPA's applicable Wholesale Power Rate Schedules and GRSPs.

7.2.2 Idaho Falls or its Scheduling Agent Schedules Bulb Turbines

If (1) the Bulb Turbines require an electronic tag for delivery to Idaho Falls' Total Retail Load pursuant to the terms and conditions in section 6.3 of Exhibit F and (2) if Idaho Falls or its scheduling agent creates the electronic tag, then there will be no charge from BPA for scheduling the Bulb Turbines.

8. PASS-THROUGH CHARGES UNDER OATT SERVICE

8.1 Slice and Block

Except as otherwise provided for under section 3 of this exhibit, BPA will pass through to Idaho Falls all charges or credits from the Third Party Transmission Provider for Uninstructed Imbalance Energy (UIE) (CAISO charge code 64750 or its successor), Instructed Imbalance Energy (IIE) (CAISO charge codes 64600 and 64700 or their successors), redispatch, penalties, or unauthorized increase, associated with Idaho Falls' Slice and Block. Such pass through shall include any subsequent revisions to the amounts charged to BPA for UIE or IIE for Idaho Falls' load.

8.2 EIM Uplift Charges

BPA shall pay for all EIM uplift charges and shall retain all EIM uplift credits pursuant to Settlement Agreement Contract No. 19PS-10097.

8.3 The Bulb Turbines

BPA shall pass through all charges and credits for the Bulb Turbines to Idaho Falls pursuant to the Transfer Service Support for the Bulb Turbines Agreement Contract No. 19PX-10158.

8.4 Future Policy Governing EIM charges and Credits

At such time BPA develops a policy or rate allocation regarding the treatment of EIM charges and credits, including but not limited to EIM uplift charges, for BPA's transmission customers, Idaho Falls agrees to pay all EIM or EIM-related charges consistent with such policy or rate allocation in lieu of the terms outlined in sections 8.1 and 8.2 above.

9. REVISIONS

Except for revisions to section 1, CF/CT and New Large Single Loads for determinations made by BPA under section 23.3 of the body of the Agreement and section 1 of this Exhibit D, this exhibit shall be revised by mutual agreement of the Parties to reflect additional products Idaho Falls purchases during the term of this Agreement.

10. SIGNATURES

This revision may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this revision as of the last date indicated below.

CITY OF IDAHO FALLS DBA IDAHO
FALLS POWER

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____

By _____

Name _____
(Print/Type)

Name Michael R. Normandeau
(Print/Type)

Title _____

Title Account Executive

Date _____

Date _____

(W:\power\CONTRACT\CUSTOMER\IDAHO FALLS\13056 Slice\Exh D\13056 Exh D R 6.doc) 04/08/19

Revision No. 6, Exhibit F
SCHEDULING
Effective January 1, 2019

This revision modifies section 5 to acknowledge the special scheduling provisions for the Bulb Turbines and adds section 6.3 “Scheduling of Idaho Falls’ Bulb Turbines.” This revision also deletes section 6.2, which was left blank as a placeholder section, and rennumbers section 6.3.

1. SCHEDULING FEDERAL POWER

Idaho Falls shall be responsible for creating electronic tags for the portion of Idaho Falls’ Slice Output Energy that is not applied to Idaho Falls’ load from the Scheduling Points of Receipt to its ultimate destination. Idaho Falls agrees to provide copies of electronic tags to Power Services consistent with the requirements of this exhibit.

Idaho Falls shall be responsible for scheduling the portion of Idaho Falls’ Slice Output Energy that is applied to Idaho Falls’ load consistent with section 2.2 below and using the Integrated Scheduling Allocation After-the-Fact Calculation (ISAAC) Portal, or its successor. BPA shall be responsible for creating electronic tags associated with Idaho Falls’ Slice Output Energy that is applied to Idaho Falls’ load.

If any electronic tags are required for Idaho Falls’ Tier 1 Block Amounts and Tier 2 Block Amounts purchased under this Agreement, then BPA shall be responsible for creating such electronic tags.

Idaho Falls shall not be subject to Energy UAIs, Demand UAIs, or forfeiture penalties that result from BPA tagging errors.

In addition, scheduling and electronic tagging shall be performed in accordance with section 6 of this exhibit.

2. COORDINATION REQUIREMENTS

2.1 Hourly Tier 1 and Tier 2 Block Amounts

Consistent with section 4 of the body of the Agreement and sections 1.3 and 2.5 of Exhibit C, BPA shall determine Idaho Falls’ hourly Tier 1 Block Amounts and Tier 2 Block Amounts for all hours of the upcoming Fiscal Year and shall provide Idaho Falls with such amounts at least five Business Days prior to October 1 of each Fiscal Year.

2.2 Prescheduling

Except as otherwise stated in section 6 below, all preschedule electronic tags are due to Power Services in accordance with the parameters specified in section 4.3 of this exhibit.

2.3 Real-Time Scheduling

Idaho Falls shall coordinate any real-time changes to scheduled deliveries to load served by federal power consistent with section 6 of this exhibit.

2.4 After the Fact

Power Services and Idaho Falls agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first 10 calendar days of the next month). Power Services and Idaho Falls shall verify all transactions per this Agreement, as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

3. SLICE OUTPUT ENERGY SCHEDULING REQUIREMENTS

- 3.1 Schedule submissions to Power Services will primarily be via Power Services approved electronic methods, which may include specific interfaces. However, other Power Services' agreed-upon submission methods (verbal, fax, etc.) are acceptable if electronic systems are temporarily not available. Transmission scheduling arrangements are handled under separate agreements/provisions with the designated transmission provider, and may not necessarily be the same requirements as Power Services' scheduling arrangements.
- 3.2 Schedules of Slice Output Energy submitted to Power Services by Idaho Falls shall comply with Delivery Limits established in the Slice Computer Application.
- 3.3 The timeline within which Power Services shall approve or deny Idaho Falls' Delivery Requests, as represented by Idaho Falls' electronic tags, shall conform to Power Services' then current preschedule and real-time scheduling guidelines as specified in section 4 of this exhibit.
- 3.3.1 For the purpose of approving requests for deliveries of Slice Output Energy, Power Services shall approve electronic tags, as described in section 3.3.2 below, that Idaho Falls submits to Power Services consistent with section 3.2 above prior to the applicable Power Services scheduling deadline, as specified in section 4 of this exhibit.
- 3.3.2 Electronic tags submitted to Power Services shall: (1) identify BPA as the generation providing entity, (2) identify Idaho Falls as first downstream purchasing-selling entity, (3) identify hourly energy amounts in MWh, and (4) maintain all data consistent with applicable industry standards.
- 3.3.3 Power Services shall have the sole discretion to accept or deny electronic tags that Idaho Falls submits to Power Services after the applicable Power Services' scheduling deadline set forth in section 4 of this exhibit, regardless of the reason for the late submission, and regardless of submission method (electronic, verbal, fax, etc.).
- 3.3.4 Changes to tagged energy amounts required by the Balancing Authority for maintaining system reliability, as determined by the responsible Balancing Authority, shall be implemented by Power

Services and Idaho Falls at the time of such notification by the Balancing Authority.

- 3.4 Idaho Falls shall be responsible for verifying the sum of its hourly tagged and non-tagged (e.g., transmission loss schedules, etc., that are not tagged) energy amounts is equal to its Delivery Request, as described in section 7 of Exhibit M, for each Scheduling Hour.
 - 3.4.1 Idaho Falls shall have the right to submit adjusted Customer Inputs to Power Services, pursuant to section 4.1 of this exhibit, in order to alter the associated Simulated Output Energy Schedules within established Delivery Limits, such that Idaho Falls' Delivery Request is made equal to the sum of its tagged and non-tagged energy amounts for each Scheduling Hour.
 - 3.4.2 For each Scheduling Hour, the amount Idaho Falls' hourly tagged and non-tagged energy amount is in excess of its Delivery Request shall be subject to the UAI Charge for energy, and the amount Idaho Falls' hourly tagged and non-tagged energy amount is less than its Delivery Request shall be forfeited except as provided in section 3 of Exhibit D.
 - 3.4.3 Electronic tag and Delivery Request mismatches that result from (1) Balancing Authority reliability required actions which are implemented by the Balancing Authority less than 30 minutes prior to the start of the Scheduling Hour in which the mismatch occurs, or (2) BPA over or under-tagging the amount of Slice Output Energy Idaho Falls has requested for load service, per section 1 of this exhibit, shall not be subject to penalty.

4. SCHEDULING DEADLINES

- 4.1 **Customer Input and BOS Flex Submission Deadline**

Idaho Falls shall have until 15 minutes prior to the start of each Scheduling Hour to submit revised Customer Inputs and BOS Flex requests to Power Services in order to affect the associated Delivery Request for each such Scheduling Hour. Power Services shall have the sole discretion to reject for any reason Idaho Falls' Customer Inputs and BOS Flex requests associated with the upcoming Scheduling Hour that are submitted to Power Services after 15 minutes prior to the start of each such Scheduling Hour.
- 4.2 **Real-Time Electronic Tag Submission Deadline**

Power Services shall approve electronic tags, as described in section 3.3.2 of this exhibit, that are consistent with section 3.2 of this exhibit and submitted to Power Services by Idaho Falls prior to the Power Services' scheduling deadline, which is 30 minutes prior to the start of each Scheduling Hour.
- 4.3 **Preschedule Electronic Tag Submissions**

Unless otherwise mutually agreed, all Idaho Falls preschedule electronic tags will be submitted to Power Services according to NERC instructions and

deadlines for electronic tagging, as specified or modified by the Balancing Authority and WECC.

5. SCHEDULING OF DEDICATED RESOURCES

Except as otherwise stated in section 6 below, no later than 10 days following the end of each month, Idaho Falls agrees that it will electronically copy Power Services on all electronic tags that were created or modified during the previous month in association with the delivery of Idaho Falls' Dedicated Resources, if any, listed in sections 2, 3, and 4 of Exhibit A.

6. SPECIAL SCHEDULING PROVISIONS FOR TRANSFER CUSTOMERS

Idaho Falls shall submit all forecasts in this section 6 using the ISAAC Portal, or its successor.

6.1 Scheduling Slice Used for Load Service

6.1.1 For the portion of Idaho Falls' load that is served outside the BPA Balancing Authority Area by Slice Output Energy, Idaho Falls shall submit an hourly forecast to BPA by 0900 Pacific Prevailing Time on the preschedule day, as specified by WECC. For purposes of this section 6, such submitted load forecast will be referred to as the "Slice Used for Load Service" amount.

6.1.2 Idaho Falls may submit real-time changes to its Slice Used for Load Service amount no later than 30 minutes prior to the hour of delivery.

6.1.3 BPA shall create and update electronic tags for the Slice Used for Load Service amounts.

6.2 Scheduling of Block Product Amounts

6.2.1 The "Scheduled Block Delivery" amount shall be the hourly Block Product amount, as calculated by BPA consistent with Exhibit C.

6.2.2 For days on which prescheduling occurs, BPA shall create electronic tags for the preschedule Scheduled Block Delivery amounts.

6.3 Scheduling of Idaho Falls' Bulb Turbines

The following sections 6.3.1 through 6.3.5 shall only be applicable if: (1) an electronic tag is required for scheduling the Bulb Turbines to Idaho Falls' Total Retail Load and (2) if BPA is creating the electronic tags. If Idaho Falls (or its scheduling agent) is creating the electronic tags, then the Parties will revise this section 6.3 to ensure Idaho Falls (or its scheduling agent) includes BPA on all electronic tags sourced out of the Bulb Turbines. The Parties will coordinate on the timing to implement such scheduling.

6.3.1 For the portion of Idaho Falls' load that is served by the Bulb Turbines, Idaho Falls shall submit an hourly forecast to BPA by 0900 Pacific Prevailing Time on the preschedule day, as specified by

WECC. For purposes of this section 6.3, such submitted load forecast will be referred to as the “Bulb Turbines Amount”.

- 6.3.2 Idaho Falls may submit real-time changes to its Bulb Turbines Amount no later than 45 minutes prior to the hour of delivery.
- 6.3.3 BPA shall create and update electronic tags for the Bulb Turbines Amounts.
- 6.3.4 The Parties shall revise this exhibit to address how the Parties will address deviations between the scheduled Bulb Turbines amounts for an hour and the actual generation produced across such hour.
- 6.3.5 For the scheduling services BPA provides under sections 6.3.1, 6.3.2 and 6.3.3 above, Idaho Falls shall be subject to the applicable rate in section 7.2.1 of Exhibit D of this Agreement.

6.4 If the Network Integration Transmission Service Agreement between BPA and PacifiCorp, Service Agreement No.747, expires, terminates, or otherwise is no longer applicable, then BPA may replace or revise this section 6 with provisions that are compatible with the service agreement or arrangements between BPA and the Third-Party Transmission Provider.

7. SPECIAL SCHEDULING PROVISIONS FOR RSS

Because scheduling provisions for RSS for Slice/Block customers served by Transfer Service will be specific to the resource and situation, BPA shall add such provisions after an RSS election is made.

8. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to implement changes that BPA determines are necessary to allow it to meet its power scheduling obligations under this Agreement, or
- (2) to comply with the prevailing industry practice and requirements, currently set by WECC, NAESB, or NERC, or their successors or assigns.

