



CITY COUNCIL MEETING

Thursday, April 25, 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. Item from Office of the Mayor:

- 1) Appointment of Fire Chief

B. Item from the Airport:

- 1) Master Contract with T-O Engineers

C. Items from Public Works

- 1) Bid Award – Well 19 New Well House
- 2) Bid Award – Seal Coats - 2019

D. Items from Municipal Services:

- 1) Treasurer's Report for the month of March, 2019
- 2) Approval of Hydroelectric Property Insurance Contracts for Idaho Falls Power
- 3) Purchase One (1) Replacement Toro Outcross Turf Utility Vehicle for Pinecrest Golf Course

E. Items from the City Clerk:

- 1) Expenditure Summary for the month of March, 2019
- 2) Minutes from the April 8, 2019 Council Work Session and Executive Session; April 11, 2019 Council Meeting; and, April 15, 2019 Council Work Session.

3) 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. Office of the Mayor – Economic Development

1) Economic Development Incentive Program: For consideration is a Resolution for an Economic Development Incentive Agreement between the City of Idaho Falls and proposed applicant. The Agreement, pursuant to City Code Title 1, Chapter 16, allows for expedited permit processing and waiver of fees associated with the establishment of a business at the discretion of the City Council. At the time of agenda publication, the associated documents are in the process of being gathered and finalized. Due to the timeliness factor of the project, it is requested that the item be considered, with documents provided at the time of the Council Meeting.

RECOMMENDED ACTION: To approve the Resolution of the Economic Development Incentive Agreement between the City and the 4/25/2019 stated applicant, and to grant the incentives contained therein, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. Public Works

1) Water Rights Lease Agreement with the City of Pocatello: For consideration is a Water Rights Lease Agreement with the City of Pocatello to lease 2,400 acre-feet of water at \$31.30 per acre-foot for a total cost to the City of \$75,120.00. Sufficient funds are available from the Water Fund.

RECOMMENDED ACTION: To approve the Water Rights Lease Agreement with the City of Pocatello and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

C. Community Development Services

1) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Silver Leaf Estates Division No. 4: For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Silver Leaf Estates Division No. 4. 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 Silver Leaf Estates Division No. 4, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Silver Leaf Estates Division No. 4, 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 Silver Leaf Estates Division No. 4, and give authorization for the Mayor to execute the necessary documents.

2) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing on the River Division No. 10: For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing on the River Division No. 10. 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 accept the Final Plat for Taylor Crossing on the River Division No. 10, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Taylor Crossing on the River Division No. 10, and give authorization for the Mayor to execute the necessary documents.

3) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Windsor Addition Division No. 1, 1st Amended: For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Windsor Addition Division No. 1, 1st Amended. The Planning and Zoning Commission considered this item at its March 5, 2019, meeting and recommended approval by unanimous vote. Staff concurs with that recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. To accept the Final Plat for Windsor Addition Division No. 1, 1st Amended, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Windsor Addition Division No. 1, 1st Amended, and give authorization for the Mayor to execute the necessary documents.

4) Public Hearing – Community Development Block Grant (CDBG) FY 2018 Comprehensive Annual Performance and Evaluation Report (CAPER): For consideration is the FY2018 CDBG Comprehensive Annual Performance and Evaluation Report (CAPER). The CAPER is an important document required by U.S. Department of Housing and Urban Development (HUD) in order to the City to continue to receive CDBG funding.

RECOMMENDED ACTION: No recommended action at this time.

6. **Announcements and Adjournment.**

CONSENT

AGENDA:



MEMORANDUM

TO: Idaho Falls City Council
FROM: Rebecca Casper, Mayor
DATE: 23 April 2019

RE: Appointment of
Idaho Falls Fire Chief

Item Description

Pursuant to Title 3, Chapter 2, Section 3-2-2 of the Idaho City Code, I respectfully request City Council confirmation of my appointment of Deputy Chief Duane Nelson to the position of Idaho Falls Fire Chief. For your insight, I have attached a resume and personal statement from DC Nelson. If approved, he would assume his new role effective 4 May 2019.

As Chief, DC Nelson will continue to bring his critical and unique expertise to the administration of our city's Fire Department. As you read his personal statement you will find that he has essentially been preparing for this leadership challenge in one way or another for the better part of the last three decades. You also will see that he has well-defined goals for the department.

Like many in public safety fields, DC Nelson has military experience. This has afforded him the opportunity to train and gain insight into fire service operations in a variety of settings. His service also provided him with first-hand leadership experience. Both satisfy the need for a city department lead to possess personnel *and* operations expertise.

I am particularly impressed with DC Nelson's initiative in obtaining his Master's degree in preparation for this job. Not many would rise to the challenge and put in that level of effort while still raising a family and in the midst of serving a year-long overseas deployment.

In addition to his fire service, military background and education, DC Nelson has experience working with the local union. Indeed, the Local Union leadership sent a letter of support—included in your packet. I believe this experience will prove to be an asset when labor contracts are negotiated. His understanding of the challenges and concerns of his employees will serve him well as he guides the day-to-day operations of the department.

Finally, in his years serving as a Deputy Chief, Duane has gained experience with broader aspects of city governance including budgets, policymaking, Council relations, city administrative processes, service to the public, etc. I am highly confident he will contribute well to the city's leadership team—indeed, he already has.

I wish to share a few words about the process I followed for this appointment. I first will point out that every executive search process I have participated in on behalf of the city has been unique. I therefore feel very comfortable asserting that there is no preferred or ideal process for hiring an executive. It is the circumstances of the department and the city that dictate the path forward.

-- Page 2 --

Upon learning of Chief Hanneman's retirement, I examined the full range of options for filling the vacancy. It quickly became clear that in his role as Deputy Chief for the past 4.5 years, DC Nelson has been professionally prepared to lead the department. This has been Chief Hanneman's leadership succession plan. You may recall that DC Nelson served as the Interim Chief before Hanneman was hired. After Chief Hanneman was hired, I learned that these two men were previously acquainted. Knowing that DC Nelson had served in the interim role, Chief Hanneman remarked to me that he believed DC Nelson was "Chief material" and that he would provide him with more opportunities to grow into that role. I believe this is how he came to serve as Deputy Chief.

When making this appointment, I also considered the fact that the IFFD currently is one of the region's leading mid-sized departments. We are thus in a very strong position in terms of attracting both new and lateral recruits. Our training model is superb in all the state. I am not interested in disrupting this success. I am not looking for a leader to take the department in a new direction—as we would no doubt see if we brought in outside leadership. To my mind, this points to the wisdom of following the succession plan and allowing DC Nelson to carry on with the impressive and innovative goals and projects already in the department pipeline.

I reached out to other agencies for additional insight including County Commissioners, Sheriff Wilde, the Fire District and others, and have attached those responses for your review. In addition, other Messages of support I received were unsolicited. You will note that one of those comes from our city's other Deputy Chief, Dave Coffey. This broad level of support was indeed persuasive.

We know the department is not without its challenges. DC Nelson and I have had frank conversations about this. I am confident his ideas for resolving the chronic overtime problem will serve to address the problem—at least in part. And to the extent that more reform is needed, I believe DC Nelson will be willing to innovate. We must also bear in mind that the chronic overtime issue is not unique to our department. It is endemic to the fire service and the search for innovative solutions requires a forward-looking leader. I believe DC Nelson is that leader.

Given that this is his first formal opportunity to serve as a Chief, I made an offer to DC Nelson for \$121,430 annually. As he performs, innovates and serves, over time he will be eligible for performance-based increases, upon evaluation, and as the city's budget will allow. He also will be eligible for any periodic inflation adjustments the Council may see fit to provide. And, pursuant to Title 3, Chapter 2, Section 3-2-2, our new Chief will have the opportunity and privilege of department reorganization, including new hires and promotions as needed to attain the goals he and his leadership team may set.

I encourage you to offer both your supporting vote and your enthusiastic welcome to Duane Nelson as he moves into the city's ranks of highly qualified Executives, Chiefs and Directors. Should you have ideas, concerns or just a desire to become better acquainted, I expect he will be reaching out to each of you personally upon assuming leadership of the IFFD on May 4th.

Duane A Nelson

Objective

The Idaho Falls Fire Department has made great strides to become the premier fire department in eastern Idaho. As a Chief with the Idaho Falls Fire Department, I am committed to building upon that foundation and taking our department to the next level and beyond. My leadership philosophy centers on a team dynamic that incorporates training, certification, experience and academia. The importance of these four key elements emanates from our department's mission of providing professional life-saving services.

Professional Accomplishments

Idaho Falls Fire Department

- Fire Fighter: Hired 1997
- Driver Operator: Promotion 2003
- Fire Inspector II: Promotion 2008
- Interim Fire Chief: Promotion 2014
- Deputy Fire Chief: Promotion 2015

Idaho Falls Fire Department

- Move-Up Fire Officer: 2004-2014

Idaho Army National Guard

Fire Chief: 1996-Current

Idaho Falls Fire Department

- Fire Fighter of the Year, 2004
- CPR Coordinator
- ARFF Initial Course, Coordinator/Instructor
- Member of Fire Department Contingent, Hurricane KATRINA
- Fire Investigation Team Leader- Coordinated (FIT) Certification Curriculum
- Idaho EST Fire Instructor Level I
- Idaho EST Fire Training Evaluator
- Electric Vehicle Extrication and Safety Instructor
- Idaho Falls Fire Fighters Local 1565 E-Board Member, 2007-2010
- Idaho Falls Fire Fighters Local 1565 President, 2011-2014
- Interim Fire Chief, 2014
- Deputy Fire Chief, 2015-Present

Idaho Falls Community Involvement

- CPR Instructor/ Training Center Faculty, 2004-2015
 - Humanitarian Service Projects
 - American Legion
 - Idaho Falls Youth Hockey Association
-

Duane A Nelson

Idaho Army National Guard-Fire Fighting Unit (ARFF/ Structural/ Wildland)

- Fire Fighter, Graduate Fire School
- Fire Team Leader, Promotion
- Fire Chief, Promotion
- Deployment (2), Fire Team Leader and Fire Chief

Secondary Education

| | | |
|-----------------------------------|----------------------------------|----------------|
| Idaho State University | A.S. Fire Service Administration | Graduate, 2009 |
| College of Eastern Idaho | A.A.S. Fire Science Technology | Graduate, 2010 |
| Idaho State University | B.S. Fire Service Administration | Graduate, 2012 |
| The Pennsylvania State University | M.P.S Psychology of Leadership | Expected, 2019 |

National Fire Academy

| | | |
|-----------------------|--|-----------------------|
| National Fire Academy | Fire/Arson Investigation | Resident Course, 2005 |
| National Fire Academy | Preparing for Initial Co. Operations | Non-Res. Course, 2006 |
| National Fire Academy | Fire Protection Systems/Structures | Resident Course, 2008 |
| National Fire Academy | Command/Control Wildland Urban Interface | Non-Res. Course, 2009 |
| National Fire Academy | Interview/Interrogation | Resident Course, 2010 |
| National Fire Academy | Incident Safety Officer | Non-Res. Course, 2010 |

International Fire Service Accreditation Congress (IFSAC)

IFSAC Hazardous Material Awareness
IFSAC Hazardous Material Operations
IFSAC Firefighter I
IFSAC Firefighter II
IFSAC Airport Firefighter
IFSAC Fire Apparatus Driver/Operator-Pumper
IFSAC Fire Apparatus Driver/Operator-ARFF
IFSAC Fire Apparatus Driver/Operator-Mobile Water Supply
IFSAC Fire Inspector I/II
IFSAC Fire Instructor I/II
IFSAC Fire Officer I-IV

National Incident Management System (NIMS) /
Incident Command System (ICS)

ICS 100/200/300/400

NIMS-700/ 701/ 702/ 703/ 704/ 800



April 16, 2019

Mayor Rebecca Casper:

Thank you for the opportunity to provide insight into my career path, how I have developed over the past five years and what my goals are for the future of the Idaho Falls Fire Department. I realize that transitioning to new leadership, particularly municipal leadership, naturally results in uncertainty and anticipation. I respect the process and hope that the following information will help provide some reassurance and confidence in me and our administrative team and personnel to work with city officials to take our department to the next level.

I have 29-years of experience in the fire service, beginning my career in 1991 as a firefighter in the Idaho Army National Guard. I then took my military experience and applied it at the Idaho Falls Fire Department where I was hired in 1997. I moved up the ranks and gained valuable experience in each role as a Firefighter/Paramedic, Driver and Deputy Chief of Administration. During that time, I was also involved in the Idaho Falls Firefighters Local Union 1565 where I served in leadership roles, including Vice President and then President for four years. Serving in both administration and union capacities gave me a unique and balanced perspective of union negotiations.

In 2014, I served as Interim Chief, bridging the gap between the retirement of former Chief Ellis and incoming Chief Hanneman. As Interim Chief, I not only assumed the responsibility of providing oversight of the budget process, but I also learned more about what the position entails and where I needed to grow in order to eventually lead the department. Over the past five years, I have shadowed Chief Hanneman and taken advantage of opportunities to build on my experience while strengthening my leadership skills. I was tasked with the role of project manager for the design and construction of our new downtown Fire Station 1 Headquarters, so I am familiar with the myriad of responsibilities associated with building a fire station from the ground up. This skillset will not only benefit the department but also the region as we continue to work with our stakeholders to build a regional training facility. I have worked side-by-side with the department's administrative team on both union negotiations and negotiations with neighboring jurisdictions. Together we have established mutual aid agreements with all of our partnering agencies and jurisdictions. We have also built and negotiated all of the Emergency Medical Service Contracts for Service with Bonneville, Bingham and Jefferson Counties. It is because of our team's dedication to establishing these agreements that we

now have strong working relationships with our mutual aid partners. These relationships will ultimately result in more effective response efforts in the future to meet our region's growing needs.

In addition to my extensive knowledge of fire operations, I obtained my Fire Officer III and IV – qualifications directly related to fire service budgeting and administration. I also completed my Bachelor's Degree in Fire Service Administration and, in two weeks, will graduate from Pennsylvania State University with a Master of Professional Studies in Psychology of Leadership. The additional education has expanded my knowledge of human resources, business management and what it takes to lead and navigate the department through ever-changing landscapes and demographics. My one-year military deployment in 2017-2018, added to my leadership skills. While overseas in Bulgaria and Romania, I successfully united 31 personnel, representing four different states and two European countries, into four very effective firefighting teams. I returned home from that deployment with a greater understanding of how to work with external partners – both in the civilian and military setting – to develop and manage a diverse workforce.

Under the direction of Chief Hanneman, our department has changed dramatically over the past five years, and I look forward to building upon the great work our team has accomplished. As a team we have identified one-year and five-year goals to include accreditation; the creation and implementation of a Fire Facility Master Plan and Standard of Cover; the development and implementation of new policies, procedures and standards based on industry best practices; and the expansion of our training capabilities. To complement a professional training program, we will continue efforts of developing a Career Development plan and succession planning for all department personnel which includes an Associates of Applied Science degree or higher. In addition to these goals, I will work together with our management team, Municipal Services and City Officials to tackle our department's overtime issue. I will also focus my efforts on performing audits on our Emergency Medical Services and Wildland Firefighting to right-size both of these programs while navigating through potential changes within neighboring jurisdictions. I will continue to build stronger relationships with external departments, including the Idaho National Laboratory and Ammon Fire Department.

I will continue my efforts with department administration to build a more robust Behavioral Health Assistant Program in response to career-related stressors that are uniquely affecting fire and EMS personnel, not only in our department but across the nation. To mirror the Idaho Falls Police Department's *Trust Team*, we are currently working with our staff to identify individuals who want to be part of the *IFFD Trust Team*. This is the first step in building upon this program. These individuals will work in conjunction with professional counselors and be trained to recognize and engage with employees who may be in immediate need of assistance. The established relationships within our department are a critical component of the *Trust Team*. Another critical component of the program is developing relationships, trust and understanding with

counselors. We will have counselors come into the stations to train with the staff and ride along with them, to gain a better understanding of the types of calls they go on and begin establishing trust.

Reflecting back over the past five years, it is astonishing how much we have accomplished. We've had significant challenges and changes to overcome, but we met those challenges head on. The Idaho Falls Fire Department is on an upward trajectory, and I am confident that we will meet the next set of challenges with as much professionalism, dedication and determination. Thank you again for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Nelson', with a stylized flourish at the end.

Deputy Chief, Duane Nelson

Council Members—

I sent a variation of the following message to several agencies that interact with the IFFD on a fairly regular basis:

Hello. I am writing to seek your input on a potential in-house appointment to replace Chief Hanneman upon his retirement. I interested in your opinion of Deputy Chief Duane Nelson's ability to interface with [your agency] and communicate effectively. Have you had experience working with Duane? Any input you can provide will be a welcome addition to my deliberations.

*Thank you,
Rebecca*

What follows is a summary of the variety of responses I received. (NOTE: Some email responses contained elements of a personal message or other items of business. I have omitted those parts that were not relevant to the appointment of Duane Nelson.)

Rebecca

Rebecca,

Thanks for reaching out. I have met recently with Chief Hanneman and Duane. We did work with Duane when he was interim chief before Dave came. We found him great to work with back then and have been thankful for Chief Hanneman's efforts to enter into agreements with other cooperators in the area. We have agreements with all 50 departments in southeastern Idaho as wildfires in our fuel type know no boundaries and travel long distances in a short time when conditions are right (Henry's Creek Fire comes to mind). It has been great to see fire and law enforcement agencies expand their agreements to assist each other as well. The mobilization of law enforcement and fire departments to assist on the Grassy Ridge Fire last year in Dubois is nothing short of amazing.

From my standpoint, Duane is great to work with and we would look forward to continue to build on our relationship. I can't speak for other local cooperators, but I haven't heard or seen anything that would make me think their opinion would be any different. The challenge is working with some of the small or rural/volunteer departments and not coming across as arrogant or judgmental from a fully paid, professional department or federal entity for that matter. Again, it has been refreshing to see the Idaho Falls Fire Department enter into more agreements with the surrounding area and provide training and assistance to those same areas. I know both of our agencies have worked closely with Clark County this winter and I look forward to that level of outreach and engagement to continue.

Thanks,
Joel Gosswiller
Fire Management Officer, Idaho Falls District BLM Mayor,

I have always had a very positive opinion and working with Duane. Good choice.

Thanks,
Roger [Christensen, Bonneville County Commissioner]

I appreciate this opportunity, however, I have had very limited interaction with Deputy Chief Nelson. He was in our office last week with Chief Hanneman which gave me the opportunity to learn more about his background and hear his thoughts on issues related to the County. I was impressed by his depth of experience and his confident character.

The fire Chief is a critical position in our community. I trust and look forward to your decision.

Have a nice day,
Bryon [Reed, Bonneville County Commissioner]

Mayor

Thank you for reaching out. The Sheriff's Office has had the chance to work with Duane on a number of issues. He has communicated effectively with us and we are comfortable with reaching out to him when needed. Sam Hulse works with Duane on the 911 advisory board and I have been attending those meetings. Duane came into the computer system a bit behind because of his absence but he is working diligently to get the Fire system up and running the way they would like it to be.

When you put Duane in as the interim Chief our interaction was positive and we worked well together. Our line staff works well with the Fire Department and I do not see that changing if Duane were to be made the Chief.

The one thing I would say about Duane and this could be just the duties that he has been assigned, he could get out and be a bit more social. Being part of the community as the Fire Chief is important. Hanneman has done an exceptional job of reaching out and engaging.

I would be more than happy to meet and discuss this further if you feel the need. As always thank you for including me in these areas that we work so closely with.

Paul [Wilde, Sheriff]

Thank you for reaching out, I hope you received our letter from the Fire District Commission. In it we wholeheartedly endorse Duane Nelson. We worked with Duane before you appointed Chief Hanneman. In fact that year it was Duane with whom we worked to secure the contract. We respect Duane and think he would serve with distinction. I personally think that Duane has the proper demeanor for the position. As a senior NCO in the Idaho Nat'l Guard that has been deployed, and managed soldiers on said deployment, gives him leadership experience that you can only get by doing. I personally think Duane would be a great choice.

*Thank you,
Dan Gubler [Mayor, Iona and BC Fire Protection District 1 Commission Chair]*

Mayor Casper,

Sorry for the delay in my response. I have been in negotiations for the last two days and finally dug down to your email. Once again I am honored that you consider my input, it means a lot. Unfortunately, I have to admit I do not have much experience interfacing with Chief Nelson. We talked briefly during AICs day at the capitol but other than that I have not seen him out and about much. He has not been involved in the IFCA and I have not run into him at other industry events. I have run into Chief Coffee far more often, but I don't know what Chief Hanneman has for their responsibilities.

If I can be of further assistance please feel free to email or call.

*Thank You,
David G. Gates, MBA, EFO
Fire Chief, Pocatello Fire Department*

From: [Dave Coffey](#)
To: [Rebecca Casper](#)
Subject: Duane Nelson
Date: Tuesday, March 26, 2019 3:29:28 PM
Attachments: [image001.png](#)

Mayor,

I just wanted to take a moment of your time to share some thoughts. I think Duane will make a great Fire Chief! Is he Dave Hanneman? No. Will he do things differently? Most definitely! Will he be an effective leader? Yes, I have no doubt. Over the span of the past 21 years, I have worked with Duane as we have advanced through our careers. It has been my experience that Duane has always strived to be the best at what ever position he was filling. As you know, Duane is currently my counterpart and he sets a standard of work performance that is difficult to keep pace with. His knowledge of the fire service, coupled with his leadership style, has earned him the respect of his superiors, peers and subordinates alike. My job for the past four years has been to make Chief Hanneman look good and I hope I have done that. I will continue to work hard to make Duane successful as well. To sum it up Mayor, you can rest assured Duane will be an effective Chief.

Very Respectfully,



Operations
Dave Coffey | *Deputy Chief*

343 E Street
Idaho Falls, Idaho 83402
Work: (208) 612-8339
Cell: (208) 201-6944
Fax: (208) 612-8513
DCoffey@idahofallsidaho.gov

From: [Paul Radford](#)
To: [Rebecca Casper](#)
Subject: Deputy Chief Duane Nelson
Date: Sunday, March 31, 2019 10:13:36 PM
Attachments: [image001.png](#)

Mayor Casper,

As you know I have been a member of this fire department in both good and bad times. It still feels like yesterday when we as Company Officers sat down with you and discussed what was broken in our department and what was needed to fix it. You made a very bold decision at that time and named Duane Nelson as the Interim Fire Chief until we had the opportunity to bring Chief Hanneman here. Chief Hanneman has brought many good things to our department and has set us on, which I feel, is a very good course of direction. Deputy Chief Nelson has been an integral part of this and the time that he was absent on deployment highlighted what a strong asset he is to our fire department. The biggest issues facing our department now are solidifying the many new changes we have brought in and making them work to their utmost potential. That being said Deputy Chief Nelson was probably not ready for that task 4 years ago but is more than ready and capable for these challenges now. He has worked tirelessly to prepare himself for this position and I give him my strongest recommendation and hope that you give him every consideration as our next Chief of Department.

Thank you for your time,
Paul



Operations
Paul Radford FO, B.S., MO | Battalion Chief

343 E St.
Idaho Falls, Idaho 83402
Work: (208) 612-8413
Cell: (208) 390-8782
Fax: (208) 612-8513
PRadford@idahofallsidaho.gov



P.O. Box 51330
Idaho Falls, Idaho 83405

RECEIVED

APR 01 2019

Mayor's Office

March 25, 2019

Mayor Rebecca Casper
308 Constitution Way
P.O. Box 50220
Idaho Falls, Idaho 83405-0220

RE: *Duane Nelson*

Dear Mayor Casper:

I am writing to share the endorsement of the commissioners of the Bonneville County Fire Protection District No. 1 ("Fire District") of Duane Nelson to serve as the City of Idaho Falls Fire Chief ("Fire Department").

The Fire District has worked with Mr. Nelson in his various capacities with the Fire Department. The Fire District has found him to be well informed and to possess those leadership and management skills that are necessary to direct the complex operation of one of the best Fire Departments in Idaho.

The Fire District appreciates its relationship with the City of Idaho Falls and we are hopeful to advance our mutual interests in the future.

