



CITY COUNCIL CHAMBERS

**680 Park Avenue
Idaho Falls, ID 83402**

CITY COUNCIL MEETING
Thursday, September 12, 2019
7:30 p.m.

*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 city 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 the Fire Department:

- 1) Bonneville County Ambulance Service Agreement

B. Item from Idaho Falls Power:

- 1) Power Trade Confirmation Agreement

C. Items from Municipal Services:

- 1) Treasurer's Report for the month of July, 2019
- 2) Approval of Workers' Compensation Insurance Consulting and Insurance for Fiscal Year 2019/20
- 3) Bid IF-19-31, Purchase of Chlorine and Sodium Bisulfite for Public Works
- 4) Bid IF-19-32, Purchase of Line Clearance Project Services for Idaho Falls Power
- 5) Quote 19-034, Purchase of Power Inventory for Idaho Falls Power
- 6) Quote 19-037, Purchase of Materials and Labor for the Replacement of the Rip Rap at Gem State Lake for Idaho Falls Power

D. Items from the City Clerk:

- 1) Minutes from the August 12, 2019 Council Budget Session; August 22, 2019 Council Meeting; and, August 23, 2019 Council Work Session.
- 2) License Applications, including Beer Licenses to Bee's Knees Pub & Catering; Casa Jaliscos Inc.; D'Railed; Elk's Lodge; GR Bar on Easy Street; Gas N' Grub LLC; Holmes Speedi Mart; Idaho Brewing

Company; Jacksons #73; KC's Food Mart; Leo's Place; Los Albertos Inc.; Morenitas; Olive Garden; Paula's Meat Market; Red Robin America's Gourmet Burgers; Samoa Club; Shari's; Skyline Lanes; Snake Bite; Speedi Corp Inc.; and, Yummy House, 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. Municipal Services

1) Bid IF-19-P, Purchase of One New Articulating Telescopic Aerial Device for Idaho Falls Power (Addition to Fleet): It is the recommendation of Municipal Services and the Idaho Falls Power Department to approve the purchase of one new articulating telescopic aerial device from Altec Industries, Inc. for a total of \$122,195.

RECOMMENDED ACTION: To purchase one new articulating telescopic aerial device from Altec Industries, Inc. for a total of \$122,195 (or take other action deemed appropriate).

2) Approval to Write-Off Unpaid Utility Service Accounts: It is the recommendation of the Municipal Services Department to approve the write-off of unpaid utility service accounts for calendar year 2014 determined as uncollectible for a total of \$310,983.83 for approximately 770 utility accounts.

RECOMMENDED ACTION: To approve the write-off of unpaid utility service accounts for calendar year 2014 for a total of \$310,983.83 (or take other action deemed appropriate).

3) Approval to Write-off Unallowable and Unpaid Ambulance Service Accounts: It is the recommendation of the Municipal Services Department to approve the write-off of unpaid ambulance service accounts for the 2017 and 2018 calendar years determined as uncollectible following internal and outside collection agency efforts for a total of \$1,927,944.96.

RECOMMENDED ACTION: To approve the write-off of unpaid ambulance service accounts for the 2017 and 2018 calendar years for a total of \$1,927,944.96 (or take other action deemed appropriate).

4) Approval of Contract of Sale to Purchase Land: The Municipal Services Department recommends approval of the contract of sale to purchase the Idaho Livestock Commission Company of Bonneville County, Idaho, titled Idaho Livestock Auction Company. The total purchase price is \$675,000. This contract includes a clause for environmental testing and inspection of the property and the soil or other environmental considerations on the property. Another feature of the agreement includes earnest money paid in the amount of \$10,000, of which 50% is non-refundable.

RECOMMENDED ACTION: To approve the contract of sale to purchase the Idaho Livestock Auction Company including earnest money paid in the amount of \$10,000 and payment of the total purchase price of \$675,000, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. Police Department

1) Taxi Cab Inspections: This is a change to the City Ordinance referencing who conducts taxi cab or public conveyance within the City of Idaho Falls.

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

2) School Resource Officer Agreement: Memorandum of Understanding (MOU) between District 91 and the Idaho Falls Police Department (IFPD) establishing each entity's obligation under the School Resource Officer (SRO) program.

RECOMMENDED ACTION: To approve the Memorandum of Understanding with School District 91 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

3) Police Department Lease Vehicle Program: It is the recommendation of the Police Department to approve the municipal master lease agreement with The Bancorp of Kent, Washington for a not-to-exceed total of 40 law enforcement vehicles for the 2018/19 and 2019/20 fiscal years with two five-year lease terms.

RECOMMENDED ACTION: To approve the municipal master lease agreement with The Bancorp of Kent, Washington and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

C. Community Development Services

1) FY 2019-2020 Business Improvement District Management Agreement with Idaho Falls Downtown Development Corporation: For consideration is approval of the FY2019- 2020 Business Improvement District (BID) Management Agreement with Idaho Falls Downtown Development Corporation (IFDDC). This agreement is updated annually before the beginning of the next Fiscal Year. It sets forth the responsibilities of IFDDC as the City's designated manager of the BID and the payment of collected BID funds to cover the costs of management. The agreement also includes a list of goals and projects for the upcoming year.

RECOMMENDED ACTION: To approve the FY2019-2020 Business Improvement District Management Agreement with Idaho Falls Downtown Development Agreement and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

2) Ordinance Closing the Revenue Allocation Area for the Snake River Project Area: For consideration is an ordinance which closes and terminates the Revenue Allocation Area for the Snake River Project Area. This project area represents 30 years of successful redevelopment and urban renewal projects resulting in nearly \$200,000,000 increase in property valuations in the City's core. Notable projects have included the construction of Lindsay Boulevard, Utah Avenue, and Memorial Drive, Riverwalk improvements such as the Rock Gardens and west side path widening, assistance to Taylor Crossing, Renaissance Center, Broadway Ford, The Broadway, the Bonneville Hotel, Indian Motorcycle, Deseret book, Spring Hill Suites, Residence Inn, and the recent upgrades to downtown intersections and Broadway Streetscape. The Snake River Project Area has been used as a statewide example of how to properly develop and execute an urban renewal plan. The Idaho Falls

Redevelopment Agency has worked to spend funds responsibly and effectively and is proud of the many accomplishments and projects within the project area.

RECOMMENDED ACTION: To approve the Ordinance terminating the Revenue Allocation Area for the Snake River Project Area, under the suspension of the rules requiring three complete and separate readings, and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

3) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson Addition Division No. 1, 4th Amended: For consideration is the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Lorin C. Anderson Addition Division No. 1, 4th Amended. The Planning and Zoning Commission considered the plat at its June 4, 2019, meeting and recommended approval by unanimous vote.

RECOMMENDED ACTIONS (in sequential order):

- a. To accept the Final Plat for Lorin C. Anderson Addition Division No. 1, 4th 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 Lorin C. Anderson Addition Division No. 1, 4th Amended, and give authorization for the Mayor to execute the necessary documents.

4) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Kirkendall Subdivision: For consideration is a Final Plat and Reasoned Statement of Relevant Criteria and Standards for Kirkendall Subdivision. The Planning and Zoning Commission considered the plat at its June 4, 2019 meeting and recommended approval by unanimous vote.

RECOMMENDED ACTIONS (in sequential order):

- a. To accept the Final Plat for Kirkendall Subdivision, 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 Kirkendall Subdivision, and give authorization for the Mayor to execute the necessary documents.

5) Final Plat and Reasoned Statement of Relevant Criteria and Standards, St. Clair Estates Division No. 13, 5th Amended: For consideration is a Final Plat and Reasoned Statement of Relevant Criteria and Standards for St. Clair Estates Division No. 13, 5th Amended. The Planning and Zoning Commission considered the plat at its July 11, 2019 meeting and recommended approval by unanimous vote.

RECOMMENDED ACTIONS (in sequential order):

- a. To accept the Final Plat for St. Clair Estates Division No. 13, 5th 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 St. Clair Estates Division No. 13, 5th Amended, and give authorization for the Mayor to execute the necessary documents.

6) Annexation and Initial Zoning of RP, Annexation and Initial Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 23.824 acres, NW ¼, SE ¼, Section 31, T 2N, R 38E (Manchester Estates): For consideration is the Annexation and Initial Zoning of RP, Annexation and Initial Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 23.824 acres, NW ¼, SE ¼, Section 31, Township 2 North, Range 38 East for Manchester Estates . The Planning and Zoning Commission considered the annexation at its May 7, 2019, meeting and recommended approval by unanimous vote.

RECOMMENDED ACTIONS (in sequential order):

- a. To approve the Ordinance annexing M&B 23.824 acres, NW ¼, SE ¼, Section 31, T 2N, R 38E (Manchester Estates), under the suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary.
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of M&B 23.824 acres, NW ¼, SE ¼, Section 31, T 2N, R 38E (Manchester Estates), and give authorization for the Mayor to execute the necessary documents.
- c. To assign a Comprehensive Plan Designation of Low Density Residential and to approve the ordinance establishing the initial zoning for M&B 23.824 acres, NW ¼, SE ¼, Section 31, T 2N, R 38E (Manchester Estates) as RP Zone, under the suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning Office.
- d. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of RP for M&B 23.824 acres, NW ¼, SE ¼, Section 31, T 2N, R 38E (Manchester Estates), and give authorization for the Mayor to execute the necessary documents.

7) Public Hearing – Ordinance Modifying Title 11, Chapter 5 of the City Code, Clarifying Conditions of Avigation Easement Dedications: For consideration is an Ordinance modifying Title 11, Chapter 5 of the City Code, Clarifying Conditions of Avigation Easement Conditions. The Planning and Zoning Commission considered this item at its August 6, 2019 meeting and recommended approval by unanimous vote.

RECOMMENDED ACTION: To approve the Ordinance amending Title 11, Chapter 5 of the City Code, under the suspension of the rules requiring three complete and separate readings, and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

6. **Announcements.**

7. **Adjournment.**

CONSENT

AGENDA:



MEMORANDUM

FROM: Fire Chief Duane Nelson

DATE: Thursday, September 5, 2019

RE: Consent Agenda Item; Bonneville County Ambulance Service Agreement

Item Description

Attached you will find the Bonneville County Ambulance Services Agreement by and between the CITY and Bonneville County. The changes within this agreement include a \$100,000 increase in fiscal year 2019/2020. This one-year agreement has a contract value of \$2,786,000 in year 2019/2020.

Purpose

This Service Agreement allows for Emergency Medical Services (EMS) to all Bonneville County residents through the use of dual role firefighter/EMS providers. This Service Agreement represents a one-year agreement between the City of Idaho Falls and Bonneville County and supports the Safety of the community-oriented result by providing Professional Lifesaving Services.

Fiscal Impact / Financial Review

The City of Idaho Falls will receive Inter-governmental revenue through this Service Agreement to provide Ambulance Transport Services to the residents of Bonneville County.

Legal Review

This agreement has been reviewed and drafted by the City Attorney's Office and is in compliance with State of Idaho Statute 67-2332.

Interdepartmental Review

Recommended Action

The Fire Department respectfully requests that the Council approve this Ambulance Service Agreement between the CITY and Bonneville County and give authorization for the Mayor and City Clerk to sign necessary documents.



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☐ Livable



☒ Safety



☐ Sustainability



☐ Transportation

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

THIS AMBULANCE SERVICE AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND (hereinafter "Agreement") is made and entered into this day of , 2019, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY") and BONNEVILLE COUNTY, IDAHO, a subdivision of the State of Idaho (hereinafter "BONNEVILLE"), effective October 1, 2019, (the "Effective Date").

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

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

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

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

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

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

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

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

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

3. Term. The term of this Agreement shall commence on October 1, 2019, and shall terminate on September 30, 2020, unless otherwise extended by agreement between the parties.
4. Payment for Services. In consideration of the operation and maintenance of such ambulance services by CITY pursuant to this Agreement, BONNEVILLE agrees to pay CITY the sum of Two Million Seven hundred Eighty Six Dollars (\$2,786,000), for services provided during the term of this Agreement. Such amount shall be paid in twelve (12) equal installments, the first installment to be due and payable on October 1, 2019, and all succeeding installments to be due and payable on the first day of each succeeding month thereafter. CITY agrees that payments received by BONNEVILLE pursuant to this Agreement, shall be used solely by CITY for purposes of providing ambulance services to BONNEVILLE.
5. Dispatching Services. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.
6. Acquisition of Real and Personal Property. CITY shall purchase, provide, own, and retain ownership of all real and personal property, equipment and materials necessary for the operation of the ambulance services to be provided pursuant to this Agreement. CITY shall not assess or charge any fee or cost to BONNEVILLE for providing such real or personal property, equipment and materials, except as expressly set forth in this Agreement.
7. Establishment of Rates and Charges. The parties agree that CITY may establish a system of rates, charges and fees to be charged to all persons who use or are otherwise provided services by and through the ambulance services in this Agreement. For the term of this Agreement, such rates and charges shall be in the amounts set forth by Idaho Falls City Council. In the event a procedure or medication is administered to a patient that is not listed in the CITY's rate chart, then such charges shall be reasonable and shall fairly approximate the CITY's cost of providing and administering the same. In such case, all revenues received from such patients shall belong to CITY, provided, however, that such revenue received by CITY shall be used by CITY solely for the purposes of providing ambulance services to BONNEVILLE pursuant to this Agreement.
8. Insurance. CITY shall purchase and maintain through the term of this Agreement, liability coverage including errors and omissions coverage and general and professional liability coverage, insuring City from liability for property damage, personal injury, or death arising from any act or omission during the course of providing ambulance services in conjunction with the terms of this Agreement. CITY shall obtain and maintain throughout the term of this Agreement, automobile liability coverage insuring CITY and its officers, agents or employees from liability arising from any act or omission committed during the use or operation of ambulance vehicles under the terms

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

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

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

ATTEST:

CITY OF IDAHO FALLS

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

ATTEST:

COUNTY OF BONNEVILLE

By Penny Manning
County Clerk

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

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2019, before me, the undersigned, a
notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the
Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing
document, and acknowledged to me that she is authorized to execute the same for and on behalf of
said City.