BPA shall provide a draft of any material revisions of this exhibit to Idaho Falls, with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to Idaho Falls unless, in BPA’s sole judgment, less notice is necessary to comply with an emergency change to the requirements of the WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Bear Prairie, General Manager
DATE: April 5, 2019
RE: Power Pole Retrofit Reimbursement Agreement

Attached is an agreement between Utah Associated Municipal Power Systems (UAMPS) and Idaho Falls Power (IFP) for the reimbursement for retrofitting a number of our power poles for avian protection. UAMPS under conditions by the U.S. Fish and Wildlife Service is required to procure mitigation measures that protect eagles. This procurement by UAMPS is for mitigating avian impacts from the Horse Butte Wind project located east of Idaho Falls.

IFP under the terms of this agreement will retrofit certain power poles around our system and UAMPS will reimburse IFP for the complete costs of the work. IFP will also be required to monitor, maintain and repair as needed the sites for a period not to exceed 30 years. These costs will also be reimbursed under the terms of the agreement.

The City Attorney and IFP staff has reviewed the agreement.

The Power Pole Retrofit Reimbursement Agreement provides value to IFP and our communities' electric customers, therefore staff respectfully requests the Council approve and authorize the Mayor to execute the agreement.

BP/315

Cc: City Clerk
City Attorney
File / Bear Prairie

**POWER POLE RETROFIT REIMBURSEMENT AGREEMENT
BY AND BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
IDAHO FALLS POWER**

THIS POWER POLE RETROFIT REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of the ____ day of _____, 2019, by and between **UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS**, a political subdivision of the State of Utah (“UAMPS”), and **IDAHO FALLS POWER**, a municipal corporation and a political subdivision organized under the laws of the State of Idaho (“IFP”). UAMPS and the IFP are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party.”

RECITALS:

WHEREAS, UAMPS is a Utah electric service interlocal entity and is organized to provide electric generation, transmission and related services to its members which consist of various cities, towns, districts and other public agencies in the states of Utah, Arizona, California, Idaho, Nevada, New Mexico and Wyoming;

WHEREAS, IFP is a municipal electric utility company engaged in providing electric service to its customers in and around Idaho Falls, Idaho;

WHEREAS, UAMPS is pursuing mitigation projects for potential bald and golden eagle fatalities at its Horse Butte Wind Farm located outside of Ammon, Idaho and UAMPS pursuant to programmatic bald and golden eagle take permit number MB92669A-0 issued February 7, 2019 from the U.S. Fish & Wildlife Service to UAMPS; and

WHEREAS, UAMPS is seeking to pay the costs for IFP to retrofit, certain power poles and infrastructure owned by IFP as mitigation for potential bald and golden eagle fatalities in connection with the Horse Butte Wind Farm. IFP has agreed to retrofit certain power poles at the cost and expense of UAMPS, as provided with more specificity in this Agreement.

NOW, THEREFORE, in consideration of the promises, terms, and consideration set forth herein, the adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

1. Identifying Poles to be Retrofitted. Upon written request from UAMPS, IFP will provide to UAMPS a list of distribution or transmission poles within IFP’s electrical system that have been surveyed or will provide a list of distribution or transmission poles within IFP’s electric system to be surveyed and that, as determined by IFP need to be retrofitted for consistency with the Avian Power Line Interaction Committee (“APLIC”) guidance (*Suggested Practices for Avian Protection on Power Lines: The State*

of the Art in 2006) and for which IFP will retrofit at UAMPS cost and expense pursuant to this Agreement. The survey methods used to determine which poles will be subject to retrofitting by IFP have been identified by IFP in its avian protection plan that has been approved by the U.S. Fish and Wildlife Service.

2. Approval by UAMPS of Poles to be Retrofitted. Based upon the list provided by IFP as described in Paragraph 1, UAMPS will determine which poles identified in that list it believes will qualify for mitigation. UAMPS will then provide IFP with a list of those poles (“Candidate Poles”) for that it may cause to be retrofitted under this Agreement.

3. Retrofit Work Cost Estimate and Schedule. Within sixty (60) days after receipt of UAMPS’ list of the Candidate Poles, IFP shall provide to UAMPS: a) a description of the retrofit work to be performed on each pole within the identified line segment; b) a cost estimate for the retrofit work with a not-to-exceed cap; and c) a schedule for completing the retrofit work. UAMPS shall then determine which, if any, Candidate Poles it will pay IFP to retrofit and shall provide written notice and agreement to pay for the retrofit work and pay the amount estimated cost of completing the retrofit work subject to an acceptable work schedule.

4. Performance of the Retrofit Work. IFP shall, within a reasonable period of time after notice, perform, or cause to be performed the retrofit work on the lines identified in the notice provided in Paragraph 3. The retrofit work will be completed in accordance with APLIC guidance, IFP standards and all applicable laws and regulations.

5. Completion of Retrofit Work. Upon completion of the retrofit work, IFP shall submit written verification that the retrofit work was completed. The form of the written verification shall contain such information as may be necessary for UAMPS to verify with federal or state governing agencies that the work was completed.

6. Reimbursement of IFP for Retrofit Work. IFP’s reimbursable costs shall include IFP’s cost of performing or causing to be performed, the surveys for the poles to be retrofitted and the actual retrofit work, which costs shall include all costs, charges, and expenses incurred by IFP in the design, construction, installation, modification, testing, reasonable internal costs, overheads, expenses, and supplies, as determined by IFP’s accounting system. In the event that the cost of performing the retrofit work was less than the amount estimated and previously paid by UAMPS, IFP shall reimburse the difference and conversely, if the amount exceeds the amount of the estimate IFP shall invoice UAMPS for the difference which amount shall be paid within thirty (30) days of the date of invoice, subject to the not-to-exceed cap set forth in the cost-estimate provided by IFP pursuant to Section 3 above.

7. Operation and Maintenance by IFP for Retrofitted Poles. Approximately one year after the completion of the retrofit work, IFP will survey the line and will perform any corrective work to repair or replace any applicable equipment that failed after being installed. In addition, IFP a subset of retrofitted poles will be inspected every five years to

evaluate long-term effectiveness. IFP shall invoice UAMPS for the cost of performing the survey and any corrective work that is performed which invoice shall be paid within thirty (30) days after receipt. Long-term maintenance of retrofitted structures will be done as part of IFP's normal operations and maintenance activities. UAMPS' responsibility to pay for these costs described in this section shall be for a period of no longer than thirty (30) years from the date a pole is initially retrofitted.

8. Notice. All notices, payments and other communications which are required or may be given pursuant to this Agreement must be given in writing and delivered, or by registered or certified mail, postage prepaid, or email as follows:

If to IFP:

Bear Prairie
P. O. Box 50220
Idaho Falls, ID 83405-0220
bprairie@ifpower.org
(208) 612-8429

If to UAMPS:

Nathan Hardy
155 N 400 West, Suite 480
Salt Lake City, UT 84103
nate@uamps.com
(801)214-6421

9. Relationship. Nothing in this Agreement shall grant to any Party the right to make commitments of any kind for or on behalf of the other Party without, expressly including commitments to any state or federal agency regarding the use or operation of the power poles and related facilities in connection with any requirements or benefits that UAMPS may qualify for or obtain in connection with its mitigation efforts. This Agreement is not intended to constitute, create, give effect, or otherwise recognize a joint venture, partnership or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein.

10. Confidentiality. UAMPS shall maintain confidential any documents, data, reports, or methodology that IFP marks as confidential and proprietary. Any documentation provided to UAMPS, whether marked as confidential and proprietary or not may only be used by UAMPS for to fulfill the purposes of this Agreement and for no other purpose. If any documents that are marked as confidential and proprietary are provided to the U.S. Fish and Wildlife Service or the purpose of obtaining authorization for mitigation efforts, UAMPS shall: provide such documents under the confidentiality terms provided herein and shall notify IFP that such document or data have been provided to a third party.

11. Limitation of Liability Between Parties. UAMPS shall be solely responsible for determination regarding whether the retrofit work performed under this Agreement or the subsequent use and operation of IFP facilities by IFP in its normal course of utility operations qualifies for mitigation or any other requirements or benefits that UAMPS may seek by paying for the retrofit work to be performed. Furthermore, after the poles and equipment have been retrofitted, IFP shall have no subsequent duty to UAMPS or any express or implied duty to any state or federal agency regarding the manner in which the poles are operated and maintained. IFP intends to operate and maintain the poles and equipment retrofitted under this Agreement consistent with, in its sole discretion, the operation and maintenance of its facilities generally. As partial consideration for the performance of this Agreement, UAMPS agrees to indemnify and defend IFP from and against any cause of action arising under or out of this Agreement, including any causes of actions, claims, or demands regarding the sufficiency of the retrofit work to qualify as mitigation or any order or demand that further work, monitoring or other actions are required in connection with the use of this Agreement or the work performed under this Agreement as mitigation, or any additional work that may be required to qualify as mitigation.

12. Attorney Fees. The prevailing Party in any arbitration or litigation undertaken in connection with any interpretation, breach or default of this Agreement shall be entitled to be reimbursed by the losing Party for its reasonable costs, expenses, and attorney fees actually incurred, including without limitation such costs, expenses, and attorney fees as may be incurred on appeal, in any probate or bankruptcy proceeding, and in any petition for review.

13. Governing Law. The validity, construction and enforcement of this Agreement and the determination of the rights and duties of the Parties shall be governed by the laws of the State of Utah.

14. Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties concerning the subject matter hereof. This Agreement may not be modified or amended, except by writing signed by all Parties hereto. This Agreement shall be effective as to each Party on the date signed by the Party.

15. Authority of Signatories. Each individual who executes this Agreement by and through his/her signature represents that he/she is fully authorized and capable to enter into the terms and conditions hereof and that he/she executes this Agreement on behalf of his/ her respective Party and thereby binds his or her Party to all obligations imposed by this Agreement on all Parties.

16. No Waiver, Termination or Discharge. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon any Party unless confirmed in writing and signed by the waiving Party. No waiver by a Party of any term or provision of this Agreement or of any default hereunder shall affect the Party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

17. Assignment. Neither Party may assign any right or benefit obtained through the execution of this Agreement, in whole or in part, without the prior written consent of the other Party, and any attempt to so assign or transfer which is not in accordance herewith shall be null and void and of no force or effect.

18. Successors and Assigns. This Agreement shall be binding on the Parties and their successors and permitted assigns.

19. Severability. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof and, accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provisions had not been contained herein.

20. Term. The term of this Agreement shall be for a period of five (5) years from the Effective Date, unless sooner terminated in writing signed by all Parties. Notwithstanding the foregoing, the Parties' obligation with respect to operations and maintenance of the retrofitted poles will survive pursuant to Section 7 of this Agreement.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original.

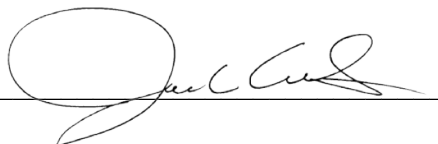
22. Jury Waiver. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

IDAHO FALLS POWER

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By: _____

By:  _____

Its: _____

Its: Manager of Corporate and Member Relations

Date: _____

Date: April 8, 2019



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brad Cramer, Community Development Services Director


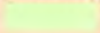

















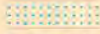





DATE: Thursday, April 4, 2019

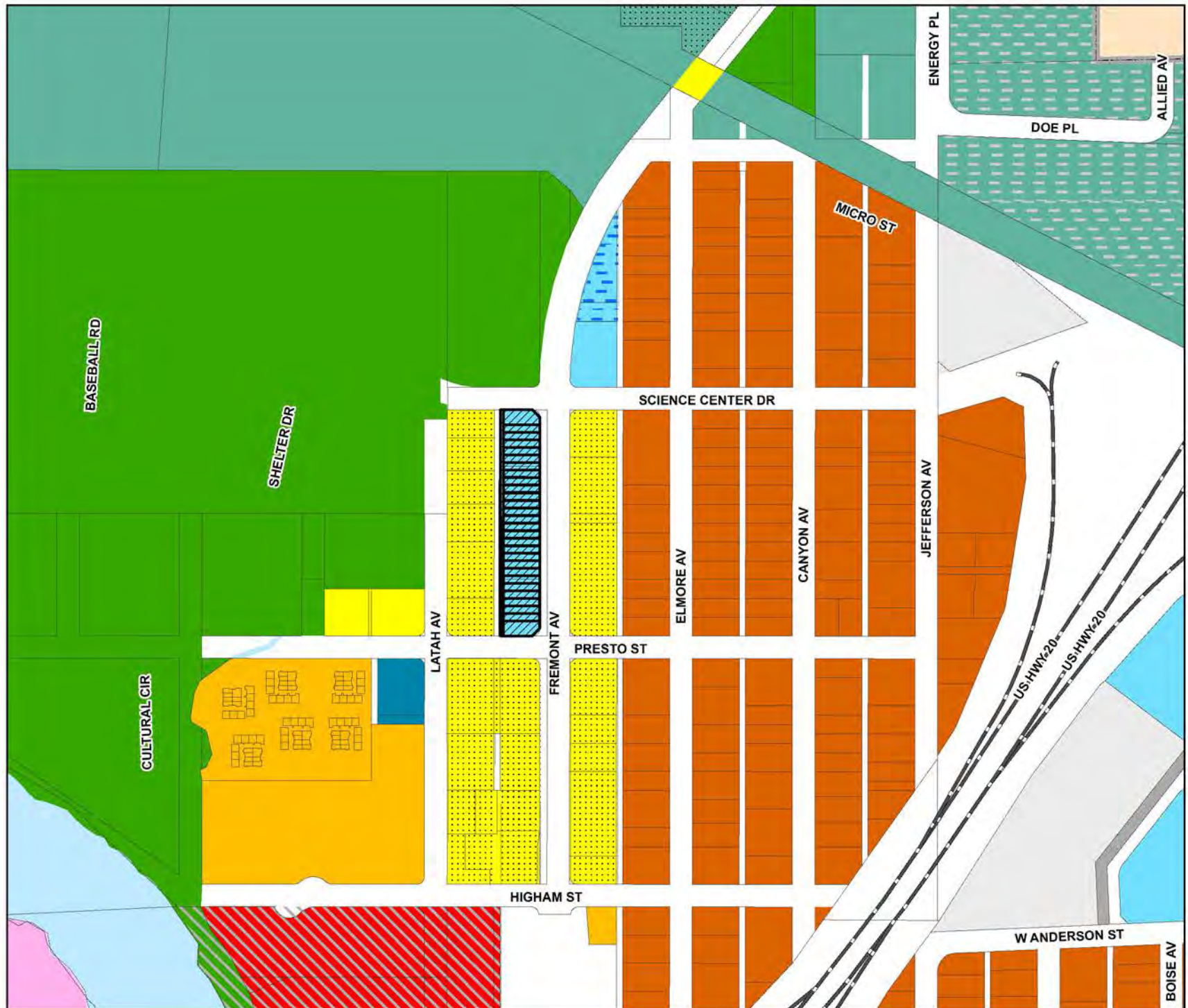
RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fremont Avenue Subdivision, 1st Amended

Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fremont Avenue Subdivision, 1st Amended. The Planning and Zoning Commission considered this item at its February 5, 2019 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity Map
 Aerial Photo
 Final Plat
 Staff Report, February 5, 2019
 P&Z Minutes, February 5, 2019
 Development Agreement
 Reasoned Statement 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

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





Science Center Dr

Science Center Dr

Shelter Dr

Presto St

Latah Ave

Fremont Ave

Elmore Ave

Canyon Ave

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Final Plat
Fremont Avenue Subdivision, First Amended
February 5, 2019



Community
Development
Services

Applicant: Ellsworth & Associates, PLLC

Location: Generally south of Science Center Dr., west of Fremont Ave., north of US Hwy 20 and east of the Snake River

Size: Approx. 1.437 acres

Lots: 28

Average Lot Size: 2,067.5 sq ft

Net Density: 21.07

Existing Zoning:

Site: R3A

North: P

South: R1/PT Overlay

East: R1/PT Overlay

West: R1/PT Overlay

Existing Land Uses:

Site: Vacant

North: Freeman Park

South: Commercial

East: Commercial/Vacant

West: Residential

Future Land Use Map:

Planned Transition

Attachments:

1. Maps
2. Aerial photos
3. Plat

Requested Action: To **recommend** to the Mayor and City Council approval of the Final Plat for Fremont Avenue Subdivision, First Amended.

Staff Comments: This area was rezoned to R3A in November of 2018. The property is now being platted to allow for attached single dwelling units. This area has been vacant for several years. Development of the property will be infill and is consistent with the Comprehensive Plan policy to encourage development in areas served by public utilities or where extensions of facilities are least costly. The plan also recommends that higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street.

The plat includes 28 lots. The lots meet the minimum requirements of the R3A Zone for attached single dwelling units. Lots for single unit attached dwellings are not required to comply with the width and area requirements of the zone. Structures will still need to comply with front and rear setback requirements.

Fremont Avenue is classified as a minor arterial road. No lot in the development will have direct access to Fremont Ave. All of the lots will utilize the alley for access. The plat includes additional right-of-way being dedicated to allow the widening of the alley. Curb, gutter and sidewalk are already present

Staff Recommendation: Staff has reviewed the plat and finds that it complies with the subdivision ordinance and the Comprehensive Plan. Staff recommends approval of this Final Plat.

Transportation Plan: Fremont Avenue is classified as a minor arterial road. No lot in the development will have direct access to Fremont Ave. All of the lots will utilize the alley for access.

Subdivision Ordinance: Boxes: with an "X" indicated compliance with the ordinance

Section 10-1-9A(9) If the final plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and Clerk to sign the original plat.

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.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	NA
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	No new roads

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls.

New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. Page 40

Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street. Apartments and townhouses are located adjacent to arterial and collector streets for two reasons. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. If apartments and townhouses are located close to arterial streets, traffic from apartments will not move through neighborhoods. However, higher density housing should still be clustered: it should not be used to line arterial streets. Page 42

To reduce land use conflicts, existing land uses are recognized as starting points for future land use patterns. Page 59

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. Page 67

Zoning:

11-3-3: PURPOSES OF RESIDENTIAL ZONES.

(G) R3A Residential Mixed Use Zone. To provide for a mix of uses in which the primary use of the land is for residential purposes, but in which office buildings and certain other uses of a semi-commercial nature may be located. Characteristic of this Zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R3 Residential Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R3A Zone is essentially residential in character. Therefore, all uses must be developed and maintained in harmony with residential uses. This zone should be located along major streets such as arterials and collectors.

11-2-6: STANDARDS FOR ALLOWED LAND USES.

(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 singleunit attached dwellings.

(8) The net density of single-unit attached dwellings shall not exceed the density allowed in the zone where it is located. Public rights-of-way shall be excluded when calculating net density.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in 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.								

February 5, 2019

7:00 p.m.

Planning Department

Council Chambers

MEMBERS PRESENT: Commissioners Margaret Wimborne, George Morrison, Gene Hicks, Natalie Black, Arnold Cantu, Lindsey Romankiw, George Swaney. (7 present 6 votes).

MEMBERS ABSENT: Joanne Denney, Brent Dixon

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

CALL TO ORDER: Margaret Wimborne called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: Morrison moved to approve the January 8, 2019 minutes, Cantu seconded the motion and it passed unanimously.

Business:

4. PLAT 18-036: FINAL PLAT. Fremont Avenue Subdivision First Amended. Beutler presented the staff report, a part of the record. Hicks showed concern about the houses not having access to Fremont and having to use the alley to access their homes. Beutler indicated that many homes in traditional neighborhoods have vehicle access through the alley. Cramer added that the code specifically recommends that for infill alleys be utilized for vehicular access. Cramer indicated that the alley will be paved and upgraded. Morrison asked if the City will plow alleys. Beutler stated that alleys take lowest priority.

Applicant: Steve Elsworth, Elsworth & Associates, 253 1st Street, Idaho Falls, Idaho.

Elsworth stated that they will be widening the alley to 24' and putting in curb and gutter. Elsworth stated that each unit will have a garage and there will be no parking in the alley. Black asked where visitors will park. Elsworth stated that the driveway will be off the alley and will have room for visitors.

Black stated that the neighbors were upset about this property and she stood up for the developers to the neighbors and indicated that the development will be great, but the high density being developed is not what she had envisioned and doesn't believe the developers are building what the City needs.

Swaney stated that sometimes they have to deal with the reality of what is available, and economics will support, and he would rather see a well-planned R3A set of homes than the property continuing to languish and not develop, and the developer expects a return on his investment and they must do what is economically practical in this circumstance.

Black indicated that she did not attend the panel but heard that the comments from the panel were that the City is not building what the community wants. Hicks indicated that he was at the meeting and the major comments were that the City is not building the kind of property that the people moving in are asking for higher priced properties with larger lots and not low-cost housing. Hicks stated there needs to be a balance. Wimborne reminded the Commissioners that this plat is before the Commission and it meets the subdivision ordinance and the density is lower than what is allowed in the zone.

Hicks moved to recommend to the Mayor and City Council approval of the Final Plat for Fremont Avenue Subdivision First Amended, as presented, Morrison seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF FREMONT AVENUE SUBDIVISION, FIRST AMENDED, LOCATED GENERALLY SOUTH OF SCIENCE CENTER DR., WEST OF FREMONT AVE., NORTH OF US HWY 20 AND EAST OF THE SNAKE RIVER

WHEREAS, the applicant filed an application for a rezone on December 28, 2018; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on February 5, 2019; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on April 11, 2019 and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximately 1.437 acres located generally south of Science Center Dr., west of Fremont Ave., north of US Hwy 20 and east of the Snake River.
3. The Comprehensive Plan designates this area as Planned Transition and the property is currently zoned R3A, Residential Mixed Use.
4. Development of the property will be infill and is consistent with Comprehensive Plan policies to encourage development in areas served by public utilities or where extensions of facilities are least costly as well as locating higher density housing close to service areas and streets designated to move traffic, such as arterials. Fremont Avenue is designated as a minor Arterial.
5. The plat includes 28 lots designed for attached single dwelling units which comply with the standards of the R3A Zone.
6. The final plat conforms to the provisions of the Subdivision Ordinance.
7. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls Approved the Final Plat for Fremont Avenue Subdivision, First Amended.

BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2019

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brad Cramer, Community Development Services Director

DATE: Thursday, April 4, 2019


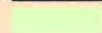















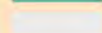

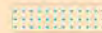





RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fanning Park Division 1

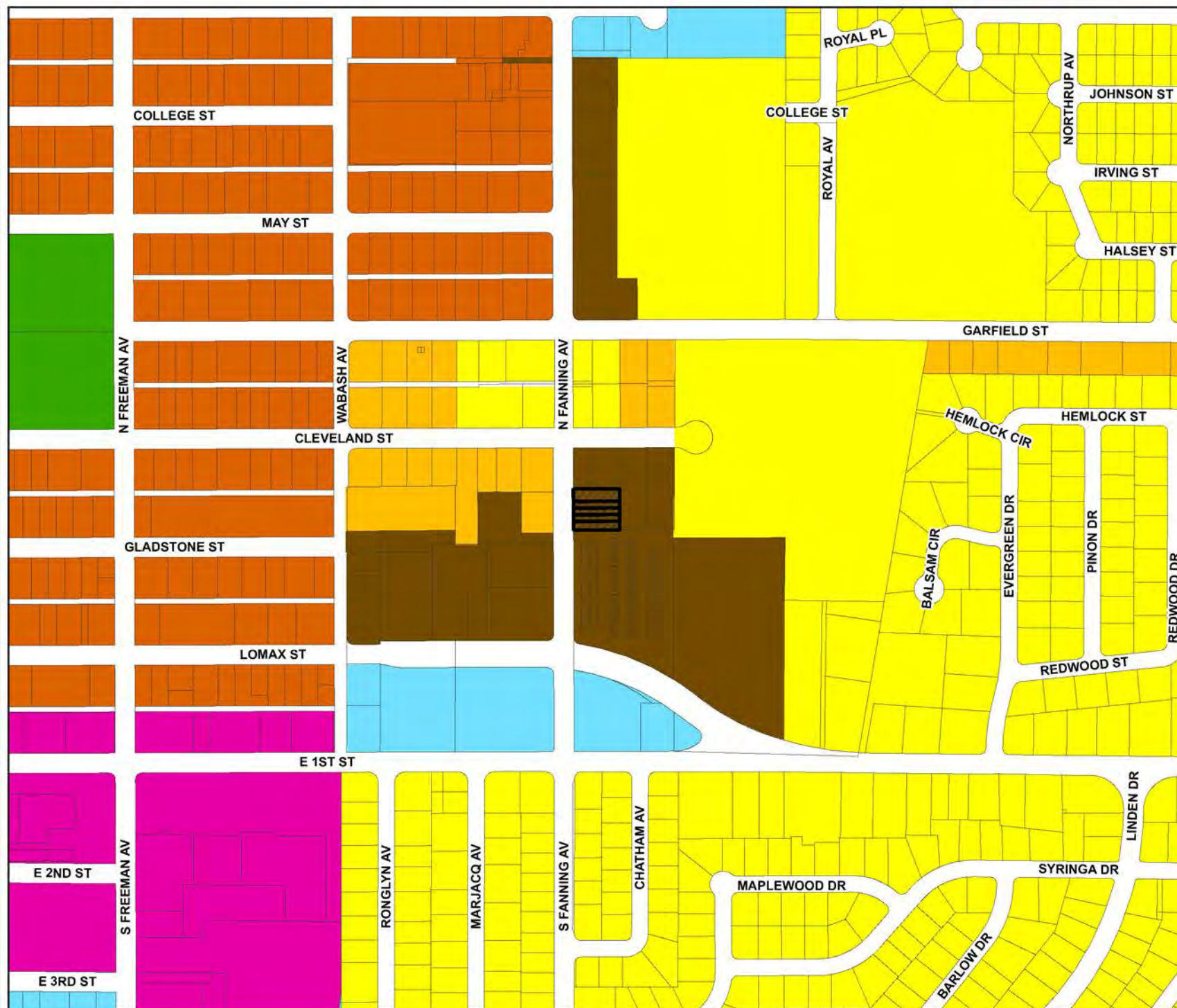
Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fanning Park Division 1. The Planning and Zoning Commission considered this item at its January 9, 2019 meeting and recommended approval by unanimous vote. Staff concurs with 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, January 8, 2019
- P&Z Minutes, January 8, 2019
- Development Agreement
- Reasoned Statement of Relevant Criteria and Standards