Best regards,

A handwritten signature in dark ink, appearing to read "Daniel Gubler". The signature is fluid and cursive, written over a light blue horizontal line.

Daniel Gubler, Chairman
Bonneville County Fire Protection District No. 1

RECEIVED

APR 11 2019

Mayor's Office

Idaho Falls Fire Fighters

Local 1565

March 29, 2019

Mayor Rebecca Casper
308 Constitution Way
Idaho Falls, ID 83405

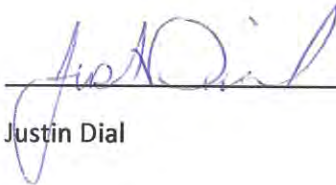
Dear Mayor Casper:

We are writing to you regarding the position of Fire Chief for the city of Idaho Falls. Local 1565 would like to recommend Chief Duane Nelson as the next Fire Chief. Chief Nelson is a leader. He understands what it takes to get the most out of this department. As a member of this department for the past 20 plus years he knows what is needed to continue to move us forward. Over the last four and a half years we have seen tremendous growth in Chief Nelson. Although we have not always seen eye to eye on all decisions he has always treated us with respect and tried to understand our point of view.

Chief Nelson has great character and makes decision based on what he believes is best for the employees and the city. One of his greatest traits is the ability to recognize when a mistake has been made, own that mistake, and quickly remedies the situation.

We would be proud to call Chief Nelson our next Fire Chief.

Sincerely Local 1565,



Justin Dial



Justin Morgan



Jon Drollinger



MEMORANDUM

FROM: Rick Cloutier, C.M., Airport Director

DATE: Wednesday, April 24, 2019

RE: Master Contract with T-O Engineers

Item Description

Attached is a 5 year agreement with T-O Engineering for consulting services.

Purpose

This agreement is for engineering and environmental consulting services for a period of 5 years. The FAA requires that airports enter into an on call consulting agreement for airport projects.

Fiscal Impact / Financial Review

None, this agreement does not contract the airport for any current or future projects. All contracts for future projects require individual council approval.

Legal Review

Legal has reviewed this agreement

Interdepartmental Review

N/A

Recommended Action

The department request that council approve this document and allow the mayor and city clerk to execute.



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☒ Safety



☐ Sustainability



☒ Transportation

T-O ENGINEERS, INC.
MASTER AGREEMENT FOR PROFESSIONAL SERVICES

T-O Engineers, Inc.

Date: April 11, 2019

THIS AGREEMENT is between the **City of Idaho, a municipal corporation of the State of Idaho**, hereinafter referred to as "**Client**" and **T-O Engineers, Inc.**, an Idaho Corporation, hereinafter referred to as "**Consultant**". The Client and Consultant in consideration of their mutual covenants herein contract and agree as follows:

The Client intends to **complete various improvements and tasks at the Idaho Falls Regional Airport**, hereinafter referred to as the "Project" or "Projects". This Agreement will serve as a 'Master Agreement' for these Projects. Services under this Agreement will be provided by Consultant as described in separately authorized Work Orders. Services to be provided are expected to include but are not limited to the following:

- Design of airfield, terminal and landside improvements
- Services during construction
- Airport planning and environmental
- Services related to application for and administration of grant funds from various sources, including Federal Aviation Administration (FAA)
- General consulting services related to airport development, operations and/or management

A) CLIENT INFORMATION AND RESPONSIBILITIES

1. The Client shall timely provide to Consultant a complete description of the Project including: Client's requirements for the Project, objectives and constraints, capacity and performance requirements, flexibility and expandability needs, any budgetary limitations, and all design and construction criteria which Client requires be incorporated into the Project.
2. Client shall timely provide to Consultant all associated or applicable project information including: data and documents prepared by others, soil and subsurface explorations, hydrologic information, laboratory tests, inspection reports, environmental assessments, title reports, records of survey, warranty deeds, and land use restrictions, all of which Consultant may use and rely upon in performing services under this Agreement.
3. The Client shall timely obtain permission for Consultant to enter upon public and private property, as required, for Consultant to perform services under this Agreement.
4. If Client is not the owner of real property underlying the Project, then Client shall, as a condition of Consultant proceeding with work, timely provide to Consultant: 1) written acknowledgment of this Agreement by the property owner and 2) documentation acceptable to Consultant that is executed by the property owner confirming that Client is authorized by owner as an agent to act on their behalf.
5. Additional Client responsibilities may be defined by mutual agreement in individual Work Orders.

B) SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide professional services under this Master Agreement for Professional Services, as described in separately authorized Work Orders. Each Work Order shall include a detailed scope of work and fee estimate for the intended Project, which will be negotiated separately with Client. Once mutually agreed to, Work Orders shall be executed and automatically incorporated by reference into and made part of this Agreement.

C) BASIS OF FEE AND BILLING SCHEDULE

The Client shall timely pay Consultant for services set forth and provided under each Work Order entered into under this Agreement. Client shall timely pay Consultant for additional services authorized by written amendment to each Work Order. Fees shall be based on hourly charges and direct expenses during the performance of work described in each Work Order. Hourly charges are the product of actual time expended on the Project multiplied by the hourly billing rate for that employee classification as shown on the Consultant's current Fee Schedule, attached to each Work Order. Direct expenses are the sum of all expenditures attributable to the Project that are not labor charges, including subconsultant fees. Hourly and direct expense rates are subject to annual review and revision by Consultant.

Fees for each Work Order will be determined using one or both of the following methods. Each Work Order will clearly identify which method applies to which portion of the work.

1. Contract Amount (Not to Exceed)

Fees for services negotiated under this method will be billed using hourly and direct expense rates for costs incurred. A maximum total fee for services to be provided shall be included in the scope of work attached to each Work Order. If additional tasks and fees are required, these will be added by amending the Work Order.

2. Lump Sum

The lump sum fee for services to be provided shall be included in the scope of work attached to each Work Order. The portion of the lump sum that is invoiced monthly will be based on Consultant's estimate of percentage of scope of work completed.

TERMS AND CONDITIONS

1) GENERAL

- a. Consultant shall provide professional services for the Client on the Project described in this Agreement. These services shall be performed in accordance with generally accepted professional practices and standards of care and skill ordinarily used in Consultant's profession under similar circumstances. Consultant makes no other warranty, either expressed or implied, as to performance of professional services.
- b. Consultant shall not be responsible for acts or omissions of any other party involved in the Project.
- c. Consultant has not been retained to supervise, direct or have control over the work of any construction contractor or their subcontractor or supplier, hereinafter referred to collectively as "Contractor". Consultant does not have authority over, or responsibility for: Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with applicable laws and regulations.
- d. Consultant can neither guarantee the performance of any Contractor nor assume responsibility for Contractor's failure, if any, to furnish and perform work in accordance with any construction contract documents or recommendations issued by Consultant.
- e. The Client understands and agrees that subsurface and soils characteristics may vary greatly between successive test points and sample intervals. Consultant makes no warranties, expressed or implied, as to the services or data furnished by professionals providing soils testing or geotechnical advice.

2) OPINIONS OF COST

- a. Consultant may be asked to provide opinions of probable construction or Project costs as part of the professional services under this Agreement. The Client understands and agrees that: Consultant has no control over the cost of labor or materials furnished by others or market conditions, Consultant's opinions of probable cost are based on Consultant's experience and judgment, Consultant does not guarantee or warrant that bids or estimates prepared by Contractors will not deviate from opinions of probable cost provided by Consultant, and Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

3) REUSE AND OWNERSHIP OF DOCUMENTS

- a. All documents prepared by Consultant are instruments of service with respect to the project, and Consultant shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.
- b. Consultant shall grant to Client, upon full payment to Consultant for services rendered, a non-exclusive, irrevocable,

unlimited, royalty-free license to use any hard copies of documents prepared by Consultant for Client. Client may make and retain hard copies of such documents for their information and use.

c. Client agrees that work product is not suitable for use on the Project unless completed by the Consultant for the specific purpose intended, and any other use of Consultant's work product by Client will be at Client's sole risk without liability of Consultant.

d. The Client shall timely pay, assume, defend, indemnify and hold Consultant harmless from any claims, damages, losses and expenses, including attorney's fees, arising from unauthorized reuse of all work product prepared by Consultant.

4) GOVERNING LAW

a. The laws of the State of Idaho shall govern the validity of this Agreement, its interpretation and performance, and all remedies for breach of contract or any other claims related to this Agreement.

5) SUCCESSORS AND ASSIGNS

a. Client and Consultant are hereby bound, and their partners, successors, executors, administrators and legal representatives are likewise bound, to the other party to this Agreement, in respect of all covenants, agreements and obligations of this Agreement.

b. Neither Client nor Consultant may assign or transfer any rights, duties or responsibilities under this Agreement without prior written consent of the other party.

c. Nothing under this Agreement shall be construed to provide any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6) TIMES OF PAYMENTS

a. Consultant shall submit monthly invoices for services rendered and for direct expenses incurred. Client shall timely make monthly payments. Invoices are due and payable within thirty (30) days of the date of the invoice.

b. All account balances not paid in full within thirty (30) days of the date when first invoiced are overdue and subject to interest at the rate of twelve (12) percent (%) per annum compounded monthly from the date when first invoiced until paid in full. Any payments received shall be credited first to accrued interest and then to principal.

c. All fees and costs incurred by Consultant to collect overdue account balances shall be added to the account balance.

7) RISK ALLOCATION AND REMEDY

a. To the fullest extent permitted by law, Consultant's total liability to Client, and anyone claiming through or under Client, for any and all injuries, claims, losses, expenses, damages, or claimed expenses arising out of this Agreement, or in any way related to a Work Order executed under this Agreement, from any cause(s) shall not exceed \$1,000,000 or the total compensation received by Consultant under the Work Order, whichever is greater. Such causes include but are not limited to Consultant's negligence, errors, omissions, strict liability, or breach of contract.

b. To the fullest extent permitted by law, the Client and Consultant hereby waive any and all claims for special, incidental, indirect or consequential damages arising out of or in any way related to the Project.

8) INSURANCE

Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability and comprehensive general liability insurance coverage with a combined single limit for property damage and liability of One Million (\$1,000,000.00) Dollars. The Consultant shall acquire and maintain Professional Liability Insurance in the amount of One Million (\$1,000,000.00) Dollars.

9) INDEMNIFICATION

Consultant shall indemnify and hold harmless the Client from any and all claims and costs of defense of said claims, including attorneys' fees, arising from the employment of the Consultant under this contract that are attributable solely to the fault of the Consultant to the extent allowed by Idaho Code. The Client will indemnify and hold harmless Consultant from any and all claims arising under the performance of this contract, which are attributable solely to the fault of the Client.

10) HAZARDOUS ENVIRONMENTAL CONDITIONS OR MATERIALS

a. Consultant's services exclude any services related to hazardous materials or a hazardous environmental condition, including hazardous materials as defined by federal, state and local law. Discovery of hazardous materials after the date of execution of this Agreement mandates renegotiation of Consultant's scope of work or suspension or termination of services.

b. The Client hereby waives any claim against Consultant, and shall timely pay, assume, defend, indemnify, and hold Consultant harmless from any claim or liability for injury, loss, damages or expenses arising from hazardous materials.

11) DISPUTE RESOLUTION

All claims or disputes arising out of this Agreement shall first be addressed through non-binding mediation and no litigation or arbitration shall occur unless said mediation is unsuccessful in resolving any such claims or disputes.

12) RECOVERY OF DISPUTE RESOLUTION COSTS

a. In the event that legal action is brought by either party against the other, the prevailing party shall be timely reimbursed by the other party for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses.

The following Terms 13 through 30 are federally mandated contract provisions. These provisions are included, as it is anticipated federal funds will be used for Project(s) covered by this agreement.

13) ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Client, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

14) BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Client will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Client reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Client elects to terminate the contract. The Client's notice will identify a specific date by which the Consultant must correct the breach. Client may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Client's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

15) GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

16) CIVIL RIGHTS - TITLE VI CLAUSES

Compliance with nondiscrimination requirements:

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of

the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and consultants, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

17) CLEAN AIR AND WATER POLLUTION CONTROL

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Client immediately upon discovery. The Client assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

18) CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

19) DEBARMENT AND SUSPENSION

Certification of Consultant Regarding Debarment

By submitting a bid/proposal under this solicitation, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Consultants Regarding Debarment

The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate of Consultant Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

20) DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) – The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DGT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Client. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Client. This clause applies to both DBE and non-DBE subcontractors.

21) TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

22) ENERGY CONSERVATION REQUIREMENTS

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq.).

23) FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor — Wage and Hour Division.

24) CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25) OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

26) SEISMIC SAFETY

The Consultant agrees to ensure that all work performed under this contract, including work performed by subconsultants, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

27) CERTIFICATION OF CONSULTANT REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

1) The Consultant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The Consultant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

28) TERMINATION OF CONTRACT

Termination for Convenience (Professional Services)

The Client may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Client, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Client all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this contract, whether complete or partially complete.

Client agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Client further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

29) TRADE RESTRICTION CERTIFICATION)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001. The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

30) VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

End of federally mandated contract provisions.

31) EXTENT OF AGREEMENT AND AMENDMENTS

- a. This Agreement, including any attachments and the Terms and Conditions, represents the entire agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreements, written or oral.
- b. Client may furnish to Consultant a signed copy of this Agreement by scanned or facsimile media and Consultant may rely upon the authority of such media.
- c. A signed Agreement constitutes a notice to proceed in the absence of any written directive otherwise from Client.
- d. This Agreement may be amended only by written instrument duly executed by both Client and Consultant. For purposes of signatures on any amendments, Client and Consultant agree that email directives, or scanned or faxed signatures are acceptable and that each party may rely upon the authority of such communications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT: City of Idaho Falls, Idaho
ADDRESS: Idaho Falls Regional Airport
2140 North Skyline Drive #12
Idaho Falls, Idaho 83402

T-O Engineers, Inc.
2471 South Titanium Place
Meridian, Idaho 83642

BY: Rebecca L. Noah Casper

TITLE: Mayor

SIGNATURE: _____

DATE: _____

BY: David A. Mitchell

TITLE: Vice President

SIGNATURE: D. Mitchell

DATE: 4.11.2019



MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director

DATE: Wednesday, April 17, 2019

RE: Bid Award – Well 19 New Well House

Item Description

On Tuesday, April 9, 2019 bids were received and opened for the Well 19 New Well House project. A tabulation of bid results is attached.

Purpose

The purpose of this project is to construct necessary improvements to put Well 19 into service.

Fiscal Impact / Financial Review

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

Legal Review

N/A

Interdepartmental Review

Reviews have been conducted with all necessary city departments to ensure coordination of project activities.

Recommended Action

Public Works recommends approval of the plans, and specifications, award to the lowest bidder, Rivers West Construction, Inc, in an amount of \$855,985.00 and, authorization for the Mayor and City Clerk to sign contract documents.



☐ Economic



☐ Governance



☒ Growth



☐ Learning



☐ Livable



☐ Safety



☒ Sustainability



☐ Transportation

City of Idaho Falls

Engineering Department Bid Tabulation

Project: Well 19 New Well House
Submitted: Kent J. Fugal, P.E., PTOE

Number: 2-38-19-2-STR-2019-12
Date: April 9, 2018

| Item Number | Reference Number | Description | Estimated Quantity | Unit | Engineer's Estimate | | Rivers West Construction, Inc. | | Industrial Construction, Inc. | | CR Clark Construction, LLC | |
|--------------|------------------|-------------------|--------------------|------|---------------------|---------------------|--------------------------------|--------------|-------------------------------|----------------|----------------------------|----------------|
| | | | | | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount |
| SP-1 | Section 011000 | Well 19 Pumphouse | 1 | LS | \$850,000.00 | \$850,000.00 | \$855,985.00 | \$855,985.00 | \$1,014,183.00 | \$1,014,183.00 | \$1,079,000.00 | \$1,079,000.00 |
| TOTAL | | | | | | \$850,000.00 | \$855,985.00 | | \$1,014,183.00 | | \$1,079,000.00 | |



CITY OF IDAHO FALLS, IDAHO

WELL 19 PUMPHOUSE

PROJECT #2-38-17-1-WTR-2017-43

FEBRUARY 2019

MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

JOHN RADFORD

THOMAS HALLY

MICHELLE ZIEL-DINGMAN

SHELLY SMEDE

JIM FRANCIS

JIM FREEMAN

CITY ENGINEERING DEPARTMENT

CITY PUBLIC WORKS DIRECTOR

CHRIS H FREDERICKSEN, P.E.

ASSISTANT PUBLIC WORKS DIRECTOR

CHRIS CANFIELD P.E.

CITY ENGINEER

KENT J FUGAL P.E., PTOE

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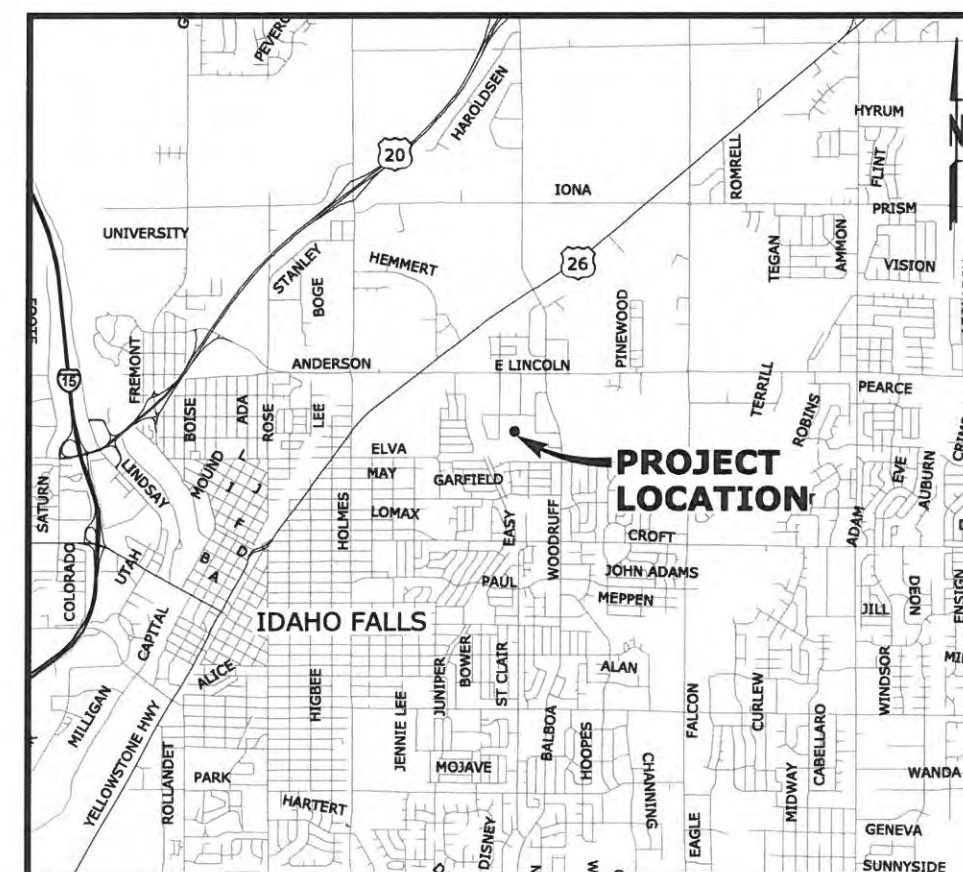
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VICINITY MAP

SCALE: 1"=3000'

murraysmith

345 BOBWHITE COURT, SUITE 230
BOISE, IDAHO 83706
P 208.947.9033



CALL 811



CALL BEFORE YOU DIG

DIGLINE 1 (800) 342-1585



MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director

DATE: Wednesday, April 17, 2019

RE: Bid Award – Seal Coats - 2019

Item Description

On Tuesday, April 16, 2019, bids were received and opened for the Seal Coats - 2019 project. A tabulation of bid results is attached.

Purpose

The purpose of this project is to provide pavement maintenance in the form of seal coating on prioritized city streets.

Fiscal Impact / Financial Review

Cost allocation for this project will be provided by the Street Fund and sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

N/A

Interdepartmental Review

Reviews have been conducted with all necessary city departments to ensure coordination of project activities.

Recommended Action

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, HK Contractors, Inc. in an amount of \$693,691.54 and authorization for the Mayor and City Clerk to sign contract documents.



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☐ Livable



☐ Safety



☒ Sustainability



☒ Transportation

City of Idaho Falls

Engineering Department Bid Tabulation

Project: Seal Coats - 2019

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

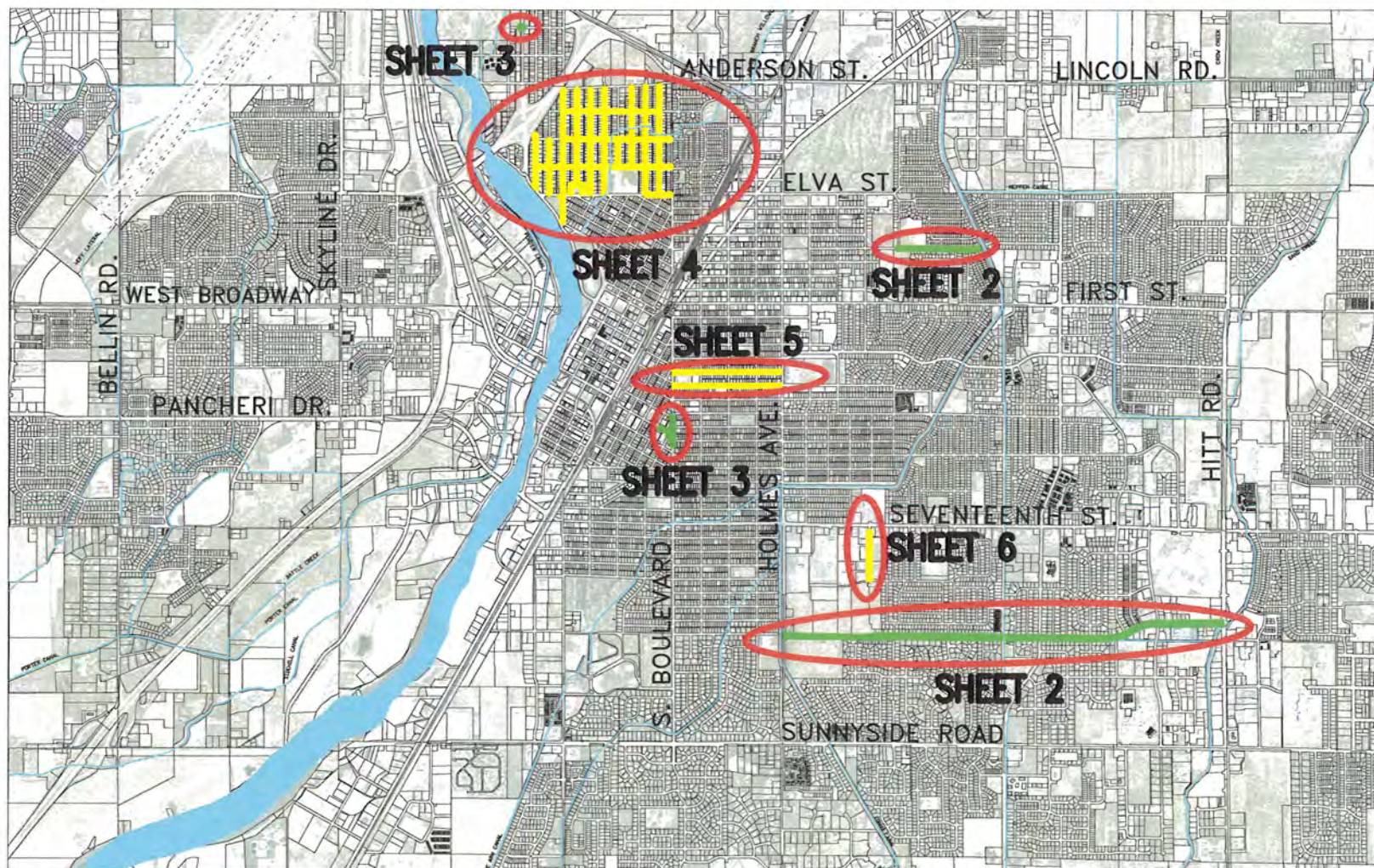
Number: 0-00-00-0-STR-2019-03

Date: 4/16/2019

| Item Number | Reference Number | Description | Estimated Quantity | Unit | Engineer's Estimate | | HK Contractors, Inc. | | TMC Contractors, Inc. | |
|-------------------------------------|------------------|-------------|--------------------|------|---------------------|--------------|----------------------|--------------|-----------------------|--------------|
| | | | | | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount |
| DIVISION 800 - AGGREGATES & ASPHALT | | | | | | | | | | |
| 8.01 | 808.4.1.A.1 | Seal Coat | 232873 | SY | \$2.60 | \$605,469.80 | \$2.98 | \$693,961.54 | \$3.10 | \$721,906.30 |
| TOTAL | | | | | \$605,469.80 | | \$693,961.54 | | \$721,906.30 | |

SEAL COATS – 2019

PROJECT # 0-00-00-0-STR-2019-03



| LEGEND | |
|--------|-----------------|
| | MINOR SEAL COAT |
| | MAJOR SEAL COAT |



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

| | | | | | |
|--|--------|---|------|-----------|------|
| AS BUILT: | |  | | | |
| SCALE SHOWN IS FOR SHEET 11 x 17 ONLY | | | | | |
| ENGINEERING DIVISION | | | | | |
| SEAL COATS 2019 | | | | | |
| CHEK BY: | K.J.F. | DSG BY: | Y.F. | DWN BY: | Y.G. |
| FILE NO. 0-00-00-0-STR-2019-03 | | DATE PLOTTED: | | SHEET NO. | |
| DWG NO. STR-2019-03 Title Page | | 03/28/19 | | 1 OF 6 | |



MEMORANDUM

FROM: Municipal Services

DATE: Thursday, April 18, 2019

RE: Consent Agenda, Treasurer's Report for March 2019

Item Description

It is the recommendation of the Municipal Services Department to accept on the consent agenda the Treasurer's Report for the month-ending March, 2019.