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

Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires: _____

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 3rd day of September, 2019, before me, the undersigned, a notary public for Idaho, personally appeared Roger Christensen known to me to be the Chairman of the Board of County Commissioners for the County of Bonneville, the County that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said County.


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



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



MEMORANDUM

FROM: Bear Prairie, General Manager 
DATE: Friday, August 23, 2019
RE: Consent Agenda –Approve Power Trade Confirmation Agreement

Item Description

Idaho Falls Power requests that this power trade Confirmation Agreement with Shell Energy North America (US), LP to sell 15-MWh at \$29.50 per hour for the month September 2019 be placed on the consent agenda.

Purpose

This action supports PBB results of good governance and strong, stable, and healthy economic growth and vibrancy. It also supports the financial element of the IFP Strategic Plan.

Fiscal Impact / Financial Review

This is an energy sale, so there is no cost to the IFP Budget. The negotiate sale price is in line with the projected budget amount, thereby having negligible impact on the budget balance sheet.

Legal Review

n/a

Interdepartmental Review

n/a

Recommended Action

It is the recommendation of Idaho Falls Power to ratify the attached trade confirmation agreement with Shell Energy North America (US), LP (or take other action deemed appropriate).



☐ Economic



☒ Governance



☒ Growth



☐ Learning

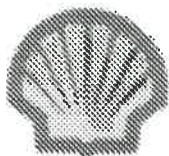


☐ Livable

☐ Safety

☒ Sustainability

☐ Transportation



Shell Energy North America (US), L.P.

1000 MAIN ST LEVEL 12

HOUSTON, TX 77002

877-504-2491

August 20, 2019

Deal No.

3562572

CITY OF IDAHO FALLS

140 S CAPITOL AVENUE,

IDAHO FALLS, ID 83405

Fax: 1(208)612-8435

CONFIRMATION AGREEMENT

This confirmation agreement (this "Confirmation" or "Agreement") shall confirm the agreement reached on August 19, 2019, between Shell Energy North America (US), L.P. ("Shell Energy") and CITY OF IDAHO FALLS ("CounterParty") (herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of electric capacity and/or electric energy under the terms and conditions set forth below.

BUYER: Shell Energy North America (US), L.P. ✓

SELLER: CITY OF IDAHO FALLS ✓

PRODUCT/FIRMNESS: WSPP Sch. C

PERIOD OF DELIVERY 09/01/2019 through 09/30/2019 ✓

QUANTITY: 15 Mws of energy per hour ✓

PRICE: \$ 29.50/Mwhr Fixed ✓

DELIVERY POINT(S): MID-C ✓

SCHEDULING: Monday thru Saturday, Hours ending 0700 thru 2200 Excluding NERC Holidays

TIME ZONE: PPT ✓

TOTAL MWH: 5,760 ✓

SPECIAL CONDITIONS: Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this transaction. Seller should notify Coral at 1-(800) 267-2562.

SUBJECT TO MASTER AGREEMENT DATED: WSPP as amended 02/01/2000

No Challenges; Defense of Agreement. Neither Party will exercise any of its respective rights under Section 205 or Section 206 of the Federal Power Acts to challenge or seek to modify any of the rates or other terms and conditions of this Agreement.

Mobile-Sierra.

(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any portion of this Agreement or any Transaction entered into hereunder proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

(b) The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the "just and reasonable" standard under Sections 205 and 206 of the Federal Power Act, the Parties must agree to language which varies from that set forth in clause (a) immediately above, then, without further action of either Party, such Section shall be deemed amended to incorporate the specific language in the Final Policy Statement that requires the "public interest" standard of review.

Shell Energy North America (US), L.P.


Deal No.

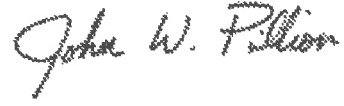
3562572

This Confirmation sets forth the terms of the transaction into which the Parties have entered into and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of electric energy and/or electric capacity please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to (713) 767 5414. If no facsimile objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, five (5) business days after delivery of this Confirmation to the other Party by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether executed by the other Party.

CITY OF IDAHO FALLS

Shell Energy North America (US), L.P.

By: 
Name: Bear Prairie
Title: GM
Date: 08/23/19

By: 
Name: John W. Pillion
Title: Confirmations Team Lead
Date: 08/20/2019



MEMORANDUM

FROM: Municipal Services

DATE: Friday, August 30, 2019

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

Item Description

Attached please find the Treasurer's Report for the month-ending July, 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 July, 2019, total cash and investments total \$131.1M. As reported in the attached investment report the total investments reconciled to the July bank statements were \$117.3M. Total receipts received and reconciled to the general ledger were reported at \$26.5M, which includes a tax payment of \$12M, revenues of \$13.4M and interdepartmental transfers of \$1.1M. Total disbursements reconciled to the general ledger were reported at \$16.2M, which includes salary and benefits of \$5.5M, operating costs of \$7.9M, capital costs of \$1.7M and interdepartmental transfers of \$1.1M. There was a \$12,063,508.58 tax payment in the month of July which includes General Fund \$9,535,561.15, Street \$1,140,016.36, Recreation \$236,018.74, Library \$747,304.26, Municipal Capital \$262,515.65 and Fire Capital \$142,092.42.

Legal Review

Not applicable.

Interdepartmental Review

Not applicable.

Recommended Action

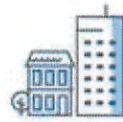
We encourage the Council to approve and accept the Treasurer's Report for the month-ending July, 2019 on the consent agenda (or take other action deemed appropriate).



☐ Economic



☒ Governance



☐ Growth



☐ Learning



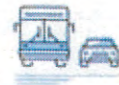
☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT

July, 2019

FUND	BEGINNING CASH & INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL	\$3,286,562.99	\$13,324,436.57	\$6,104,922.33	\$10,506,077.23
STREET	\$3,036,524.16	\$1,853,636.64	\$585,532.74	\$4,304,628.06
RECREATION	(\$225,949.56)	\$321,857.43	\$160,489.94	(\$64,582.07)
LIBRARY	\$2,528,425.61	\$762,700.02	\$334,932.91	\$2,956,192.72
AIRPORT PFC FUND	\$63,437.37	\$71,072.52	\$134,509.89	\$0.00
MUNICIPAL EQUIP. REPLCMT.	\$14,464,108.78	\$305,356.40	\$44,231.70	\$14,725,233.48
EL. LT. WEATHERIZATION FD	\$2,912,712.90	\$26,769.79	\$106,792.60	\$2,832,690.09
BUSINESS IMPRV. DISTRICT	\$86,380.06	\$240.56	\$0.00	\$86,620.62
GOLF	(\$193,337.48)	\$356,120.02	\$277,472.94	(\$114,690.40)
SELF-INSURANCE FD.	\$3,184,556.06	\$122,555.16	\$126,249.85	\$3,180,861.37
HEALTH & ACCIDENT INSUR.	\$4,538,764.89	\$10,139.70	\$0.00	\$4,548,904.59
WILDLAND	\$200,000.00	\$0.00	\$46,860.00	\$153,140.00
SANITARY SEWER CAP IMP.	\$2,379,668.36	\$57,400.06	\$66,996.80	\$2,370,071.62
MUNICIPAL CAPITAL IMP.	\$1,246,238.15	\$265,506.70	\$0.00	\$1,511,744.85
STREET CAPITAL IMPROVEMENT	\$1,370,716.35	\$1,873.70	\$205,629.71	\$1,166,960.34
BRIDGE & ARTERIAL STREET	\$770,501.68	\$19,127.99	\$0.00	\$789,629.67
WATER CAPITAL IMPROVEMENT	\$4,282,852.21	\$98,398.81	\$100,770.66	\$4,280,480.36
SURFACE DRAINAGE	\$165,666.62	\$3,056.52	\$0.00	\$168,723.14
TRAFFIC LIGHT CAPITAL IMPRV.	\$892,818.38	\$33,291.22	\$35,236.11	\$890,873.49
PARKS CAPITAL IMPROVEMENT	\$97,372.37	\$3,940.19	\$2,724.00	\$98,588.56
FIRE CAPITAL IMPROVEMENT	(\$3,009,011.57)	\$142,092.42	\$0.00	(\$2,866,919.15)
ZOO CAPITAL IMPROVEMENT	(\$147,349.78)	\$0.00	\$1,315.59	(\$148,665.37)
CIVIC AUDITORIUM CAPITAL IMP.	\$929,434.16	\$622.83	\$0.00	\$930,056.99
AIRPORT	\$1,019,394.15	\$453,314.55	\$560,547.45	\$912,161.25
WATER	\$8,138,256.85	\$963,740.00	\$1,214,853.42	\$7,887,143.43
SANITATION	\$2,949,242.67	\$473,276.02	\$684,476.56	\$2,738,042.13
AMBULANCE	(\$2,178,182.56)	\$733,684.96	\$560,722.00	(\$2,005,219.60)
IDAHO FALLS POWER	\$48,425,231.09	\$4,978,555.37	\$4,129,026.67	\$49,274,759.79
FIBER	\$1,059,289.59	\$112,040.03	\$35,108.58	\$1,136,221.04
WASTEWATER	\$18,550,163.97	\$983,681.07	\$670,334.26	\$18,863,510.78
TOTAL ALL FUNDS	\$120,824,488.47	\$26,478,487.25	\$16,189,736.71	\$131,113,239.01

CITY OF IDAHO FALLS

INVESTMENT RECONCILIATION

Jul-19

[illegible]



MEMORANDUM

FROM: Municipal Services

DATE: Thursday, August 29, 2019

RE: Consent Agenda, Approval of Worker's Compensation Insurance Consulting and Insurance for Fiscal Year 2019/20

Item Description

It is the recommendation of the Municipal Services Department to approve on the consent agenda, the workers' compensation insurance consulting services and insurance policy contracts for the 2019/20 fiscal year for a total amount of \$178,154, a decrease of \$1,808 from last year's total of \$179,962.00. Both contracts begin October 1, 2019 and end September 30, 2020.

Purpose

The first contract is for Moreton & Company, the City's insurance consulting services for an annual total of \$39,000, an increase of \$3,000 from last fiscal year and the first increase to the contract since October 1, 2013. In addition to insurance broker consulting services and included in the annual cost, Moreton & Company provides safety and loss control; occupational safety and health; industrial hygiene; and training programs to assist the City in controlling and reducing workers' compensation loss exposures. City staff have been very satisfied with the services provided by Moreton and Company and recommend the renewal of the consulting agreement. City staff is recommending the purchase of one workers' compensation insurance policy with Safety National (option 1) for an annual cost of \$131,699 and a surety bond of \$700,000 with Travelers Casualty and Surety Company for an annual cost of \$7,455. While the Travelers Casualty and Surety Company bond annual cost has remained the same as last year, the Safety National policy has a cost increase of \$6,795 from the previous year. The other provider, Midwest was not recommended for approval since the policy has a higher retention threshold on all fire, police and electric employees, which would require the City to pay \$750,000 out of pocket prior to insurance coverage compared to Safety National's threshold of \$500,000. The purchase of the consulting and insurance policies support the good governance community oriented result by providing workers' compensation insurance coverage to protect and reduce City loss exposures.

Fiscal Impact / Financial Review

Funds to purchase the consulting and workers' compensation insurance are within the City's adopted 2019/20 fiscal year budget, insurance budget.

Legal Review

Legal has reviewed the insurance policies and has confirmed the policies are within the State of Idaho required coverage.

Interdepartmental Review

Legal and Human Resources have reviewed the workers' compensation consulting and insurance policies and concur with Municipal Services staff's recommendation.

Recommended Action

It is the recommendation of the Municipal Services Department to approve the Moreton and Company consulting agreement in the amount of \$39,000, workers' compensation insurance from Safety National in the amount of \$131,699 and surety bond from Travelers Casualty and Surety Company for \$7,455 (or take other action deemed appropriate).



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

**SELF-INSURED WORKERS COMPENSATION
INSURANCE BROKERAGE AND CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into by and between the City of Idaho Falls, Idaho, with offices at 308 Constitution Way, Idaho Falls, Idaho, and Moreton & Company, with offices at 2501 E State Avenue, Suite 200, Meridian, ID 83642. (Herein referred to as "Moreton").

For and in consideration of the mutual covenants herein contained and monetary consideration herein specified, it is mutually agreed as follows:

1. DESIGNATION OF BROKER

City of Idaho Falls hereby engages and designates Moreton as Broker of Record to perform professional services hereinafter set forth for the basic purpose of procuring insurance coverage and providing services in connection with the City of Idaho Falls self-insured workers compensation program, including but not limited to, data collection, specific design, market review, underwriting negotiations and presentations.

2. SERVICES

Effective October 1, 2019 for the term of the Agreement, Moreton shall assist the City of Idaho Falls in the establishment and maintenance of insurance and risk management services set forth in Exhibit A, attached hereto and by reference made a part hereof for all purposes.

3. TERM OF AGREEMENT AND CANCELLATION/RENEWAL

This agreement shall commence on and as of October 1, 2019. This agreement shall be effective for the period of one year, unless either party provides 60 days written notice to the other party prior to the termination of the applicable initial term or renewal term.

4. COMPENSATION

The annual fees for the period of October 1, 2019 to October 1, 2020 are \$39,000. Fees for succeeding years may be negotiated annually.

For all services specified in Exhibit A to be rendered by Moreton, City of Idaho Falls shall pay the fee stated above, which shall be in lieu of commissions normally paid to Moreton by insurer(s) providing insurance policies covered by this agreement. Should insurer(s) for any reason pay commissions to Moreton, Moreton will net them against the fees outlined above.

The fees indicated above contemplate only the services outlined in Exhibit A and only for those operations conducted by Moreton for the duration of this agreement. Fees for additional services desired by City of Idaho Falls or for provision of listed services to additional operations shall be separately negotiated.

5. RELATIONSHIP OF THE PARTIES

It is agreed that Moreton's Services are made available to the City of Idaho Falls on the basis that Moreton will retain its individual professional status and that its employees are independent contractors within the context of their service to City of Idaho Falls. Moreton will exercise reasonable care in accordance with presently recognized industry standards, in performance of the services described in Exhibit A.