Legend

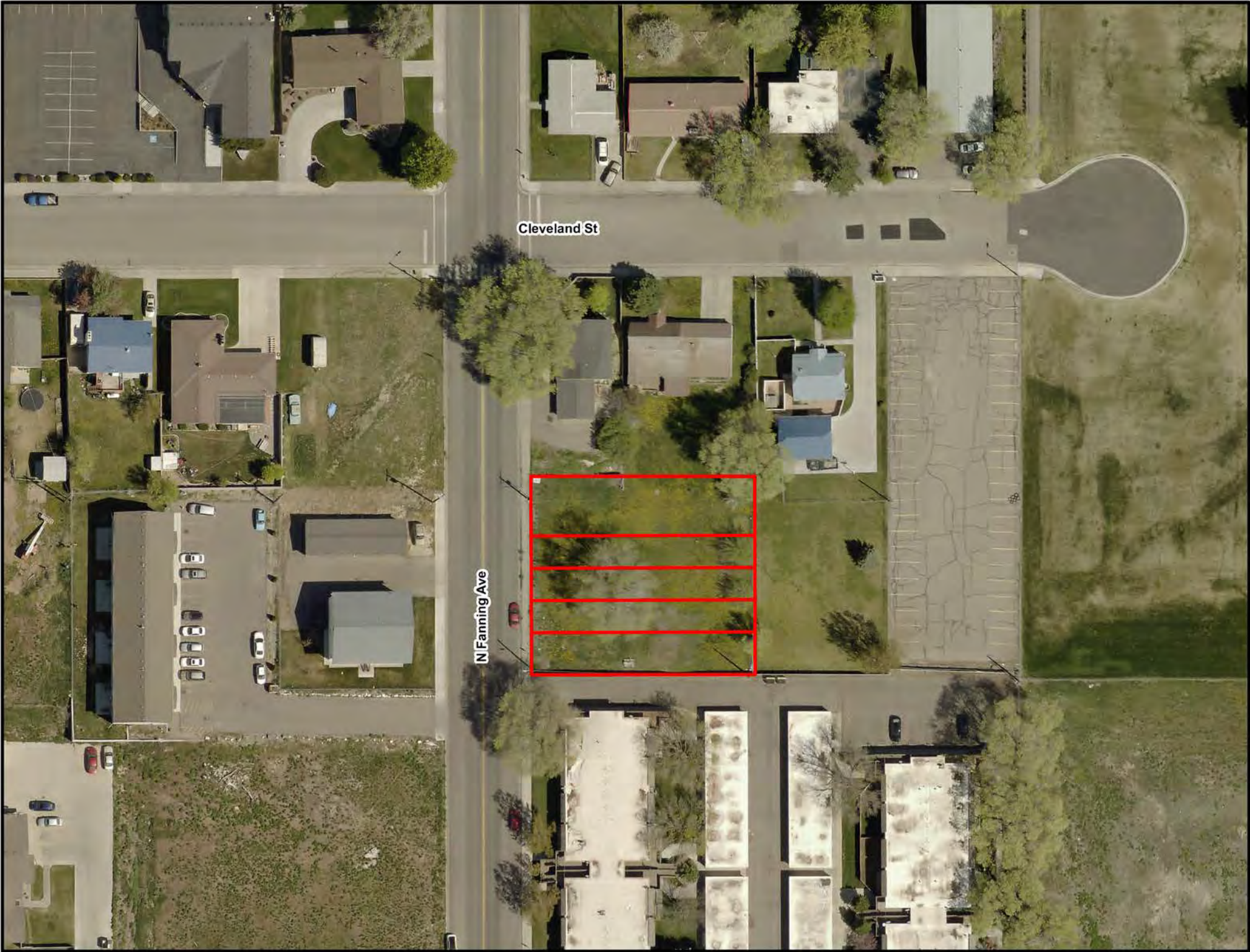
-  Site
-  RE
-  RP
-  R1
-  R2
-  TN
-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P
- Overlays**
-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2
-  City Limits
-  Area of Impact



IDAHO FALLS

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

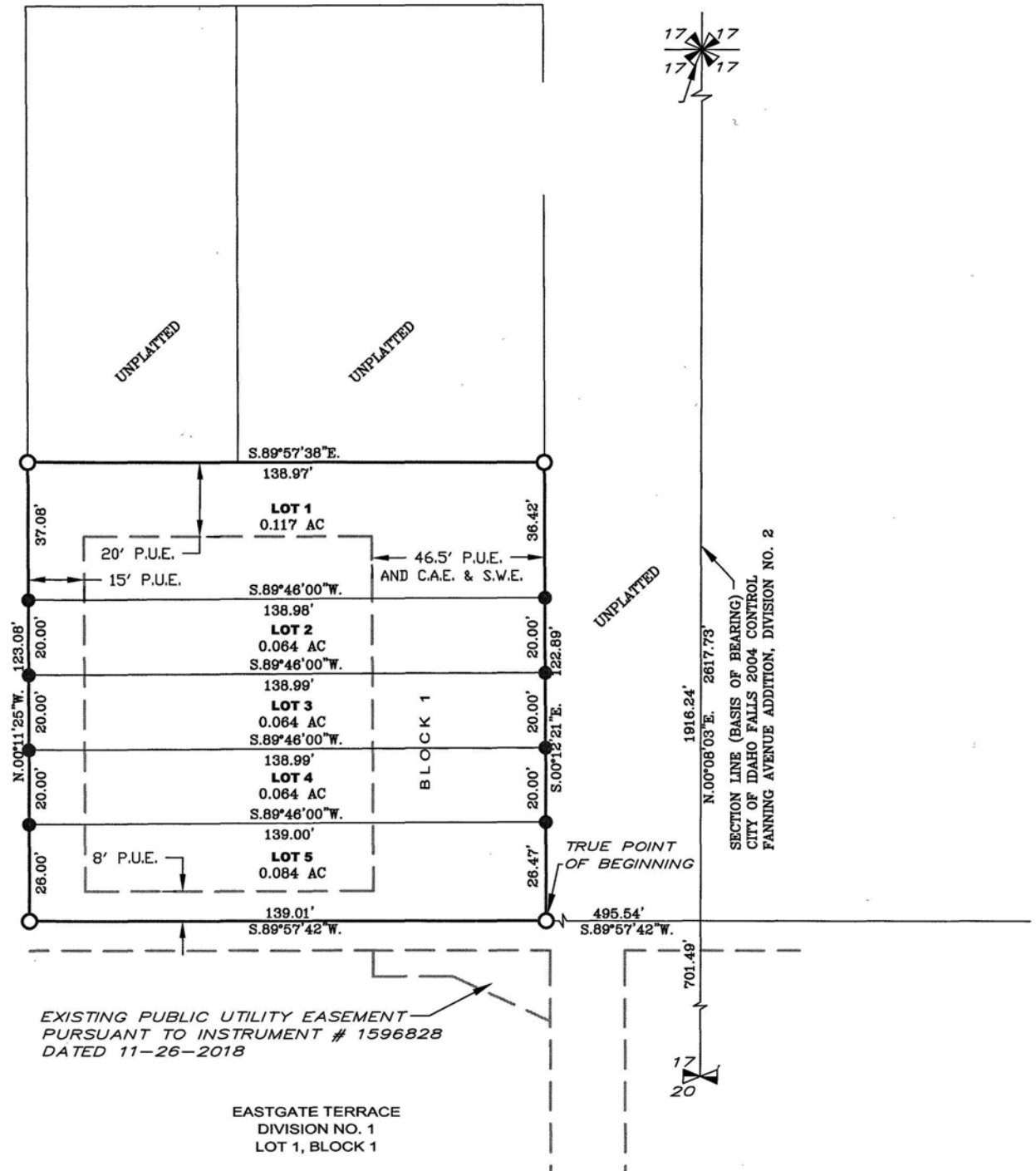




Cleveland St

N Fanning Ave

FANNING AVE.



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
Fanning Park Division 1
January 8, 2019



Community
Development
Services

Applicant: Ellsworth & Associates

Location: Generally south of Cleveland St., west of Evergreen Dr., north of Lomax St., and east of N Fanning Ave.

Size: 0.392 Acres

Lots: Buildable: 5

Average Lot Size: 0.078 Acres

Net Density: 12.76

Existing Zoning:

Site: R3
North: R3
South: R3
East: R3
West: R2

Existing Land Uses:

Site: Vacant
North: Residential
South: Residential
East: Residential
West: Residential

Future Land Use Map:

Higher Density

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

Requested Action: To recommend approval of the final plat to the Mayor and City Council.

History: The area was annexed in 1940. In 2016 the lot was platted as Fanning Avenue Addition #2. This plat was a single lot plat.

Staff Comments: The proposed final plat is a five lot plat, with five smaller lots. The size of the lots are smaller than what is typically allowed in the R3 Zone, but the intent of the lot is to build attached, single unit dwellings. The Zoning Ordinance makes allowances for this type of development to not adhere to the zones lot size and lot frontage requirements. There will be a note required on the plat that states only attached, single unit dwellings may be built on the properties.

Staff Recommendation: Staff has reviewed the plat and finds it is in compliance with the subdivision ordinance and zoning ordinance requirements Staff recommends approval of the plat

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

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	They do if only attached, single unit dwellings are built.
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.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density. Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	No new streets

Zoning Ordinance:

R3 Multiple Dwelling Residential Zone. This zone provides a residential zone which is characterized by a variety of dwelling types with a denser residential environment. This Zone is situated along or near major streets such as collectors and arterials. It is also generally located near pedestrian connections and commercial services.

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in 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.								

(Ord. 3218, 9-13-18)

(A) Minimum and Maximum Lot Area.

- (1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 ft²), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots. This shall also not apply to conditional uses such as schools and religious institutions.
- (2) In the R2 zone, seven hundred and fifty square feet (750 ft²) shall be added to the minimum required area for each additional dwelling unit.
- (3) In the TN Zone, the maximum average lot area for subdivisions approved after the adoption of this Code, April 12, 2018, shall be six thousand two hundred and fifty square feet (6,250 ft²) in order to encourage a mix of lot sizes and dwelling types. (Ord. 3210, 8-23-18)

(B) Minimum and Maximum Setbacks.

- (1) Properties zoned RP and RP-A prior to the adoption of this Zoning Code shall meet the setbacks required at the time they were approved. A listing of applicable subdivisions can be found in the Section 11-7-2. The applicable setbacks required at the time they were approved are as follows.

Table 11-3-2: Prior RP & RP-A Setbacks

	RP	RP-A
Setbacks – Minimum in ft.		
Front	30	30
Side	20	10
Rear	25	25

- (2) In the RP and R1 Zones, a minimum front setback of twenty feet (20') is permitted for lots which have their principal frontage on a turning circle of a cul-de-sac or the bulb of a ninety degree (90°) turn.
- (3) In the RP Zone, the side setback shall be a minimum of seven and a half feet (7.5') for single-story structures and a minimum of ten feet (10') for two-story structure.
- (4) In the TN Zone, the maximum front yard setback may be exceeded for residences that face a common open space area that fronts on the contiguous street and as otherwise permitted by Supplemental Standards for the TN Zone.
- (5) In the RMH Zone, a minimum rear yard of fifteen feet (15') may be permitted, if one of the required side yards is a minimum twenty five feet (25').
- (6) In the R3A Zone, non-residential buildings shall have a rear setback of at least ten feet (10'). (Ord. 3210, 8-23-18)

(C) Maximum Lot Coverage, Building Height, and Density.

- (1) Public use, public service facility, school and religious institutions may be erected to any height, provided the building is set back from the required building setback lines at least one foot (1') for each additional foot of building height above the maximum height permitted in the Zone.
- (2) In the RE, RP, R1 and RMH Zones lot coverage shall only include those areas under roofs.
- (3) For multi-unit or commercial uses lot coverage shall include all areas under roofs and paved surfaces, including driveways, walks, and parking areas. The remaining lot area shall be landscaped as required by this Code.

(D) Dimensional Standards for Accessory Structures in Residential Zones.

Table 11-3-3: Dimensional Standards for Accessory Structures in Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Setbacks – Minimum in ft.								
Front	40	30	25	20	25	20	15	25
Side	20	0/7.5*	0/6*	0/6*	0/5*	0/6*	0/6*	0/10*
Rear	40*	0*	0*	0*	0*	0*	0*	0*
Building height- Maximum in ft.		12/24*	12/24*	12/24*	12/24*			12/24*
Lot coverage of the rear yard, maximum %	30	30	30	30	30			30
*See explanations, exceptions and qualifications that follow in Section 11-3-4D (1-5) of this Zoning Code.								

- (1) In residential zones, accessory structures which are more than twelve feet (12') in height must meet the same setbacks as primary buildings.
- (2) In all residential zones, except the RE Zone, side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve feet (12') in the rear of the main building.
- (3) The rear yard setback shall be three feet (3') on lots in any residential zone in which the rear yard is contiguous to an alley.
- (4) In the RMH Zone, a minimum rear yard of fifteen feet (15') is permitted if one (1) of the required side-yards is a minimum of twenty five feet (25').
- (5) Properties zoned RP and RP-A prior to the adoption of this Zoning Code shall meet the setbacks required at the time they were approved. A listing of applicable subdivisions can be found in the Section 11-7-2. The applicable setbacks required at the time they were approved are as follows:

Table 11-3-4: Prior RP and RP-A Accessory Building Setbacks

	RP	RP-A
Setbacks – Minimum in ft.		
Front	30	30
Side	20	5*
Rear	25	5*
*See explanations, exceptions and qualifications that follow in Section 11-3-4D(1,3) of this Zoning Code.		