Purpose

A monthly Treasurer's Report is required pursuant to Resolution 2018-06 for City Council review and approval.

Fiscal Impact / Financial Review

For the month-ending March, 2019, total cash and investments is \$126M. Total investments reconciled to the March bank investment statements were reported at \$107.6M, of which \$2.1M is cash or equivalent and a total of \$105.4M were in invested funds. Total receipts received and reconciled to the general ledger were reported at \$17.6M, which includes revenues of \$13.4M and inter-departmental of \$4.2M. Total disbursements reconciled to the general ledger were reported at \$19M, which includes salary and benefits of \$5.2M, operating costs of \$7.9M, capital costs of \$1.7M and inter-departmental transfers of \$4.2M.

Legal Review

The Treasurer's Report is being submitted pursuant to Resolution 2018-06.

Interdepartmental Review

Not applicable.

Recommended Action

To approve and accept the Treasurer's Report for the month-ending March, 2019 on the consent agenda according to the recommendation presented (or take other action deemed appropriate).



☐ Economic

☒ Governance

☐ Growth

☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

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

| FUND | BEGINNING CASH AND INVESTMENTS | TOTAL RECEIPTS | TOTAL DISBURSEMENTS | ENDING BALANCE CASH AND INVESTMENTS |
|-------------------------------|--------------------------------|------------------------|------------------------|-------------------------------------|
| GENERAL | \$12,104,976.08 | \$2,240,810.92 | \$4,526,726.70 | \$9,819,060.30 |
| STREET | \$2,534,885.79 | \$26,271.94 | \$313,672.02 | \$2,247,485.71 |
| RECREATION | (\$98,666.40) | \$92,117.74 | \$150,624.73 | (\$157,173.39) |
| LIBRARY | \$3,307,442.41 | \$81,549.33 | \$274,886.79 | \$3,114,104.95 |
| AIRPORT PFC FUND | \$0.00 | \$63,864.81 | \$63,864.81 | \$0.00 |
| MUNICIPAL EQUIP. REPLCMT. | \$15,359,805.95 | \$959,172.37 | \$1,134,228.37 | \$15,184,749.95 |
| EL. LT. WEATHERIZATION FD | \$2,951,245.90 | \$81,128.77 | \$73,977.02 | \$2,958,397.65 |
| BUSINESS IMPRV. DISTRICT | \$102,117.48 | \$3,450.16 | \$0.00 | \$105,567.64 |
| GOLF | (\$982,138.02) | \$330,965.02 | \$208,279.77 | (\$859,452.77) |
| GOLF CAPITAL IMPROVEMENT | \$408,369.32 | \$20,507.40 | \$0.00 | \$428,876.72 |
| SELF-INSURANCE FD. | \$2,983,203.90 | \$206,785.07 | \$142,576.75 | \$3,047,412.22 |
| HEALTH & ACCIDENT INSUR. | \$4,532,510.15 | \$104,795.17 | \$105,697.33 | \$4,531,607.99 |
| SANITARY SEWER CAP IMP. | \$2,187,503.34 | \$25,004.59 | \$0.00 | \$2,212,507.93 |
| MUNICIPAL CAPITAL IMP. | \$1,423,525.96 | \$7,198.02 | \$24.87 | \$1,430,699.11 |
| STREET CAPITAL IMPROVEMENT | \$873,759.46 | \$1,753.34 | \$40,618.23 | \$834,894.57 |
| BRIDGE & ARTERIAL STREET | \$640,109.88 | \$48,901.79 | \$0.00 | \$689,011.67 |
| WATER CAPITAL IMPROVEMENT | \$4,095,071.97 | \$97,352.50 | \$50,861.06 | \$4,141,563.41 |
| SURFACE DRAINAGE | \$152,706.21 | \$3,320.33 | \$0.00 | \$156,026.54 |
| TRAFFIC LIGHT CAPITAL IMPRV. | \$945,590.09 | \$40,985.88 | \$7,838.40 | \$978,737.57 |
| PARKS CAPITAL IMPROVEMENT | \$118,157.77 | \$100,237.10 | \$65,599.36 | \$152,795.51 |
| FIRE CAPITAL IMPROVEMENT | (\$3,024,239.22) | \$2,206.30 | \$13.55 | (\$3,022,046.47) |
| ZOO CAPITAL IMPROVEMENT | \$148,842.01 | \$298.68 | \$293,697.47 | (\$144,556.78) |
| CIVIC AUDITORIUM CAPITAL IMP. | \$300,554.69 | \$603.11 | \$0.00 | \$301,157.80 |
| AIRPORT | \$1,840,123.18 | \$305,080.29 | \$482,659.50 | \$1,662,543.97 |
| WATER | \$6,244,120.11 | \$2,195,049.73 | \$951,891.99 | \$7,487,277.85 |
| SANITATION | \$2,522,302.02 | \$482,086.01 | \$331,042.48 | \$2,673,345.55 |
| AMBULANCE | (\$11,216.68) | \$530,831.56 | \$661,315.27 | (\$141,700.39) |
| IDAHO FALLS POWER | \$10,860,559.90 | \$5,990,615.75 | \$6,630,083.51 | \$10,221,092.14 |
| IFP RATE STABILIZATION FD | \$23,022,962.44 | \$964,042.53 | \$0.00 | \$23,987,004.97 |
| IFP CAPITAL IMPROVEMENT | \$11,885,760.78 | \$501,916.46 | \$0.00 | \$12,387,677.24 |
| FIBER | \$1,400,312.58 | \$104,152.99 | \$164,533.10 | \$1,339,932.47 |
| WASTEWATER | \$18,648,023.33 | \$1,995,335.23 | \$2,372,852.24 | \$18,270,506.32 |
| TOTAL ALL FUNDS | \$127,478,282.38 | \$17,608,390.89 | \$19,047,565.32 | \$126,039,107.95 |

Mar-19

| | BOND | AGENCY | TREASURY | COMMERCIAL PAPER | CERTIFICATES | MONEY MARKET | CASH/EQUIVALENT | TOTAL |
|--------------------|------------------------|------------------------|-----------------------|-----------------------|------------------------|------------------------|--------------------------------|-------------------------|
| LPL | | | | | \$1,980,026.19 | | \$64,552.81 | \$2,044,579.00 |
| WELLS FARGO | \$44,790,000.00 | \$11,500,000.00 | \$6,500,000.00 | \$5,000,000.00 | | \$20,030,585.66 | | \$87,820,585.66 |
| DA DAVIDSON | \$500,005.35 | \$500,000.00 | | | \$1,750,000.00 | | \$2,011,150.49 | \$4,761,155.84 |
| WASHINGTON FEDERAL | | | | | \$250,000.00 | | | \$250,000.00 |
| ISU | | | | | \$250,000.00 | | \$25.00 | \$250,025.00 |
| KEY BANK | \$1,487,244.01 | \$3,907,987.67 | | | | | \$80,125.68 | \$5,475,357.36 |
| 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>\$46,777,249.36</u> | <u>\$15,907,987.67</u> | <u>\$6,500,000.00</u> | <u>\$5,000,000.00</u> | <u>\$11,230,026.19</u> | <u>\$20,030,585.66</u> | <u>\$2,155,878.98</u> | <u>\$107,601,727.86</u> |
| | | | | | | | TOTAL INVESTMENTS (MINUS CASH) | \$105,445,848.88 |



MEMORANDUM

FROM: Municipal Services Department

DATE: Wednesday, April 17, 2019

RE: Consent Agenda - Approval of Hydroelectric Property Insurance Contracts for Idaho Falls Power

Item Description

It is the recommendation of Municipal Services and Idaho Falls Power to approve on the consent agenda, the renewal of the annual insurance contracts for hydroelectric generation property with Moreton and Company for a total of \$375,626.66.

Purpose

The total insurance contract package covers property insurance, flood and earthquake coverage for the City's hydroelectric property.

Fiscal Impact / Financial Review

Last year's annual premium was \$335,987.00 for total insured values of \$226,873,436. The cost for the renewal annual premium has increased by \$39,639.66 for total insured values of \$237,655,191 or an increase of \$10.7M in values and underwriting of catastrophic fire and flooding events that have occurred across the country. Funds to purchase the property insurance contracts are within the 2018/19 Idaho Falls Power operating budget.

Legal Review

Legal has reviewed the insurance policies and has confirmed there are no significant or material changes in coverage.

Interdepartmental Review

Idaho Falls Power Manager Bear Prairie has reviewed the policies and is in agreement with the recommendation to renew the insurance contracts.

Recommended Action

To approve the hydroelectric property insurance contracts with Moreton and Company and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☐ Livable



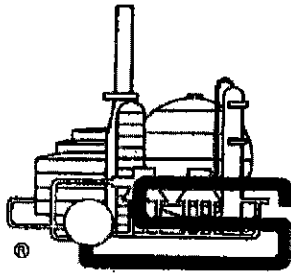
☒ Safety



☐ Sustainability



☐ Transportation



STARR TECHNICAL RISKS AGENCY, INC.

Ray Walshe
Vice President
(213) 330-7061

QUOTATION
Revision #1 – April 9, 2019

1000 Wilshire, Suite 2200
Los Angeles, CA 90017

NAMED INSURED: City of Idaho Falls

Page 7 of 26

STARR TECHNICAL RISKS AGENCY, INC.

POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT, AS AMENDED

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002, as amended (the "Act"), you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for the definition of an "Act of Terrorism" and other terms of the Act. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus encompassed by this law is final and not subject to review. Coverage is subject to all policy exclusions (including nuclear hazard and war exclusions) and other policy provisions.

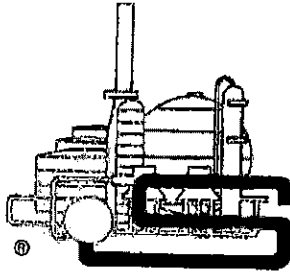
YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States pays a share, as per the schedule shown below, of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer. This deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Schedule – Federal Share of Terrorism Losses:

85% Year 2015
84% Year 2016
83% Year 2017
82% Year 2018
81% Year 2019
80% Year 2020

Unless you reject coverage under the Act by so indicating below and returning this Policyholder Disclosure statement to us, you will have accepted Terrorism coverage under the Act at a premium of \$8,229 for a limit of \$100,000,000.



TARR TECHNICAL RISKS AGENCY, INC.

Ray Walshe
Vice President
(213) 330-7061

QUOTATION
Revision #1 – April 9, 2019

1000 Wilshire, Suite 2200
Los Angeles, CA 90017

NAMED INSURED: City of Idaho Falls

Page 8 of 26

Please indicate your selection below.

_____ I hereby elect to purchase coverage in accordance with the Act.

_____ I hereby reject coverage and accept the exclusion in accordance with the Act.

Signature of Insured

Date:

Print Name/Title

Proposal of Insurance

City of Idaho Falls

P. O. Box 50220
Idaho Falls, ID 83405

Property Renewal

Effective Date of Coverage:

April 29, 2019

Coverage Proposed on:

April 11, 2019

Allan Ranstrom

Senior Vice President

Chad Ranstrom

Senior Vice President

Lisa Reckamp

Account Manager

Moreton & Company

2501 East State Avenue, Suite 200 | Meridian, ID 83642

(208) 321-9300 | Fax (208) 321-0101 | moreton.com

Insurance | Employee Benefits | Surety

CA License No. 0522220

The statements made relating to coverages in this proposal are brief descriptions and the nature and extent of coverages are only as stated in the policy.
All information is considered strictly confidential.

04/12/2019

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Your Insurance Broker

Moreton & Company, founded in 1910, is an independently owned and operated insurance agency serving the insurance needs of business, public entities and residents.

Regional, national and international representation through Assurex Global allows us to draw on resources that are both expert and independent. Our expertise, dedication to superior service, and ability to provide quality, price effective products has made us the area's most diversified and resourceful independent broker.

Mission Statement

We will consistently exceed expectations by providing solutions that go beyond the needs of our clients and customers.
We will be timely, fair, and professional with our suppliers, carriers, and partners.
We will provide a prosperous, professional, and energetic workplace.

Changes & Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as new locations, expansion to another state, new products, or new applications of existing products. This includes traveling, shipping via ground, air, rail, etc., or to new states or foreign exposures.
- Mergers and/or acquisition of new companies, as well as dissolving of companies.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Circumstances which may require increased insurance limits.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
- Immediate advice of any changes to the vehicle schedule or to scheduled equipment such as contractor's equipment, electronic data processing, etc.
- Property of yours that is in transit or off-premises, unless we have arranged for the insurance previously.
- Any changes in existing premises including vacancy, (whether temporary or permanent), alterations, demolition, etc. Also, any new premises, either purchased, constructed or occupied.

Please contact your Sales Executive or Account Manager with any other changes not mentioned above. This list is not all inclusive for all the different changes our customers go through.

Account Service Team

Moreton & Company
2501 East State Avenue, Suite 200
Meridian, ID 83642
Phone (208) 321-9300
Fax (208) 321-0101

No matter how comprehensive or price competitive your insurance program is, it is still people who must service it to ensure that the coverage will respond when it is needed. We feel that our people are our greatest asset – courteous professionals who know that you expect and deserve the very best.

These are the people who will handle your account at Moreton & Company:

Allan Ranstrom, Senior Vice President, allan@moreton.com, direct phone number (208) 321-2001, will help you with questions about your present policy coverages, and any future insurance needs you might have as your business grows and changes.

Chad Ranstrom, Vice President, cranstrom@moreton.com, direct phone number (208) 321-2021, will help you with questions about your present policy coverages, and any future insurance needs you might have as your business grows and changes.

Lisa Reckamp, Account Manager, lreckamp@moreton.com, direct phone number (208) 321-2016:

- Vehicle coverage changes
- Auto ID cards
- Binders, Insurance Certificates
- Evidence of Property Insurance
- Mortgagee/Loan address changes
- Address or location changes
- Billing inquiries

Claims contacts:

- **Rebecca Hutchinson** rhutchinson@moreton.com, (208) 321-2037

Office Hours: 8:00 a.m. to 5:00 p.m. (Mountain Time)
Monday through Friday

Disclosures/Disclaimers

- **This is a coverage proposal, not a legal contract.** This proposal is provided to help you understand your insurance program. It provides only a general description of insurance coverages and is not an insurance contract. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.
- If the contents of this proposal and the terms and conditions of the policy are contradictory, the language of the policy will govern.
- In evaluating your exposure to loss, we have been **dependent upon information provided by you**. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, let us know so your coverage reflects the changes.
- The liability or property limits shown on this proposal are per your request or per expiring policies. **Higher liability or property limits** may be available. We can provide you with a quotation on the additional cost for the increased protection.
- The coverages shown on this proposal are per your request or per expiring policies. **Additional coverages**, such as earthquake, flood, pollution liability, professional liability, cyber liability, etc. **may be available**. We can provide you a quotation on the additional cost for the increased protection.
- **Annual Audit of Existing Coverages** – Portions of your premiums may be estimate amounts that are based on your anticipated exposures. These policies, therefore, are subject to adjustment, based on your actual exposures. These exposures are generally developed at policy year-end either from previous reports sent to the insurance company or from an audit of your records by the insurance company. The audit, at the insurance company discretion, can be either voluntary (when you complete the forms sent to you) or actual (when the company sends its own people to verify information from your records). Once this is completed, you will receive an adjustment to the estimated premium that was billed originally.

It is important that if you have subcontractors working for you that you secure a certificate of insurance from them evidencing workers compensation coverage and general liability coverage. Otherwise, this exposure could be picked up at audit and charged to you.
- **Moreton & Company is concerned with the environment.** Policies and endorsements will be sent to you electronically. If you prefer paper copies, please let us know. We will accommodate your needs.
- **Moreton & Company will negotiate insurance coverage contracts** on your behalf. Please see your legal representative to negotiate other contracts.
- **Moreton & Company may receive commission** from insurers on transactions described in this proposal.
- **Moreton & Company may receive additional compensation** from insurers based on a combination of *premium volume and loss or claims experience*. If your premium is financed, we may also receive compensation from finance companies.
- One or more of the insurance policies that you are considering purchasing **may be underwritten by an insurer that is not admitted by the state in which your business operates**. These insurers are not protected by the Guaranty Fund in your state.
- The Fred A. Moreton & Company California license number is 0522220.
- Please contact us with any questions regarding the terminology used or the coverages provided.
- In January 2015, the Terrorism Risk Insurance Act program was re-authorized for six years with the following changes:
 - Phases in an increase to the program's trigger from \$100 million to \$200 million by 2020.
 - Decreases federal share of losses from 85% to 80% by 2020.
 - Increases the government's mandatory recoupment amount from \$27.5 billion to \$37.5 billion by 2020.
 - Increases recoupment percentage amount from 133% to 140%.
 - Streamlines the certification process for an act of terror by removing the Secretary of State and Attorney General from the formal process.
 - Instructs the Secretary of Treasury to issue a certification timeline to Congress.

Location Schedule

Named Insured: City of Idaho Falls

| Loc. No. | Street | City | State | Zip |
|----------|-----------------------|--------------------------|-------|-------|
| 1 | Upper Dams Powerplant | Idaho Falls | ID | 83401 |
| | Building No. | Building Description | | |
| | 1 | Upper dam | | |
| Loc. No. | Street | City | State | Zip |
| 2 | Central (City) Dam | Idaho Falls | ID | 83401 |
| | Building No. | Building Description | | |
| | 1 | Central dam | | |
| Loc. No. | Street | City | State | Zip |
| 3 | Lower Power Plant | Idaho Falls | ID | 83401 |
| | Building No. | Building Description | | |
| | 1 | Lower dam | | |
| Loc. No. | Street | City | State | Zip |
| 4 | Gem State Plant | Idaho Falls | ID | 83402 |
| | Building No. | Building Description | | |
| | 1 | Gem State dam | | |
| Loc. No. | Street | City | State | Zip |
| 5 | Old Lower Plant | Idaho Falls | ID | 83402 |
| | Building No. | Building Description | | |
| | 1 | Old Lower (Construction) | | |

Premium Summary

Named Insured: City of Idaho Falls
Effective Date: April 29, 2019

| Coverage | Expiring Premium | Renewal Premium |
|--|---------------------|--------------------|
| Property (Starr Technical) | \$ 200,726.00 | \$ 234,143.00 |
| Inspection Fees | \$ 7,625.00 | \$ Waived |
| Excess \$10,000,0000 part of \$20,000,000(Aspen) | \$ 24,760.50 | \$ 28,517.16 |
| Excess \$10,000,0000 part of \$20,000,000(Essex) | \$ 24,760.50 | \$ 27,236.04 |
| Excess \$40,0000,000 part of \$50,000,000(Landmark) | \$ 62,475.00 | \$ 68,720.46 |
| Excess \$10,0000,000 part of \$50,000,000(Ins Co of the West) | \$ 15,130.00 | \$ 16,500.00 |
| Broker Fee | \$ 510.00 | \$ 510.00 |
| Your insurance program, when written as proposed in this presentation, develops an estimated annual premium of | \$ 335,987.00 | \$ 375,626.66 |
| Total Insured Values 2018 Term \$226,873,436 | | |
| Total Insured Values 2019 Term \$237,655,191 | | |

Payment Terms Available: Agency Bill, Annual Payment

Best's Rating Guide

BEST'S FINANCIAL STRENGTH RATING GUIDE

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser.

Best's Financial Strength Rating (FSR) Scale

| Rating Categories | Rating Symbols | Rating Notches* | Category Definitions |
|-------------------|----------------|-----------------|---|
| Superior | A+ | A++ | Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations. |
| Excellent | A | A- | Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations. |
| Good | B+ | B++ | Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations. |
| Fair | B | B- | Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions. |
| Marginal | C+ | C++ | Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions. |
| Weak | C | C- | Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions. |
| Poor | D | - | Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions. |

*Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".

FSR Non-Rating Designations

| Designation Symbols | Designation Definitions |
|---------------------|---|
| E | Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations; an impaired insurer. |
| F | Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by a forced liquidation; an impaired insurer. |
| S | Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements. |
| NR | Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AMB. |

Rating Disclosure, Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Company Inc. (AMB) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AMB.

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Version 061515



MEMORANDUM

FROM: Municipal Services

DATE: Wednesday, April 17, 2019

RE: Consent Agenda, Purchase of One Replacement Toro Outcross Turf Utility Vehicle for Pinecrest Golf Course (Municipal Equipment Replacement Fund)

Item Description

It is the recommendation of Municipal Services and the Parks and Recreation Department to accept on the consent agenda, the lowest quote from Turf Equipment and Irrigation, Inc. of Salt Lake City, Utah to furnish one new Toro Outcross Turf Utility vehicle for a total of \$72,236.80.

Purpose

The new Toro Outcross Turf Utility vehicle is replace unit #289, a 1994 Case Tractor that has reached its useful life and scheduled for replacement.

Fiscal Impact / Financial Review

A total of \$82,000 was budgeted in the 2018/19 Golf Municipal Equipment Replacement Fund (MERF).

Legal Review

The quote received to purchase the replacement vehicle is within State Statute §67-2806.

Interdepartmental Review

Parks and Recreation concurs with the acceptance of the quote from Turf Equipment and Irrigation, Inc.

Recommended Action

To approve the purchase of one (1) new Toro Outcross Turf Utility vehicle in the amount of \$72,236.80 (or take other action deemed appropriate).



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☒ Livable



☐ Safety



☐ Sustainability



☐ Transportation



**TURF EQUIPMENT
& IRRIGATION INC**

Proposal Date: 2019-03-13
Expiration Date: 2019-06-11
Quote ID: Q12511



Count on it.