City of Idaho Falls shall cooperate with and render assistance to enable Moreton to efficiently discharge Moreton's duties hereunder.

6. INDEMNIFICATION AND INSURANCE

To the fullest extent permissible by law City of Idaho Falls shall indemnify and hold harmless, Moreton, its subcontractors, officers, agents, and employees from and against any and all claims and liabilities for injuries or damage to persons or property, losses or expenses, arising out of or resulting from the negligent acts or omissions of City of Idaho Falls, its officers, agents, and employees in the performance of the Services.

To the fullest extent permissible by law Moreton shall indemnify and save and hold harmless City of Idaho Falls from and for any and all losses, claims, actions, judgment for damages, or injury to persons or property and losses and expenses caused or incurred by Moreton, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of City of Idaho Falls or its employees. In Addition, Moreton shall maintain, and specifically agrees to maintain, throughout the term of this Agreement, liability insurance, in which City of Idaho Falls shall be named an additional insured in the minimum amount specified in the Idaho Tort Claims Act. set forth in Title 6, Chapter 9 of the Idaho Code. Additionally, Moreton shall maintain professional liability insurance. Moreton shall provide City of Idaho Falls with a Certificate of Insurance, or other proof of insurance evidencing Moreton's compliance with the requirements of this paragraph. Additionally, Moreton shall maintain Workers' Compensation insurance, in statutory limits as required by law. Evidence of all insurance shall be submitted to City of Idaho Falls.

7. CONFIDENTIALITY

All data relating to the business of City of Idaho Falls which is submitted to or developed by Moreton pursuant to this Agreement or to which Moreton or its employees may be exposed in the course of providing Services shall be deemed Confidential Information of City of Idaho Falls. Moreton shall not disclose this Confidential Information to others and shall, at a minimum, maintain the confidentiality of the same to the extent that Moreton safeguards its own data of similar importance relating to its own business.

Notice shall be effectively given when delivered either by hand, facsimile or certified mail to the following addresses or facsimiles. Contact individual may be changed upon notification of the other party.

8. GOVERNING LAW; SEVERABILITY

This agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Idaho. If any provisions of this agreement are, for any reason, found to be unenforceable, the remainder of this agreement shall continue in full force and effect.

9. WAIVER

Failure by either party to enforce any provision of this agreement shall not be deemed a waiver of that or any other provision in the future.

10. COMPLETE UNDERSTANDING; MODIFICATION

This agreement constitutes the entire Agreement between the parties in connection with the subject matter thereof and supersedes all prior agreements, understandings, negotiations, and discussions between the parties. No amendment, change, or modification of the Agreement shall be valid unless such changes are amended in writing and signed by both parties to this agreement.

11. ASSIGNMENT

This agreement may not be assigned in whole or in part by either *party* without the written consent of the other, which consent may not be withheld unreasonably. This Agreement shall inure to the benefit of the parties and their successors and permitted assigns.

12. NOTICE

Notice shall be effectively given when delivered either by hand, facsimile or certified mail to the following addresses or facsimiles. Contact individual may be changed upon notice.

For: City of Idaho Falls

308 Constitution Way
Idaho Falls, ID 83402

For: Moreton & Company
Chad Ranstrom, Vice President
PO Box 191030
Boise, ID 83719
2501 E State Ave., Suite 200
Meridian, ID 83642
FAX: 208 321-0101

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

City of Idaho Falls

Moreton & Company

Name:

Title:

Date:



Name: Chad Ranstrom

Title: Vice President

Date: 8/21/19

Attest:

Name

Date:

EXHIBIT A

SERVICES

1. Insurance Brokerage

- Placement of Excess Workers Compensation Insurance Policy
- Placement of Excess Workers Compensation Bond
- Coverage review
- Analysis of proposals from competing carriers
- Review of optimal program format

2. General Consulting

- Feasibility analysis
- Risk analysis
- Coordination with actuary and third party administrator
- Regulatory compliance assistance
- Provide recommendations that lead to a final decision
- Evaluate the performance of the program
- Provide safety and loss control consulting services

3. Support Staff

- Policy checking
- Certificate issuance Marketing support
- File maintenance

4. Safety and Loss Control Consulting

- Quarterly claim review meetings with the Third Party Administrator and City of Idaho Falls
- Participation in the City of Idaho Falls Safety Committee
- Claims analysis/trending on quarterly basis
- Training as directed by City of Idaho Falls
- Site/job task evaluations as necessary in conjunction with training provided

Proposal of Insurance



City of Idaho Falls

P. O. Box 50220
Idaho Falls, ID 83405

Excess Workers' Compensation

Effective Date of Coverage: October 1, 2019

Chad Ranstrom
Senior Vice President

Aimee Assendrup
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.

08/29/2019

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:

Chad Ranstrom, Senior 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.

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.

Aimee Assendrup, Account Manager, aassendrup@moreton.com, direct phone number (208)947-4440 help you with questions regarding:

- Binders, Insurance Certificates
- Address or location changes
- Billing inquiries

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 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.
- 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.

Excess Workers' Compensation

Named Insured: City of Idaho Falls
 Insurance Company Name: Safety National
 A.M. Best Rating: (Insert Prop.Ins Rating)
 Effective Date: 10/1/2019

Coverages	Description	Limits of Liability
Coverage A	Workers' Compensation	Statutory
Coverage B	Employer's Liability	
	Each Accident	\$1,000,000
	Disease per Employee	\$1,000,000
	Disease Policy Limit	\$1,000,000

	2018 Safety National	2019 Option 1 Safety National	2019 Option 1 Midwest
State	ID	ID	ID
AM Best Rating	A+	A+	A+
Rating Base:			
Estimated Annual Payroll	\$ 47,279,143	\$ 45,962,348	\$ 45,962,348
Estimated Annual Manual Premium	\$ 1,146,442	\$ 1,106,062	\$ 1,265,881
Length of Policy	11 month	1 Year	1 Year
Specific:			
Specific Limit	Statutory	Statutory	Statutory
Specific Retention (All Other)	\$ 500,000	\$ 500,000	\$ 500,000
Wildland Firefighters Endorsement Per Employee Retention	\$ 1,000,000	\$ 1,000,000	N/A
Retention for Class Codes 7539, 7710 and 7720.			\$ 750,000
Employers Liability:			
Employers Liability Limit	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Employers Liability Retention	See Specific	See Specific	See Specific
Aggregate:			
Loss Fund Rate	221%	221%	187.39%
Minimum Loss Fund	\$ 2,318,288	\$ 2,444,397	\$ 2,324,692
Aggregate Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Premium:			
Rate as % of Annual Standard	11.907%	11.907%	10.250%
Policy Minimum Premium	\$ 124,904	\$ 131,699	\$ 116,778
Total Deposit Due	\$ 124,904	\$ 131,699	\$ 129,753

Excess Workers' Compensation

Additional Conditions and Endorsements:

Terrorism Coverage Provided Under the Federal Terrorism Risk Insurance Act of 2002, USA (Certified Acts)

Discussion Item:

- Volunteer Workers and/or Non-Compensated Officers

NOTES:

- All Workers Compensation Claims are to be reported as soon as possible by sending the completed FIRST REPORT OF INJURY directly to Intermountain Claims.
- Work in any states other than shown on your policy should be reported to Moreton & Company as soon as possible.
- Monopolistic fund states (ND, OH, WA, WY, Puerto Rico & US Virgin Islands) require that coverage be purchased from the state fund.

Employers Liability Form exclusions include, but are not limited to the following (please refer to policy for full list of exclusions):

- Liability assumed under contract
- Punitive damages due to bodily injury to an employee employed in violation of law
- Bodily injury intentionally caused or aggravated by insured
- Longshore and Harbor Workers Compensation Act
- Any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation or disability benefits law or any similar law.
- Bodily injury to any person in work subject to the Federal Employers Liability Act
- Bodily injury to a master or member to the crew of any vessel
- Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act

Consulting Fee

Consulting Fee

\$39,000

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.			
BCRs are distributed via the AMB website at www.ambest.com . For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Understanding Best's Credit Ratings" available at no charge on the AMB website. BCRs are proprietary and may not be reproduced without permission.			
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Safety & Loss Control Services

Businesses can reduce their losses and manage those that do occur through Safety & Loss Control.

Your business faces multiple loss exposures which directly affect the bottom line. Moreton & Company provides your business value added Safety & Loss Control services to assist you in controlling and reducing loss exposures.

Whether you are challenged with losses, workplace hazards or OSHA/regulatory compliance, our Safety & Loss Control professionals are available to educate, train and provide you with customized services and programs. We are proactive now to save you money later.

Our safety professionals have over a century of combined experience, obtained through working for a variety of businesses and industries. Let our professionals provide your business with the best Safety & Loss Control services available anywhere.

Our Safety & Loss Control Services include:

OCCUPATIONAL SAFETY & HEALTH



- Worker Safety
- Respiratory Protection
- Employee Training
- Hazard Identification & Analysis
- Accident Investigation
- Loss Trend Review
- Light Duty & Return to Work

INDUSTRIAL HYGIENE



- Hazard Communication
- Respiratory Protection
- Hearing Conservation
- Chemical Exposure
- Asbestos, Mold, Lead-Based Paint

GENERAL LIABILITY



- Premises Liability
- Accident Investigation
- Products & Completed Operations

ORGANIZATION & SCOPE CONSULTING



- Injury & Illness Prevention
- Hazard Specific Safety Programs
- Site-Specific Safety Programs
- Corporate Safety Programs

PROPERTY PROTECTION



- Fire Protection
- Site Assessments
- Hazard Analysis

FLEET SAFETY PROGRAMS



- DOT Compliance
- Fleet Program Development
- Defensive Driver Training

OSHA COMPLIANCE



- Safety Program Development
- Workplace Audits
- Record Keeping
- Citation Abatement
- Code & Regulation Research

TRAINING PROGRAMS



- OSHA 10 & 30 Hour Construction
- OSHA 10 & 30 Hour General Industry
- Defensive Driving
- Forklift

Dane Higdum

Direct: 208-321-2036 | Cell: 208-329-3681

Email: dhigdum@moreton.com

Risk Management Services

There is a lot more to managing risk than purchasing insurance.

Moreton & Company assists your firm with the management of all elements of risk to keep your business expenses as low as possible. When using Moreton & Company, you have a team consisting of some of the best risk management professionals in the industry. The risk management tools we can provide include:

RISK ANALYSIS AND INSURANCE PROGRAM DESIGN



- Our team puts together some of the more complex risk transfer programs in the world.
- Our experience helps you understand the options available to tackle your risks in the fashion that best fits your company now and as you grow.
- While we concentrate on insurable risks, we also delve into non-insurance areas on your behalf - often called Enterprise Risk Management.

INSURANCE CLAIMS



- When an insured loss takes place we will work with you to maximize the probability of coverage and minimize the expense to your firm.
- Our in-house dedicated claims professionals will advocate strongly on your behalf.
- We will provide you with regular claims review to show you how claims can be progressed in the best manner to reduce your costs and at the same time discover better methods to mitigate, report and communicate preventable loss situation.

ALTERNATIVE RISK PROGRAMS



- A risk financing method used by many firms in place of or to supplement traditional commercial insurance.
- We can provide group or wholly-owned captives and help you determine if they are the right solution for you.

COST ALLOCATION



- We can help you create accountability for risk decisions throughout your organization by passing on insurance, claim, risk management and loss control costs to individual departments.
- This allows front-line managers to understand how their actions or inactions effect your overall costs and, allows for corporate leadership initiatives to allocate expenses within distinctive units.

WORKERS COMPENSATION EXPERIENCE MODIFICATION REVIEWS



- We often see mistakes from the state rating organizations; therefore we review every aspect of the calculation so you know it is correct.
- We will also identify loss-prone zones so you can concentrate your efforts in the correct area to reduce your Experience Modification Factor, driving costs to the lowest possible point.

MYWAVE



- Assists you in connecting with other professionals in your field by entering group discussions, or posting your own messages for timely feedback.
- Provides a series of newsletters & documentation to support safety messages & programs.
- Gives you links to articles & resources for a variety of topics and an easy way to keep your OSHA logs.

SAFETY AND LOSS CONTROL ASSISTANCE



- Our loss control team has helped countless companies reduce significant loss ratios and even win international awards for safety.
- Staff safety professionals are able to travel to your key operations for loss mitigation reviews, safe procedures training, federal & state safety regulatory overviews, ergonomic evaluations, Insurer site visit coordination and more.

INSURANCE CONTRACT REVIEW



- Moreton professionals will aid in contract negotiations by reviewing insurance clauses for reasonableness and compliance (both when you dictate terms and when you have to accept them from others).

BENCHMARK SURVEYS



- Provides you with the advantage of understanding what your peers are doing in their risk management program and how yours compares.
- Tells you whether your limits, your cost, and your deductible fit in your industry class.

PROPERTY REPLACEMENT COST VALUATION



- To properly insure your buildings you need to know the true replacement cost value of those buildings
- With the use of Marshall & Swift / Boeckh building cost program, the program relied on by real estate professionals, government agencies, corporations and courts of law, we can help you determine the replacement costs of your commercial and residential buildings.



P.O. Box 191030, Boise, ID 83719-1030

2501 East State Avenue, Suite 200, Meridian ID 83642

Phone: 208-321-9300 · Fax: 208-321-0101 · www.moreton.com

----- INVOICE -----

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

Invoice Date 08/19/19
Invoice No. 290818
Bill-To Code IDFALLSCIT
Client Code IDFALLSCIT
Inv Order No. 20*294502
Amount Due: \$7,455.00
Amount Remitted: \$

Named Insured: City of Idaho Falls

Policy No. 105392055

Please return this portion with your payment

Make checks payable to: Moreton & Company - Idaho

Effective Date	Policy Period	Coverage Description	Transaction Amount
10/01/19	10/01/19 to 10/01/20	Travelers Casualty & Surety Co. of Amer Policy No. 105392055 *Renewal - Workers Comp Bond Work Comp Bond; \$700,000 Invoice Number: 290818	7,455.00
		Amount Due:	7,455.00

*Payment Due Upon Receipt



MEMORANDUM

FROM: Municipal Services

DATE: Wednesday, September 4, 2019

RE: Consent Agenda, Bid IF-19-31, Purchase of Chlorine and Sodium Bisulfite for Public Works

Item Description

It is the recommendation of Municipal Services and the Public Works Departments to approve on the consent agenda, the lowest responsive, responsible bid from Thatcher Company, Inc. of Salt Lake City, Utah to purchase chlorine and sodium bisulfite as per the attached bid tabulation for a total of \$401,348.00. The Chlorine and Sodium Bisulfite is used for the water and wastewater treatment operations. The chemical supply contract term will begin October 1, 2019 and continue through September 30, 2020.