(Ord. 3210, 8-23-18)

(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 where it is located. Public rights-of-way shall be excluded when calculating net density.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls.

New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (Page 40)

Arterial streets should be located along the perimeter of residential neighborhoods, preferably at the square mile. At least one east-west collector and one north-south Collector Street should be located in every square mile of residential development. If such collector streets provide access to homes, the design of the collector shall discourage through traffic. (Page 41)

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. (Page 67)

January 8, 2019

7:00 p.m.

Planning Department
Council Chambers

MEMBERS PRESENT: Commissioners Joanne Denney, George Morrison, Gene Hicks, Lindsey Romankiw, Brent Dixon, Arnold Cantu. (6 present 5 votes).

MEMBERS ABSENT: Julie Foster, Darren Josephson, George Swaney, Natalie Black.

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

CALL TO ORDER: Joanne Denney called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: Morrison moved to approve the December 4, 2018 minutes, Dixon seconded the motion and it passed unanimously.

Morrison moved to amend the minutes of December 4, 2018 to indicate that the officers that were nominated were elected by a unanimous vote, Cantu seconded the motion passed unanimously.

Business:

3. PLAT 18-027: FINAL PLAT. Fanning Park Division 1. McLane presented the staff report, a part of the record. Morrison asked what size of houses can be built on the lots. McLane explained that a standard attached dwelling will fit on the lots as they have a shared fire wall to separate the unit. Dixon asked about the public utility easement. McLane explained that there are no utilities in Fanning Ave., so they are pulling the sewer and water out of the multi-unit development to the south, and the easement includes the storm water retention area. McLane explained that power is requiring easements on the south side, and there are existing power easements on the north to serve the residents to the north, and public works needs an access road to get to the services.

Applicant: Steve Elsworth, Elsworth & Associate, 253 1st Street, Idaho Falls, Idaho.
Elsworth stood for questions.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Fanning Park Division 1, as presented, Romankiw seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF FANNING PARK DIVISION 1, LOCATED GENERALLY SOUTH OF CLEVELAND ST., WEST OF EVERGREEN DR., NORTH OF LOMAX ST., AND EAST OF N FANNING AVE.

WHEREAS, the applicant filed an application for a final plat on November 27, 2018; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on January 8, 2019; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on April 11, 2019 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 0.392 acre parcel located generally south of Cleveland St., west of Evergreen Dr., north of Lomax St., and east of N Fanning Ave.
3. The plat is a five lot plat, which will be restricted to the construction of attached single unit dwellings.
4. The proposed development is consistent with the principles of the City's Comprehensive Plan.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2019

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brad Cramer, Community Development Services Director

DATE: Thursday, April 4, 2019


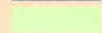















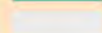

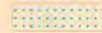





RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, INL Park N Ride Subdivision

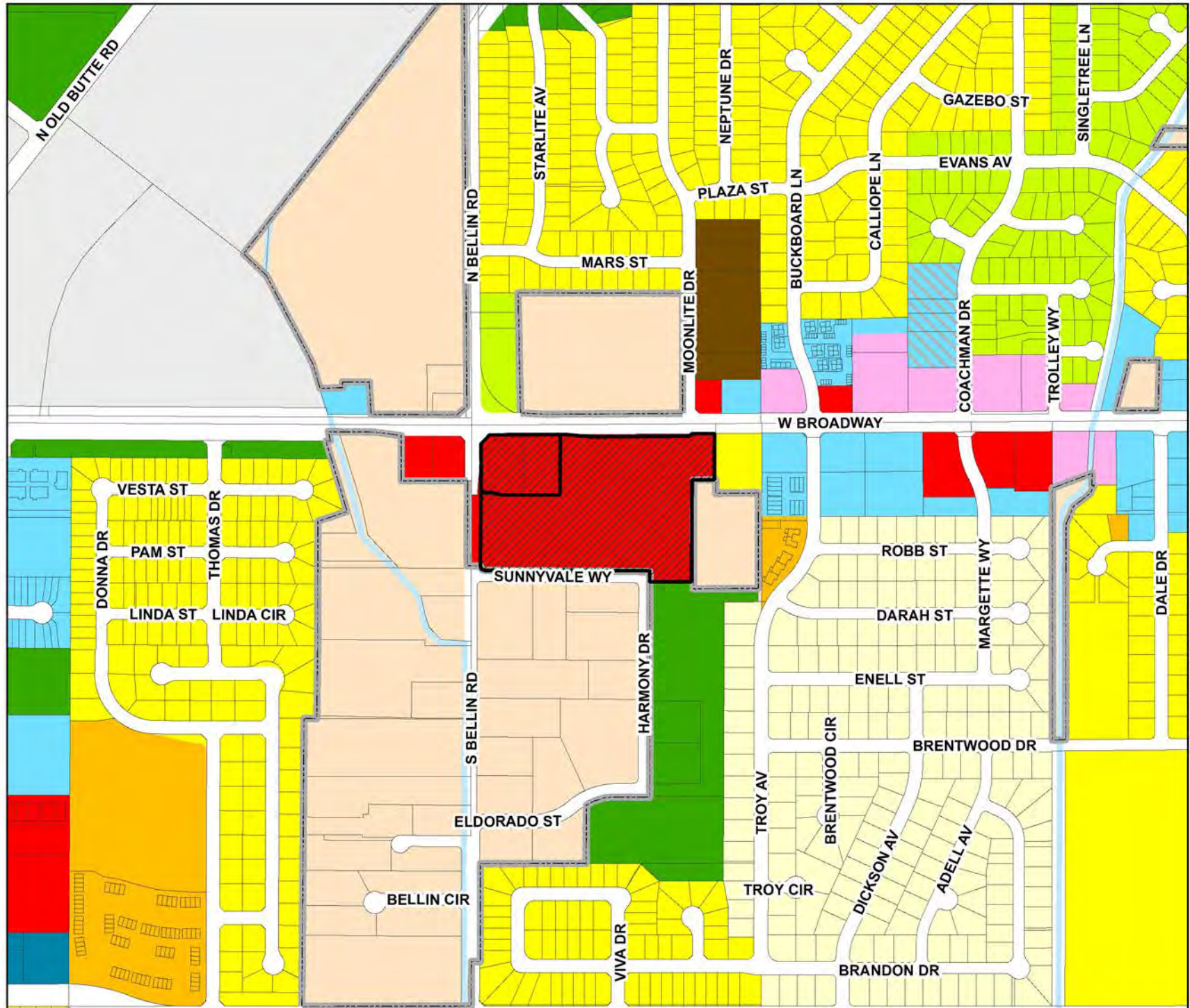
Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, INL Park N Ride Subdivision. The Planning and Zoning Commission considered this item at its July 10, 2018 meeting and recommended approval by unanimous vote. Staff concurs with 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, July 10, 2018
- P&Z Minutes, July 10, 2018
- Development Agreement
- Reasoned Statement 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





N Bellin Rd

Moonlite Dr

W Broadway

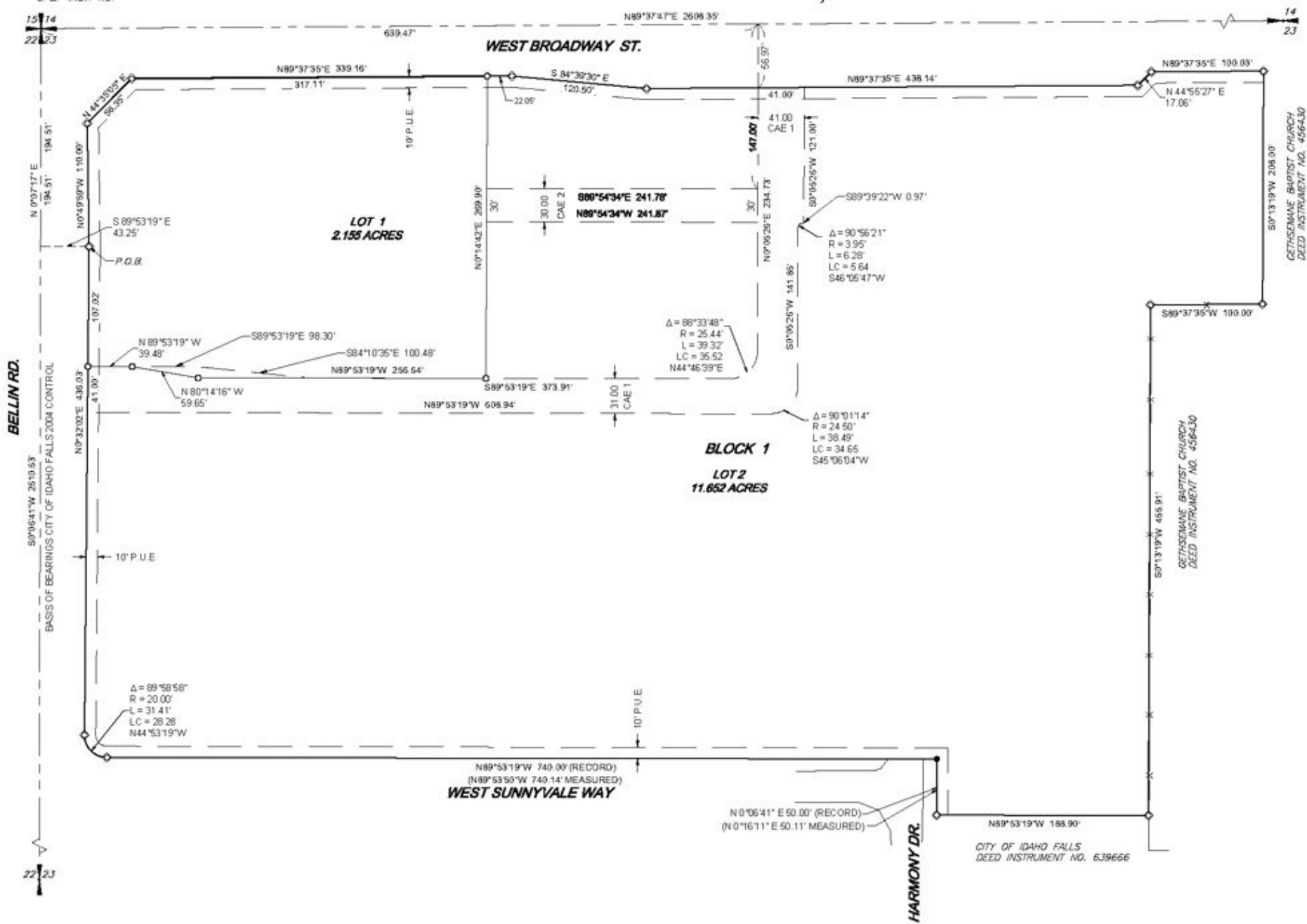
S Bellin Rd

Sunnyvale Way

Harmony Dr

Troy Ave

Darah St



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
INL PARK N RIDE SUBDIVISION
JULY 10, 2018



Community
Development
Services

Applicant: HLE

Location: Generally south of W Broadway, west of Troy Ave., north of Pancheri Dr., and east of S Bellin Rd.

Size: 13.807 acres

Lots: Buildable: 2
Unbuildable: 0

Average Lot Size: 6.903 acres

Existing Zoning:

Site: LC

North: RMH/ County C-2

South: County A-1

East: R1/ County A-1

West: LC/ County C-2

Existing Land Uses:

Site: Vacant

North: Commercial & Residential

South: Residential

East: Assembly

West: Commercial & Residential

Future Land Use Map:

Employment Center

Attachments:

1. Subdivision and Zoning Ordinance Requirements
2. Maps and aerial photos
3. Final Plat

Requested Action: To **recommend** approval of the final plat to the Mayor and City Council.

History: The property was annexed with an initial zoning of LC in October, 2017. The annexation was a Category "A" annexation. This property is designated as Employment Center in the Comprehensive Plan.

Staff Comments: The plat is a two lot plat with one consisting of 11.652 acres to accommodate a Park and Ride lot for the INL. The other lot is a 2.155 acre lot to act as a pad site for a future commercial building. These lots are large enough to construct buildings allowed in the LC zone. The two lot have frontage to W. Broadway, Bellin Road, and West Sunnyvale Way. Access to these roads will be determined by the Access Management Plan and the Idaho Department of Transportation along W. Broadway. A traffic study will be required to address any road improvement associated with the development of the property.

Staff Recommendation: The plat meets the requirements of the Subdivision Ordinance and the LC Zone. Staff recommends approval of the final plat.

Transportation Plan: [Identify arterials and collectors, whether existing or proposed]

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

REQUIREMENTS	Staff Review
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	The size of the lots allow for the construction of buildings that would be allowed in this zone.
Lot dimensions conform to the minimum standards of Zoning Ordinance.	The lots meet dimensional standards in the LC zone.
Lots have full frontage on, and access to, a dedicated street.	The lots will have frontage and access to W. Broadway and Bellin Road.
Residential lots do not have direct access to arterial streets.	N/A
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.	A Traffic Study will be required with the site plan submittal and road and improvements will be required based upon the recommendations by the City Engineer.
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	
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.	All of the lot lines are at right angles to the right-of-way.
All property within the subdivision shall be included within a lot or area dedicated for public use.	All of the property is within lot boundaries.
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.	N/A
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	There are not any streets located within the plat.
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	There are not any streets located within the plat.

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.	N/A
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	There are not any streets located within the plat.

Zoning Ordinance:

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

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

July 10, 2018

7:00 p.m.