Turf Equipment & Irrigation, Inc.
1630 S. Gladiola St. SLC, UT 84104
P.O. Box 26903 SLC, UT 84126-0903
(801) 566-3256

Mark Spraktes
Superintendent
Pinecrest Golf Club
701 E Elva St
Idaho Falls, Idaho 83401

Prepared by:
Scott Allen
Commercial Sales SCPS
(801) 597-7268
scott.allen@turfequip.com

All pricing is valid for thirty (30) days. Time of delivery may vary; please check when placing order.

| <u>Qty</u> | <u>Model #</u> | <u>Name</u> | <u>Award</u> | <u>Ext. Award</u> |
|------------|----------------|---|--------------|-------------------|
| 1 | 07511BA | Outcross 9060 (With Canopy and Loader Arms) | \$67,199.20 | \$67,199.20 |
| 1 | 07527 | Second Auxillary Hydraulic Valve | \$1,119.20 | \$1,119.20 |
| 1 | 07530 | Cargo Bed | \$3,199.20 | \$3,199.20 |
| 1 | 07521 | 1/2 Yard Bucket | \$719.20 | \$719.20 |
| | | | | <hr/> |
| | | | | \$72,236.80 |

Equipment Total: \$72,236.80

Does not include Sales Tax, Use Tax, or Personal Property Tax

City of Idaho Falls
Expenditure Summary
From 3/01/2019 To 3/31/2019

| Fund | Total Expenditure |
|-------------------------|----------------------|
| General Fund | 863,032.88 |
| Street Fund | 47,869.17 |
| Recreation Fund | 33,347.83 |
| Library Fund | 92,157.75 |
| MERF Fund | 462,336.34 |
| EL Public Purpose Fund | 7,639.11 |
| Golf Fund | 67,891.99 |
| Self-Insurance Fund | 42,753.79 |
| Health Insurance Fund | 10,000.00 |
| Street Capital Imp Fund | 40,618.23 |
| Parks Capital Imp Fund | 65,599.36 |
| ZOO CAPITAL IMPROVEMENT | 293,697.47 |
| Airport Fund | 200,233.10 |
| Water Fund | 322,466.24 |
| Sanitation Fund | 6,637.23 |
| Ambulance Fund | 148,611.68 |
| Electric Light Fund | 3,431,088.40 |
| Fiber | 127,039.06 |
| Wastewater Fund | 107,031.06 |
| Payroll Liability Fund | 2,800,638.77 |
| | 9,170,689.46 |

April 8, 2019 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, April 8, 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:

There were present:

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

Also present:

Pamela Alexander, Municipal Services Director
Josh Roos, Treasurer
Mark Hagedorn, Controller
Julie Desimone, Moss Adams
Keith Simovic, Moss Adams
Brad Cramer, Community Development Services Director
Kerry Beutler, Community Development Services Assistant Director
Rick Cloutier, Airport Director
Greg Weitzel, Parks and Recreation Director
PJ Holm, Parks and Recreation Assistant Director
Ronnie Campbell, Parks and Recreation Superintendent
Michael Kirkham, Assistant City Attorney
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:02 p.m. with the following items:

Calendars, Announcements and Reports:

April 9, School District 91 Master Plan Community Meeting
April 11, Civitan Awareness Proclamation Reading; and, City Council Meeting
April 12, Idaho Falls Power (IFP) Fiber Launch Party
April 15, City Council Work Session, Special Meeting
April 22, City Council Work Session
April 23, Association of Idaho Cities (AIC) Spring District Workshop; and, Public Reception, Fire Chief Dave Hanneman retirement
April 25, IFP Board Meeting; MK Simpson Boulevard Reception; and, City Council Meeting
April 26, Arbor Day; and, Idaho Humanities Council (IHC) Distinguished Humanities Lecture
April 27, Worker's Memorial Day Proclamation Reading; and, Earth Day Events and Proclamation Reading

Mayor Casper stated a doodle poll has been sent regarding rescheduling the May IFP Board Meeting. She requested Councilmembers availability on July 9 for a Westside Water and Soil Conservation tour. Mayor Casper distributed guidelines for future Council memos and agendas, she noted this information has been distributed to Department Directors.

Liaison Reports and Concerns:

Councilmember Hally reminded the Councilmembers to update their Drivers Licenses as necessary for any travel beginning October 2020.

April 8, 2019 - Unapproved

Councilmember Smede stated April 9 is Idaho State testing day for Idaho Standards Achievement Test (ISAT). She also stated several items will be forthcoming in the Community Development Services (CDS) Department.

Councilmember Freeman stated Bonneville County has increased the landfill fees, it may be necessary to adjust City fees as well. He also stated the Idaho Falls Police Department (IFPD) has completed their first testing, which went well. He indicated after further review of the vehicle lease program for the IFPD, the leasing costs were higher than anticipated. Councilmember Freeman stated Parks and Recreation (P&R) agreements will be forthcoming. He also stated the RECreateIF survey has been distributed.

Councilmember Francis had no items to report.

Councilmember Radford stated the new marquee has been installed at The Civic Center for the Performing Arts facility, new signs have also been installed at City entrances. Councilmember Radford reiterated the IFP Fiber Launch Party regarding the fiber pilot project.

Councilmember Dingman had no items to report.

Acceptance and/or Receipt of Minutes:

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

2017/18 Annual Audit Report and Presentation:

Councilmember Radford expressed his appreciation for the collaboration between Moss Adams and the Municipal Services staff to ensure the City's fiduciary responsibility occurs. Director Alexander then introduced Ms. Desimone and Mr. Simovic for overview of the external audit.

Mr. Simovic stated the 2018 financial statement audit has been completed as of April 5, 2019. He stated an audit of the City entails: independent verification of transactions and balances; evaluation of the effectiveness of internal controls; testing compliance with Federal laws; technical review of the financial statements; and, reporting of audit results to City Council.

Mr. Simovic reviewed Moss Adams audit procedures, results, and audit comments for financial statements as a fair representation of transactions and ending balances for the year. This includes performing risk assessment to identify significant risk areas, performing substantive test procedures, and, performing technical review of financial statements.

Mr. Simovic reviewed completed audit adjustments to Wastewater, Airport, and, Electric Funds. He also reviewed passed adjustments for Government Activities, Business-type Activities, and, Wastewater Fund.

Ms. Desimone noted there is a materiality spread on adjustment amounts.

Ms. Desimone reviewed applicable federal laws and regulations including risk assessment and, procedures to identify fraud (there were no instances of fraud).

Ms. Desimone reviewed Internal Control Recommendations/Internal Control Findings. She noted substantial changes/improvements were made over the course of the previous year regarding cash and investments. Financial Close and Reporting remains as a Significant Deficiency due to the timeliness of reconciliation. Other control deficiencies were noted, none of which rose to the level of a significant deficiency or material weakness.

Ms. Desimone expressed her appreciation to the Mayor, Councilmembers, and, Municipal Services Department staff. General discussion followed including the improved efficiencies, transparency, and continued opportunity for improvement.

Director Alexander reviewed the audit preparation process stating the audit process began in October 2018. This included cross-training of staff; developing a roadmap of defined assignments and methodologies; and, transitioning the City Controller from preparer to reviewer. Director Alexander reviewed the cash and investment management process including the importance of internal controls; monthly bank and investment reconciliations; and, use of the Investment and Finance Committee. Response to audit recommendations include timely bank and investment reconciliations within 30 days; interim plan - training and monthly meetings to ensure all capital asset documentation is reviewed and reconciled; and, long-term plan to transition to one system for reporting and tracking assets. Director Alexander expressed her appreciation to the Mayor, City Councilmembers, Moss Adams, the professional finance team, and, the Investment and Finance Committee members. Mayor Casper questioned the appropriate amount of

April 8, 2019 - Unapproved

time to utilize a specific external auditor. Director Alexander stated the timeframe is generally 3-5 years to prevent audit shopping. She indicated this is the third year for Moss Adams, the previous auditor had been utilized for 12 years. Brief discussion followed including the use of one (1) of external auditor for the Electric and General Government Funds.

Community Development Block Grant (CDBG) Applicant and Annual Action Plan (AAP) Review:

Director Cramer stated the CDBG public hearing for the AAP will be held at the April 11 City Council Meeting. He indicated there are approximately \$100,000 more in requests than anticipated funding. He also indicated the Consolidated Annual Performance and Evaluation Report (CAPER) public hearing and discussions will occur throughout the months of April and May.

Area of Impact (AOI) Review:

Director Cramer stated future AOI discussions have been put on hold pending the decision of the Stage legislators. He indicated a bill was passed prohibiting cities from annexing five (5) acres or more that has an active ag use. This change will affect the pending west side annexation. Following review of the Annexation Principles, applying to Category A, B, and C annexations, suggested changes include: 'rare and unusual circumstances', the purpose/vision statement of the Annexation Principles; and, reformatting the Annexation Principles from a paragraph format to a bullet-type format. Director Cramer believes there is concern of annexation related to utilities. He also believes this document could assist with identifying potential annexation properties. He prefers to present this document to the Bonneville County Commissioners prior to a future additional joint meeting. Brief discussion followed regarding the general statement of the document. Director Cramer indicated citizens may have believed the annexation process included properties that have City utilities, although properties that are enclaved that may not have utilities have also been included in annexation. This document would explain the process and determine which properties should or should not be included in annexation. Mayor Casper believes, referencing language in the document regarding City services besides utilities, there is value in being a City resident. Director Cramer stated preamble language has also been included with the Utility Extension Pilot Project Parameters (A Plan to Protect Tax Payers and Rate Payers). The preamble is intended not to create development on the urban fringe as the City will encourage development in the core. This document references extending City utilities, there is not preference to extend utilities on an anytime-requested basis. The compromise would be to develop a pilot project under limited circumstances and strict requirements. Mayor Casper stated if approved, the costs could be shared with potential developers. Following brief comments, Director Cramer stated the pilot project needs to be emphasized. There were no concerns with the AOI agreement. Mayor Casper stated an additional AOI meeting with the Bonneville County Commissioners will be forthcoming.

Airport Code and Plan Changes Discussion:

Director Cramer reminded the Council of the Airport moratorium in effect until August 2019. The moratorium will allow for amendments of the Comprehensive Plan and the Zoning Ordinance in order to regulate land uses around the Airport and its critical areas. He stated a Code and Plan change has been drafted which has included public outreach meetings, stakeholder meetings, Planning and Zoning (P&Z) Commission Work Sessions, and, land owners meetings. The goal was to be in compliance with the Federal Aviation Administration (FAA) but not to inhibit development around the Airport. Director Cramer indicated several adjustments have been made to the Code and Plan due to these public comments. He expressed his appreciation to the P&Z. He stated amendments to the Comprehensive Plan Map, amendments to the Zoning Ordinance, rezoning of properties included in the ordinance changes, and, lifting of the moratorium are proposed for May 9. A final version of the Code and Plan will be included on the website for review. Director Cramer stated the FAA concerns include height restrictions, nuisance noise, and, land use that may be incompatible with Airport operations. He reviewed the Idaho Falls Regional Airport (IFRA) current noise contours areas, stating this nuisance noise level will influence which regulations apply to certain parcels of land for public and aircraft safety. He also reviewed the Airport Overlay Zone, stating there is concern for residential land uses in this area. Director Cramer stated areas within the Comprehensive Plan and Airport Land Use Plan Overlay had been planned for single-family residential land development, therefore requiring a critical change to the Comprehensive Plan. The proposed changes include removing the majority of residential areas, consideration of development along the river area, higher education/research centers, employment centers, and, changing higher

education centers on the east side of US20 to industrial. He noted the current Bonneville County residential areas will transition to urbanized/City-type development and then transition into higher-density/industrial uses. Director Cramer stated control of land uses, height and protection of air space, and, owner notification of potential of uses needed to be addressed in the Zoning Ordinance. He stated an overlay zone could restrict what is currently allowed in the zone. This overlay zone would need to be coordinated with Bonneville County. A land use table will be included in the overlay zone which will restrict the incompatible land uses and residential areas, referred to as limited development approach surface. Director Cloutier stated residential area is not allowed within 1000 feet of the Airport runway edge. He noted the FAA rules have changed over the course of time. Director Cramer stated other protections in the code include avigation easement and real estate disclosure. He proposed a disclosure statement be included on the recorded plat within this area stating there is potential for nuisance noise due to Airport operations. Mr. Fife stated the map could be included with the title search for any potential buyer. General discussion followed regarding comments received at the public outreach meetings, lifting the moratorium, and, FAA involvement. Director Cloutier expressed his appreciation to Director Cramer and CDS staff.

Parks Maintenance Management Plan Review:

Mayor Casper stated this presentation includes management of public demand/public use as well as information provided for data-based decision making. Director Weitzel recognized Mr. Campbell's recent attendance at a Parks and Recreation (P&R) Maintenance Program Training. He noted Mr. Campbell has been the only attendee from the State of Idaho to attend this program.

Director Weitzel presented the number of properties, acres, and maintenance cost per year for the following with general discussion throughout:

- Storm water ponds (developed and undeveloped) – 37 properties, 84 acres, \$200,423 per year
- Snow dumps and others (Airport, Municipal Services, Electric, Police, and, Fire) – 25 properties, 137 acres, \$84,897 per year
- City Right-of-ways (developed, undeveloped, Idaho Transportation Department (ITD) properties, and, railroad) – 48 properties, 151 acres, \$235,641 per year
- Park properties (urban/community parks, neighborhood parks, civic parks, and other park properties) – 57 properties, 1,201 acres, \$3,800,000 per year
- Trails and canals (including future canal trails) – 45 miles of pathway, \$430,000 per year (Director Weitzel noted there is an ITD agreement for the canal trails maintenance, there is overall less maintenance for the canal trails)

Mayor Casper believes policy discussion may need to occur regarding the maintenance of the majority of these properties including reimbursement from Enterprise and/or General Funds. Brief comments followed. Director Weitzel stated the Park Maintenance Management Plan will be included in the RECreateIF Master Plan. Mr. Campbell briefly reviewed Levels of Service:

-Level One (1) Service – Maintenance applications associated with well-developed park areas with high visitation and use, such as the River Walkway, Tautphaus Park, and athletic fields. Mr. Campbell stated these areas are currently lacking attention due to P&R staff being spread out to other areas.

-Level Two (2) Service – Maintenance applications associated primarily with neighborhood parks, cemeteries, right-of-ways.

-Level Three (3) Service – Maintenance applications associated with storm retention ponds, undeveloped sites, and natural areas of parks.

-Level Four (4) Service – these locations are similar to Level 3 service, with less frequent maintenance.

Mr. Campbell stated the routine schedule task, the preventative task, the scheduled improvements, and, identification of areas of responsibilities will be addressed through a task-based reporting system. Road, irrigation systems, electrical, facilities, safety and risk management plan for visitors and employees, a preventative maintenance plan for vehicles and equipment, and, integrated pest management plan will also be addressed in the Park Maintenance Management Plan. Director Weitzel stated P&R currently maintains 1,601 acres. National Standards for 1,601 acres is 22 acres per full-time employee (FTE), the City would require 73 FTE maintenance employees to meet these standards. Current City operations is 62 acres per FTE, the City currently employees 26 FTE. He briefly reviewed the eight (8) maintenance zones - Yellowstone East Zone, Yellowstone West Zone, South East Zone, South West Zone, North West Zone, North East Zone, West Zone, and, Idaho Falls Raceway.

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Director Weitzel reviewed:

Option #1: preferred staffing, 50 maintenance staff

- Hire an additional 24 full-time staff members (\$51,840 per employee)
- Purchase additional equipment needed (\$300,000)

Estimated cost = \$1,544,160

Option #2: phased staffing, 39 maintenance staff

- Hire an additional 13 full-time staff members (\$51,840 per employee)
- Purchase additional equipment needed (\$300,000)

Estimated cost = \$973,920

Option #3: reorganized staffing, 31 maintenance staff

- Hire additional 5 full-time staff members (\$51,840 per employee)
- Purchase additional equipment needed (\$300,000)
- All levels of service will be reduced by one (1) level

Estimated cost = \$559,200

General discussion followed including retention ponds maintenance, landscaping options, policy options, and, right-of-way annexations. Mr. Campbell stated software is currently being implemented to track maintenance work. Director Weitzel stated additional equipment would be needed although P&R is hopeful to share existing equipment with other departments and/or divisions. Brief discussion followed regarding fees.

There being no further business, it was moved by Councilmember Radford, seconded by Councilmember Smede, to adjourn at 6:00 p.m. and move into Executive Session. The Executive Session is being 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 Council Work Session. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Monday, April 8, 2019, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 6:07 p.m.

There were present:

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

Also present:

Pamela Alexander, Municipal Services 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 6:25 p.m.

CITY CLERK

MAYOR

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The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, April 11, 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 John Radford
Councilmember Jim Francis
Councilmember Michelle Ziel-Dingman
Councilmember Shelly Smede
Councilmember Jim Freemanb

Also present:

Michael Kirkham, Assistant City Attorney
Kathy Hampton, City Clerk

Pledge of Allegiance:

Mayor Casper requested Lisa Farris, City of Idaho Falls Grants Administrator, to lead those present in the Pledge of Allegiance.

Public Comment:

Mr. Steven Adams, Idaho Falls resident, appeared. Mr. Adams encouraged the Council to recognize changes, specifically property improvements, which have been made by people in the community over the past two or three years. He stated he lives on a dirt road, believed to be one of the few remaining in the City. He is encouraged to see proposals and hopes the Council will look at this particular area. Mr. Adams stated it would be rewarding for the Council to recognize the improvements that have been made and about to be made and to give the area more attention, including paved roads, to enhance the aesthetics of the area. He stated this attention will help to improve property values which will benefit the City and help to fill spaces for potential businesses. He reiterated that people are improving their properties to increase the value. Mayor Casper noted a road is typically paved by a developer when a subdivision is added. In that case the cost is shared by all property owners. She stated in rare cases where a road is not paved the property value and the tax burden will be lower. The current City standards will not allow an addition of a subdivision without paved roads. City funds or grants can assist with paving.

Consent Agenda:

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

Parks and Recreation requested approval of Idaho Falls Zoo Concession Agreement Renewal.

Public Works requested approval of Bid Award – Broadway Sidewalk Improvements Memorial Drive to N Yellowstone Avenue; and, Bid Award – Water Line Replacement, 1st Street from Lomax to Idaho Canal.

The City Clerk requested approval of 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; and, License Applications, all carrying the required approvals.

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It was moved by Councilmember Freeman, 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:

Parks and Recreation

Subject: 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.

Councilmember Freeman stated this is the 108th War Bonnet Round Up and will take place July 31 through August 3. He also stated this will be the third year using Mo Betta. He expressed his appreciation for their expertise to bring top stock to the rodeo in order to attract the top cowboys and cowgirls.

It was moved by Councilmember Freeman, seconded by Councilmember Radford, to approve the Primary Stock Contractor Agreement with Mo Betta Rodeo, Inc. and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

Municipal Services

Subject: 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.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to approve the purchase of one (1) new 2019 Caterpillar TH255C Telehandler in the amount of \$74,335.00. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

Idaho Falls Power

Subject: 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.

Councilmember Hally stated IFP has multiple relationships with BPA, these agreements become technical and complex and can create misunderstandings. There were disagreements regarding the requirements from BPA which required negotiations. These negotiations may take several years. The first dispute involved several hundred

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thousand dollars. Councilmember Hally stated IFP Director Bear Prairie and his staff worked diligently in negotiating a correction, the settled amount is in excess of \$578,000. The second dispute was settled over time. Councilmember Francis stated this process did not happen quickly and he complimented IFP staff.

It was moved by Councilmember Hally, seconded by Councilmember Radford, to approve the Billing Settlement Agreements with Bonneville Power Administration and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Subject: 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.

Councilmember Radford stated IFP has partnered with UAMPS to build the Horse Wind Butte Farms. The project has been successful although sometimes birds are killed. He stated IFP and UAMPS have found a way to help mitigate the risk to birds. Director Prairie noted UAMPS is one of the first wind farms in the country to get an Eagle Take Permit. He indicated in some areas of the country US Fish and Wildlife Service is required to shut down wind farms. Director Prairie stated the new construction techniques are automatically avian protected.

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

Community Development Services

Subject: 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 (P&Z) Commission considered this item at its February 5, 2019, meeting and recommended approval by unanimous vote. Staff concurs with that recommendation.

Councilmember Smede stated this property was rezoned to R3A in November 2018 and has been vacant for several years. Development of the property will be infill. The plat includes 28 lots. These lots are not required to comply with the width and area requirements of the zone but must comply with front and rear setbacks. No lot in the development will have direct access to Fremont Avenue, all lots will utilize the alley which will be widened and paved. Mayor Casper questioned the narrowed units with the appropriate market value. Community Development Services Director Brad Cramer stated the plat meets requirements in City Code. He referenced this type of development as row housing. He indicated the Comprehensive Plan encourages a variety of different housing types. Councilmember Francis questioned the multi-story use. Director Cramer stated multi-story is a permitted use although it is not proposed for this plat.

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

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

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

Subject: 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.

Councilmember Smede stated this area was annexed in 1940 and platted in 2016 as Fanning Avenue Addition Number 2. The proposed final plat is a five-lot plat. These lots are smaller than what is typically allowed although the intent is to build attached single-unit dwellings. There will be a note required on the plat that only attached single-unit dwellings may be built on these properties. Due to no current utilities, developers will connect with the current utility lines to the south of the property in the existing easement. A portion of the area is larger to allow for storm water storage.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Development Agreement for Fanning Park Division 1, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

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

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

Subject: 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, Idaho National Laboratory (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.

Councilmember Smede stated this property was annexed in October 2017 and is a two-lot plat. One (1) larger lot will accommodate a Park N Ride for the INL and one (1) smaller lot could allow a future commercial building. The lots have frontage to West Broadway, Bellin Road, and West Sunnyvale Way. A traffic study will be completed to address potential road improvements, which is common in commercial development, and will be tailored to the plan, not the plat. To the response of Councilmember Francis, Director Cramer stated the Idaho Transportation Department (ITD) and the Access Management Plan will determine any traffic improvements, the developer

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typically pays for the traffic study. He clarified, per the Development Agreement requirements, any improvements to Broadway will be constructed as part of the project in coordination with the ITD, any accesses will be constructed according to the Access Management Plan.

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

It was moved by Councilmember Smede, seconded by Councilmember Dingman, 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. Roll call as follows: Aye – Councilmembers Smede, Hally, Radford, Dingman, Freeman, Francis. 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 INL Park N Ride Subdivision, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

Mayor Casper stated an incorrect map/information for the above referenced item had been distributed. Director Cramer clarified this plat was reviewed in July 2018, however, the updates had not been transferred accordingly. The plat, currently named the Bellin and Broadway Subdivision, is a four-lot plat. This plat includes the easements on Broadway and across the property for cross-access, and a new dedicated right-of-way to accommodate traffic improvements.

Per Mr. Kirkham's recommendations the Recommended Actions were remade with the correct name.

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

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

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.

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

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Ms. Farris stated this process began in December 2018. A federal budget has been approved, the annual allocation announcement is expected in April. Ms. Farris then presented the following:

Slide 1 – Plan History

- 2004 City applied/approved by Housing and Urban Development (HUD) as an Entitlement City
City applies directly to HUD for annual CDBG funds

Five Year Plans

- 2004-2009/10 Initial Five Year Plan
- 2011-2015 Second Five Year Plan
- 2016-2020 *Third Five Year Plan*

Ms. Farris stated the City is in the fourth year of the five-year Consolidated Plan

Slide 2 – 2004 to 2019 - \$5,845,462 total HUD/CDBG funds allocated to Idaho Falls between 2004 and 2018; 2019 application status – 12 applications totaling \$487,796

Slide 3 – City/CDBG Benefits: assists City in funding projects/programs not funded with General Fund; assists local service providers with filling a gap in service; and, assists City and local service providers in leveraging additional funding. FY2019 starts 16th year of participating in CDBG, FY2018 allocation = \$391,880.