Purpose

The purpose of this purchase is to obtain chemicals needed for the water and Wastewater treatment plants on an as needed basis for the duration of the 2019/20 fiscal year. The purchase of the chemicals supports the good governance community-oriented results by maintaining safe and efficient city operations.

Fiscal Impact / Financial Review

Purchase of the Chlorine and Sodium Bisulfite is an annual operating expenditure and is budgeted in the 2019/20 Public Works budget.

Legal Review

The expenditure request is in compliance with State Statute §67-2806.

Interdepartmental Review

This purchase has been approved through centralized purchasing by the Public Works Department.

Recommended Action

It is the recommendation of Municipal Services and the Public Works Department to purchase chlorine and sodium bisulfite as per the attached bid tabulation from the lowest responsive, responsible bid from Thatcher Company, Inc. of Salt Lake City, Utah for a total of \$401,348 (or take other action deemed appropriate).



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

CITY OF IDAHO FALLS
PO BOX 50220
IDAHO FALLS, ID 83405-0220
Phone 208-612-8433

Office of Purchasing Agent

September 3, 2019

TABULATION

BID IF-19-31

Chlorine and Sodium Bisulfite

<u>BIDDER</u>	Southern Ionics Incorporated West Point, MS	Univar USA, Inc. Kent, WA	Thatcher Company, Inc. Salt Lake City, UT	PVS Chemical Solutions, Inc. Detroit, MI
SECTION I: Chlorine, 150 lb. Chlorine, 150 Pound Cylinders – Price per Each (Estimated Quantity: 204)	NO BID	NO BID	315.00	NO BID
Fee for Demurrage After 120 Days Extended cost			.30 \$64,260.00	
SECTION II: Chlorine – 1 Ton Chlorine, 1-Ton Container – Price per Each (Estimated Quantity: 192)	NO BID	NO BID	\$1289.00	NO BID
Fee for Demurrage After 120 Days Extended Cost			\$2.75 \$247,488.00	
SECTION III: Sodium Bisulfite Sodium Bisulfite – Price per Gallon (Estimated Quantity: 80,000)	\$1.30	NO BID	\$1.12	\$4.40
Extended cost	\$104,000.00		\$89,600.00	\$352,00.00



MEMORANDUM

FROM: Municipal Services
DATE: Wednesday, September 4, 2019
RE: Consent Agenda, Bid IF-19-32 Purchase of Line Clearance Project Services for Idaho Falls Power

Item Description

It is the recommendation of Municipal Services and Idaho Falls Power to approve on the consent agenda, the lowest responsive, responsible bid from Davey Tree Surgery Company of Idaho Falls, Idaho for tree trimming and maintenance services for a total not to exceed amount of \$500,000. The total amount includes the base bid price based on a 40-hour work week for two crews, as well as estimated stump grinding costs.

Purpose

The purchase of the tree trimming and maintenance services supports the safety and livable community oriented results by clearing tree encroachments at substation and power lines.

Fiscal Impact / Financial Review

Funding to purchase the tree trimming and maintenance services is included within the adopted 2019/20 Idaho Falls Power Distribution annual operating budget.

Legal Review

The expenditure request is in compliance with State Statute §67-2806.

Interdepartmental Review

This purchase has been approved through centralized purchasing by Idaho Falls Power.

Recommended Action

It is the recommendation of Municipal Services and Idaho Falls Power to approve the lowest responsive, responsible bid from Davey Tree Surgery Company of Idaho Falls, Idaho for line clearance services for a not to exceed amount of \$500,000 (or take other action deemed appropriate).



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☒ Livable



☒ Safety



☐ Sustainability



☐ Transportation

CITY OF IDAHO FALLS
BID OPENING

DATE OF OPENING: Wednesday, 4-Sep 2019

LOCATION: Purchasing Office, 308 Constitution Way, Idaho Falls, ID 83402

PROJECT: Bid IF-19-32 Line Clearance Project

TIME: 11:00 A.M.

	1) Davey Tree Surgery Company			2) Trees, LLC			3)			4)		
	Idaho Falls, ID			Blackfoot, ID								
	\$/Hour	\$/40 Hours	\$/ Hour O/T Rate	\$/Hour	\$/40 Hours	\$/ Hour O/T Rate	\$/Hour	\$/40 Hours	\$/ Hour O/T Rate	\$/Hour	\$/40 Hours	\$/ Hour O/T Rate
Qualified Working Foreman	\$ 38.43	\$ 1,537.15	\$ 48.27	\$ 42.89	\$ 1,715.60	\$ 60.05						
Qualified Trimmer	\$ 26.24	\$ 1,049.47	\$ 23.89	\$ 37.12	\$ 1,484.80	\$ 51.97						
Trimmer Trainee	\$ 24.19	\$ 967.68	\$ 30.38	\$ 33.70	\$ 1,348.00	\$ 47.18						
Qualified Ground Person	\$ 18.14	\$ 725.76	\$ 23.05	\$ 28.78	\$ 1,151.20	\$ 40.29						
55' Aerial Lift with Chip Box	\$ 16.05	\$ 642.05	\$ 16.05	\$ 15.45	\$ 618.00	\$ 15.45						
Chipper	\$ 3.68			\$ 5.22								
Pickup	\$ 7.09			\$ 10.74								
Dump Truck	\$ 10.20			\$ 10.70								
Stump Grinding - per Caliper Inch	\$ 4.08			\$ 4.75								
Sterilant per gallon, ie: Garlon 4	\$ 55.43			\$ 49.46								
Total Base Bid Price Based on a 40/hr Work Week												
	1 Crew	\$4,627.20			\$ 5,178.50							
	2 Crews	\$9,254.40			\$ 10,357.00							
Two working crews x 52 calendar weeks												
		\$ 481,228.80			\$ 538,564.00							



MEMORANDUM

FROM: Municipal Services Department

DATE: Wednesday, September 4, 2019

RE: Consent Agenda, Quote 19-034, Purchase of Power Inventory for Idaho Falls Power

Item Description

It is the recommendation of Municipal Services and Idaho Falls Power to approve on the consent agenda, the purchase of power inventory from the lowest quotes per line item from Anixter, Inc. for \$36,454.22; Border States for \$3,309.35; Northern Power for \$2,235.00; Electrical Wholesale for \$44,200.00; General Pacific for \$416.40; and Codale Electric for \$18,315.00 for a combined total of \$104,929.97.

Purpose

The purchase of power inventory will support the growth and livable community oriented results by replenishing hardware inventory for the Idaho Falls Power warehouse.

Fiscal Impact / Financial Review

Funding to purchase the power inventory is included within the adopted 2019/20 Idaho Falls Power operating budget.

Legal Review

The department expenditure is within State Statute §67-2806.

Interdepartmental Review

Idaho Falls Power concurs with the quote award through centralized purchasing.

Recommended Action

It is the recommendation of Municipal Services and Idaho Falls Power to approve the purchase of power inventory from the lowest quotes per line item for a combined total of \$104,929.97 and give the authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).



☐ Economic



☐ Governance



☒ Growth



☐ Learning



☒ Livable



☐ Safety



☐ Sustainability



☐ Transportation

City of Idaho Falls
Q19-034 Power Inventory

Vendor	Quantity	1) Anixter Inc Salt Lake City, UT	Border States Billings, MT	Northern Power Centerville, UT	Electrical Wholesale Idaho Falls, ID	General Pacific Fairview, OR	Codale Electric Salt Lake City, UT
ITEM 1 - Clamp, 1 1/4" to 2"							
Price Per Each	50	\$ 4.20	\$ 4.1350	\$ 8.9500	NO QUOTE	\$ 10.6800	\$ 5.1900
TOTAL		\$ 210.00	\$ 206.75	\$ 447.50		\$ 534.00	\$ 259.50
Delivery Time		3-4 Weeks	3 Weeks	1 week		2-4 weeks aro	stock
ITEM 2 - Connector Street Light							
Price Per Each	300	\$ 0.55	\$ 0.4400	\$ 0.9200	\$ 3.5000	NO QUOTE	\$ 0.8700
TOTAL		\$ 165.00	\$ 132.00	\$ 276.00	\$ 1,050.00		\$ 261.00
Delivery Time		3-4 Weeks	3 Weeks	1 week	1-2 weeks		1 WEEK
ITEM 3 - Fuse Holder, One Conductor							
Price Per Each	100	NO QUOTE	\$ 66.02	NO QUOTE	\$ 45.50	NO QUOTE	\$ 44.3500
TOTAL			\$ 6,602.00		\$ 4,550.00		\$ 4,435.00
Delivery Time			3 Weeks		2 weeks		2-3 WEEKS
ITEM 4 - Unistrut, 10' Sections							
Price Per Each	300	\$ 1.7900	\$ 1.3977	NO QUOTE	\$ 1.7000	\$ 3.92	\$ 1.3900
TOTAL		\$ 537.00	\$ 419.31		\$ 510.00	\$ 1,176.00	\$ 417.00
Delivery Time		3-4 Weeks	STOCK		Stock	stock - 3 weeks	STOCK
ITEM 5 - ARC Snuffer							
Price Per Each	25	\$ 29.7000	\$ 36.5600	NO QUOTE	NO QUOTE	NO QUOTE	\$ 30.1800
TOTAL		\$ 742.50	\$ 914.00				\$ 754.50
Delivery Time		Stock	3 Weeks				STOCK
ITEM 6 - Photoeye: Long Life							
Price Per Each	180	\$ 12.2000	\$ 13.6400	\$ 31.5000	\$ 12.65	\$ 18.0200	\$ 10.1800
TOTAL		\$ 2,196.00	\$ 2,455.20	\$ 5,670.00	\$ 2,277.00	\$ 3,243.60	\$ 1,832.40
Delivery Time		Stock - 4 Weeks	4 Weeks	2-4 weeks	2 weeks	1-2 weeks	2 WEEKS
ITEM 7 - Transformer Box Pad							
Price Per Each	100	\$ 179.0000	No Quote	\$ 238.00	NO QUOTE	\$ 225.2300	\$ 276.0000
TOTAL		\$ 17,900.00		\$ 23,800.00		\$ 22,523.00	\$ 27,600.00
Delivery Time		Stock - 4 Weeks		4-5 weeks		5-7 weeks	3-5 WEEKS
ITEM 8 - Luminaire, LED 163 Watt							
Price Per Foot	100	NO QUOTE	No Quote	NO QUOTE	\$ 442.0000	\$ 403.22	NO QUOTE
TOTAL					\$ 44,200.00	\$ 40,322.00	
Delivery Time					4-6 weeks	8-11 weeks	
ITEM 9 - Nut: Oval Eye 3/4"							
Price Per Each	50	\$ 1.5000	\$ 2.3100	\$ 1.30	NO QUOTE	\$ 1.9500	\$ 2.6800
TOTAL		\$ 75.00	\$ 115.50	\$ 65.00		\$ 97.50	\$ 134.00
Delivery Time		Stock	Stock	stock		1 week	STOCK

City of Idaho Falls
Q19-034 Power Inventory

Vendor	1) Amixter Inc Salt Lake City, UT	Border States Billings, MT	Northern Power Centerville, UT	Electrical Wholesale Idaho Falls, ID	General Pacific Fairview, OR	Codale Electric Salt Lake City, UT
ITEM 10 - Terminator: #2 STR						
Price Per Each	\$ 60.2500	\$ 48.6500	\$ 38.00	\$ 82.0000	\$ 58.0800	\$ 67.3800
TOTAL	\$ 301.25	\$ 243.25	\$ 190.00	\$ 410.00	\$ 290.40	\$ 336.90
Delivery Time	4-6 WEEKS	3-4 Weeks	stock	2-3 WEEKS	1 week	2-3 WEEKS
ITEM 11 - Conduit: 1" x 10', PVC						
Price Per Feet	NO QUOTE	\$ 0.2824	NO QUOTE	\$ 0.3600	\$ 2.0500	\$ 0.3350
TOTAL		\$ 28.24		\$ 36.00	\$ 205.00	\$ 33.50
Delivery Time		STOCK		STOCK	1 week	STOCK
ITEM 12 - Elbow: 2" Rigid Steel						
Price Per Each	NO QUOTE	\$ 11.6034	NO QUOTE	\$ 16.50	NO QUOTE	\$ 11.5000
TOTAL		\$ 116.03		\$ 165.00		\$ 115.00
Delivery Time		STOCK		STOCK		STOCK
ITEM 13 - Tape, Self Fusing						
Price Per Roll	NO QUOTE	\$ 49.4300	NO QUOTE	NO QUOTE	NO QUOTE	\$ 45.0000
TOTAL		\$ 988.60		NO QUOTE	NO QUOTE	\$ 900.00
Delivery Time		2-3 WEEKS				2 WEEKS
ITEM 14 - Clamp: #4 STR						
Price Per Each	\$ 8.0000	\$ 10.8800	NO QUOTE	NO QUOTE	\$ 10.5300	\$ 10.2300
TOTAL	\$ 1,600.00	\$ 2,176.00			\$ 2,106.00	\$ 2,046.00
Delivery Time	Stock - 4 Weeks	6 weeks			2-3 weeks	4-5 WEEKS
ITEM 15 - Stud Bolt: 7 9/16"						
Price Per Each	\$ 3.1000	\$ 5.2700	\$ 4.25	NO QUOTE	\$ 6.2000	\$ 4.2600
TOTAL	\$ 310.00	\$ 527.00	\$ 425.00		\$ 620.00	\$ 426.00
Delivery Time	4 Weeks	3 weeks	2-4 weeks		stock - 3 weeks	2-4 WEEKS
ITEM 16 - Stud Bolt: Short Shank						
Price Per Each	\$ 3.1000	\$ 2.8200	\$ 3.10	NO QUOTE	\$ 3.45	\$ 3.3500
TOTAL	\$ 310.00	\$ 282.00	\$ 310.00		\$ 345.00	\$ 335.00
Delivery Time	4-6 WEEKS	3 weeks	2-3 weeks		2-3 WEEKS	2-4 WEEKS
ITEM 17 - Cutout: 100 AMP Polymer						
Price Per Each	\$ 74.6200	No Quote	NO QUOTE	NO QUOTE	NO QUOTE	\$ 80.1000
TOTAL	\$ 9,402.12					\$ 10,092.60
Delivery Time	4 Weeks					3-4 WEEKS
ITEM 18 - FuseLink: 6 amp						
Price Per Each	\$ 3.2500	\$ 2.6800	\$ 3.80	NO QUOTE	NO QUOTE	\$ 3.4600
TOTAL	\$ 325.00	\$ 268.00	\$ 380.00			\$ 346.00
Delivery Time	3-4 WEEKS	stock	stock - 4 weeks			STOCK