Planning Department

Council Chambers

MEMBERS PRESENT: Commissioners Lindsey Romankiw, George Morrison (via telephone), George Swaney, Gene Hicks, Joanne Denney, Natalie Black. (6 present 5 votes).

MEMBERS ABSENT: Julie Foster, Brent Dixon, Margaret Wimborne, Arnold Cantu, Darren Josephson.

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

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

CHANGES TO AGENDA: None.

Business:

4. PLAT 18-018: FINAL PLAT, INL Park N Ride Subdivision: McLane presented the staff report, a part of the record. Swaney asked if there will be an amended plat coming shortly. McLane stated that it is soon enough that they can change the plat before going to Council. Black confirmed, and McLane agreed that it came to the Planning Commission in October for annexation. Black asked if a Park N Ride fits in an employment Center, as the area is designated in the Comprehensive Plan. McLane indicated that it does fit in employment center and it is an allowed use in the LC Zone.

Applicant: Clint Jolley, Harper Leavitt Engineering, 101 South Park, Idaho Falls, Idaho. Jolley indicated that they will be changing the Plat to make 3 pad sites along the frontage because INL came back and only needed the south half.

Black asked about the landscaping plans. Jolley indicated that landscaping will be taken care of on the site plan and staff will have to approve that.

No one appeared in support or opposition.

Denney moved to recommend to the Mayor and City Council approval of the Final Plat for INL Park N Ride, as presented, Morrison seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF INL PARK N RIDE LOCATED GENERALLY SOUTH OF W BROADWAY, WEST OF TROY AVE., NORTH OF PANCHERI DR., AND EAST OF S BELLIN RD.

WHEREAS, the applicant filed an application for a rezone on June 4, 2018; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on July 10, 2018; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on April 11, 2019; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximately 13.807 acres located Generally south of W Broadway, west of Troy Ave., north of Pancheri Dr., and east of S Bellin Rd.
3. The property is currently vacant.
4. The comprehensive plan designates this area as Employment Center.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat
6. The plat complies with the requirements of the Subdivision Ordinance.

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 the INL Park N Ride Subdivision.

APPROVED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2019

Rebecca L. Noah Casper, Mayor



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brad Cramer, Community Development Services Director

DATE: Thursday, April 4, 2019

RE: Public Hearing for the FY 2019 CDBG Annual Action Plan

Each year Idaho Falls receives a funding allocation from the Department of Housing and Urban Development (HUD) for the local Community Development Block Grant (CDBG) program. As part of the requirements of administration of this program the City must submit an Annual Action Plan to HUD outlining how that year's funds will be spent. To determine how to spend the funds, each year applicants submit requests for grant funding which are considered by the City Council in a public hearing. This year's hearing is scheduled for April 11th. A table showing this year's requests is attached with this memo.

The Annual Action Plan is due to HUD on or before August 16th. Originally this date was thought to be in June, but has been moved due to a delay in federal allocation announcements. The full schedule for completing and submitting the FY 2019 CDBG Annual Action Plan is outlined below:

April 11:	Public Hearing
April 11-May 11:	30-day public comment period
May 20:	Council work session to finalize project awards
May 23:	Council adopts Annual Action Plan by resolution
August:	Annual Action Plan submitted to HUD
August-Sept.	HUD approves Annual Action Plan and money is allocated
September-Oct.	Approved projects and activities may proceed pending any necessary reviews and agreements.

Attachments: Summary of Funding Applications

FY2019 CDBG Applications for Public Hearing 4-11-19 7:30 p.m.

<i>Program Year (PY) 2019 CDBG Applicant</i>	<i>Activity/Project Description</i>	<i>Requested</i>
<i>Public Service</i>	<i>15% Max allowed</i>	
Idaho Legal Aid Idaho Falls Office	Legal Aid to victims of domestic violence.	\$10,000
CLUB, Inc. Crisis Intervention	Supportive Case Management for homeless at scattered site locations.	\$5,000
Behavioral Health Crisis Center of E ID	Case management services for housing resources.	\$20,000
Eastern Idaho Community Action Partners (EICAP)	Idaho Youth Challenge Academy/Youth Program Court ordered attendance in Pierce, ID. Fees for lodging, transportation, and supplies ~ \$700/per attendee.	\$7,000
Eastern Idaho Community Action Partners (EICAP)	Legal aid - Grandparents Raising Grandchildren or other blood relatives.	\$6,000
<i>Slum/Blight by Area</i>	<i>30% Max allowed</i>	
Idaho Falls Downtown Development Corp. (IFDDC)	(IFDDC) Façade Improvement Program.	\$60,000
<i>LMI or Low Moderate Income Projects</i>	<i>70% Min required</i>	
City Public Works Department Curb/Gutter/Sidewalk	For properties in LMI neighborhoods within Highland Park Subdivision.	\$125,000
Idaho Falls Sr. Citizen Community Center	Roof replacement project.	\$38,400
Eastern Idaho Community Action Partners (EICAP)	Single unit housing rehab for LMI neighborhood. Includes removal of internal/external ADA barriers.	\$13,350
Idaho Falls YMCA - Accessible Vestibule Entry and Chair Lift	ADA rehab to add a vestibule and chairlift for access to gym and lower level of facility.	\$94,670
Habitat for Humanity Idaho Falls (H4HIF) Location - Elmore St.	Construction of (1) new home for an LMI family on Elmore St. Census Tract 9712	\$30,000
<i>Administration</i>	<i>20% Max allowed (\$78,376)</i>	
Administration of CDBG Program	Based on 20% of 2018 allocation of \$391,880	\$78,376
<i>Total \$ Amount</i>	<i>of Applications + Admin</i>	<i>\$487,796</i>

2019 CDBG Plan Year (PY) runs April 1, 2019 to March 31, 2020
2019 CDBG allocation announcement expected April 15, 2019.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brad Cramer, Community Development Services Director


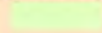
















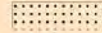
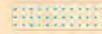





DATE: Thursday, April 4, 2019

RE: Rezone from TN to CC, Zoning Ordinance, and Reasoned Statement of Relevant
Criterial and Standards, Lots 1-12, Block 30, Capitol Hill Addition

Attached is the application for Rezone from TN to CC, Zoning Ordinance, and Reasoned Statement of Relevant Criterial and Standards, Lots 1-12, Block 30, Capitol Hill Addition. The Planning and Zoning Commission considered this item at its March 5, 2019 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity Map
Aerial Photo
Staff Report, March 5, 2019
P&Z Minutes, March 5, 2019
Zoning Ordinance
Reasoned Statement 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

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





Lomax St

N Holmes Ave

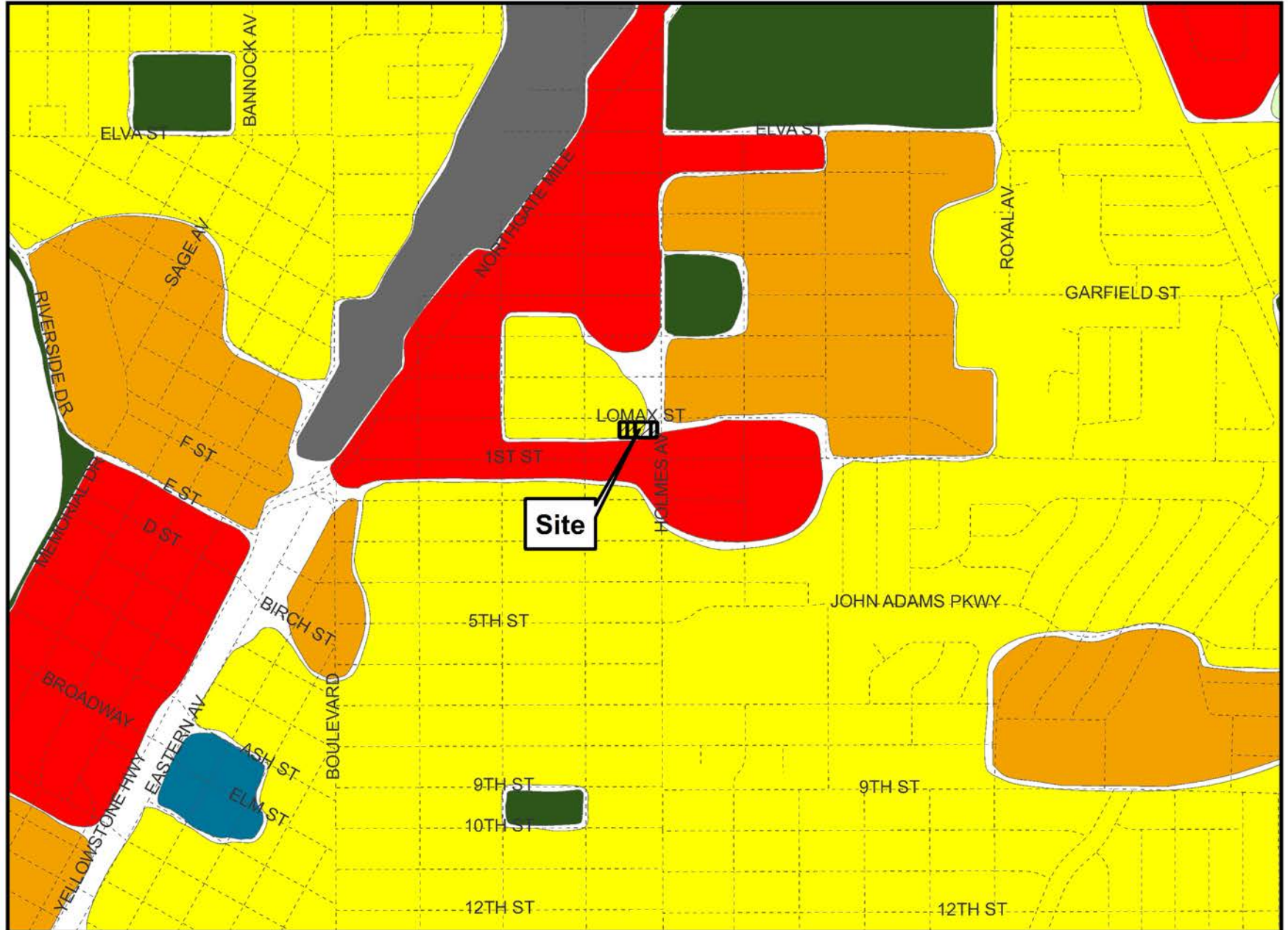
E 1st St

Rezone

Lots 1-12, Block 30, Capitol Hill Addition

 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
REZONE FROM TN TO CC
Lots 1-12, Block 30, Capitol Hill Addition
March 5, 2019



Community
Development
Services

Applicant: Ellsworth & Associates, PLLC

Location: Generally south of Lomax St., west of N Holmes Ave., north of E 1st St., and east of N Higbee Avenue.

Size: .854 acres

Existing Zoning:

Site: TN
North: TN
South: CC
East: TN
West: TN

Existing Land Uses:

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

Future Land Use Map:

Commercial/Lower Density
Residential

Attachments:

1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To **recommend** approval of the rezone from TN, Traditional Neighborhood to CC, Central Commercial to the Mayor and City Council.

History: In the 1960's this area fluctuated in its zoning between R3A and C-1 (today's LC). In April of 2018, with adoption of the new zoning ordinance and map for the city, this area was rezoned from R3A to TN. The block immediate south, across the alley, was rezoned from LC to CC. CC was used along the 1st Street corridor because it allows for commercial uses with a zero setback, which is consistent with the historic development pattern. The lots that front onto Lomax were zoned TN because of the mix of residential and commercial use allowed within that zone. 1st Welding has operated a storage yard along Lomax Street for several decades. The storage yard is visible, largely in the same configuration as today, in the 1969 Aerial, attached. The business has been in operation since 1944 and the storage yard seems to appear in earlier aerials, but the image is quite fuzzy. The storage yard use would have been a nonconforming use within the previous R3A Zoning and with the existing TN Zone.

Staff Comments: 1st Street Welding is looking to expand its operations and make adjustments to the uses along Lomax Street. Manufacturing and light industrial uses are not allowed within the TN Zone. Additionally, as a nonconforming use the storage area could not be expanded. Light industry and accessory storage uses are a permitted use within the CC Zone. Modification to the site will require that the property be brought up to today's development standards for the proposed use. Any parking or storage areas will need to be screened with landscaping along Lomax Street.

The rezone area also includes two existing commercial buildings on both the east and west ends of the rezone area. These buildings are nonconforming to the TN setbacks. A rezone to the CC Zone would make these structures conforming as well as the uses are permitted within the zone. With the requested rezone all of the commercial properties within this block will be zoned CC leaving the residential uses as TN.

Staff Recommendation: Staff recommends approval of the rezone request as it is consistent with current land uses, zoning in the area and the Comprehensive Plan.

Comprehensive Plan Policies:

Our Plan for Commercial Development (p.50):

1. Plan for different commercial functions within the City of Idaho Falls.
2. Require perimeter landscaping for new commercial development.

Commercial (p.63)

Retail shops, restaurants, and offices.

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

Transportation Plan: 1st and Lomax Streets identified as Minor Arterials. Holmes Avenue identified as a Principal Arterial on the Functional Classification Map.