Slide 4 – Criteria

- Must meet one (1) of three (3) National Objectives as determined by HUD
 - Benefit Low/Moderate Income (LMI) Clients – 2017 limitation = family of four (4) in Bonneville County with income <\$47,750, FY2019 income limits will apply once announced by HUD
 - Prevent/eliminate conditions of slum and blight
 - Meet an urgent need
- Must be a HUD eligible activity
 - Construction of public infrastructure
 - Handicapped access to public facilities
 - Housing rehab, social services, business rehab
 - Acquisition, clearance, and disposition of property
 - Relocation costs, economic development, job creation or training
- Additional criteria
 - Must meet goals of five-year Consolidated Plan
 - Must be approved for the FY2019 CDBG Annual Action Plan

Slide 5 – LMI Neighborhoods (three (3) Census Tracts) Map

Slide 6 – CDBG program and HUD criteria, must meet one (1) of four (4) HUD priorities

- Community Development Priority – neighborhood revitalization activities that promote public health, safety and welfare
- Economic Development Priority – improve economic conditions throughout the community for primarily LMI persons, also to benefit a slum and blight area such as downtown with the façade improvement program
- Housing Development Priority – encourage development of new, affordable single, multi-family, and special needs housing through private developers and non-profit agencies
- Public Service Priority – encourage partnerships with social service providers, faith-based groups, private businesses, school districts, non-profit agencies, and community leaders to meet the needs of families in poverty

Slide 7 – Photo of Community Development Priority, construction of public infrastructure

Slide 8 – Photo of Community Development Priority, Idaho Falls Senior Citizen Community Center, window replacement project

Slide 9 – Photo of Economic Development, assisting downtown through façade improvement projects

Slide 10 – Photo of housing rehab, removing Americans with Disabilities Act (ADA) barriers for senior citizens with mobility issues

Slide 11 – Public service examples of CLUB, Inc., Behavioral Health Center of Eastern Idaho, Idaho Legal Aid (Victims of Domestic Violence and Grandparents Raising Grandchildren), and Eastern Idaho Community Action Partnership (EICAP) Idaho Youth Challenge Academy/Youth Program

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Slide 12 – List of applicants, totaling \$487,796

Mayor Casper invited representative(s) from each organization.

Idaho Legal Aid – Jake Workman, Legal Aid Manager, appeared. Mr. Workman stated the Idaho Legal Aid operation covers ten (10) counties. The funds requested go to survivors of domestic violence. He stated in the previous year 539 cases were opened and the CDBG Grant funded 88 of those cases. Mr. Workman stated the funds are applied to direct client services. Idaho Legal Aid also assists with other legal issues including protection orders, advice appointments, litigation, custody, and helping to resolve family issues.

CLUB, Inc. – Barb Dahl, Associate Director appeared. Ms. Dahl stated a new program, Access Point, is a State-wide program designed to assist with community services. She believes the program has helped with after-hour crisis calls as there has been a decrease in those calls. She stated the program provided transportation to multiple in-state and out-of-state destinations. Ms. Dahl noted CLUB Inc. works in cooperation with the Behavioral Health Crisis Center and the Emergency Housing Exchange. She believes these services will increase in the future. She emphasized the importance and relevance of the CDGB funds. She noted the Point in Time Count was 133 homeless individuals in this area. She stated this is an increase from 100 individuals from the previous year. She expressed her appreciation for past support.

Behavioral Health Crisis Center of Eastern Idaho – April Crandell appeared. Ms. Crandell stated the center provides free crisis services for any adult. The center opened in 2014 and has served 4100 individuals to this point. The numbers have grown exponentially and the need has grown. Ms. Crandell stated the center provides a safe place for mental health crisis and substance use disorders. She also stated there is need for individual case management funding. Case managers would assist in getting individuals resources and referrals for help in the community. Without funding and case managers the center would be a continued stop for individuals. The center is also a cost savings for the community.

Eastern Idaho Community Action Partnership (EICAP) – Evelyn Kiniken, Family Service Director, appeared. Ms. Kiniken stated EICAP is applying for the Idaho Youth Challenge Academy (IYCA) Youth Program. The program is designed to provide at-risk adolescence the opportunity to attend the IYCA, reshape their lives, and, leave behind a life of delinquency. The program began in July 2017 and is free of charge but each applicant is responsible to purchase the supplies and materials required. Ms. Kiniken stated the youth program is the program with the greatest need. The program received one-time funding from Rocky Mountain Power for the pilot program. With those funds the program assisted four (4) teenagers attend the academy. Each youth received \$700 for supplies, lodging, and fuel. She stated between 2017 and 2018 five (5) youth were assisted and each have graduated the academy, have left their bad influences behind, they are strong in their school and community, and, a few are wanting to further their education. Ms. Kiniken stated EICAP is requesting \$7000 to assist families as they hope to break the cycle of poverty one (1) youth at a time. Councilmember Francis questioned events at the academy. Ms. Kiniken stated the academy is a military-structured camp. The youth can also earn high school credits, food handler's license, and, they receive a mentor. She stated the youth contact the mentor each week and the mentor assists beyond the academy. The youth attends the academy for six (6) months.

Eastern Idaho Community Action Partnership (EICAP) – Brad Simmons, Weatherization Director, appeared. Mr. Simmons stated a house has been identified in the census tract with plans to replace the steps, patio, sidewalk, and, a section of the driveway. He stated the weatherization program will be used to match other items being replaced in the house. He stated the occupant is a low-income elderly individual. He noted bids have been received for the project.

Eastern Idaho Community Action Partnership (EICAP) Grandparents Raising Grandchildren (GRG) – Morgan Nield, Senior Services Director with Area Agency on Aging (EICAP is the umbrella agency), appeared. Ms. Nield stated the program works to support area seniors in the nine (9) counties they cover. Their mission is to help individuals maintain independence while aging. The service receives funding through the State Senior Services Act and federal funding through the Older Americans Act which is distributed through the Idaho Commission on

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Aging. Ms. Nield stated the area most in need is support for caregivers, particularly grandparents raising grandchildren. Support is given through two (2) different services; a monthly support group and a contract with Idaho Legal Aid. Funds from the Older Americans Act were previously utilized for the programs but due to changes these funds are no longer allowed to support legal guardianship. With previous CDBG funds the service was able to assist 74 low-to-moderate income grandparents. Ms. Nield believes the need will continue to grow. She stated senior citizens face a number of challenges today but additional concerns arise when taking the role as caregiver. With this program children are given a chance and grandparents receive the tools they need. Funds requested are \$6000 and the majority of cases are Bonneville County residents.

Idaho Falls Downtown Development Corporation (IFDDC) – Catherine Smith, Executive Director, appeared. Ms. Smith stated the façade program has been very successful in the downtown area. The previous funds have been well spent and has paid off as seen by the momentum and investments taking place downtown. Ms. Smith stated property owners of large projects match the project at 25% contribution. The program has grants for small signs and awnings that property owners can apply for. Ms. Smith believes it is important to partner with property owners to keep historical context in place to keep downtown unique. She expressed her appreciation for access to the funds.

City Public Works Department Curb/Gutter/Sidewalk - Phase 1 – Chris Fredericksen, Public Works Director, appeared. Director Fredericksen stated the approval of a grant application was recently received to pave streets in Highland Park Subdivision. The grant will allow the paving of the streets but the department is always looking for additional areas to improve curb, sidewalk, and, better pedestrian access. Director Fredericksen indicated the funds will cover a portion of the desired improvements.

Senior Citizens Community Center – Valisa Say, appeared. Ms. Say stated the center provides the local Meals on Wheels program. The program is donation based, currently does not have a wait list, and volunteers run every program in the center. In 2016 the average donation was 83 cents and this year the average is 74 cents. Ms. Say stated more than 73,000 meals were served with the 2018 donations. The food budget is approximately 28% of the budget. Donations are continuing to decrease but expenses are increasing. Ms. Say reviewed the number of routes, volunteers and employees. She stated the center is requesting a new roof as it has two layers and a third layer cannot be added. She expressed her appreciation for the approval of the center's lease. Councilmember Hally questioned if the roof received hail damage. Ms. Say was unsure.

Idaho Falls YMCA – Monica Bitrick, Executive Director, appeared. Ms. Bitrick recognized supporters of the YMCA grant. She stated this is the first grant the YMCA has submitted for CDBG since 2008. The YMCA is non-profit with the mission to strengthen the foundation of the community through youth development, healthy living, and social responsibility. The organization has been in community since 1944 and serves the community in a variety of ways. Ms. Bitrick stated the focus has been to improve the state of the building and facilities. The original side of the building was built in 1944 and the other side was built in the early 1990's. She stated there are challenges in the building spaces and there is no accessibility for individuals with disabilities. Ms. Bitrick stated the YMCA is requesting the addition of a ramp and an enclosed vestibule with a wheelchair lift for access to the gymnasium, the lower level of the facility, the summer food program (7000 meals served to youth) in the cafeteria, and other various programs. She also stated the YMCA wants to ensure the facilities are accessible to everyone.

Habitat for Humanity Idaho Falls Area (H4HIF) – Karen Lansing, Executive Director, appeared. Ms. Lansing expressed her appreciation for the previous funding received. She stated H4HIF has assisted with the rehabilitation of properties in the previous year. She indicated this year is the 25th anniversary for H4H in the Idaho Falls area. Ms. Lansing stated the current focus is the neighborhood in the Highland Park area. She reviewed previous projects in this area. Ms. Lansing stated H4HIF is requesting funding for the construction of a new home for a low-to-middle income family on Elmore Street on a donated vacant lot. She stated the project will be finished in 2020. The requested funds of \$30,000 will cover a portion with grants and mortgages to help supplement the remaining cost.

Ms. Farris reappeared. She stated the 30-day public comment period will end on May 11 and recommendations for projects will occur at the May 20 City Council Work Session to be approved and included in the Draft Plan submitted to HUD. A resolution will be presented at the May 23 City Council Meeting with electronic submission

April 11, 2019 – Unapproved

to HUD on June 18. Final date to submit to HUD is August 16. Funds will be allocated in July/August to begin projects and activities. The approved projects will then go into agreements and environmental reviews. Ms. Farris reiterated the allocation amount award is expected on April 15. She expressed her appreciation to all applicants and to the Mayor and Council for consideration of the projects.

Mayor Casper closed the public hearing. She expressed her appreciation to those who serve the community.

There was no recommended action at this time.

Subject: 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.

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

Director Cramer appeared with the following:

Slide 1 – Property under consideration in current zoning

Director Cramer stated this property was recently rezoned due to the updated Zoning Ordinance. He noted according to the staff report the most recent zone was R3A and then rezoned to traditional neighborhood. He stated the property was rezoned to Commercial around 1965. In the year following this rezone the City Council approached the P&Z recommending a rezone back to R3A. There are no documents indicating the rezone to R3A occurred although the zoning map showed the change. Director Cramer believes this area has been zoned commercial since the 1960's although the map has reflected R3A.

Slide 2 – Aerial photo of property under consideration

Director Cramer stated the rezone would allow additional commercial uses that traditional neighborhood would not allow and there would be more restrictive landscaping requirements.

Slide 3 – Additional aerial photo of property under consideration

Director Cramer stated the rezone would bring the additional uses back into compliance and would allow expansion of those uses.

Slide 4 –Comprehensive Plan Map

Slide 5 – Photo of commercial building on Lomax and Holmes Avenue

Slide 6 – Photo of commercial building on Lomax

Slide 7 – Photo looking across Lomax

Slide 8 – Photo of property from Lomax

Director Cramer stated the rezone will recognize the historical uses of the property and will provide sufficient protections to adjacent neighbors and residential uses.

Councilmember Francis questioned additional property owner approval. Director Cramer confirmed approval has occurred.

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

Councilmember Smede reiterated Director Cramer's comments. She stated the current property owner anticipates expanding their operations and uses along Lomax including the landscaping requirements. The rezone area includes two (2) existing commercial buildings. Councilmember Francis stated he is reluctant for zoning changes although he indicated he will support this rezone due to enhancement of the area and there was no opposition of the adjacent property owners.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance rezoning Lots 1-12, Block 30, Capitol Hill Addition, under the suspension of the rules requiring three complete and

April 11, 2019 – Unapproved

separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

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

ORDINANCE NO. 3244

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.

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

Subject: Rezone from R1 with a PT Overlay to TN, Zoning Ordinance, and Reasoned Statement of Relevant Criteria 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 Criteria 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.

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

Director Cramer appeared with the following:

Slide 1 – Property under consideration in current zoning

Director Cramer stated one of the key reasons this property was not included in the recent rezone was because of the overlay as staff was unsure of future Planned Transition (PT). He believes this overlay zone will slowly disappear with future applications as today's standards are largely built upon the original standards of the planned transition zone.

Slide 2 – Aerial photo of property under consideration

Director Cramer stated this is an undeveloped lot, there are also pockets of undeveloped lots in this area. The traditional neighborhood zone does allow some commercial uses and designed standards are used to ensure any commercial use will fit well within the neighborhood context.

Slide 3 – Additional aerial photo of property under consideration

Director Cramer stated the owner controls the property under consideration as well as the adjacent property to the east with the intent to develop both properties together with the same zone.

Slide 4 – Comprehensive Plan Map

Slide 5 – Photo looking south across the site

Slide 6 – Photo looking across Fremont Avenue

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

Councilmember Smede reiterated the PT overlay makes the property undevelopable and the owner is wanting to use the smaller lot size allowance to potentially build single-family homes on the narrow lots. Mayor Casper believes the rezone may be due to the growth around this area. Councilmember Radford believes this area will be a nice livable place.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, 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

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requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

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

ORDINANCE NO. 3245

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.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the rezone of Lot 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. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Announcements and Adjournment:

Councilmember Freeman noted the Broadway Streetscape approval has been coordinated with the Idaho Falls Redevelopment Agency, the IFDDC, IFP, and, the City. He believes this project will have a large positive effect on the appeal of the main downtown corridor on Broadway. Councilmember Freeman also noted the Water Line Replacement on First Street from Lomax to the Idaho Canal will impact traffic for approximately two (2) months. Additional construction projects will be discussed at the May 7 Budget Watch. Councilmember Dingman stated she had the privilege of proclaiming April as Civitan Awareness Month. The Idaho Falls Civitan Club is one of numerous international clubs. She expressed her appreciation for the continued partnership. Mayor Casper stated IFP will be hosting a Fiber Launch Party on April 12 at the Maeck Education Center. She also stated an additional Council Work Session is scheduled for April 15.

There being no further business, the meeting adjourned at 9:43 p.m.

CITY CLERK

MAYOR

April 15, 2019 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, April 15, 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 Shelly Smede
Councilmember Jim Francis
Councilmember Jim Freeman
Councilmember Michelle Ziel-Dingman
Councilmember John Radford

Also present:

Chris Fredericksen, Public Works Director
Kent Fugal, City Engineer
Gary Olson, Construction Inspection Chief
David Richards, Water Superintendent
Randy Fife, City Attorney
Kathy Hampton, City Clerk

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

Acceptance and/or Receipt of Minutes:

There were no minutes to accept.

Calendars, Announcements and Reports:

There were no calendar items.

Mayor Casper stated the Council Work Session scheduled for April 22 may be lengthy. She requested Council availability for June 22 and August 14 for the 70th anniversary of the INL.

Liaison Reports and Concerns:

Councilmember Hally stated the public reception for the retirement of Fire Chief Dave Hanneman will be held on April 23. He also stated he is no longer eligible to be a member of the Development Workshop Inc. (DWI) Board.

Councilmember Francis had no items to report.

Councilmember Freeman stated a kiosk is being installed in the City Hall Annex Building. Director Fredericksen stated the kiosk has been purchased from a grant to educate on water, wastewater, etc.

Councilmember Smede stated the Library Director is currently working on bylaws. She also stated several items within Community Development Services will be forthcoming.

Councilmember Radford expressed his appreciation to those who attended the fiber open house. He stated the Parks and Recreation Department recently received two (2) awards from the Idaho Recreation and Park Association for the Up, Up and Away program and the William Maeck Education Center.

Councilmember Dingman had no items to report.

Chip Seal Presentation:

Director Fredericksen stated chip sealing has been a major component of the pavement maintenance system since 1987. He noted bids for the 2019 chip seal project are scheduled to be opened on April 16. Director Fredericksen stated \$3M of the \$7M Street Division budget is dedicated to pavement maintenance. Approximately \$500,000 of the \$3M is dedicated to primarily chip sealing. The 2019 chip seal project will include 25th Street from Holmes Avenue to Hitt Road; Garfield Street from NW Bonneville Drive to Royal Avenue; the S. Boulevard round-about; the intersection of Science Center Drive; the majority of Highland Park Subdivision; 6th and 7th Streets between Boulevard and Holmes Avenue; and, Jennie Lee Drive. Director Fredericksen stated the Public Works Department

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attempts to chip seal the major arterial and collector streets every seven (7) years, residential streets are chip sealed every 20-30 years per budget. The chip seal coating maximizes the life of the pavement. Director Fredericksen stated a Federal Aid project, amounting to approximately \$600,000-700,000, will complete micro sealing on a number of projects. He noted micro sealing has less construction impacts and vehicles can travel on micro sealing sooner than regular seal coating. He also noted the cost of micro sealing is almost double the amount as there are no local contractors that currently perform micro sealing. The long-term performance of micro sealing is currently being evaluated on Pancheri Drive/Skyline High School area. To the response of Councilmember Hally, Director Fredericksen stated a large project would reduce the cost of micro sealing. He briefly reviewed pros and cons of micro sealing versus chip sealing. Director Fredericksen then presented a YouTube video describing the chip seal process. Director Fredericksen stated chip seal is a universal process. Councilmember Hally questioned the varied mixture of the oil by contractor. Director Fredericksen stated there is one (1) local distributor for the oil mixture. He also stated the outside temperature is an important factor when the oil mixture is applied. He noted the S. Boulevard issue is being discussed with the contractor, he is hopeful these issues can be resolved prior to the July 4 activities. Brief discussion followed including a light-colored seal coat, the size of the chip seal, and, the notification and sweeping process required by the contractor.

Ball Packing Contract for Service Discussion:

Director Fredericksen stated the Public Works Department has been approached by Golden Valley Natural Jerky and Meat Snacks regarding hauling wastewater from Shelley to their plant in Idaho Falls and discharging into the City's wastewater system. A number of tests have been completed regarding this request, the tests indicate the request could be accepted. This would be similar to other industrial and septic haulers permits, with the associated fees. The amount of wastewater would be approximately 40,000 gallon per month with approximately \$54,000 per month in revenue. Director Fredericksen does not anticipate any concerns. To the response of Councilmember Freeman, Director Fredericksen stated the amount of wastewater would be in-line with approximately five (5) households per month. This service contract could be incorporated into the fee schedule. He briefly reviewed the associated fees. It was noted there would be no increase to the number of Public Works staff. To the response of Councilmember Smede, Director Fredericksen stated there would be no impact to the existing discharge permit and he believes there may be a disadvantage to the business if not approved. General discussion followed. There were no concerns with the Councilmembers to proceed.

Water Tower Discussion:

Mr. Richards stated the Water Facility Plan was created in August 2015 which generated a plan including the well site deficiencies, a Capital Improvement Plan (CIP), and, rate adjustments for the CIP. He reviewed the following with general discussion throughout:

- Well Ranking versus Average Daily Production – the elevated water tower at Well 3 bears a big portion of overall project cost and, Well 3 was targeted as the second most important project.
- The elevated water tower establishes pressure for the water system; provides reliable pressurized water during times of peak water use, fire fighting, emergency, and, power outage; prevents contamination of the water system; and, resides nearly in the centroid of the City.
- Why the elevated tower? Ground-level tanks are cheaper to build but require a larger footprint; an additional pump station; and, more life-cycle Operations and Maintenance (O&M) costs.
- History of the elevated water tower – constructed in 1937; built by Chicago Bridge and Iron Company (still in business today); “Horton Tank” named after the company owner; holds 500,000 gallons of water; 185’ at peak; and, colored red, white and blue for 1976 bicentennial year.
- Water tower issues include paint (there is a high-lead paint content); pier foundations; inlet and outlet piping; seismic conditions; location safety; and, code and miscellaneous upgrades.
- Seismic zone allowed tower types – composite tower (steel bowl with concrete pedestal), multi-column tower (all steel construction), fluted column tower (all steel construction), and multi-leg tower (all steel construction). Mr. Richards recommended the composite tower as the concrete construction of pedestal reduces maintenance costs over the tower's lifecycle. He noted the overall circumference is approximately 40’ in diameter, this is a smaller footprint than the existing tower.

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- Water tower replacement siting (the existing tower must remain in service until the new tower is placed into service, therefore the new water tower cannot be erected in the same location) – six (6) locations were initially identified for a new water tower: Site #1 – next to Key Bank, Site #2 – Idaho Falls Power (IFP) parking lot, Site #3 – South Capital Park, Site #4 – the parking lot between the Library and State of Idaho building, Site #5 – the parking lot on Cliff Street, Site #6 – the parking lot south of State of Idaho building. All locations are City-owned property, relatively close to Well 3, and, close to drainage facilities. Mr. Richards stated following discussions with stakeholders, the site locations have been reduced to three (3) feasible sites – Site #3, Site #4, Site #6. He reviewed rendering of the three (3) remaining sites. These sites will be presented to the public prior to a final decision.

Mr. Richards reviewed the anticipated schedule including site selection; conceptual design and permitting; final design; bid opening; and, construction phases with construction anticipated to be completed by October 2023. The existing tower removal is anticipated to be completed by spring 2024. Total estimated project cost for replacement = \$6,434,000, this would be distributed over multiple fiscal years. Funds for these projects were considered in the Water Facility Plan with the increase of water rates, this will be funded in-house and would not require a bond. The proposed new elevated water tower would allow for growth and would hold 1M gallons of water. Total estimated project cost for rehabilitation of existing tower = approximately \$2,307,000. It was noted improvements to the existing tower will not meet the seismic zone requirements and would not allow growth. There was also concern with the lead-based paint on the existing tower. General discussion followed including site selection, the proposed time frame, and, the historical landmark.

There being no further business, the meeting adjourned at 4:37 p.m.

CITY CLERK

MAYOR

REGULAR

AGENDA:



MEMORANDUM

FROM: Office of the Mayor, Economic Development Coordinator

DATE: Monday, April 22, 2019

RE: Economic Development Incentive Program

Item Description

For consideration is a Resolution for an Economic Development Incentive Agreement between the City of Idaho Falls and proposed applicant. The Agreement, pursuant to City Code Title 1, Chapter 16, allows for expedited permit processing and waiver of fees associated with the establishment of a business at the discretion of the City Council. Waiver of fees include those pertaining to road and bridge fees, storm drainage fees, land use application and plan review fees, and building permit fees.

At the time of agenda publication, the associated documents are in the process of being gathered and finalized. Due to the timeliness factor of the project, it is requested that the item be considered, with documents provided at the time of the Council Meeting.

City Code Title 1, Chapter 16 requires eligibility requirements and criteria, application procedures, evaluation, and agreement documentation be met. Staff review finds each of these conditions met, and respectfully requests approval of the Resolution.

Purpose

The proposed Economic Development Incentive Agreement relates to the Priority Based Budgeting results in the area of Strong, Stable, and Healthy Economic Growth and Vibrancy. The City is committed to retaining, expanding, and attracting high quality businesses to support employment stability and growth in all parts of the City.

Fiscal Impact / Financial Review

The estimated fee waivers proposed for consideration are as follows:

- Road and Bridge Estimated Fees: \$43,272.50
- Storm Drainage Estimated Fees: \$5,625.43
- Land Use Application and Plan Review Estimated Fees: \$21,580.77
- Building Permit Estimated Fees: \$60,310.43

Total estimated fee waivers proposed: \$130,789.13

Legal Review

The application, agreement, and resolution has been reviewed and accepted by the City's Legal Department

Interdepartmental Review

The application, agreement, and resolution has been reviewed and accepted by the associated/impacted departments of Community Development Services and Public Works.

Recommended Action

To approve the Resolution of the Economic Development Incentive Agreement between the City and the 4/25/19 stated applicant, and to grant the incentives contained therein, and give authorization for the Mayor and City Clerk to execute the necessary documents and the duty to ensure that the obligations of both parties to the Agreement are complied with.



☐ Economic



☐ Governance



☒ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation



MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director
DATE: Wednesday, April 17, 2019
RE: Water Rights Lease Agreement with the City of Pocatello

Item Description

Attached for consideration is a Water Rights Lease Agreement with the City of Pocatello to lease 2,400 acre-feet of water at \$31.30 per acre-foot for a total cost to the City of \$75,120.00.

Purpose

This lease agreement, if approved, will allow the City of Idaho Falls to fulfill groundwater mitigation needs for the current water year.

Fiscal Impact / Financial Review

Sufficient funds and budget authority are available from the Water Fund to execute this lease agreement.