City of Idaho Falls
Q19-034 Power Inventory

Vendor	1) Amxter Inc Salt Lake City, UT	Border States Billings, MT	Northern Power Centerville, UT	Electrical Wholesale Idaho Falls, ID	General Pacific Fairview, OR	Codale Electric Salt Lake City, UT
ITEM 19 - FuseLink: 15 amp						
Price Per Each	\$ 3.3000	\$ 2.7400	\$ 3.80	NO QUOTE	\$ 6.7700	\$ 3.4600
TOTAL	\$ 330.00	\$ 274.00	\$ 380.00		\$ 677.00	\$ 346.00
Delivery Time	3-4 WEEKS	3 weeks	stock - 4 weeks		1-2 WEEKS	2-4 WEEKS
ITEM 20 - FuseLink: 65 AMP						
Price Per Each	\$ 5.7200	\$ 6.5300	\$ 9.00	NO QUOTE	NO QUOTE	\$ 6.2500
TOTAL	\$ 572.00	\$ 653.00	\$ 900.00			\$ 625.00
Delivery Time	3-4 WEEKS	3 weeks	stock - 4 weeks			2-4 WEEKS
ITEM 21 - Bolt: 3/4" x 14"						
Price Per Each	\$ 1.8700	\$ 3.1400	\$ 3.00	NO QUOTE	\$ 2.9900	\$ 3.5700
TOTAL	\$ 93.50	\$ 157.00	\$ 150.00		\$ 149.50	\$ 178.50
Delivery Time	Stock	stock	stock - 3 weeks		1-3 WEEKS	STOCK
ITEM 22 - Washer: 3/4" Spring						
Price Per Each	\$ 0.3200	\$ 0.5500	\$ 0.46	NO QUOTE	\$ 0.3500	\$ 0.5400
TOTAL	\$ 160.00	\$ 275.00	\$ 230.00		\$ 175.00	\$ 270.00
Delivery Time	Stock	3 weeks	Stock		STOCK - 1 WEEK	STOCK
ITEM 23 - Deadend: #4 to #2						
Price Per Each	\$ 10.0800	\$ 9.6600	\$ 13.75	NO QUOTE	\$ 11.2800	\$ 10.1700
TOTAL	\$ 2,016.00	\$ 1,932.00	\$ 2,750.00		\$ 2,256.00	\$ 2,034.00
Delivery Time	3-4 WEEKS	2-4 weeks	stock - 10 weeks		2-3 WEEKS	4-6 WEEK
ITEM 24 - Deadend: #6-#2 ACSR						
Price Per Each	\$ 2.4700	\$ 2.5800	\$ 3.75	4.25	\$ 3.02	\$ 2.5300
TOTAL	\$ 741.00	\$ 774.00	\$ 1,125.00	\$ 1,275.00	\$ 906.00	\$ 759.00
Delivery Time	3-4 WEEKS	6 weeks	stock - 7 weeks	2-3 WEEKS	1-15 WEEKS ARO	2-4 WEEKS
ITEM 25 - Guard: Line Protection						
Price Per Each	\$ 145.6000	\$ 153.0100	\$ 148.00	NO QUOTE	\$ 147.9800	\$ 142.5400
TOTAL	\$ 7,280.00	\$ 7,650.50	\$ 7,400.00		\$ 7,399.00	\$ 7,127.00
Delivery Time	4-5 WEEKS	3-4 weeks	4 weeks		4-6 WEEKS	4-5 WEEKS
ITEM 26 - Guard: Bushing Cover						
Price Per Each	\$ 12.6500	\$ 12.84	NO QUOTE	\$ 400.0000	NO QUOTE	\$ 14.5500
TOTAL	\$ 1,821.60	\$ 1,848.96		\$ 57,600.00		\$ 2,095.20
Delivery Time	6 WEEKS	6 weeks		14 WEEKS		STOCK - 65 DAYS

City of Idaho Falls
Q19-034 Power Inventory

Vendor	1) Anixter Inc Salt Lake City, UT	Border States Billings, MT	Northern Power Centerville, UT	Electrical Wholesale Idaho Falls, ID	General Pacific Fairview, OR	Codale Electric Salt Lake City, UT
ITEM 27 - Insulink: #2-#2						
Price Per Each	200 \$ 0.3900 \$	0.42 \$	0.40 \$	1.45 \$	0.4000 \$	0.3800 \$
TOTAL	\$ 78.00 \$	84.00 \$	80.00 \$	290.00 \$	80.00 \$	76.00 \$
Delivery Time	Stock - 2 Weeks	stock	Stock - 1 week	1-2 WEEKS	1-2 WEEKS	STOCK - 3 WEEKS
ITEM 28 - Insulink: #4/0 -#2						
Price Per Each	100 \$ 2.7900 \$	3.0367 \$	3.50 \$	NO QUOTE	3.03 \$	2.8700 \$
TOTAL	\$ 279.00 \$	303.67 \$	350.00 \$		303.00 \$	287.00 \$
Delivery Time	Stock	4 weeks	1-2 weeks		5-10 WEEKS	2-4 WEEKS
ITEM 29 Aluminum: #4-#2 ACSR						
Price Per Each	100 \$ 4.9700 \$	5.3500 \$	8.55 \$	NO QUOTE	6.5600 \$	6.0200 \$
TOTAL	\$ 497.00 \$	535.00 \$	855.00 \$		656.00 \$	602.00 \$
Delivery Time	3 Weeks	stock	stock - 2 weeks		3-5 WEEKS	STOCK
ITEM 30 - Aluminum: #1/0 ACSR						
Price Per Each	50 \$ 6.4700 \$	12.5200 \$	14.90 \$	NO QUOTE	8.5000 \$	8.1300 \$
TOTAL	\$ 323.50 \$	626.00 \$	745.00 \$		425.00 \$	406.50 \$
Delivery Time	6 WEEKS	8 weeks	Stock - 4 weeks		8-11 WEEKS	STOCK
ITEM 31 -Connector: #4/0-2/0-6						
Price Per Each	50 \$ 8.6500 \$	8.2700 \$	NO QUOTE	NO QUOTE	14.2300 \$	8.1800 \$
TOTAL	\$ 432.50 \$	413.50 \$			711.50 \$	409.00 \$
Delivery Time	6 WEEKS	6 weeks			9-11 WEEKS	5-7 WEEKS
ITEM 32 - Connector: Terminal Pad, 2-hole						
Price Per Each	48 \$ 33.2000 \$	34.74 \$	25.00 \$	NO QUOTE	NO QUOTE	32.1800 \$
TOTAL	\$ 1,593.60 \$	1,667.52 \$	1,200.00 \$			1,544.64 \$
Delivery Time	3 Weeks	3 weeks	stock - 3 weeks			STOCK - 6 WEEKS
ITEM 33 -Connector: Terminal Pad, 4-hole						
Price Per Each	60 \$ 31.9500 \$	56.2800 \$	38.25 \$	141.00 \$	NO QUOTE	38.9700 \$
TOTAL	\$ 1,917.00 \$	3,376.80 \$	2,295.00 \$	8,460.00 \$		2,338.20 \$
Delivery Time	4-6 Weeks	3 weeks	2-3 Weeks	3-4 WEEKS		2-3 WEEK
ITEM 34 -Lag Screw, 1/2" x 4"						
Price per each -	100 \$ 0.7200 \$	0.5800 \$	0.70 \$	NO QUOTE	NO QUOTE	0.8200 \$
TOTAL	\$ 72.00 \$	58.00 \$	70.00 \$			82.00 \$
Delivery Time	Stock	STOCK	Stock			2-3 WEEKS
ITEM 35 -Plate: Pole Eye						
Price Per each	30 \$ 7.1000 \$	6.57 \$	7.00 \$	NO QUOTE	NO QUOTE	6.5200 \$
TOTAL	\$ 177.50 \$	197.10 \$	210.00 \$			195.60 \$
Delivery Time	3-4 Weeks	3 weeks	Stock			2-4 WEEKS

City of Idaho Falls
Q19-034 Power Inventory

Vendor	1) Anixter Inc Salt Lake City, UT	Border States Billings, MT	Northern Power Centerville, UT	Electrical Wholesale Idaho Falls, ID	General Pacific Fairview, OR	Codale Electric Salt Lake City, UT	
ITEM 36 - Insulator: 144" length							
Price Per Each	\$ 31,700.00	\$ 32.25	\$ 45.00	NO QUOTE	\$ 39.56	\$ 29,880.00	
TOTAL	\$ 317.00	\$ 322.50	\$ 450.00		\$ 395.60	\$ 298.80	
Delivery Time	4-6 Weeks	3 weeks	6 weeks		8-11 WEEKS	3-4 WEEKS	
ITEM 37 - Line: Poly Pull, 1 PLY, 6500'							
Price Per Bucket	\$ 51,000.00	\$ 29,730.00	NO QUOTE	\$ 60,000.00	NO QUOTE	\$ 26,640.00	
TOTAL	\$ 255.00	\$ 148.65		\$ 300.00		\$ 133.20	
Delivery Time	Stock	stock		2-3 WEEKS		STOCK	
ITEM 38 - Lug: #6-350 Bi-Metal							
Price Per Each	\$ 2,600.00	\$ 1,945.60	\$ 7.50	NO QUOTE	\$ 3,350.00	\$ 2,250.00	
TOTAL	\$ 65.00	\$ 48.64	\$ 187.50		\$ 83.75	\$ 56.25	
Delivery Time	4 Weeks	3 weeks	1-2 Weeks		6-10 WEEKS	STOCK	
ITEM 39 - Spade Extension: 8 Hole							
Price Per Each	\$ 44,350.00	\$ 42,840.00	\$ 45.00	NO QUOTE	\$ 41,640.00	\$ 41,890.00	
TOTAL	\$ 443.50	\$ 428.40	\$ 450.00		\$ 416.40	\$ 418.90	
Delivery Time	4-6 Weeks	3 weeks	4 weeks		6-10 WEEKS	5 WEEKS ARO	
ITEM 40 - Strap: 2" Unistrut							
Price Per Each	\$ 0.9500	\$ 1.0117	\$ 1.4000	NO QUOTE	NO QUOTE	\$ 1.2400	
TOTAL	\$ 95.00	\$ 101.17	\$ 140.00			\$ 124.00	
Delivery Time	Stock	STOCK	1 week			STOCK	
ITEM 41 - Strap: 4" Unistrut							
Price Per Each	\$ 1,730.00	\$ 1,594.30	\$ 1.75	NO QUOTE	NO QUOTE	\$ 1,960.00	
TOTAL	\$ 86.50	\$ 79.72	\$ 87.50			\$ 98.00	
Delivery Time	Stock	STOCK	Stock			STOCK	
ITEM 42 - Ampact Tap: #4/0-#4/0							
Price Per Each	\$ 27,850.00	\$ 28.45	\$ 15.60	NO QUOTE	NO QUOTE	\$ 29,290.00	
TOTAL	\$ 1,392.50	\$ 1,422.50	\$ 780.00			\$ 1,464.50	
Delivery Time	18 Weeks	4 weeks	1-2 weeks			4-6 WEEKS	
ITEM 43 - J-Box: 17" X 30" X 18" (D) "Electric"							
Price Per Each	NO QUOTE	\$ 340.57	\$ 374.00	NO QUOTE	NO QUOTE	\$ 224,000.00	
TOTAL		\$ 1,362.28	\$ 1,496.00			\$ 896.00	
Delivery Time		5 weeks	2-4 weeks			3-4 WEEKS	
ITEM 44 - J-Box: 13" x 24" x 18" (D) "Traffic Signal"							
Price Per Each	NO QUOTE	\$ 270.5600	\$ 298.00	NO QUOTE	NO QUOTE	\$ 148,000.00	
TOTAL		\$ 2,705.60	\$ 2,980.00			\$ 1,480.00	
Delivery Time		4 weeks	2-4 weeks			3-4 WEEKS	
Total	\$ 55,112.5700	\$ 42,919.3890	\$ 56,874.5000	\$ 121,123.0000	\$ 86,096.2500	\$ 74,669.6900	
TOTAL AWARDED	\$ 36,454.2200	\$ 3,309.3450	\$ 2,235.0000	\$ 44,200.0000	\$ 416.4000	\$ 18,315.0000	\$ 104,929.9650



MEMORANDUM

FROM: Municipal Services Department

DATE: Wednesday, September 4, 2019

RE: Consent Agenda, Quote 19-037, Purchase of Materials and Labor for the Replacement of the Rip Rap at Gem State Lake for Idaho Falls Power

Item Description

It is the recommendation of Municipal Services and Idaho Falls Power to approve on the consent agenda, the lowest responsive, responsible quote received from HK Contractors, Inc. of Idaho Falls, Idaho to purchase materials and labor to replace the Rip Rap at the Gem State Lake for a total of \$59,500.00.