Rezoning Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Rezoning Application Responses	Applicant Responses
Explain how the proposed change is in accordance with the City's Comprehensive Plan.	The current Comprehensive Plan Map shows the area to be zoned Commercial.
What changes have occurred in the area to justify the request for a rezone?	Lots 1-12, Block 3 of Capital Hill Addition were re-zoned by the City to the TN zone against owners consent. Owners wish to have property zoned Commercial, which is what the Comprehensive Plan Map Shows the property should be zoned as.
Are there existing land uses in the area similar to the proposed use?	Yes
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Yes
Criteria for Rezoning Section 11-6-5(I) of Ordinance	Staff Comment
The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.	The Comprehensive Plan shows this area as Commercial or Lower Density Residential. The CC Zone is consistent with the Commercial designation.
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 signals, and other transportation improvements.	Rezoning to CC will not result in traffic congestion or the need for wider streets, etc.
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.	Rezoning to CC 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.	Land uses in the area are largely historic. The home at 462 Lomax Street has recently been removed.
--	---

Zoning Ordinance:

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in 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.								

(E) Supplemental standards for the TN Zone.

(6) Commercial Uses in the TN Zone.

(a) Applicability.

- (i) These standards apply to all non-residential uses in the TN Zone. (Ord. 3210, 8-23- 18)
- (ii) These standards are in addition to any other applicable requirements in all zones. (Ord. 3210, 8-23-18)

(b) Purpose. The purposes of these standards are to create commercial developments that are:

- (i) Compatible with the surrounding residential neighborhood;
- (ii) Pedestrian in scale with buildings massing at the street and intersections; and
- (iii) Connected to the neighborhood with pedestrian access and with a seamless interface with the surrounding neighborhood.

(c) Location of Commercial Uses.

- (i) Commercial uses in the TN zone shall be a permitted use within existing commercial structures without substantial exterior remodeling or expansion of the existing building; or
- (ii) Commercial uses in the TN zone shall be a permitted use on parcels that have frontage on Elm, Elva, and G Streets, Holmes Avenue, S. Boulevard, and Lomax Street; or
- (iii) Commercial uses shall be permitted by conditional use permit for parcels that do not have frontage on Elm, Elva, and G Streets, Holmes Avenue, S. Boulevard, and Lomax Street provided that the use is conducted only within an existing building. Any commercial use requiring the construction of a new building for a use not otherwise permitted shall not be permitted.

(d) Dimensional Standards.

- (i) The maximum building footprint should be five-thousand square feet (5,000 ft²).
- (ii) Generally, the maximum height of a building shall be two-stories.
- (iii) Buildings three (3) stories in height are encouraged at the corners of street intersections.
- (iv) Buildings shall provide a transition in height to contiguous residential use. When a building is located between five feet (5') and twenty feet (20') from a property line contiguous to a residential use, the building height may be a maximum of twelve feet (12'). At twenty feet (20') from the property line, the building may be a maximum of twenty five feet (25') in height. After thirty feet (30') from the property line, a building may increase an addition one foot (1') in height for every two feet (2') in additional horizontal distance from the property line.
- (v) Except for a minimum setback to residential properties which shall be five feet (5'), there are no minimum setback requirement for side yards or rear yards.
- (vi) The maximum building front setback shall be five feet (5').

(e) Street Frontage Requirements.

- (i) Seventy-five percent (75%) of the street frontage shall be occupied by a building, patio or public space.
- (ii) Exterior windows or transparent doors shall make up the equivalent of sixty percent (60%) of the building ground floor façade, which faces the street. Exterior windows shall make up at least twenty percent (20%) of additional floors above the ground floor.
- (iii) Any primary entrance to a building shall face the street and have direct access to a sidewalk or a pedestrian walkway.

(f) Parking.

- (i) On-site parking shall be located in a rear or side yard, not fronting the street.
- (ii) One (1) parking space shall be required per five hundred square feet (500 ft²) of gross floor area of commercial use.
- (iii) The parking requirements may be fulfilled through any combination of the following: parking spaces on the property; on street parallel parking spaces in front of the building; and/or parking in a shared parking facility within seven-hundred and fifty feet (750') of the property.

(g) The hours of operation shall be limited to the hours of 6 am –11 pm.

(h) Prohibitions.

- (i) Drive-up windows
- (ii) Amplified music

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

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

Map showing the area around Lomax St and E 1st St. The highlighted area (yellow) is located between N Highrise Ave and N Holmes Ave, and between Lomax St and E 1st St. The highlighted area contains the following lots:

- 428 #A
- 428 #B

Other visible lots and addresses include:

- 190
- 412
- 410
- 411
- 413
- 414
- 415
- 416
- 417
- 418
- 419
- 420
- 421
- 422
- 423
- 424
- 425
- 426
- 427
- 429
- 430
- 431
- 432
- 433
- 434
- 435
- 436
- 437
- 438
- 439
- 440
- 441
- 442
- 443
- 444
- 445
- 446
- 447
- 448
- 449
- 450
- 451
- 452
- 453
- 454
- 455
- 456
- 457
- 458
- 459
- 460
- 461
- 462
- 463
- 464
- 465
- 466
- 467
- 468
- 469
- 470
- 471
- 472
- 473
- 474
- 475
- 476
- 477
- 478
- 479
- 480
- 481
- 482
- 483
- 484
- 485
- 486
- 487
- 488
- 489
- 490
- 491
- 492
- 493
- 494
- 495
- 496
- 497
- 498
- 499
- 500

March 5, 2019

7:00 p.m.

Planning Department

Council Chambers

MEMBERS PRESENT: Commissioners Natalie Black, Gene Hicks, Arnold Cantu, George Swaney, Joanne Denney. (5 present 4 votes).

MEMBERS ABSENT: Margaret Wimborne, Brent Dixon, George Morrison, Lindsey Romankiw.

ALSO PRESENT: Planning Director, Brad Cramer, Assistant Planning Directors Kerry Beutler, Brent McLane; and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: Swaney moved to approve the February 5, 2019 minutes, Hicks seconded the motion and it passed unanimously.

Public Hearings:

3. RZON 19-001: REZONE. First Street Welding. Rezone TN to CC. Beutler presented the staff report, a part of the record. Swaney asked about the requirement for a 10' landscape buffer that is required when CC zones are adjacent to residential. Beutler stated that there are existing structures, and if they redesign the site, they would be required to have the 10' buffer where it could be put in. Beutler added that the home adjacent to the property is owned by someone that works for 1st Street Welding and would be comfortable with the uses. Hicks asked about the ownership of the parcels. Beutler clarified that there is different ownership, but all property owners have submitted the application for rezone.

Black opened the public hearing.

Applicant: No Applicant present.

No one appeared in support or opposition.

Black closed the public the hearing.

Swaney stated that it is significant that all 4 parcels' owners are in agreement in making the application. Swaney indicated it is a good idea to make this area consistent with the actual use of the property.

Hicks moved to recommend to the Mayor and City Council approval of the Rezone from TN to CC for Lot 1-12, Block 30, Capitol Hill Addition (First Street Welding) as presented, Denney 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 1-12, BLOCK 30, CAPITOL HILL ADDITION AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM TN ZONE TO CC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is CC, Central Commercial Zone for such annexed lands and 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 hearing on March 5, 2019, and recommended approval of zoning the subject property to CC Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on April 11, 2019.

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 1-12, Block 30, Capitol Hill Addition

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned “CC, 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 _____, 2019.

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 1-12, BLOCK 30, CAPITOL HILL ADDITION AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM TN ZONE TO CC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM TN ZONE TO CC ZONE FOR PROPERTY KNOWN AS LOTS 1-12, BLOCK 30, CAPITOL HILL ADDITION AND LOCATED GENERALLY SOUTH OF LOMAX ST., WEST OF N HOLMES AVE., NORTH OF E 1ST ST., AND EAST OF N HIGBEE AVENUE.

WHEREAS, the applicant filed an application for Rezone on January 22, 2019; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on March 5, 2019; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public hearing on April 11, 2019; 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 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is approximately 0.854 acres located generally south of Lomax St., west of N Holmes Ave., north of E 1st St., and east of N Higbee Avenue.
3. Surrounding properties are zoned TN and CC.
4. The Comprehensive Plan designates this area as Commercial/Lower Density Residential. The requested CC Zone is consistent with the Commercial designation.
5. The properties currently include nonconforming uses and structures. The requested rezone would make the structures and uses conforming.
6. With the requested rezone all of the commercial properties within this block will be zoned CC leaving the residential uses as TN.
7. The Idaho Falls Planning and Zoning Commission recommended approval of this Rezone as presented.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2019

Rebecca Casper - Mayor



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brad Cramer, Community Development Services Director


























DATE: Thursday, April 4, 2019

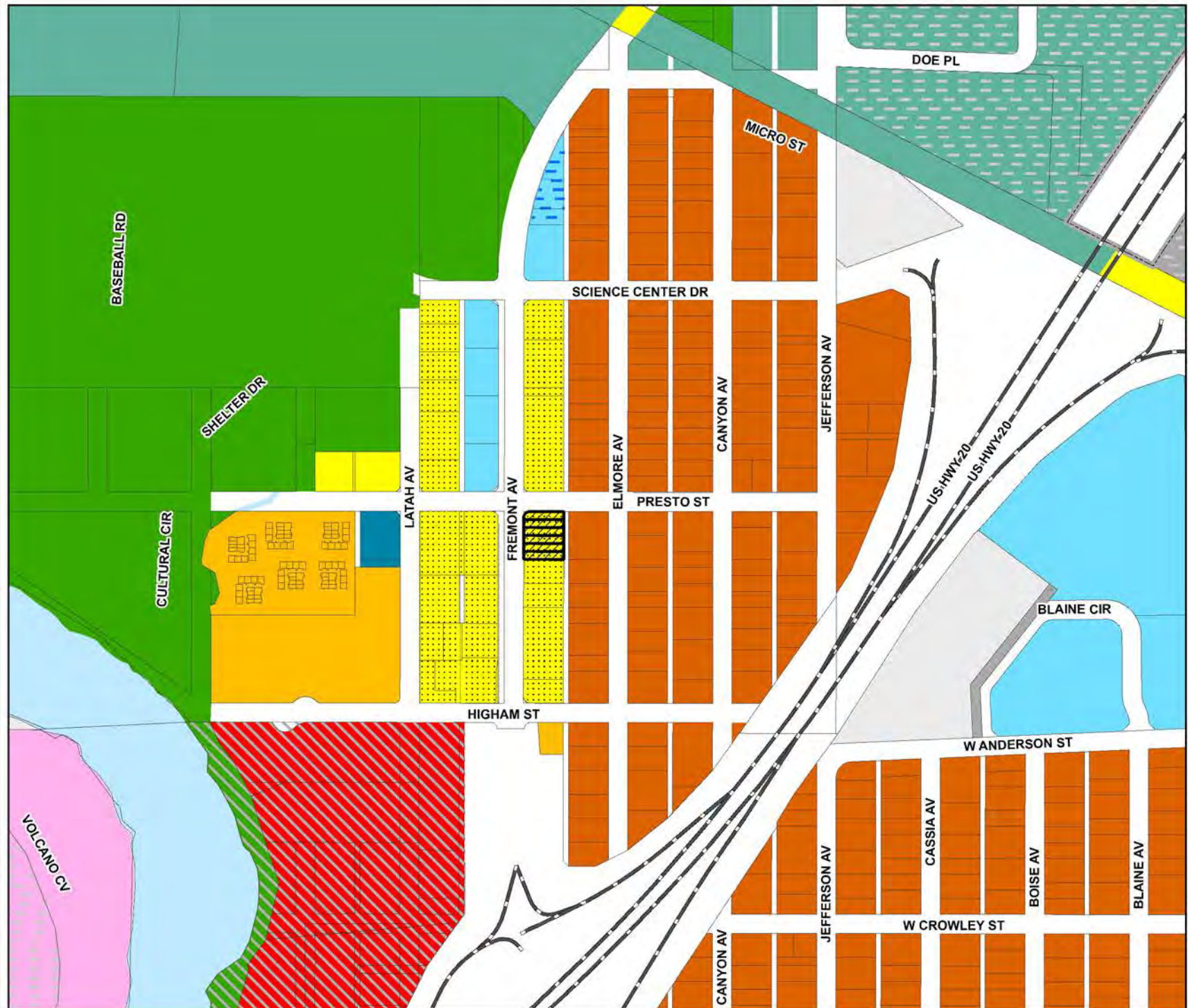
RE: Rezone from R1 with a PT Overlay to TN, Zoning Ordinance, and Reasoned Statement of Relevant Criterial and Standards, Lot 25 Less NW 85.84 sq. ft. and Lots 26-30, Block 24, Highland
Park

Attached is the application for Rezone from R1 with a PT Overlay to TN, Zoning Ordinance, and Reasoned Statement of Relevant Criterial and Standards, Lot 25 Less NW 85.84 sq. ft. and Lots 26-30, Block 24, Highland Park. The Planning and Zoning Commission considered this item at its March 5, 2019 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

Attachments: Vicinity Map
Aerial Photo
Staff Report, March 5, 2019
P&Z Minutes, March 5, 2019
Zoning Ordinance
Reasoned Statement 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