Legal Review

This agreement has been reviewed by the Legal Department

Interdepartmental Review

N/A

Recommended Action

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



☐ Economic



☐ Governance



☒ Growth



☐ Learning



☐ Livable



☐ Safety



☒ Sustainability



☐ Transportation

(Exhibit A to City Mitigation Agreement)
WATER RIGHTS LEASE AGREEMENT

This Lease Agreement is made and entered into between the CITY OF POCATELLO, a municipal corporation of Idaho whose address is P.O. Box 4169, Pocatello, Idaho 83205, hereinafter referred to as “Pocatello” or “Lessor”, and the CITY OF IDAHO FALLS, a municipal corporation of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405, hereinafter referred to as “Lessee”:

1. Purpose. Lessee desires to lease storage water from Lessor for the purposes of supplying a portion of the municipal mitigation and recharge obligation specified in the Settlement Agreement Between the Surface Water Coalition, Participating Members of the Idaho Ground Water Association, and Signatory Cities (“Final Settlement Agreement”) and as provided for in the ESPA City Allocation of Mitigation Obligations under Final SWC-IGWA-City Settlement Agreement (“City Mitigation Agreement”).
 2. Leased Property. Pursuant to Exhibit 2 to the City Mitigation Agreement Lessor hereby leases to Lessee and Lessee hereby leases from Lessor 2,400.00 acre-feet¹ of Lessor's Palisades storage water right under Contract No. 14-06-100-1825.
 3. Term. The term of this Lease shall be for the remainder of the term of the 2018-2019 water accounting year (November 1, 2018-October 31, 2019), commencing upon execution of this Lease Agreement, and terminating on October 31, 2020.
 4. Rent and fees. The Lessee agrees to pay rent and fees:
 - a. The rent for the leased water is \$20.00 per acre-foot.
 - b. The fees for this lease are:
 - i. \$2 per acre-foot for the City of Pocatello’s administrative costs;
 - ii. Administrative fees charged by the Committee of Nine, Water District 01, Bureau of Reclamation or IDWR of \$1.30 and as specified in the Rental Pool Rules.
 - iii. \$8 per acre-foot to be paid to Idaho Water Resources Board for conveyance costs associated with the Board’s recharge efforts.
- Payment of the above rents and fees from Lessee shall be received by Lessor on or before October 1, 2019.
- c. Any rent or administrative fees not paid by October 16, 2019 shall bear interest at the rate of 12% per annum until paid.

¹ The volume of mitigation Lessee is responsible for to satisfy its proportional amount of the Final Settlement Agreement is determined by the allocation methods reflected in Exhibit 2 to the City Mitigation Agreement.

- d. While fixed for the term of this lease, the rent and fees are subject to change in the future at the discretion of the responsible entity.
5. Conditions of Lease. This Lease shall be subject to the following conditions:
- a. Lessee shall pay the annual agreed upon price to Lessor for the leased water.
 - b. Lessee agrees that the leased amount shall be assigned back to the City for the purposes of recharge as described in paragraph 5.c.
 - c. Lessor shall ensure the leased amount is made available to IWRB for recharge.
 - i. However, and notwithstanding the foregoing, Lessor is released from ensuring the leased amount is made available to IWRB for recharge in the event of an Act of God, or as a result of actions by the United States Bureau of Reclamation, the Committee of Nine or the Water District 01 imposing restrictions on Lessor's use of its storage water.
 - ii. If such conditions arise making it impossible for Lessor to ensure IWRB recharge of the leased amount, Lessor shall return any of the Lessee's funds collected pursuant to this lease.
 - d. This Lease Agreement shall be contingent upon any approvals of the Committee of Nine, Water District 01, the IDWR, the BOR, or any other entity as may be required by state or federal law.
6. Non-Use by Lessor. Lessor covenants that it will not divert or otherwise utilize the water leased to Lessee pursuant to this Agreement during the term of this Lease.
7. Use by Lessee. During the term of this Lease, Lessee will not divert or utilize the leased water except for recharge as provided for under the Final Agreement.
8. Representations by Lessor. Lessor covenants and represents that it is the true and lawful owner of the water right which is the subject of this Lease, that this water right has not lapsed, been abandoned, or forfeited, either in whole or in part and that nothing restricts or precludes Lessor from entering into this Lease and Lessee utilizing the described water right.
9. Breach. In the event either party breaches this Lease and such defaults are not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at their option, may elect any or all of the following cumulative remedies:
- a. To terminate this Lease Agreement;
 - b. To seek specific performance of this Lease Agreement;
 - c. To recover any damages arising out of the breach;

- d. To pursue any and all other remedies under Idaho law by reason of such breach.
10. Assignment. Except for assignment of leased water to Pocatello under paragraph 5.c., Agreement may not be assigned by Lessee without the express written consent of Lessor.
11. Choice of Law. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Idaho. Any required mediation and arbitration shall occur in Bannock County Idaho. Jurisdiction and venue for any litigation shall be in the District Court of the State of Idaho in Bannock County.
12. Attorney Fees. In the event of any arbitration or litigation over this Lease the prevailing party shall be entitled to recover reasonable attorney fees and costs.
13. Binding Effect. This Agreement shall be binding upon the respective heirs, successors and assigns of the parties.
14. Notice. All notices under this Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

LESSOR: City of Pocatello
Attn: Legal Dept.
P.O. Box 4169
Pocatello, ID 83205

LESSEE: City of Idaho Falls
Attn: City Attorney
P.O. Box 50220
Idaho Falls, Idaho 83405

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to *have* been completed on the first attempted delivery by the United State Post Office.

DATED this ____ day of _____, 2019.

LESSEE:

LESSOR:

CITY OF POCA TELLO, IDAHO

By: _____
Rebecca Noah Casper, Mayor

By: _____
Brian C. Blad, Mayor

Attest: _____
Kathy Hampton, City Clerk

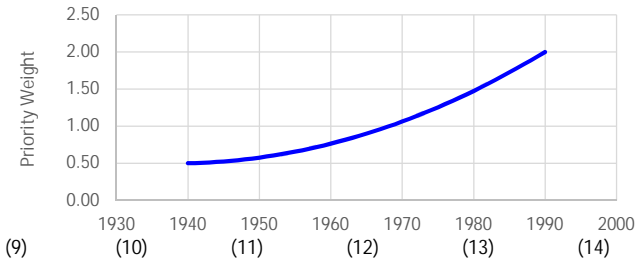
Attest: _____
Ruth E. Whitworth, City Clerk

EXHIBIT 2

Allocation of Annual Mitigation Obligation Among Signatory Cities ESPA City Agreement for Allocation of Mitigation Obligations Under the Final Settlement Agreement

| | |
|-------------------------------|-------|
| Annual Mitigation Volume (af) | 7,650 |
| Weighted by Pumping (%) | 50% |
| Weighted by Priority (%) | 50% |

| Priority Weighting | |
|--------------------|--------|
| Year | Weight |
| 1940 | 0.5 |
| 1990 | 2.0 |



| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) | (12) | (13) | (14) |
|-----------------|------------------------------------|---------------------------------|-------------------------------------|-------------------------------|-------------------------------|--|-----------------|----------------------------------|---|--------------------------------------|--------------------------------|---|---|
| Signatory City | 2011 - 2015 Average Pumping (af/y) | Proportion of Total Pumping (%) | Mitigation Volume by Pumping (af/y) | Avg Annual Pumping Rate (cfs) | Peak Month Pumping Rate (cfs) | Weighted Priority Date of Peak Month Pumping (cfs) | Priority Weight | Priority Weighted Pumping (af/y) | Proportion of Total Priority Weighted Pumping (%) | Mitigation Volume by Priority (af/y) | Total Mitigation Volume (af/y) | Proportion of Total Mitigation Volume (%) | Annual Cost to Lease Palisades Water (\$) |
| Ammon | 2,308.7 | 3.2% | 123.5 | 3.2 | 6.6 | 5/5/1961 | 0.8 | 1,821.4 | 3.8% | 145.3 | 268.8 | 3.5% | \$8,413 |
| Atomic City | 30.0 | 0.0% | 1.6 | 0.0 | 0.1 | 8/1/1952 | 0.6 | 18.1 | 0.0% | 1.4 | 3.0 | 0.0% | \$94 |
| Blackfoot | 3,695.1 | 5.2% | 197.7 | 5.1 | 10.6 | 10/13/1938 | 0.5 | 1,847.5 | 3.9% | 147.3 | 345.0 | 4.5% | \$10,799 |
| Bliss | 52.9 | 0.1% | 2.8 | 0.1 | 0.1 | 8/1/1960 | 0.8 | 40.4 | 0.1% | 3.2 | 6.0 | 0.1% | \$188 |
| Burley | 6,416.2 | 9.0% | 343.3 | 8.9 | 17.0 | 10/1/1935 | 0.5 | 3,208.1 | 6.7% | 255.8 | 599.1 | 7.8% | \$18,752 |
| Carey | 120.1 | 0.2% | 6.4 | 0.2 | 0.4 | 2/21/1979 | 1.4 | 171.7 | 0.4% | 13.7 | 20.1 | 0.3% | \$629 |
| Declo | 122.9 | 0.2% | 6.6 | 0.2 | 0.3 | 10/17/1954 | 0.6 | 78.4 | 0.2% | 6.3 | 12.9 | 0.2% | \$404 |
| Dietrich | 60.5 | 0.1% | 3.2 | 0.1 | 0.2 | 12/31/1910 | 0.5 | 30.2 | 0.1% | 2.4 | 5.6 | 0.1% | \$175 |
| Firth | 180.2 | 0.3% | 9.6 | 0.2 | 0.5 | 9/27/1952 | 0.6 | 108.9 | 0.2% | 8.7 | 18.3 | 0.2% | \$573 |
| Gooding | 1,074.1 | 1.5% | 57.5 | 1.5 | 2.9 | 9/17/1930 | 0.5 | 537.1 | 1.1% | 42.8 | 100.3 | 1.3% | \$3,139 |
| Heyburn | 501.6 | 0.7% | 26.8 | 0.7 | 1.5 | 8/27/1989 | 1.9 | 974.3 | 2.0% | 77.7 | 104.5 | 1.4% | \$3,271 |
| Hazelton | 98.7 | 0.1% | 5.3 | 0.1 | 0.2 | 6/21/1917 | 0.5 | 49.3 | 0.1% | 3.9 | 9.2 | 0.1% | \$288 |
| Idaho Falls | 27,407.3 | 38.3% | 1,466.6 | 37.8 | 82.5 | 8/27/1961 | 0.8 | 21,623.3 | 45.1% | 1,724.4 | 3,191.0 | 41.7% | \$99,878 |
| Iona | 870.1 | 1.2% | 46.6 | 1.2 | 2.5 | 2/2/1957 | 0.7 | 605.5 | 1.3% | 48.3 | 94.9 | 1.2% | \$2,970 |
| Jerome | 3,270.4 | 4.6% | 175.0 | 4.5 | 7.7 | 2/5/1945 | 0.5 | 1,713.7 | 3.6% | 136.7 | 311.7 | 4.1% | \$9,756 |
| Paul | 397.7 | 0.6% | 21.3 | 0.5 | 1.1 | 2/6/1935 | 0.5 | 198.8 | 0.4% | 15.9 | 37.2 | 0.5% | \$1,164 |
| Pocatello | 14,960.3 | 20.9% | 800.6 | 20.6 | 42.5 | 3/9/1939 | 0.5 | 7,480.1 | 15.6% | 596.4 | 1,397.0 | 18.3% | \$43,726 |
| Pocatello (irr) | 3,173.9 | 4.4% | 169.8 | n/a | n/a | 5/31/1967 | 1.0 | 3,054.1 | 6.4% | 243.5 | 413.3 | 5.4% | \$12,936 |
| Rexburg | 1,920.1 | 2.7% | 102.7 | 2.7 | 5.5 | 8/7/1956 | 0.7 | 1,296.7 | 2.7% | 103.4 | 206.1 | 2.7% | \$6,451 |
| Richfield | 805.2 | 1.1% | 43.1 | 1.1 | 1.2 | 12/14/1975 | 1.3 | 1,011.4 | 2.1% | 80.7 | 123.8 | 1.6% | \$3,875 |
| Rupert | 2,516.8 | 3.5% | 134.7 | 3.5 | 8.1 | 1/8/1927 | 0.5 | 1,258.4 | 2.6% | 100.4 | 235.1 | 3.1% | \$7,359 |
| Shoshone | 783.2 | 1.1% | 41.9 | 1.1 | 2.1 | 10/1/1951 | 0.6 | 461.9 | 1.0% | 36.8 | 78.7 | 1.0% | \$2,463 |
| Wendell | 716.9 | 1.0% | 38.4 | 1.0 | 2.1 | 5/15/1945 | 0.5 | 375.7 | 0.8% | 30.0 | 68.4 | 0.9% | \$2,141 |
| Total | 71,482.7 | 100.0% | 3,825.0 | | | | | 47,965.1 | 100.0% | 3,825.0 | 7,650.0 | 100.0% | \$239,445 |
| Total Pocatello | 18,134.2 | 25.4% | 970.4 | | | | | 10,534.2 | 22.0% | 839.9 | 1,810.3 | 23.7% | \$56,662 |

Notes:

(1) Signatory Cities in ESPA Cities Settlement Agreement as of 2/11/2019.

(2) Five-year average annual pumping data provided by cities.

(3) 2011 - 2015 Average Pumping (2) for City / Total 2011 - 2015 Average Pumping.

(4) Proportion of Total Pumping (3) x Annual Mitigation Volume (af) x 50% (rounded).

(5) 2011 - 2015 Average Pumping (2) / 365.25 days / 1.9835 af/cfs.

(6) Avg Annual Pumping Rate (5) x Peaking Factor.

(7) Weighted Priority Date of Peak Month Pumping.

(8) Priority weight computed using Non-Linear Weighting method.

(9) 2011 - 2015 Average Pumping (2) x Priority Weight (8).

(10) Priority Weighted Pumping (9) for City / Total Priority Weighted Pumping.

(11) Proportion of Total Priority Weighted Pumping (10) x Annual Mitigation Volume (af) x 50% (rounded).

(12) Mitigation Volume by Pumping (4) + Mitigation Volume by Priority (11).

(13) Total Mitigation Volume (12) for City / Total Mitigation Volume.

(14) Lease price is \$31.20/af (\$20/af rent plus \$11.30/af in fees).



MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Friday, April 19, 2019

RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Silver Leaf Estates Division No. 4

Item Description

For your consideration on the regular agenda is a Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Silver Leaf Estates Division No. 4. The Planning and Zoning Commission considered the plat at its February 5, 2019 meeting and recommended approval by unanimous vote.

Purpose

The Final Plat complies with the Subdivision Ordinance. The City's Subdivision Ordinance section 10-1-9.A.9 states, "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."

Fiscal Impact / Financial Review

NA

Legal Review

Legal and Public Works have reviewed the Development Agreement and it is ready for signature.

Interdepartmental Review

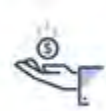
All responsible departments have reviewed the plat and improvement drawings.

Recommended Action

Staff recommends approval of the following actions:

1. To approve the Development Agreement for Silver Leaf Estates Division No. 4, and give authorization for the Mayor and City Clerk to execute the necessary documents.
2. To accept the Final Plat for Silver Leaf Estates Division No. 4, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat

3. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Silver Leave Estates Division No. 4, and give authorization for the Mayor to execute the necessary documents.



☐ Economic



☒ Governance



☒ Growth



☐ Learning



☒ Livable



☐ Safety


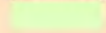

















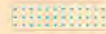




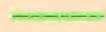


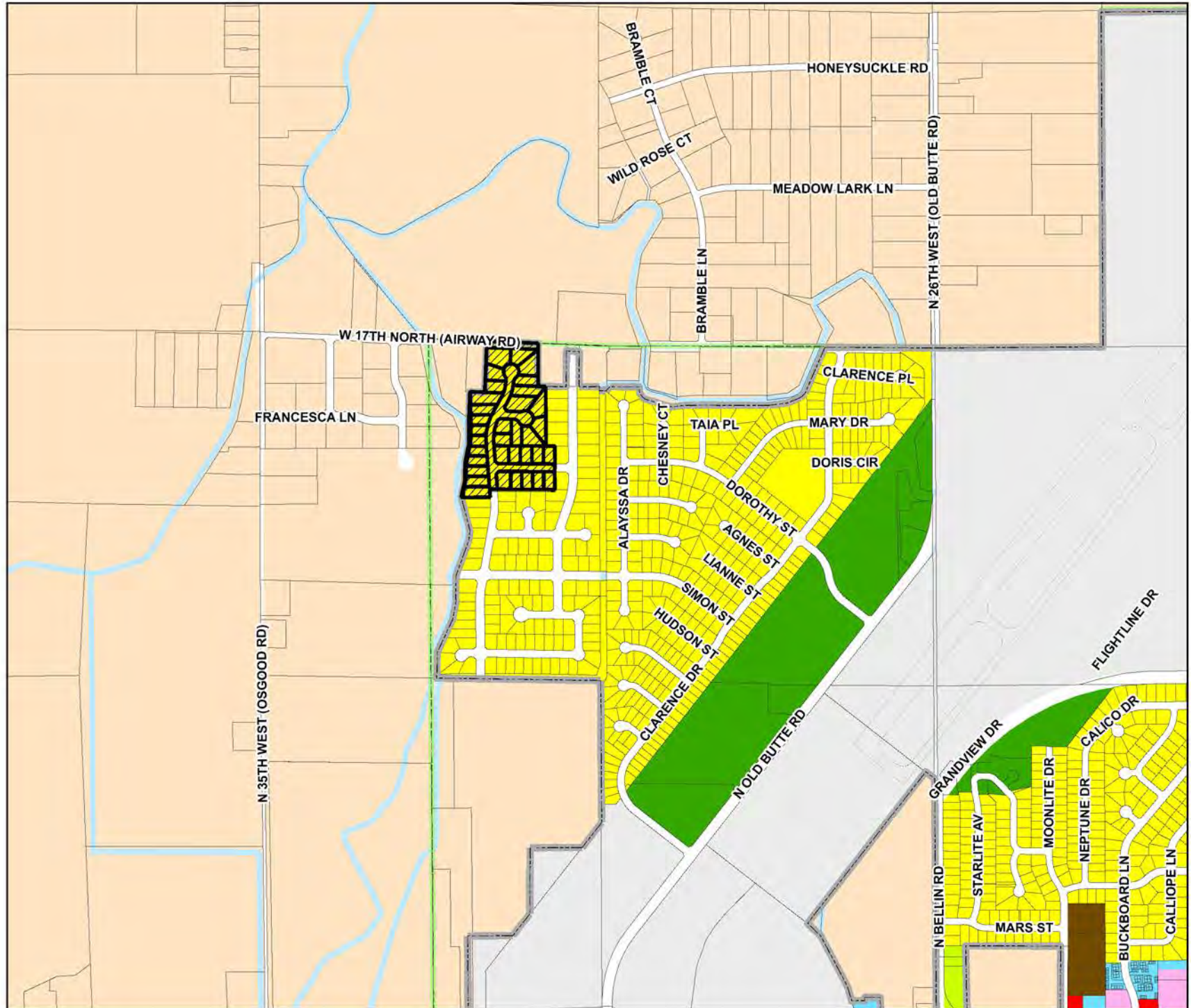
☒ Sustainability



☒ Transportation

Legend

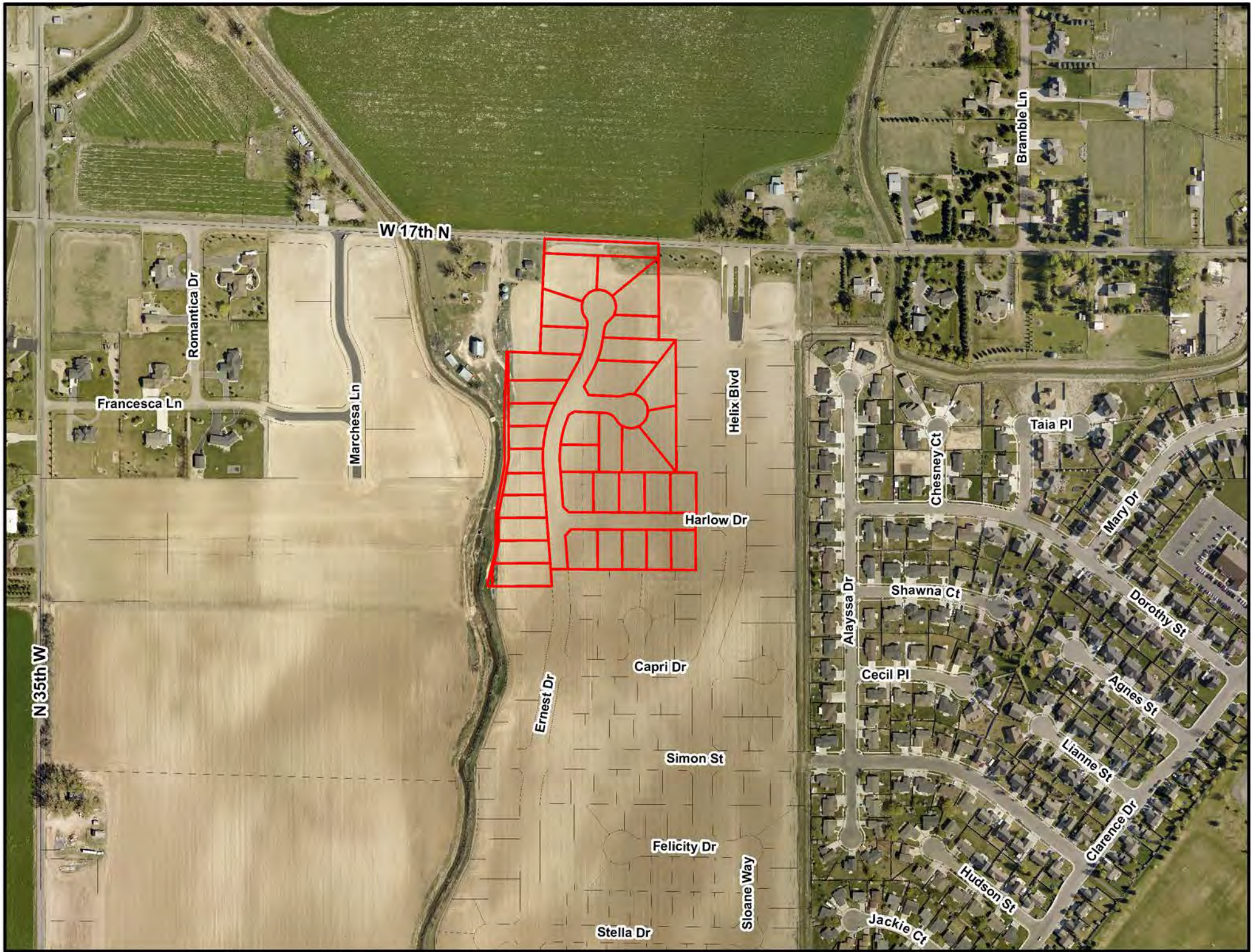
-  Site
-  RE
-  RP
-  R1
-  R2
-  TN
-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P
- Overlays**
-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2
-  City Limits
-  Area of Impact