Purpose

The purchase of materials and labor support the safety and sustainability community oriented results by replacing the rip rap at the Gem State Lake location to minimize the erosion of the shoreline.

Fiscal Impact / Financial Review

Funds to purchase the materials and labor are included within the adopted 2019/20 Idaho Falls Power Gem State Generation budget.

Legal Review

The department expenditure is within State Statute §67-2806.

Interdepartmental Review

Idaho Falls Power concurs with the quote award through centralized purchasing.

Recommended Action

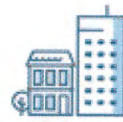
It is the recommendation of Municipal Services and Idaho Falls Power to approve the lowest responsive, responsible quote from HK Contractors, Inc. of Idaho Falls, Idaho to provide materials and labor to replace the Gem State Rip Rap for a total of \$59,500 (or take other action deemed appropriate).



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☐ Livable



☒ Safety



☒ Sustainability



☐ Transportation

-72359



A CRH COMPANY

HK CONTRACTORS, INC.

The Preferred Source

6350 S Yellowstone Hwy • P.O. Box 51450 • Idaho Falls, ID 83405
Phone 208-523-6600 • Fax 208-524-1426

Sand & Rock Products • Asphalt • Paving • Construction • Earthwork • Hauling

To:	Idaho Falls Power	Contact:	Jason Cooper
Address:	P.O. Box 50220	Phone:	(208) 612-8573
	Idaho Falls, ID 83402 BONNEVILLE	Fax:	
Project Name:	Gem State Rip Rap Replacement 2019	Bid Number:	JH19055
Project Location:	Idaho Falls, Idaho Falls, IDAHO	Bid Date:	7/16/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Mobilization	1.00	LS	\$3,500.00	\$3,500.00
20	Place Rip Rap	800.00	CY	\$70.00	\$56,000.00
Total Price for above Items:					\$59,500.00

Total Bid Price: \$59,500.00

Notes:

- PRICES GOOD FOR 30 DAYS WITH WORK PERFORMED DURING THE SEASON QUOTED.
 - Any item not specifically noted on proposal is excluded from this proposal.
 - Any required surveying, construction staking, layout, and materials testing and inspection, or permits by others.
 - HK must have full access to work site.
 - Proposal is based off of continuous access for truck, Trucks should be able to circle and not have only one way to get in and out.
 - This proposal shall be the prevailing part of the agreement and inserted into the final sub-contract.
- OWNER / PRIME CONTRACTOR contracts with H-K to perform the work on the terms and conditions herein set forth and agree to pay H-K for faithful performance of the work.
 - Work to be paid by unit price. The total of the unit prices determined by multiplying the quoted unit prices by the total units utilized in the project.
- Payment Terms: Unless otherwise specified, Owner shall pay contract price on the completion of the project or if the project takes more than one month, then upon invoice for work completed during the prior billing period. A late fee of 1.5% per month will be paid on any balance remaining unpaid for more than 30 days from the date of the invoice. In addition to all other charges, Owner agrees to pay all attorneys' fees and court costs incurred in collecting and account placed with an attorney for collection, whether or not suit is filed.

Special Provisions: AS PER ITEMS STATED ABOVE. ALL ENGINEERING, STAKING, TESTING, FEES, PERMITS BY OWNER / PRIME CONTRACTOR. ANY OTHER ITEM NOT SPECIFICALLY MENTIONED ABOVE IS NOT PART OF THIS PROPOSAL.

Special Terms: This estimate shall become a contract only after it is accepted and signed by a duly authorized agent of H-K and thereafter may be modified only by written agreement signed by duly authorized agents of both parties.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: HK Contractors, Inc. Authorized Signature: _____ Estimator: James Hammer 208.523.6600 James.Hammer@oldcastle-materials.com
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August 12, 2019 Budget Session - Unapproved

The City Council of the City of Idaho Falls met in Council Budget Session, Monday, August 12, 2019, at the City Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 2:00 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Thomas Hally
Councilmember Jim Francis
Councilmember John Radford
Councilmember Michelle Ziel-Dingman
Councilmember Jim Freeman
Councilmember Shelly Smede (arrived at 2:35 p.m.)

Also present:

Pamela Alexander, Municipal Services Director
Mark Hagedorn, Controller
Derick Sorensen, Accountant
Bruce Young, Accountant
Ryan Tew, Human Resources Director
PJ Holm, Parks and Recreation Interim Director
Bryce Johnson, Police Chief
Duane Nelson, Fire Chief
Chris Fredericksen, Public Works Director
Michael Kirkham, Assistant City Attorney
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 2:02 p.m. with the following:

Opening Remarks, Announcements:

Mayor Casper stated the adoption of the budget will occur at the August 22 Council Meeting as the formal process of the public hearing has been completed. She noted additional budget discussions can occur as needed/necessary. She recommended any Foregone amount not be included within the budget as Foregone may possibly be used for a new Police Station. Mayor Casper reminded the Councilmembers there is no Work Session scheduled for August 19 due to the annual Utah Association Municipal Power Systems (UAMPS) conference.

Follow-up Discussion Regarding 2019/2020 Budget:

Mr. Hagedorn stated the tentative budget (Expenditures) has been reduced from \$238,805,558 to \$238,512,874 due to changes in several departments. Revenues have increased due to granting, property tax changes, and, cash balances (such as snow removal). Total Revenue = \$190,980,083, Total Cash = \$46,906,868 (\$27,793,933 from Enterprise Funds, \$18,112,935 from Capital Improvements Funds and Special Revenue Funds).

Property taxes – including confirmed numbers from Bonneville County:

New Annexations – \$16,726,982
New Construction – \$192,818,001 (includes closing of the Redevelopment Agency)
3% Statutory Allowable Increase – \$1,032,260
2019-2020 Budget = \$36,970,601 (proposed increase of \$3,035,179)
Taxable Market Valuation – \$4,202,130,161, this amount will change slightly but not significantly
Projected levy rate is decrease of 8.9%.

Director Alexander stated the tentative budget was based on conservative estimates. The actual amount received exceeded this estimate by approximately \$700,000. Mr. Hagedorn clarified the County establishes the assessed value,

August 12, 2019 Budget Session - Unapproved

not the City. He reiterated the budget includes New Annexation, New Construction, and, the 3% allowable. He clarified the allocations of the 2019-2020 Budget are proportional.

Mr. Hagedorn stated the average of property values increased 13%. He briefly reviewed monthly increases/impact for residential and commercial businesses – \$200,000 home would increase ~\$12.52/month, \$500,000 business would increase ~\$14.92/month. He noted the majority of property taxes are residential. Brief comments followed regarding the State calculation of Home Owners Exemption. Mayor Casper stated the levy rate has decreased from the previous year. Mr. Hagedorn noted the 3% statutory allowable has only been raised five (5) times in the previous 12 years, there was also no growth taken and no annexation taken in this timeframe. The remaining funds have gone to Foregone. It was clarified the statutory 3% is not a 3% tax increase.

Mr. Hagedorn stated General Fund Revenues include property taxes, State-shared revenues, and, other miscellaneous types of revenues. He also stated General Fund Revenues are fairly stable and predictable. He reviewed per dollar of property tax for each department, stating Police, Fire, and, Parks and Recreation (P&R) are the big users of General Fund revenues. Director Alexander reiterated 75% of the proposed General Fund budget goes to these three (3) departments. Mr. Hagedorn reviewed use of General Fund revenue by department for the previous ten (10) years. He also reviewed a ten-year history of salaries and wages to Full-time Employees (FTE). He stated there are administrative control and analysis deficiencies. A forecast of salaries and wages will give an accurate account on FTE. Each department will be given a number of approved employees for the financial realm. It is currently unknown what has been approved and what each department can afford. Director Alexander stated new positions should only be authorized during the budget approval or, any position outside of the budget approval should be presented to Mayor and Council for approval. Mr. Hagedorn stated an FTE count would allow flexibility with full-time and part-time positions. Mayor Casper stated the current salaries and wages on are an unsustainable path. General comments followed. Councilmember Francis stated growth in the City puts the demand on services which will take more people. Councilmember Radford believes there may be departments that could share employees on similar programs/projects.

Mr. Hagedorn reviewed Capital and Operating budget requests by priority. He stated Expenditures should not exceed Revenues. General Fund Revenue = \$49,957,711 (including \$1M Cash for snow removal); Expenditure = \$51,062,743. This leaves a delta of \$1,451,851. Recreation Fund = \$1,945,187, the levy needs increased (from the General Fund) or the expenses need decreased, delta is \$254,050. Ambulance Fund will be resolved over the course of time due to several nuances, current delta is \$1,265,934. Mr. Hagedorn stated all other budgets fall within the cash stream. He also noted the Golf Fund will fluctuate during the year. Options for the delta include using Foregone (not recommended) or asking departments to make cuts (this may mean cutting services and/or employees).

Councilmember Smede questioned \$50,000 in the Council budget for Provision for Wage Adjustment. Mr. Hagedorn stated this amount is for City Administration/Directors as their salaries are based on market-based pay (the goal is for Directors to be at mid-point of market base). It was noted Directors receive the Cost of Living Adjustment (COLA) but they are not on the step and grade system. It was recommended this line item be moved to Mayor budget and the amount be reduced to \$25,000. Mayor Casper stated if the degree of sensitivity is not shown for retention of current talent, this cost to the City can result in a cost that greatly exceeds a salary. Discussion of priorities included 1.5% Cost of Living Adjustment (COLA) City-wide = \$709,777; Fire and Ambulance/anticipated grants for Station 4 Generator (\$90,000) and Station 5 Generator (\$75,000) and Digital Dispatching (\$80,000); Municipal Services/Civic Center Phase II Architectural and Engineering Design (there is a preliminary pledge of \$250,000 for City match of \$250,000); Municipal Services/Equipment Maintenance Mechanic (\$57,707, a portion of this amount would be charged out to other departments for labor costs, including Enterprise Fund departments. Director Alexander indicated the mechanic division has been running short since 2009); P&R/Golf irrigation issues (the irrigation is currently on the sprinkler system, discussion is occurring with a water infrastructure authority for a possible loan for repair. The \$150,000 is a contingent expenditure in the Golf Fund, not the General Fund, if the loan is approved); and, P&R/splash pad with restroom (\$300,000). The location of a splash pad is being assessed, including Reinhart Park. The RECreateIF Strategic Plan will assist with a location. Mayor Casper noted \$100,000 was allocated in the current budget for design and study of a splash pad. Interim Director Holm clarified \$50,000 had been allocated pending additional available money. He noted the \$50,000 was not used for the study, these funds were reallocated.

August 12, 2019 Budget Session - Unapproved

He also noted parking could be an issue with the Reinhart Park location although there is verbal agreement with the adjacent church. Brief discussion following regarding re-use of water and costs. Additional P&R items included acquisition of the 4-H building (\$400,000) with the idea to purchase the building over several years. The Tautphaus Park Zoological Society (TPZS) has contributed \$50,000 and there is \$45,000 currently in the budget, therefore Interim Director Holm believes this amount could be reduced to \$15,000. He also does not believe the TPZS pledge will be continual. P&R discussion also included Fun Land acquisition (\$20,000), future discussion will be necessary for this item; and, utility tractor (\$80,000). Councilmember Radford believes this equipment could replace a FTE. He is in favor of keeping this item as this equipment could be used in other locations. Police discussion included the Airport Officer (\$129,993 (including up-fit)) which is being paid from the Airport Fund; School Resource Officer (SRO) (\$106,58 partially-funded at \$61,791); Internet Crimes Against Children (ICAC) Detective (\$109,810 funded by the State); and, Crisis Intervention Team (CIT) Detective (\$93,970). Councilmember Dingman questioned the Special Project Coordinator that was addressed on multiple occasions at the August 8 Council Meeting as well as the number of cold cases. Chief Johnson stated the Special Project Coordinator (SPC) would be an Animal Shelter position which is cost-shared with other counties, the amount fluctuates each year. He noted there are approximately 800 cold cases involving violent crimes. Councilmember Freeman believes two (2) Cold Case Detectives are needed due to the nature of the work involved. He, and Chief Johnson, believes violent individuals are higher priority than animals. Chief Johnson stated a part-time position could be converted to a FTE for the SPC. Councilmember Radford believes not funding a SPC could take a step backward for the progress of the Trap-Neuter-Return (TNR) program. Councilmember Hally concurred. Councilmember Francis is in favor of prioritizing the SPC. Community Development Services requested items were considered minor operational requests. COLA discussion included a reduction from 1.5% to 1%. This reduction would amount to savings of \$154,273.66. There was consensus of the Council for at least 1% COLA. Snow removal discussion included reducing the \$500,000 request to \$250,000. It was noted any unspent snow removal money would be returned to the General Fund. Councilmember Freeman stated, due to changes in the policy, it would be unlikely this entire amount would be spent. Brief discussion followed regarding snow removal. Councilmember Francis believes Foregone may need to be used. Councilmember Smede expressed her concern for using Foregone while funding the Civic Center and a splash pad. Councilmember Freeman recommended eliminating the CIT and one (1) Cold Case Detective, and a 1.5% COLA. General discussion followed regarding step and grade, longevity pay, the requested funding for the Civic Center for the Performing Arts, position requests for the IFPD, cold cases, the COPS grant (which has been re-opened), and, a new IFPD facility. Mayor Casper stated a presentation for a new IFPD facility will occur on August 23 including a financial presentation.

Councilmember Hally stated he is not in favor of using Foregone, he expressed his concern for perception more than dollars. He believes a new Police facility will go a long way and he does not want to jeopardize any funding options. He is in favor of 1% COLA, he is also in favor of a splash pad.

Councilmember Smede believes community requests are recurring although she realizes important projects are forthcoming, including a new Police facility. She prefers to wait on Foregone.

Councilmember Freeman concurred with Councilmember Smede regarding community requests, including a splash pad request. He believes the Cold Case Detective is important as there has been good success in the previous years in the IFPD. He is hopeful the community will see the good work from the IFPD and will be more responsive to supporting a new Police facility.