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





Latah Ave

Fremont Ave

Presto St

Elmore Ave

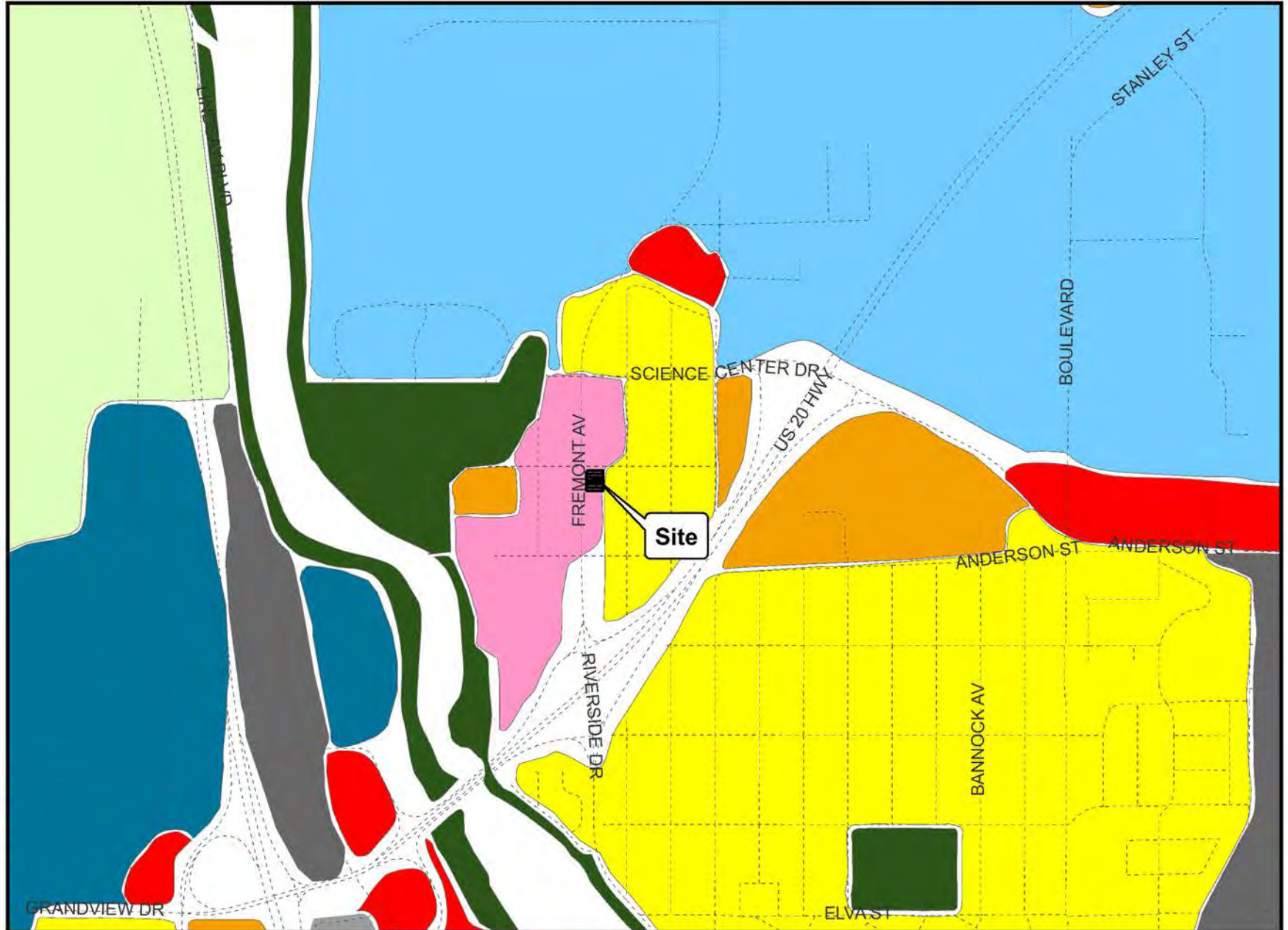
Canyon Ave

Rezone

Lot 25 Less NW 85.84 Sq Ft, Lots 26-30, Block 24, Highland Park

 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

REZONE FROM R1 WITH PT OVERLAY TO TN
Lot 25 Less NW 85.84 Sq Ft, Lots 26-30, Block 24, Highland Park
March 5, 2019



Community
Development
Services

Applicant: Roberts Investments

Location: Generally south of Science Center dr., west and north of US Hwy 20, and east of Fremont Ave.

Size: 0.428 acres

Existing Zoning:

Site: R1 with PT Overlay

North: R1 with PT Overlay

South: R1 with PT Overlay

East: TN

West: R1 with PT Overlay

Existing Land Uses:

Site: Vacant

North: Vacant

South: Residential

East: Vacant

West: Credit Union

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 with the PT overlay to TN to the Mayor and City Council.

History: These lots recorded May 16th 1892. From 1954 – 1996 aerial images show structures did exist at this location. From City aeriels the structures were removed between 1996 and 2000. This ground has been left vacant up to today. In 1987 the PT overlay was added to this area. In June of 1999 a site plan for apartments was approved but not acted upon. Again in 2002 a site plan for apartments was approved but not acted upon.

Staff Comments: The intent of the PT overlay is to maintain land use compatibility and enhanced the functioning of arterial streets. Fremont Avenue is designated as a minor arterial.

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.

Uses allowed in the PT Overlay Zone includes Multi-unit residential and a wide variety of commercial 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.

Area seeking rezone is approximately 18,651 SF. Under the PT zone this property can only develop if combined with the property to the east across the alley. This is problematic as the alley still in active use by other properties to the south.

The applicant will be required at time of site development to make improvements to Presto Street as well as the Alley.

April 2018 the TN zone was added to the City's zoning ordinance. Other parts of Highland Park received the TN zone. The lots just to the east received the TN Zone.

Staff Recommendation: To recommend to the Mayor and City Council approval of the rezone from R1 with the PT overlay to TN.

Comprehensive Plan Policies:

Limited neighborhood services shall be provided at the intersection of arterial streets and collector streets. Access to such services shall only be from collectors.

Convenience stores, dry cleaners, and other small retail stores designed to serve the immediate neighborhood should be located at an entrance of the neighborhood to be served by such development.

Page 41

Arterial corners shall support higher density housing, quasi-public services, or community/neighborhood commercial services.

Lots at the corners shall be of sufficient size to assure any access to the arterial, if permitted, shall be in accordance with the guidelines of *2012 Updated Access Management Plan* prepared by the Bonneville Metropolitan Planning Organization. Page 41

Neighborhood and community services shall be buffered from the residential neighborhood by fencing and landscaping.

The zoning ordinance shall be modified to specify fencing and landscaping requirements to reduce the noise and light from commercial uses that may affect residential neighbors. Page 41

Access to commercial properties shall be designed to minimize disruptive effects on traffic flow.

Every driveway is an intersection. To remove impediments on traffic flow, access should be governed by the principles found in *2012 Updated Access Management Plan* prepared by the Bonneville Metropolitan Planning Organization. Besides limiting the number of access drives, shared accesses should also be explored when reviewing new developments. 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. Page 49

Assure industrial and heavy commercial traffic does not move through neighboring residential areas.

Locating industrial lands adjacent to highways or arterial streets should prevent truck traffic from moving through residential lands. Unless the industrial area is less than 100 acres, four lane access roads are desirable. Commercial traffic should be directed to collectors and arterials which are not located in residential neighborhoods. Page 53

Rezoning

Considerations:

Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

	Applicant Response
Explain how the proposed change is in accordance with the City's Comprehensive Plan.	Increased density in older neighborhoods develop previously underdeveloped and empty lots. Revitalize and energize older neighborhoods with new construction that will increase home values.
What Changes have occurred in the area to justify the request for a rezone?	Recent option by city and planning to do traditional neighborhood zoning.
Are there existing land uses in the area similar to the proposed use?	Yes, adjacent 6 lots already zoned TN.
Is the site large enough to accommodate required access, Parking, landscaping, etc. for the proposed use?	Yes parking will be in rear of property. Property accessed by alley as City recommends.
Criteria for Rezoning Section 11-6-5(I) of Ordinance	Staff Comment
The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.	The Comprehensive Plan shows this area as Planned Transition. The TN Zone is consistent with the designation.
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 signals, and other transportation improvements.	Rezoning to TN will not result in traffic congestion or the need for wider streets, etc.
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.	Rezoning to TN 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.	Several adjoining parcels to the east received the New TN zone in April of 2018.

Transportation Plan:

Fremont Ave. Minor Arterial, Presto Street Local Street, and alley to the east

Zoning Ordinance:

TN Traditional Neighborhood Zone. This zone provides a residential zone which is characterized by a walkable, traditional residential neighborhood pattern with small lots and residences, a mix of housing types, and a grid street pattern with rear alleys. This Zone is situated in the historic neighborhoods within the central part of the City and in other locations where a traditional neighborhood character with a gridded street pattern is desired. The standards in this zone

contain elements of a form-based code allowing a variety of uses that will be required to integrate with the established characteristics of the existing neighborhood.

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = 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*			C ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	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 ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₁
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C ₂		C ₂
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 ₁	C ₂	C ₃	C ₃		C ₃	C ₃	C ₃
Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C ₂		

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Residential Care Facility							P	P
Retail					P*			C ₂
School*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Short Term Rental*	P	P	P	P	P	P	P	P
Transit Station								P

(Ord. 3218, 9-13-18)

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in 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.

(Ord. 3218, 9-13-18)

(A) Minimum and Maximum Lot Area.

- (1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 ft²), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots. This shall also not apply to conditional uses such as schools and religious institutions.
- (2) In the R2 zone, seven hundred and fifty square feet (750 ft²) shall be added to the minimum required area for each additional dwelling unit.
- (3) In the TN Zone, the maximum average lot area for subdivisions approved after the adoption of this Code, April 12, 2018, shall be six thousand two hundred and fifty square feet (6,250 ft²) in order to encourage a mix of lot sizes and dwelling types. (Ord. 3210, 8-23-18)

March 5, 2019

7:00 p.m.

Planning Department

Council Chambers

MEMBERS PRESENT: Commissioners Natalie Black, Gene Hicks, Arnold Cantu, George Swaney, Joanne Denney. (5 present 4 votes).

MEMBERS ABSENT: Margaret Wimborne, Brent Dixon, George Morrison, Lindsey Romankiw.

ALSO PRESENT: Planning Director, Brad Cramer, Assistant Planning Directors Kerry Beutler, Brent McLane; and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: Swaney moved to approve the February 5, 2019 minutes, Hicks seconded the motion and it passed unanimously.

4. RZON 19-002: REZONE.1381 Elmore; 6 Lots Along Fremont Ave. R1 w/ PT to TN.

Beutler presented the staff report, a part of the record. Swaney asked if the alley contiguous with the site will need to be improved along with the street. Beutler indicated that it will depend on the use. Hicks asked about access to the parcels. Beutler indicated that there will be no access to Fremont and access will come from Presto or the alley in the rear. Black asked and Beutler confirmed that with any development, the improvements on Presto will be required.

Black opened the public hearing.

Applicant: Eric Roberts, 185 Pavaro, Idaho Falls, Idaho. Roberts commended the City for the TN Zoning and believes its an amazing idea. Roberts has a project that is on Lomax and they are putting two houses on a 50' wide lot 15x60. Roberts indicted that this property will be used for the same development. Roberts indicated that he owns the property on Elmore and that together there will be 12 total lots with 10 houses on the lots. Roberts indicated that the homes will be two story with a basement, with a potential of 2200 sq. ft. 5 bedrooms, 3 bathrooms. Roberts indicated that if they are unable to get the rezone to TN, they will likely put (2) 4 plexes on the property. Roberts indicated that they would have rear alley access on all of the 10 lots to the houses with the potential for garages.

No one appeared in support or opposition.

Black closed the public hearing.

Swaney thanked the applicant for being present. Swaney cautioned the Commission that the application is for a rezone, and anything that fits within that zone can go on this piece of property. Swaney believes this rezone is a good idea and specifically removing the PT overlay which has been an impediment to any development.

Swaney moved to recommend to the Mayor and City Council approval of the Rezone from R1 with PT Overlay to TN, for Lot 25, Less NW 85.84 sq. ft. and Lots 26-30, Block 24, Highland Park, as presented, Cantu 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 LOT 25 LESS NW 85.84 SQ FT, LOTS 26-30, BLOCK 24, HIGHLAND PARK AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R1 ZONE WITH A PT OVERLAY ZONE TO TN ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is TN Zone for such annexed 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 March 5, 2019, and recommended approval of zoning the subject property to TN Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on April 11, 2019.

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:

Lot 25 Less NW 85.84 Sq Ft, Lots 26-30, Block 24, Highland Park

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "TN, 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 _____, 2019.

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 LOT 25 LESS NW 85.84 SQ FT, LOTS 26-30, BLOCK 24, HIGHLAND PARK AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM R1 ZONE WITH A PT OVERLAY ZONE TO TN ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
REZONE OF PROPERTY LOCATED LOT 25 LESS NW 85.84 SQ FT, LOTS 26-30,
BLOCK 24, HIGHLAND PARK.

WHEREAS, the applicant filed an application for Rezone on February 6, 2019; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on March 5, 2019; and

WHEREAS, this matter came before the Idaho Falls City council during a duly noticed public meeting on April 11, 2019; 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 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 approximately 0.428 acres located generally south of Science Center Dr., west and north of US Hwy 20, and east of Fremont Ave.
3. Surrounding properties are zoned residential R1 with the PT overlay, R3A, and TN.
4. The Comprehensive Plan designates this area as Planned Transition.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this Rezone as presented.
6. The rezone is consistent with the principles of the Comprehensive Plan.

II. DECISION

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

PASSED BY CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2019

Rebecca Casper - Mayor