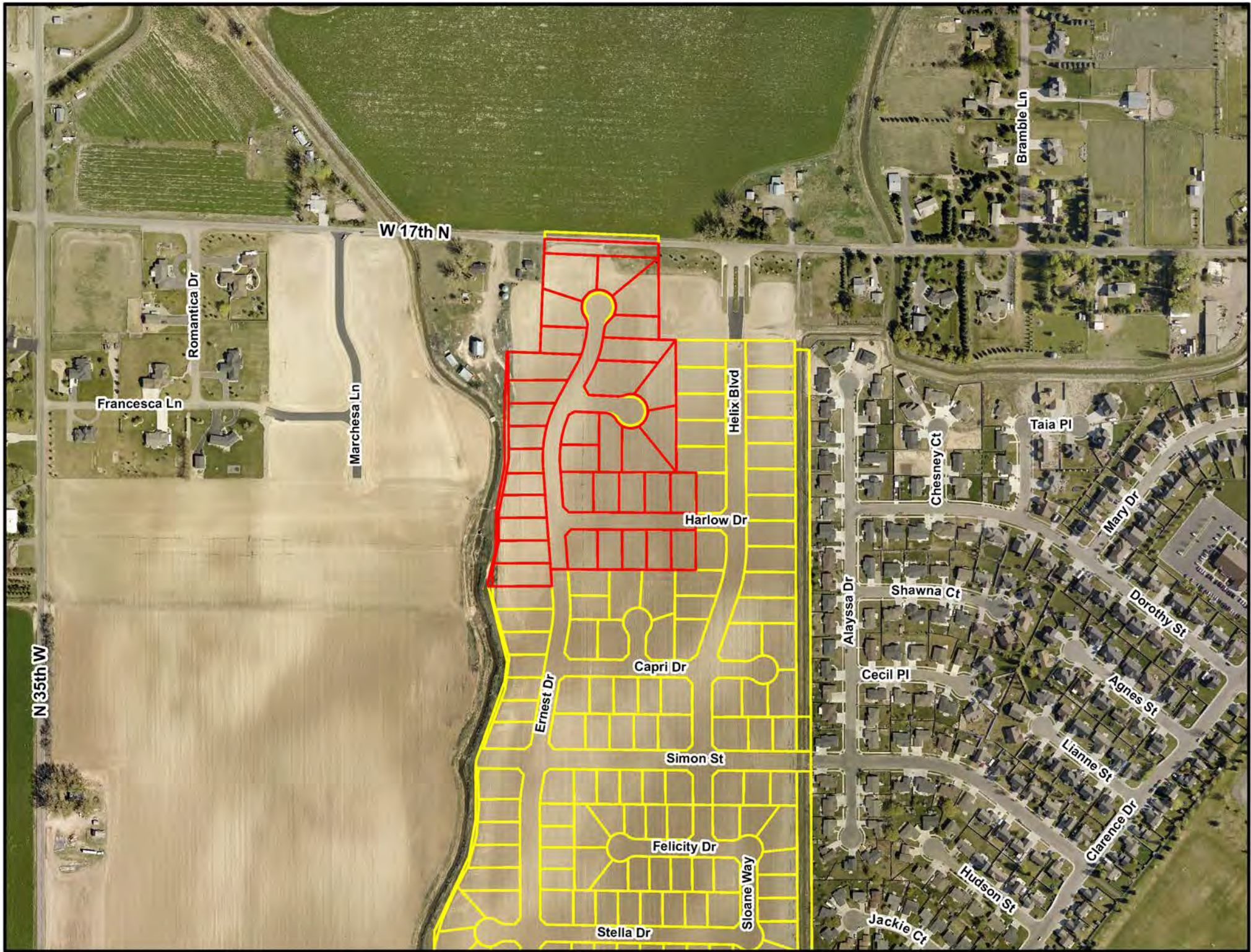


IDAHO FALLS

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







W 17th N

Bramble Ln

Romantica Dr

Francesca Ln

Marchesa Ln

N 35th W

Helix Blvd

Harlow Dr

Taia Pl

Chesney Ct

Mary Dr

Dorothy St

Agnes St

Lianne St

Clarence Dr

Hudson St

Jackie Ct

Alayssa Dr

Shawna Ct

Cecil Pl

Capri Dr

Simon St

Felicity Dr

Stella Dr

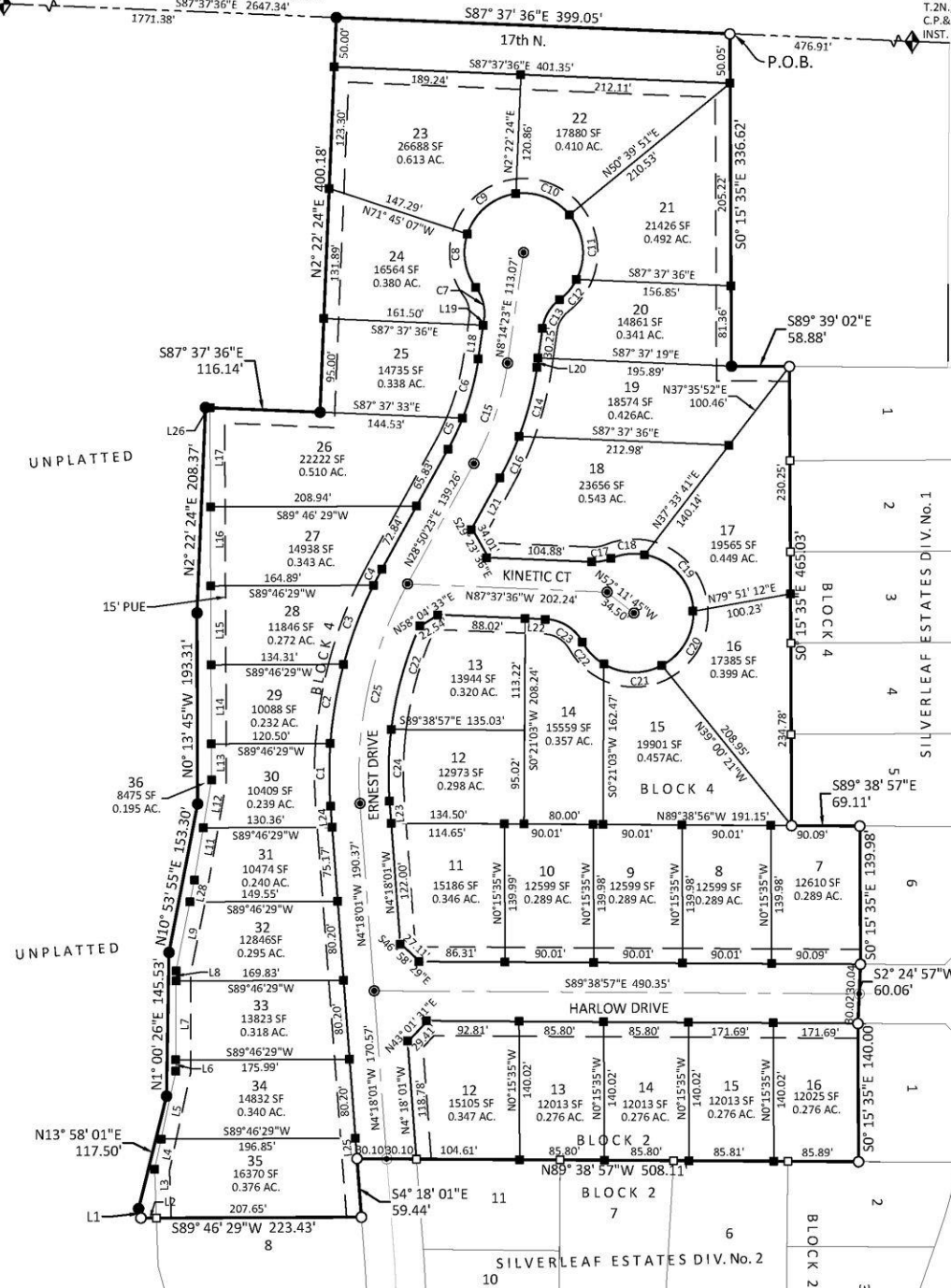
Sloane Way

Ernest Dr

SECTION LINE - BASIS OF BEARING
CITY OF IDAHO FALLS 2004 DATUM
S87°23'12.61"E 261.75' ±

UNPLATTED

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



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
Silverleaf Division 4
February 5, 2019



Community
Development
Services

Applicant: Eagle Rock Engineering

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

Size: 15.211 Acres

Lots: Buildable: 34
Unbuildable: 1

Average Lot Size: 16,141 SF

Net Density: 2.84

Existing Zoning:

Site: R1
North: County A-1
South: R1
East: R1
West: County A-1

Existing Land Uses:

Site: Ag land
North: Ag and Residential
South: Residential
East: Residential
West: Ag and Residential

Future Land Use Map:

Estate and Low 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 property was annexed and initially zoned R-1 September 2016. A preliminary plat was approved for this development in August of 2016. The preliminary plat included five phases. Phases 1-3 and 5 from the preliminary plat have already been platted.

Staff Comments: This subdivision is located on the western edge of the municipal boundary. The proposed final plat generally follows the preliminary plat. This area is the 4th phase of the preliminary plat, but is being platted as the final Phase. The plat is consistent with the approved preliminary plat. The plat includes 34 single dwelling unit lots. The property is zoned R-1. All lots meet minimum requirements for development within the R-1 Zone. Access to this plat will come from the previous divisions. The unbuildable lot is the canal lot along the west. Per the 2010 airport plan this Division falls within the airport limited development area. Residential development is generally incompatible and should be prohibited. Residential use can be allowed provided specific conditions are met.

Conditions required are:

- Limit densities to <25 people per acre
- Avigation easements
- Require Real Estate Disclosure Statements
- No residential development within the airport 65 DNL noise contour

The Airport Director and the Planning Department Director will be available to address questions associated with the Airport given we are currently working to better understand this plan and the FAA's concerns. Questions in written form in advance on this specific topic would be helpful.

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

Transportation Plan: These residential lots will travel through other portions of Silverleaf and adjacent neighborhoods to access 17th North or Old Butte Rd.

Subdivision Ordinance:

PG 16 10-1-9-(A)(4) If the number of residential buildable lots has increased more than five percent (5%) within any proposed division or if roadway patterns have been modified within the preliminary plat, the Final Plat shall be determined not to be consistent with the Preliminary Plat. If the Director determines that the Final Plat is not consistent with the Preliminary Plat or that conditions of the Preliminary Plat approval have not been met, a new Preliminary Plat shall be submitted and processed according to the requirements of this Chapter

PG 17 10-1-9-(A)(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. In granting or denying the application for approval of the final plat, the Council shall specify the ordinance and standards used in evaluating the application, and reasons for approval or denial, and the actions, if any, that the applicant may take to obtain approval. The Council shall provide the applicant with written certification of its decision as required by Idaho Code.

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. | X |
| Lots have full frontage on, and access to, a dedicated street. | X |
| Residential lots do not have direct access to arterial streets. | X |
| Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access. | NA |
| Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection. | X |
| Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line. | X |
| All property within the subdivision shall be included within a lot or area dedicated for public use. | X |
| All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration. | X |

| | |
|---|---|
| All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan. | X |
| The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise. | X |
| Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers. | 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. | (3) Local Streets: Ernest Dr. Kinetic Ct. Harlow Dr. |

Zoning Ordinance:

(C) R1 Single Dwelling Residential Zone. This zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lot widths; and a somewhat denser residential environment than is characteristic of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

11-3-4: 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)

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)

Residential lots adjacent to arterial streets shall have reverse frontage and deeper lots than typical lot within the subdivision. Such lots shall have larger rear yard, or side yard setbacks, if applicable. The zoning ordinance should be modified to require greater setbacks from arterial streets on residential properties. The subdivision ordinance should be modified to require a landscape buffer and uniform fencing along arterial streets. This buffer should be maintained by a homeowners' association. (pg. 41)

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:

1. PLAT 18-033: FINAL PLAT. Silverleaf Estates Division 4. Stevens presented the staff report, a part of the record. Wimborne clarified that all the conditions that are required by the Airport Plan are going to be met. Stevens indicated that they will be met through real estate disclosure statements. Wimborne asked if this division meets all the conditions or is being grandfathered in. Cramer indicated that it is a mix of both, and the applicant has been in contact with the airport and FAA and they will be required to have a 74/60 permit. Cramer indicated that it is impossible for them to govern people per acre as required in the Airport Plan, so Staff has looked at census data for average household size per unit and multiplied that by the number of units per acre. Black asked if all the other phases have been built. Stevens indicated that they are under construction. Stevens indicated that moving forward there will be an overlay and projects that fall under that overlay will need to be discussed and make sure they are following all the requirements.

Applicant: No one was present.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Silverleaf Estates Division 4 as presented, Swaney seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF SILVERLEAF ESTATES DIVISION 4 LOCATED GENERALLY SOUTH OF W 17TH N, WEST OF N 26TH W, NORTH OF W BROADWAY AND EAST OF N 35TH W.

WHEREAS, the applicant filed an application for a final plat on December 14, 2018; and

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

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on April 25, 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 15.211 acre parcel located generally south of W 17th N, west of N 26th W, north of W Broadway and east of N 35th W.
3. The proposed development is consistent with the principles of the City's Comprehensive Plan.
4. The subdivision includes 35 lots, 34 being buildable.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the R1 Zone.
6. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2019

Rebecca L. Noah Casper, Mayor



MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Friday, April 19, 2019

RE: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Taylor Crossing On the River Division No. 10

Item Description

For your consideration on the regular agenda is a Final Plat and Reasoned Statement of Relevant Criteria and Standards for Taylor Crossing on the River Division No. 10. The Planning and Zoning Commission considered the plat at its February 5, 2019 meeting and recommended approval by unanimous vote.

Purpose

The Final Plat complies with the Subdivision Ordinance. The City's Subdivision Ordinance section 10-1-9.A.9 states, "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."

Fiscal Impact / Financial Review

NA

Legal Review

NA

Interdepartmental Review

All responsible departments have reviewed the plat and improvement drawings.

Recommended Action

Staff recommends approval of the following actions:

1. To accept the Final Plat for Taylor Crossing on the River Division No. 10, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
2. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Taylor Crossing on the River Division No. 10, and give authorization for the Mayor to execute the necessary documents.



☐ Economic



☒ Governance



☒ Growth



☐ Learning



☒ Livable



☐ Safety


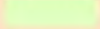
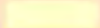













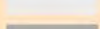


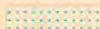







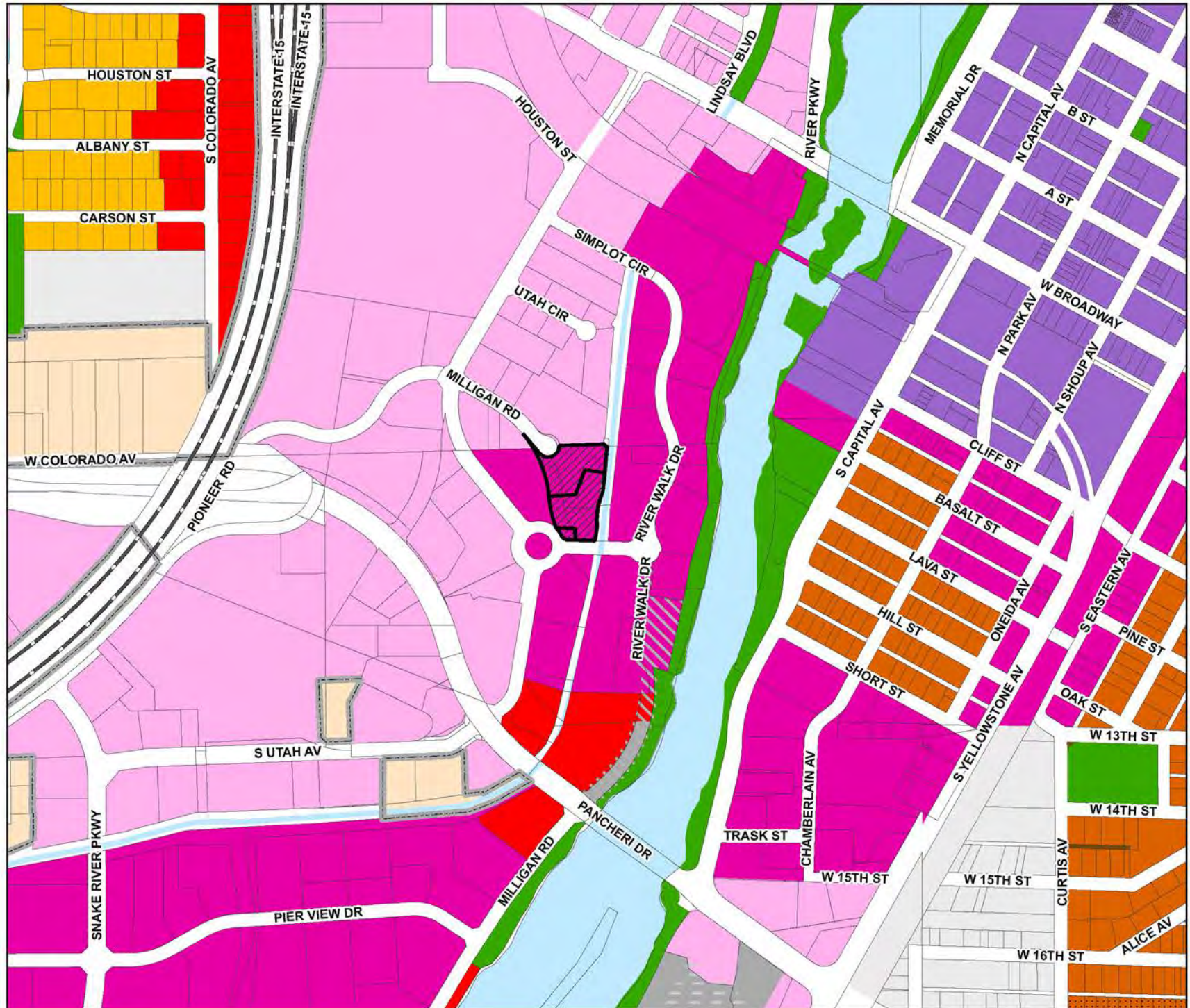
☒ Sustainability



☒ Transportation

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

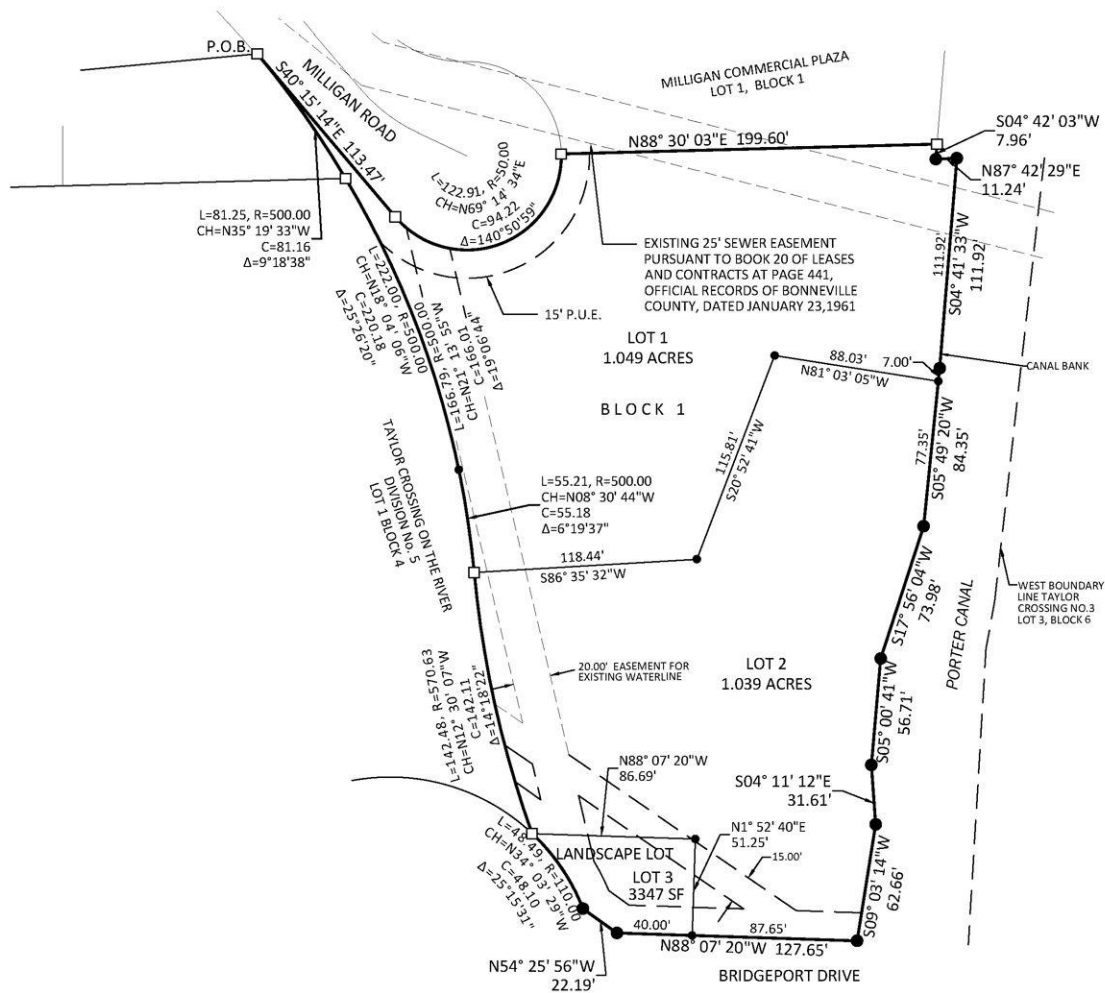


IDAHO FALLS

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







IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
Taylor Crossing “On The River” Division 10
February 5, 2019



Community
Development
Services

Applicant: Eagle Rock Engineering

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

Size: 2.165 Acres

Lots: Buildable: 3
Unbuildable: 1

Existing Zoning:

Site: CC
North: HC
South: CC
East: CC
West: CC

Existing Land Uses:

Site: Shop / Vacant
North: Commercial
South: Office / Commercial
East: Office / Commercial
West: Office / Commercial

Future Land Use Map:
Greenbelt mixed use

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: This area was annexed February 1976. The initial zone of I&M-1 was also applied February 1976. The property was rezoned in 2007 from I&M-1 to CC-1. As part of the City wide rezone the property was recently rezoned from CC-1 to CC April 2018. In 2010 a final plat was approved by the Mayor and the City Council but not recorded.

Staff Comments: This is a final plat for a portion of Taylor Crossing. The landscape lot will remain in the developments ownership. These lots have the Porter Canal on the east. These two lots are currently under one ownership, but in the future they may be separated. Each of these lots have frontage and access to a public street so shared access is not required. Staff encourages shared parking and access agreements between both lots in addition to working with the adjacent lot to the West to establish at a minimum a cross access agreement at the time of development.

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

Transportation Plan: Development of the proposed plat will have a potential of three points of access one is through the shared exiting parking lot to Utah Ave. 2nd is onto Milligan Road. 3rd is to access Bridgeport Drive.

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. | X |
| Lots have full frontage on, and access to, a dedicated street. | X |
| Residential lots do not have direct access to arterial streets. | NA |
| Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access. | NA |
| Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection. | X |
| Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line. | X |
| All property within the subdivision shall be included within a lot or area dedicated for public use. | X |
| All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration. | NA |
| All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan. | NA |
| 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. | NA |

Zoning Ordinance:

(B) CC Central Commercial Zone. This zone provides a mixed use zone which includes a variety of housing types and a variety of commercial uses. For this reason, the Zone is primarily located in the central part of the City where development has already occurred and the street and land use patterns are more densely developed. The CC Central Commercial Zone is characterized by lighted streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Shops, stores, offices and other buildings are also characteristic of this Zone. Uses which tend to create business "dead spots," cause undue scattering of business, and generally tend to thwart the use of the land for its primary purpose, are excluded from this Zone.