Councilmember Francis is considering Foregone to fund the IFPD positions although he understands if other Councilmembers are not in favor of using Foregone. He believes the Idaho Falls Downtown Development Corporation (IFDDC) parking program request could be reduced to \$35,000, the Civic Center could be reduced by \$25,000-\$30,000. He also believes the snow removal fund could be reduced to help fund a splash pad. He reiterated his preference to use Foregone to fund a Police facility.

Councilmember Radford questioned the remaining funds from Idaho Falls Redevelopment Agency (IFRdA) to be split between the City and County. That amount is currently unknown.

August 12, 2019 Budget Session - Unapproved

Councilmember Dingman stated she has not waived from her request for a Police facility. She does not want to jeopardize funding for a new facility which has been a personal priority for several years. She is in favor of encumbering money for a splash pad which has been a community request for several years, possibly with grant funding or partnership.

Mayor Casper stated a meeting is forthcoming with the land and water conservation fund coordinator regarding the current non-compliance mode. She indicated once the non-compliance mode is over, there is potential to use this fund for future projects. Interim Director Holm stated a possible grant could be submitted in January although the spending authority would be required and contingent on receipt of a grant. The grant would require a 7% local match, possibly with a partnership. Other options could be a shift of playground equipment funding. Councilmember Freeman believes these are possibilities for future splash pads. Councilmember Dingman questioned using snow removal funding for a splash pad in the event snow removal is not used. Brief comments and discussion followed.

Cut List adjustments:

Director Compensation -\$25,000

Snow removal -\$500,000

Reduction of COLA to 1%

P&R building -\$335,000

Civic Center for the Performing Arts -\$50,000

IFDDC -\$15,000

Special Projects Coordinator +\$33,000

Total = -\$59,000

Interim Director Holm stated he could reallocate \$60,000 in P&R, possibly due to reorganization within the department. He would be in favor of a splash pad. Discussion followed regarding the Recreation Fund. It was noted due to the General Fund taking all the property tax, the Recreation Fund would need more revenue or more cuts would be necessary. Interim Director Holm stated expenses have been cut but there is hope that extra marketing would increase the revenue. He believes recreation users may be paying lower than average but he does not want to prohibit users from using the facilities. He proposed \$60,000 from salaries in the General Fund for the P&R be moved to the Recreation Fund. Councilmember Smede questioned eliminating facilities or programs that may not be feasible/under-utilized. Interim Director Hold stated this is an active conversation. He also stated fee increases may need to be considered.

Mayor Casper stated a series of workshops/dialogues may need to occur regarding employee compensation and property valuation. She also stated a Recreation Fund discussion will need to occur later in the year. It was noted the Budget Session scheduled for August 13 has been cancelled.

There being no further business, the meeting adjourned at 6:50 p.m.

CITY CLERK

MAYOR

August 22, 2019 - Unapproved

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

Also present:

All available Department Directors
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Pledge of Allegiance:

Mayor Casper led those present in the Pledge of Allegiance.

Public Comment:

Mayor Casper requested any public comment not related to items currently listed on the agenda or not related to a pending matter. No one appeared.

Consent Agenda:

The Fire Department requested approval of Jefferson County Ambulance Service Agreement.

Municipal Services requested approval of Bid IF-19-O, Purchase of Bituminous Plant Mix (Hot Asphalt) for Public Works.

Idaho Falls Power requested approval of minutes from the June 27, 2019 Idaho Falls Power Board Meeting.

The City Clerk requested approval of the Expenditure Summary for the month of July, 2019; minutes from the July 27, 2019 Airport Leadership Workshop; August 2, 2019 Executive Session; August 5, 2019 Council Work Session; and, August 8, 2019 Council Meeting; and, License Applications, all carrying the required approvals.

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

Regular Agenda:

It was moved by Councilmember Radford, seconded by Councilmember Smede, to table Agenda Item 5C (Police Department) in order to allow the Council to receive additional information. Councilmember Radford stated the Council needs to take a further look at the specific issue. He also stated Councilmember Smede had requested information regarding cost and warranty work. Councilmember Hally believes it is appropriate for the Police Department to answer these questions while they are present. Councilmember Francis stated he has another reason

August 22, 2019 - Unapproved

for tabling the item and would prefer to discuss this item in a Work Session. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede. Nay – Councilmembers Hally, Freeman. Motion carried.

Municipal Services

Subject: Adoption of 2019/20 Fees, Including New Fees and Fee Increases

Municipal Services respectfully requests the Mayor and Council adopt the 2019/20 fees, including new fees and fee increases.

Mayor Casper invited Municipal Services Director Pamela Alexander to present findings of the budget. Director Alexander reviewed highlights of the 2019/20 budget. She stated the total proposed budget is \$236,193,823 consisting of total estimated property tax revenue of \$36.9M including statutory 3% property tax levy allowable of \$1,032,260, Idaho Falls Power (IFP) capital outlay of \$32.8M, Idaho Falls Airport grants of \$12M, and, General Fund operating and capital-funded priorities discussed at the August 12 Budget Session. She reviewed the funded priorities consisting of the approved 1% wage inflation to City employees, public safety capital and operating requests, one (1) new splash pad with restroom, Idaho Falls Civic Center for the Performing Arts cost share for Phase II and III renovations architectural and design, one (1) new building technician and vehicle for field use, one (1) new equipment maintenance mechanic for the garage, and, one (1) new utility tractor to maintain canal trails. Director Alexander stated these funded priorities fit within the Community Oriented and Good Governance Results of safe and secure community, well-planned growth and development, reliable public infrastructure and transportation, and, livable community.

Director Alexander reviewed the 2019/20 proposed fiscal year budget (revenue) including the \$94.6M for charges for services accounting for approximately 40% of the revenue budget. She noted the charges for services include utility services that residents pay. She reviewed the property tax portion of the budget estimated at \$36.9M and the intergovernmental revenue estimated at \$32.5M. She noted the payment in lieu of taxes consists of IFP and Municipal Services.

Director Alexander reviewed the calculation of the property tax with the 3% levy. She stated this was a record year with new construction and new annexation including the closure of the Snake River District. She noted the overall levy decrease of -8.2%.

Director Alexander reviewed the estimates of a 13% market valuation for residential and business new growth.

Director Alexander reviewed the 2019/20 expenses per budget dollar of total property tax. She noted public safety is \$0.49 expense per budget dollar and Parks and Recreations is \$0.17 expense per budget dollar. She noted the Fire Capital Improvement is still being paid back and \$401,524 is set aside each year as payment for approximately the next 7.5 years.

Director Alexander reviewed the General Fund Budget noting 76% dedicated to Public Safety and Parks and Recreation.

Director Alexander reviewed the ten-year trend of the General Fund allocation to each department.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to adopt the 2019/20 Fee Resolution, which includes new fees and fee increases, and give authorization for the Mayor and City Clerk to sign the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Subject: Adoption of 2019/20 Fiscal Year Budget

Municipal Services respectfully requests the Mayor and Council adopt the 2019/20 fiscal year budget.

August 22, 2019 - Unapproved

Councilmember Radford stated the budget has been worked on for several months. Councilmember Hally stated the increased valuation from the closure of the Redevelopment District goes into new construction. He also stated all the benefits and increase have not yet been accumulated. He noted additional tax revenue increases will occur in the following year. Mayor Casper stated the budget is the highest she has seen in terms of the ceiling but noted two (2) significant construction projects over the course of several years, the Airport construction and a capital project with IFP. She noted between the amount of increased land and the increase of total valuation the levy rate has decreased. The lower levy rate is being applied to increased valuation.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to adopt the 2019/20 Fiscal Year budget in the amount of \$236,193,823, and the appropriation ordinance, appropriating the monies to and among the various funds, under the suspension of the rules requiring three complete and separate readings and request 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. 3264

THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, FOR THE PERIOD COMMENCING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, APPROPRIATING AND APPORTIONING THE MONIES OF SAID CITY TO AND AMONG THE SEVERAL FUNDS OF SAID CITY AND DESIGNATING THE PURPOSE FOR WHICH SAID MONIES MAY BE EXPENDED; SPECIFYING THE AMOUNT OF MONEY PAID BY PROPERTY TAX TO BE APPROPRIATED TO SAID FUNDS; AND PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

Subject: Correction to Bid IF-19-30 Purchase of Medium Voltage Pole Mounted Reclosers for Idaho Falls Power

For consideration is a correction to Bid IF-19-30, Purchase of Medium Voltage Pole Mounted Reclosers approved for award on July 25, 2019. The amount and the vendor were incorrectly identified. It is the recommendation of Municipal Services and Idaho Falls Power to approve the purchase of four (4) medium voltage pole mounted electrical reclosers from D&S Electrical Supply of Idaho Falls, for a lump sum amount of \$88,520.00.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to accept the lowest, responsive, responsible bid, from D&S Electrical Supply of Idaho Falls, to furnish four (4) medium voltage pole mounted reclosers for a lump sum amount of \$88,520.00. Roll call as follows: Aye – Councilmembers Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

Subject: Sole Source Purchase - Replacement Pump Purchase

It is the recommendation of Municipal Services and Public Works to authorize the City's notice for a sole sourced procurement at least fourteen (14) calendar days prior to the award of the contract pursuant to Idaho Code§ 67-2808. The authorization will notice the sole source purchase of a replacement pump for the City's lift station located at Anheuser Busch.

Councilmember Freeman stated this a sole source as the manufacturer is the only manufacturer that supplies this pump. Councilmember Francis stated by using this sole source the piping does not have to be redone and therefore, is more economical.

It was moved by Councilmember Radford, seconded by Councilmember Smede, to purchase one (1) Flygt NP 3356, replacement pump, through Xylem Water Solutions, USA of Boise, Idaho, in the amount of \$60,713.00. Roll call as follows: Aye – Councilmembers Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Community Development Services

Subject: Amended Development Agreement for the Costco Subdivision

For consideration is an amended Development Agreement. When the plat and development agreement were approved by the City Council on July 25, 2019 neither included any improvements to Hitt or Lincoln Roads because the rights-of-way were not yet annexed. This development agreement specifically addresses improvements to both roadways as well as fees to be collected for improvements to the round-about at the intersection of Hitt and Iona Roads. All of the improvements and fees were recommended by the traffic study completed for the Costco development.

Councilmember Smede stated the development agreement occurs prior to annexation so there is a commitment to building the public improvements. The agreement has been reviewed by several parties. Councilmember Freeman recognized there was not a unanimous vote by Planning and Zoning as there was concern regarding the annexation of the round-about. He expressed concern as well. Community Development Services Director Brad Cramer stated the round-about will be annexed into the City although he noted east of Hitt Road will not be annexed.

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

Subject: Annexation and Initial Zoning of HC, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, Hitt and Lincoln Road Rights-of-Way

For consideration is the Annexation and Initial Zoning of HC, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards for the Hitt and Lincoln Road Right-of-Way adjacent to the Costco Subdivision. The Planning and Zoning Commission considered the plat at its August 6, 2019, meeting and recommended approval by a 4-1 vote. The request to annex the rights-of-way came from Costco, but it has also been the City's policy to annex Hitt Road once adjacent. Reasons for not annexing the road initially are described more fully in the staff report.

Councilmember Smede stated this property was annexed in 2018 but the road was not annexed due to construction of the round-about. She noted the County Commissioners are amenable to this annexation. The commissioners also shared several recommendations for community safety. The annexation will be at the same point where Ammon and Idaho Falls share the Hitt Road boundary.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Ordinance annexing M&B: 5.961 Acres, Section 9, Township 2 North, Range 38, under the suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

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

ORDINANCE NO. 3265

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 5.961 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

August 22, 2019 - Unapproved

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of M&B: 5.961 Acres, Section 9, Township 2 North, Range 38, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to assign a Comprehensive Plan Designation of Commercial and to approve the ordinance establishing the initial zoning for M&B: 5.961 Acres, Section 9, Township 2 North, Range 38, as HC Zone, under the suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning Office. Roll call as follows: Aye – Councilmembers Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

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

ORDINANCE NO. 3266

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 5.961 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS HC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of HC for M&B: 5.961 Acres, Section 9, Township 2 North, Range 38, 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, Fairway Estates Division No. 23

For consideration is the Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Fairway Estates Division No. 23. The Planning and Zoning Commission considered the plat at its June 4, 2019, meeting and recommended approval by unanimous vote.

Councilmember Smede stated the plat includes 25 buildable single-unit dwelling lots. She previously questioned the appeal that took place approximately one (1) month ago and was told the special conditions section of the agreement limits the number lots to be platted before connection to the Lewisville Highway. She noted this area falls in the Airport Overlay Zone and meets the requirements for the zone. The final plats will be required to have an Airport disclosure note. Councilmember Hally stated the development is quickly occurring. He believes this is a representative of community growth.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Development Agreement for Fairway Estates Division No. 23, 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. Nay – Councilmember Radford. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to accept the Final Plat for Fairway Estates Division No. 23, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Freeman, Francis. Nay – Councilmember Radford. Motion carried.

August 22, 2019 - Unapproved

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Fairway Estates Division No. 23, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Dingman, Smede, Francis, Freeman, Hally. Nay – Councilmember Radford. Motion carried.

Subject: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Fairway Estates Division No. 24

For consideration is a Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Fairway Estates Division No. 24. The Planning and Zoning Commission considered the plat at its June 4, 2019 meeting and recommended approval by unanimous vote.

Councilmember Smede stated this area includes seven (7) buildable single-unit dwelling lots. She noted the special conditions applies as similar to the previous item. This area also falls in the Airport Overlay Zone and the final plats will be required to have an Airport disclosure note. Councilmember Francis expressed concern for the wording in the special conditions regarding the number of lots as he believes it is not clear. Councilmember Smede stated it is cumulative lots.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Development Agreement for Fairway Estates Division No. 24, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Francis, Dingman, Freeman, Hally, Smede. Nay – Councilmember Radford. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to accept the Final Plat for Fairway Estates Division No. 24, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Smede, Hally, Dingman, Freeman, Francis. Nay – Councilmember Radford. Motion carried.

It was moved by Councilmember Smede, seconded by Councilmember Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Fairway Estates Division No. 24, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Francis, Dingman, Smede, Freeman. Nay – Councilmember Radford. Motion carried.

Police Department

Subject: Leasing of Police Department Vehicles

This item was tabled.