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. | 7* | 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. | | | | |

(Ord. 3233, 12-20-18)

- (1) In the LC Zone, structures may encroach into the twenty foot (20') setback up to ten feet (10') when designed with a pedestrian walkway a minimum of five feet (5') in width connecting the public sidewalk to the structure's entrance. Parking is not permitted to encroach into the twenty foot (20') setback.
 - (2) In the HC Zone, display space may encroach into the landscape buffer contiguous to the street. Such encroachments may not exceed twenty five percent (25%) of the linear frontage contiguous to the street.
 - (3) In the CC Zone, the landscape buffer contiguous to a street may be reduced or removed where a building is located within the required landscape buffer, as determined by the Zoning Administrator.
 - (4) When a multi-unit dwelling or commercial use is developed on a property that adjoins a property zoned RE, RP, R1, R2, TN, or unincorporated land designated for Low Density Residential in the City's Comprehensive Plan and the height of the building is over twenty-four feet (24'), every one foot (1') of additional building height requires an additional two feet (2') in setback with the minimum setback being thirty feet (30'). (Ord. 3233, 12-20-18)
 - (5) For commercial uses, lot coverage shall include all areas under roofs and paved surfaces including driveways, walks, and parking areas. The remaining lot area shall be landscaped as required by this Code.
- (B) Development Plans. All development in commercial zones is subject to approval of a Development Plan, as required by this Code.
- (C) Landscape Buffers. All landscape buffers shall meet the standards set forth in Section 11-4-4 of this Zoning Code.
- (D) Blank Walls. In all commercial zones, no walls shall front a public street, unless treated in one (1) or more of the following ways:
- (1) A vertical trellis in front of the wall with climbing vines or plant materials; or

- (2) A landscaped planting bed at least five feet (5') wide or raised planter bed at least two feet (2') high and three feet (3') wide in front of the wall, with plant materials that obscure or screen at least fifty percent (50%) of the wall's surface within three (3) years; or
- (3) Artwork (mosaic, mural, sculpture, relief, etc.) over at least fifty percent (50%) of the blank wall surface, excluding any area devoted to signs; or
- (4) Windows or window shaped openings over at least twenty percent (20%) of the blank wall surface.

Comprehensive Plan Policies:

Form partnerships with private investors to redevelop vacant or deteriorating commercial areas within Idaho Falls. Tax increment financing, local revolving loan funds, and grant programs are resources available to assist private developers reinvest in areas within our City which are blighted or underutilized. It is in the City's best interests to encourage such reinvestment since these areas are served by existing streets and utilities. As discussed under "Transition Areas," reinvestment may mean looking to new land uses for underutilized and deteriorating commercial and industrial areas. The center of the City between I-15 and the Snake River has been redeveloping from industrial and heavy commercial uses to retail, offices, and housing. This pattern may be an alternative for long-term vacant properties in the northeast and western portion of our community. To redevelop our failing commercial districts, we will need to embrace mixed use, think higher densities, build at a human scale with pedestrian friendly environments, and create public-private partnerships. (Page 46)

Plan for different commercial functions within the City of Idaho Falls.

Private developers recognize there are different types of commercial development serving different customers.

In our planning, we need to understand these different functions and require different site standards. The central business district or downtown is the historic regional commercial center. Planning efforts for downtowns are usually directed at redevelopment in which the goal is to retain a walking environment with small blocks, continuous retail frontage, and offices and residential uses on upper floors. Parking is generally a challenge. As well as retail specialty stores and professional offices, downtown often hosts theaters, restaurants, other entertainment facilities, and government offices. (Page 46)

Access to commercial properties shall be designed to minimize disruptive effects on traffic flow. 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. (pg. 50)

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)

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:

5. PLAT 18-037: FINAL PLAT. Taylor Crossing on the River 10. Stevens presented the staff report, a part of the record. Hicks asked if there isn't a cross access agreement would it be detrimental to the overall project. Stevens stated that through the site development review they encourage it, but there is access to a road from each lot. Black asked if the Commission can require cross-access. Stevens stated that the Commission cannot require it, but it will be encouraged in the site plan review. Beutler indicated that the new zoning ordinance is clearer that they need to address inner-connectivity at the time of site plan to make sure there is good circulation and connection.

Applicant: No one appeared.

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Taylor Crossing on the River 10, Hicks seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF TAYLOR CROSSING ON THE RIVER 10 LOCATED GENERALLY SOUTH OF BROADWAY, WEST OF THE SNAKE RIVER, NORTH OF PANCHERI DR., AND EAST OF S UTAH AVE.

WHEREAS, the applicant filed an application for a final plat 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.

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on April 25, 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 2.165 acre parcel located generally south of Broadway, west of the Snake River, north of Pancheri Dr., and east of S Utah Ave.
3. The proposed development is consistent with the principles of the City's Comprehensive Plan.
4. The subdivision includes 3 lots, 2 being buildable.
5. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the CC Zone.
6. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2019

Rebecca L. Noah Casper, Mayor



MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Friday, April 19, 2019

RE: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Windsor Addition
Division No. 1, 1st Amended

Item Description

For your consideration on the regular agenda is a Final Plat and Reasoned Statement of Relevant Criteria and Standards for Windsor Addition Division No. 1, 1st Amended. The Planning and Zoning Commission considered the plat at its March 5, 2019 meeting and recommended approval by unanimous vote.

Purpose

The Final Plat complies with the Subdivision Ordinance. The City's Subdivision Ordinance section 10-1-9.A.9 states, "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."

Fiscal Impact / Financial Review

NA

Legal Review

NA

Interdepartmental Review

All responsible departments have reviewed the plat and improvement drawings.

Recommended Action

Staff recommends approval of the following actions:

1. To accept the Final Plat for Windsor Addition Division No. 1, 1st Amended, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
2. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Windsor Addition Division No. 1, 1st Amended, and give authorization for the Mayor to execute the necessary documents.



☐ Economic



☒ Governance



☒ Growth



☐ Learning



☒ Livable



☐ Safety


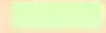

















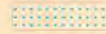




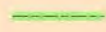


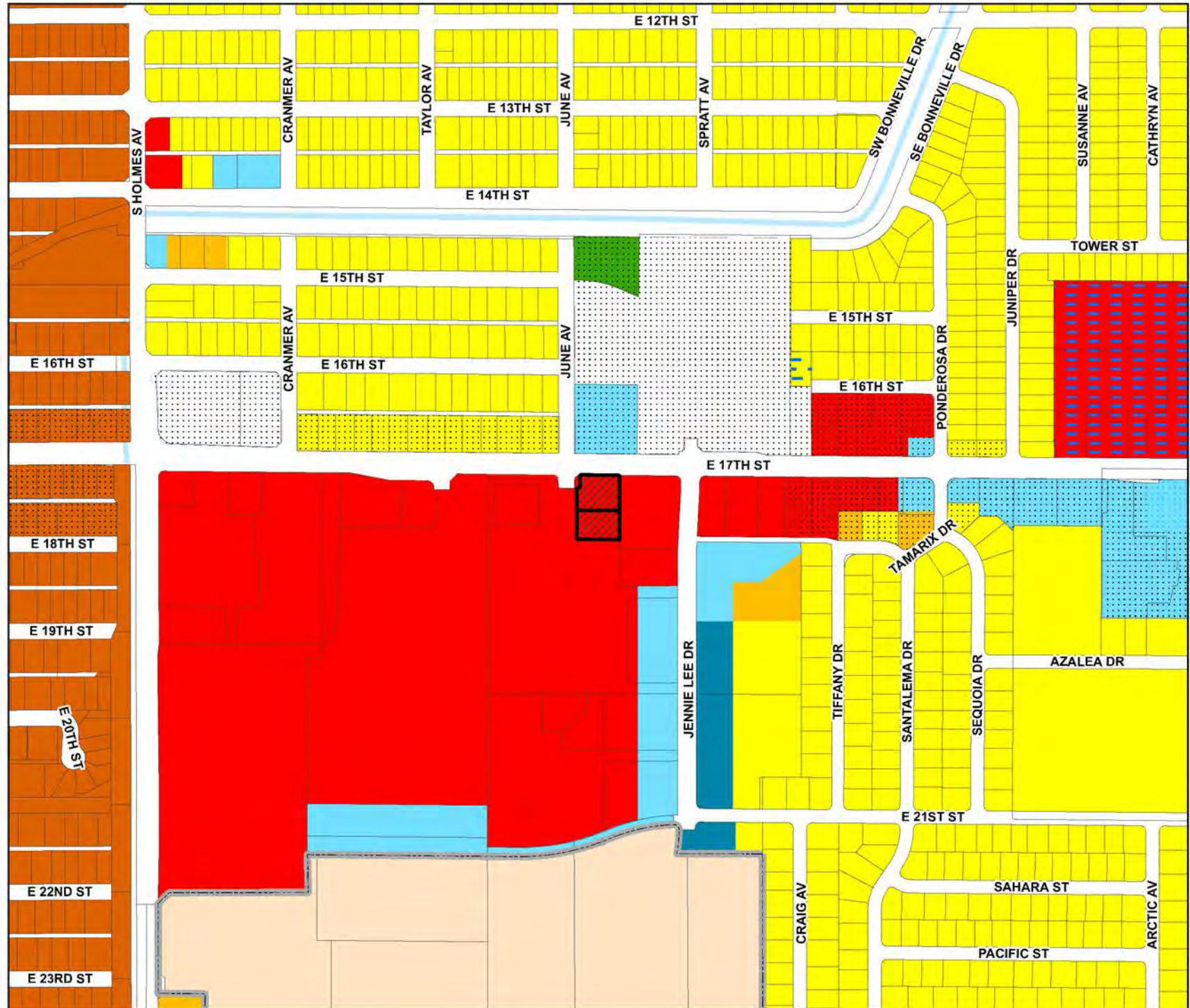
☒ Sustainability



☒ Transportation

Legend

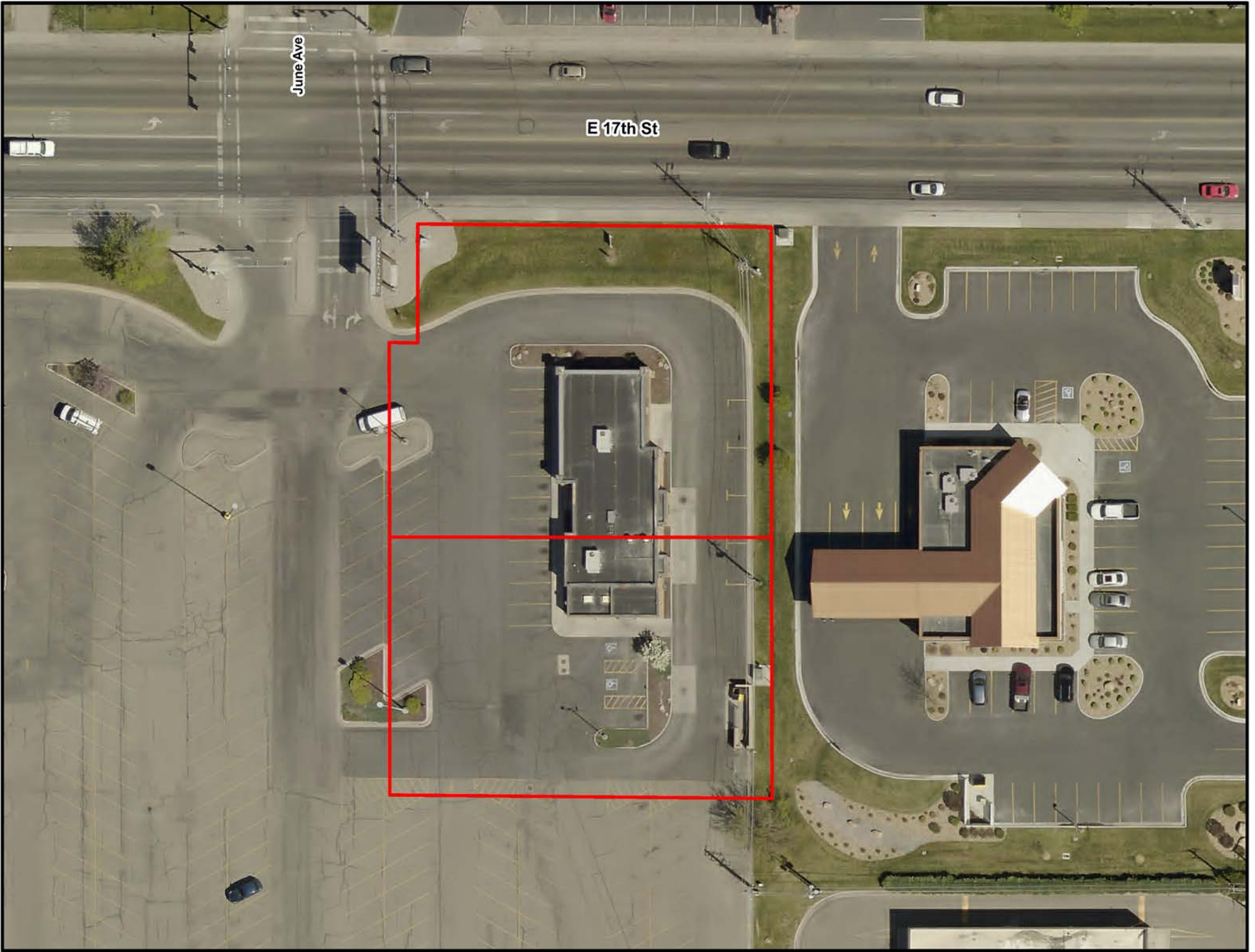
-  Site
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-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P
- Overlays**
-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2
-  City Limits
-  Area of Impact



IDAHO FALLS

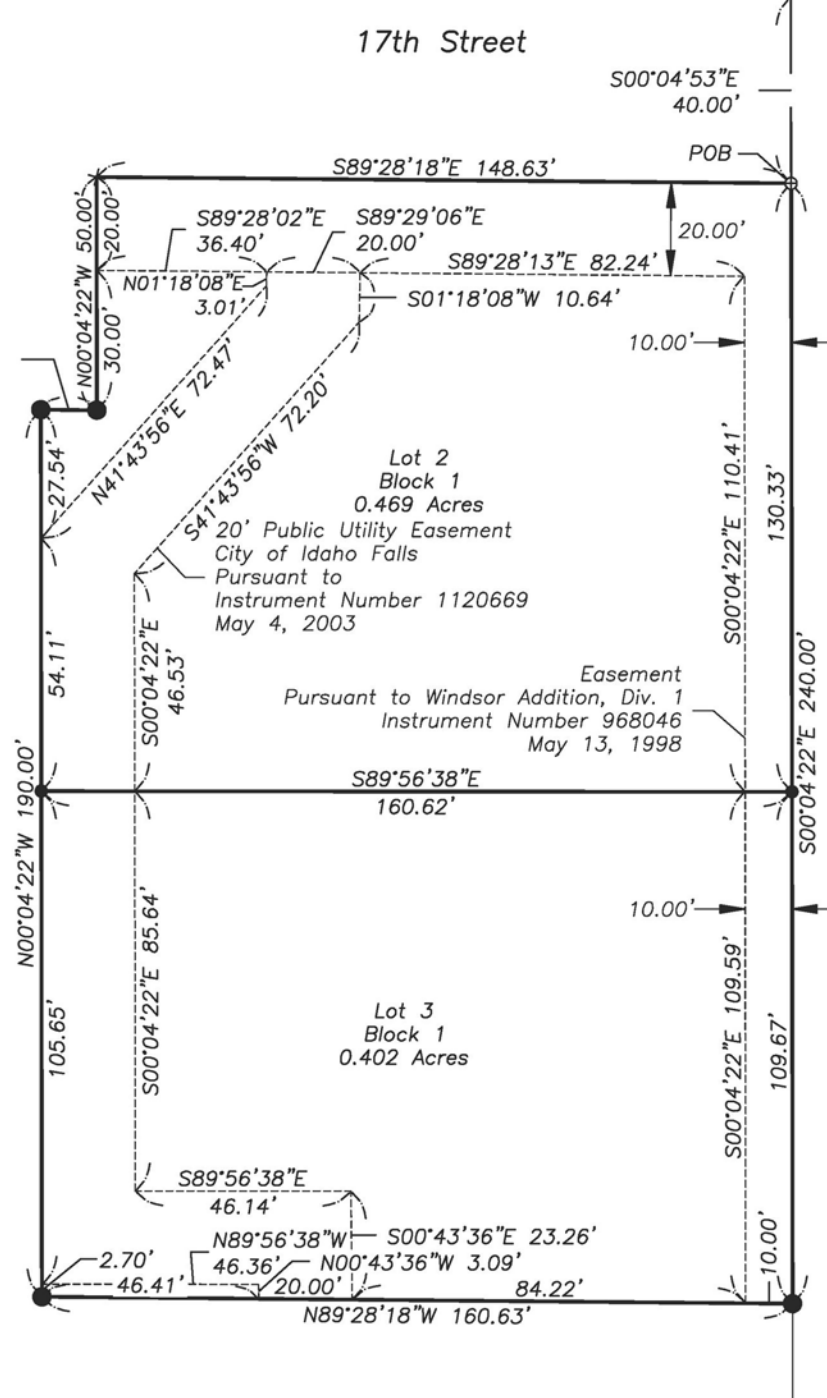
Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276





June Ave

E 17th St



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
Windsor Addition Division 1, First Amended
March 5, 2019



Community
Development
Services

Applicant: Freiberg Engineering

Location: Generally south of E 17th St., west of Jennie Lee Dr., north of E 21st St. extended, and east of S Holmes Ave.

Size: 0.871 Acres

Lots: 2 Built

Existing Zoning:

Site: LC
North: R3A
South: LC
East: LC
West: LC

Existing Land Uses:

Site: Retail
North: Commercial
South: Retail
East: Retail
West: Retail

Future Land Use Map:
Commercial

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: October 1979 Annexed and initial zoning of C1 as part of the Jennie Lee Shopping Center Annexation. September of 1985 a smaller Shopko Acres final plat was created. February of 1998 a portion of the Shopko Acres was final platted as Windsor addition Division No. 1. April 2018 this property was rezoned from C1 to LC.

Staff Comments: The property is located south of 17th Street. Wendy's previously was located on this parcel. The parcel is currently developed and has two structures. One structure is a Dutch Brothers Coffee and the other is a vacant row of retail space. In the future once this amended final plat is finalized the lots may have separate ownership. Both of these lots rely on access through Shopko Acres. If this final plat is approved each lot will be required to create a shared parking and access agreements. In addition both lots will need to work with the Shopko Acres to assume/create at a minimum a cross access agreement to 17th Street. Utility/services easements will be finalized with this amended final plat's development agreement.

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

Transportation Plan: 17th Street Minor Arterial

Subdivision Ordinance:

PG 17 10-1-9-(A)(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. In granting or denying the application for approval of the final plat, the Council shall specify the ordinance and standards used in evaluating the application, and reasons for approval or denial, and the actions, if any, that the applicant may take to obtain approval. The Council shall provide the applicant with written certification of its decision as required by Idaho Code.

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. | X |
| Lots have full frontage on, and access to, a dedicated street. | NA |
| Residential lots do not have direct access to arterial streets. | NA |
| Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access. | X |
| 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. | NA |
| 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. | 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. | (1) Minor Arterial Streets: 17 th Street |

Zoning Ordinance:

(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

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. | 7* | 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. | | | | |

(Ord. 3233, 12-20-18)

- (1) In the LC Zone, structures may encroach into the twenty foot (20') setback up to ten feet (10') when designed with a pedestrian walkway a minimum of five feet (5') in width connecting the public sidewalk to the structure's entrance. Parking is not permitted to encroach into the twenty foot (20') setback.
 - (2) In the HC Zone, display space may encroach into the landscape buffer contiguous to the street. Such encroachments may not exceed twenty five percent (25%) of the linear frontage contiguous to the street.
 - (3) In the CC Zone, the landscape buffer contiguous to a street may be reduced or removed where a building is located within the required landscape buffer, as determined by the Zoning Administrator.
 - (4) When a multi-unit dwelling or commercial use is developed on a property that adjoins a property zoned RE, RP, R1, R2, TN, or unincorporated land designated for Low Density Residential in the City's Comprehensive Plan and the height of the building is over twenty-four feet (24'), every one foot (1') of additional building height requires an additional two feet (2') in setback with the minimum setback being thirty feet (30'). (Ord. 3233, 12-20-18)
 - (5) For commercial uses, lot coverage shall include all areas under roofs and paved surfaces including driveways, walks, and parking areas. The remaining lot area shall be landscaped as required by this Code.
- (B) Development Plans. All development in commercial zones is subject to approval of a Development Plan, as required by this Code.
- (C) Landscape Buffers. All landscape buffers shall meet the standards set forth in Section 11-4-4 of this Zoning Code.
- (D) Blank Walls. In all commercial zones, no walls shall front a public street, unless treated in one (1) or more of the following ways:
- (1) A vertical trellis in front of the wall with climbing vines or plant materials; or

- (2) A landscaped planting bed at least five feet (5') wide or raised planter bed at least two feet (2') high and three feet (3') wide in front of the wall, with plant materials that obscure or screen at least fifty percent (50%) of the wall's surface within three (3) years; or
- (3) Artwork (mosaic, mural, sculpture, relief, etc.) over at least fifty percent (50%) of the blank wall surface, excluding any area devoted to signs; or
- (4) Windows or window shaped openings over at least twenty percent (20%) of the blank wall surface.

Comprehensive Plan Policies:

Form partnerships with private investors to redevelop vacant or deteriorating commercial areas within Idaho Falls. Tax increment financing, local revolving loan funds, and grant programs are resources available to assist private developers reinvest in areas within our City which are blighted or underutilized. It is in the City's best interests to encourage such reinvestment since these areas are served by existing streets and utilities. As discussed under "Transition Areas," reinvestment may mean looking to new land uses for underutilized and deteriorating commercial and industrial areas. The center of the City between I-15 and the Snake River has been redeveloping from industrial and heavy commercial uses to retail, offices, and housing. This pattern may be an alternative for long-term vacant properties in the northeast and western portion of our community. To redevelop our failing commercial districts, we will need to embrace mixed use, think higher densities, build at a human scale with pedestrian friendly environments, and create public-private partnerships. (Page 46)

Plan for different commercial functions within the City of Idaho Falls.

Private developers recognize there are different types of commercial development serving different customers.

In our planning, we need to understand these different functions and require different site standards. The central business district or downtown is the historic regional commercial center. Planning efforts for downtowns are usually directed at redevelopment in which the goal is to retain a walking environment with small blocks, continuous retail frontage, and offices and residential uses on upper floors. Parking is generally a challenge. As well as retail specialty stores and professional offices, downtown often hosts theaters, restaurants, other entertainment facilities, and government offices. (Page 46)

Access to commercial properties shall be designed to minimize disruptive effects on traffic flow. 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. (pg. 50)

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)

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.

Business:

2. PLAT 19-001: FINAL PLAT. Windsor Addition Division 1 First Amended. Beutler presented the staff report, a part of the record.

Applicant: Jeff Freiberg, 946 Oxbow, Idaho Falls, Idaho. Freiberg stood for questions.

Cantu moved to recommend to the Mayor and City Council approval of the Final Plat for Windsor Addition Division 1 First Amended, as presented, Hicks seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF WINDSOR ADDITION DIVISION NO. 1 FIRST AMENDED, LOCATED GENERALLY SOUTH OF E 17TH ST., WEST OF JENNIE LEE DR., NORTH OF E 21ST ST. EXTENDED, AND EAST OF S HOLMES AVE.

WHEREAS, the applicant filed an application for a final plat on January 26, 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 25, 2019 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 0.8710 acre parcel located generally south of E 17th St., west of Jennie Lee Dr., north of E 21st St. extended, and east of S Holmes Ave.
3. The proposed development complies with the requirements of the Subdivision Ordinance.
4. 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

FROM: Brad Cramer, Community Development Services Director
DATE: Friday, April 19, 2019
RE: Public Hearing for the CDBG FY 2018 Comprehensive Annual Performance and Evaluation Report (CAPER)

Item Description

For your consideration on the regular agenda is the FY2018 CDBG Comprehensive Annual Performance and Evaluation Report (CAPER). This item will be the subject of a public hearing advertised for April 15, 2019. Following the public hearing, a 15-day public comment period will begin. The public comment period will end on May 9, 2019. The report is due to HUD on or before June 30, 2019. A resolution approving the CAPER will be presented to the City Council on May 23.

Purpose

The CAPER is an important document required by HUD in order for the City to continue to receive CDBG funding. The CDBG program helps achieve results in a number of the Community-Oriented Results categories including "Attractive, Clean, Livable and Family-Oriented Community," "Economic Growth and Vibrancy," "Reliable Public Infrastructure and Effective Transportation and Mobility," and "Managed, Well-Planned Growth and Development."

Fiscal Impact / Financial Review

NA

Legal Review

NA

Interdepartmental Review

NA

Recommended Action

No action is requested at this time.



☒ Economic



☐ Governance



☒ Growth



☐ Learning



☒ Livable



☐ Safety



☐ Sustainability



☒ Transportation