Announcements:

Mayor Casper stated a parade was recently held to honor the America's Legion World Series winners, the Idaho Falls Bandits. She also stated there were proclamations declaring Idaho Falls Bandits Day from various cities and the Governor. She expressed her appreciation to all those who made this event happen/possible.

Executive Session:

It was moved by Councilmember Francis, seconded by Councilmember Freeman, to adjourn at 8:13 p.m. and move into Executive Session. The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(c) To acquire an interest in real property which is not owned by a public agency. The Executive Session will be held in the City Annex Conference Room. At the conclusion of the Executive Session the Council will not reconvene into Regular Council Meeting as no further actions are anticipated. Roll call as follows: Aye – Councilmembers Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

August 22, 2019 - Unapproved

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Thursday, August 22, 2019, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 8:21 p.m.

There were present:

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

Also present:

Bryce Johnson, Police Chief
Royce Clements, Police Captain
Pamela Alexander, Municipal Services Director
Randy Fife, City Attorney

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(c) To acquire an interest in real property which is not owned by a public agency.

There being no further business, the Executive Session concluded at 9:14 p.m.

CITY CLERK

MAYOR

August 23, 2019 - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Friday, August 23, 2019, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 9:00 a.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 (departed at 11:37 a.m.)
Councilmember Shelly Smede (departed at 10:48 a.m.)
Councilmember Jim Freeman
Councilmember John Radford (arrived at 9:03 a.m.)

Also present:

PJ Holm, Parks and Recreation Interim Director
Bryce Johnson, Police Chief
Royce Clements, Police Captain
Steve Hunt, Police Captain
Jessica Clements, Police Department Public Information Officer
Annake Scholes, Police Administrative Assistant
Chris Lee, Facilities Evaluation Citizen Committee
Bud Cranor, Public Information Officer
Michael Kirkham, Assistant City Attorney
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 9:01 a.m. with the following items:

Appointment of Parks and Recreation Director:

Mayor Casper recognized the numerous Parks and Recreation (P&R) Department staff present. She expressed her gratitude for the support of staff for this appointment. Councilmember Freeman stated he is very pleased for this appointment, he believes there is no question that Interim Director Holm is the right person. Councilmember Hally stated golf staff is also pleased for appointment. Councilmember Smede stated several community members are also pleased. Councilmember Dingman concurred that Interim Director Holm is the right person for the job and noted his impressive work during the interim time. Councilmember Francis noted Interim Director Holm's answers and plans during the meet and greet process. Councilmember Radford stated P&R is a complex department. He believes Interim Director Holm has grown within the department. He also believes promotion within is a good message to the City. It was then moved by Councilmember Freeman, seconded by Councilmember Radford, to confirm the appointment of PJ Holm as Director of the Parks and Recreation Department. Roll call as follows: Aye – Councilmembers Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried. Director Holm introduced his family. He expressed his appreciation for all the support.

Idaho Falls Police Department Facilities Evaluation Citizen Committee – Report and Recommendations:

Mayor Casper introduced Ms. Lee as Chair of the Committee. She believes members of the committee and the chair fall into the category of STP (same ten percent or same ten people) of people in a community that support and volunteer for a cause. She noted several personal hours and many levels of analysis have been put into the report by volunteers.

Chief Johnson noted the committee asked difficult questions and they challenged thoughts and ideas of the Idaho Falls Police Department (IFPD). He expressed his appreciation to the committee.

Ms. Lee stated this is not the first time discussion has occurred regarding a new facility although a new facility is a pressing need for the department. She quoted ‘People don’t buy what you do, they buy why you do it’. Ms. Lee stated we are fortunate to enjoy a high quality of life and thriving small community environment in the City that we, as a community, wish to preserve. The successes of the City are all inter-dependent on the successes of other programs, facilities, and, departments. If only one (1) program reaches the highest pinnacle of success the City as a whole will not succeed in supporting its citizens to the full potential. Growth is inevitable. Many infrastructure improvements, protection to access of water, Airport upgrades and expansion, fiber optic infrastructure, and, other quality of life services have been accomplished and are still occurring. New construction and growth should sustain or increase local growth through the building of additional facilities, the jobs construction brings, and, long-term jobs associated with those facilities. These largely federal government dollars should somewhat insulate the community. Enrollment at the College of Eastern Idaho (CEI) should also keep some of our youth in our community seeking local education. We also benefit from the growing medical community. As reported, the City of Idaho Falls is predicted to be #3 City in value of appreciation in the country. Growth affects policing of the City yet the IFPD is inhibited to produce new programs and policing methods due to physical space. Ms. Lee stated under the leadership of Chief Johnson, a five-year Strategic Plan has been developed for 2019-2024. A headquarters building is a key component of the Strategic Plan and would positively impact several of the five (5) pillars identified in the plan. A dedicated Police facility would foster growth and community outreach programs, support goal-staffing ratios, and, support the department’s technology goals. Ms. Lee stated the Police Department Facilities Evaluation Citizen Committee was formed in November 2018 to seek opinions and feedback from across a broad spectrum of the community. The task was to consider the department’s objective for a first ever dedicated Police headquarters for the City and to determine community benefits, associated costs, and, recommendations. Ms. Lee reiterated a similar citizens group was convened in 2007 and was tasked with the same purpose. The conclusion was similar although the concept was tabled and the project was halted due to the recession at that time. The department has worked within the constraints of their physical resources longer than they should have, which is the conclusion of the current committee. Although we enjoy overall safety, we are not immune to changes happening across the country. Increase in growth has the potential for increase in crime rates. Ms. Lee stated the committee met regularly between November 2018 and July 2019 with review of as much data as possible. In the ten-year period since the previous committee, the City population growth has increased 14%. The IFPD staffing has remained flat during this period. The department is looking at a ratio of 1.7 sworn officers per 1000 citizens by 2024. In order to accommodate further new hires additional office and operation space would need to be required. The IFPD has never had a dedicated independent facility. The main office is located in the Bonneville County Law Enforcement Building (LEB) with the City being a tenant. Ms. Lee reviewed additional locations. She stated some of these spaces are only available for a specific amount of time. The department is seeking to vacate all six (6) locations and to relocate into one (1) building. Currently, due to the same access as the courthouse, any guests need to be screened through the metal detector prior to entry. This is not a welcoming facility. Ms. Lee reviewed several rooms within the LEB that may be adjacent to each other and not sound proof, have insufficient ventilation, lack secure access, have insufficient space, have deficient laboratory facilities, etc. The department’s current space, going on 50 years, does not support modern policing work. The main space could not accommodate current or future needs and it does not make financial sense to renovate since the City does not own the building. Ms. Lee stated the committee unanimously decided a new facility was needed. She also stated an architect performed a preliminary review and recommended building a main building and a separate support building. The main building would be a hardened first responder facility and the support building would be intended to be more utilitarian. The separate buildings could reduce the cost. Ms. Lee stated the site selection was not considered in the committee process. Site selection would affect the structure and the cost although the committee believes keeping the site as close to downtown as possible would be ideal and better received in the community. Ms. Lee also stated funding was a concern and several options were discussed including self-funding, public bond, or, Certificate of Participation (COP) with the possibility of using Foregone funds. The City would reapprove a COP lease each year and could decide to vacate the space with no further recourse while keeping the equity that is earning in the building. Any delays of a facility could translate into higher costs. Ms. Lee stated with the continual rising costs the City could not continue to save for a future building and, any savings may not be earmarked by future Council. The concerns would continue to go unaddressed. Ms. Lee stated three (3) sub-committees addressed three (3) questions for the citizens: 1-where are we currently as a community; 2-how do the current facilities fall short and/or what are the current issues with the current facilities; and, 3-what opportunities would a common new facility bring to the

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community as well as the department. The first subcommittee looked at statistics including staff numbers. The second subcommittee reviewed detail regarding the state of the current facilities and the insufficiencies. The third subcommittee recognized the lack of an easily recognizable Police Department that is easily located by the citizens and, community members may need to go to the several locations which may cause confusion and frustration. An appropriate facility could also host community organizations and trainings. Ms. Lee stated there is a unanimous recommendation from the committee for the City to pursue a dedicated and consolidated Police headquarters facility to best serve our law enforcement, community, and, public safety needs of the City. Democracy is based on the philosophy that it is the responsibility of government to provide security, peace, economic development, and, resolution of conflict. The committee's 'Why' is to empower the Police Department in a space to foster responsible department growth, cutting-edge technology, and, in-house processing opportunities in support of preserving the quiet and safe lifestyle we enjoy. We cannot afford to fall behind in keeping our citizens safe. It is also the committees' recommendation that action be taken as soon as possible.

Mayor Casper introduced additional Committee Members: Dave Manson, Executive Director of the Community Food Basket; Steve Cannon, retired broadcaster and 20-year volunteer member at the IFPD; Stephanie Taylor-Silva, Idaho Department of Corrections Re-entry Specialist; Don Stevens, retired Idaho National Laboratory (INL) manager and member of the 2007 IFPD Citizens Review Committee (CRC); and, Ken Taylor, Certified Public Account, member of the 2007 IFPD CRC, and, former City Councilmember.

Councilmember Francis questioned if the architect would meet all recommendations included in the Strategic Plan. Chief Johnson stated all items are envisioned, although this will be valued engineered. Councilmember Dingman questioned digitizing the paper records process. Chief Johnson stated space storage is costly, there are multiple data bases and multiple file cabinets. He noted there is a plan to move from paper storage to digital storage. Councilmember Radford questioned the 'hardened' facility. Chief Johnson clarified there is no security for the current facility. The facility would be designed to be welcoming although landscaping could be designed around critical items (electrical boxes, etc.). Mayor Casper stated hardening would add to the cost of a building, this could also be more costly to retrofit current buildings versus new construction. Councilmember Freeman questioned results from 2007 CRC to current results. Mr. Taylor believed a new facility was needed at that time although he reiterated the recession. He indicated, following the current walk-through of the facility, he is ashamed as a former Councilmember that nothing was done at that time and that the facility is in the current condition. He believes the IFPD deserves better. Councilmember Hally believes the productivity is severely restricted and is impacting the security of the community. He indicated money had previously been set aside for a new facility, the money was used in the following year for other items. Councilmember Hally believes the facility is more deplorable now. He also believes the Council is kicking the can down the road at the expense of security. Councilmember Freeman questioned the committee tour of the facilities. Chief Johnson stated not all committee members toured all facilities. Facilities include the LEB, IFPD Training Annex, Special Weapons and Tactics (SWAT) facility, Melaleuca Building, the shooting range, Animal Control, Dispatch Center, City Annex B, previous Fire Station 1, and, several storage areas. Specialty vehicles are also stored at multiple locations. Councilmember Freeman expressed his concern for storage of ammunition. Chief Johnson described the entrance process for the shared LEB. He stated there is no general public meeting space for the community. Councilmember Smede stated, when newly elected, she could not locate the Police Station. Ms. Taylor-Silva believes the metal detectors are a barrier when trying to obtain assistance which affects her clients. Councilmember Dingman believes a briefing room is vital. She indicated no one would want to work in a facility with no work space. Mr. Taylor believes citizens would be appalled with a tour of the facility, he also believes education will be needed for those citizens who question a facility. Ms. Lee concurred. Mr. Stevens shared an experience of a young family witnessing officers handcuffing a citizen at the facility. He believes this should not be happening. He believes facilities are too far away and are disjointed. Mr. Stevens also shared a family member experience serving in law enforcement. He stated these are significant roles. Mr. Manson shared an experience of a facility in California, he believes this is an unfair ask of the Police and the public should be able to interact with officers. He reiterated the current facility is not an inviting place, is inadequate, and, is overdue. Mr. Cannon stated the Citizens Watch Patrol (CWP) is perceived as officers to the community. The CWP was formed following participating in the Citizens Police Academy (CPA). To him, this is personal. He believes there are no finer people than the IFPD. Councilmember Radford questioned comparisons of other facilities. Chief Johnson stated other

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facilities were compared, although there is difference of size so there was no comparable comparison. He briefly reviewed Bonneville County and Pocatello facilities. He stated he wants to do what's best for the community but least expensive as possible. He also stated, per previous conversations regarding several vacant sites, more money would be required to renovate these buildings than constructing a new building. Mr. Taylor commended Ms. Lee for her comprehensive data. Mayor Casper expressed her appreciation to Committee.

Christian Anderson, Zions Bank – Financing Models:

Mayor Casper reiterated the financing options: Self-financing, a bond scenario, or, COP. These options have evolved and developed within the State. Chief Johnson noted Mr. Anderson made a presentation at the Association of Idaho Cities (AIC) conference regarding bonding and COP. Mr. Anderson presented the following overview of funding options with general discussion throughout:

Key Issuance Participants:

- Bond Counsel
 - Oversees legal process for bond issuance
 - Prepares all legal documents relating to bond issuance, election, post-issuance compliance, etc.
 - Delivers bond opinion for benefit of bondholders
- Municipal Advisor
 - Maintains fiduciary duty to the insurer and helps protect the issuer's financial interest
 - Advises on structure, timing, terms, method of sale, elections, etc.
 - Should assist in selection of underwriters, purchasers, bond counsel, rating agencies, insurers, trustees, paying agents, etc.
- Underwriter
 - Markets the bonds for sale to potential investors
 - Makes an offer to purchase the issuer's bonds at rates set via competitive sale or negotiation

Councilmember Freeman questioned Zion's cost as a Municipal Advisor. Mr. Anderson stated the cost is based on a percentage of the transaction size if and when the transaction is successfully completed. The cost can be included in the transaction.

Mr. Anderson reviewed General Obligation Bonds: Maximum Term, 30 years; Vote, 66.67% supermajority; Purpose, capital projects as defined in ballot; Security, unlimited tax levy, full faith and credit; Source of Repayment, dedicated property tax levy; Capacity, limited to certain projects - 2% of assessable value; Idaho Bond Bank, eligible.

Mr. Anderson reviewed Bond Ballot Disclosures per Idaho Code, Section 34-439. He stated any bond for the current November election ballot would be time critical. Education would be needed for Council advocacy.

Mr. Anderson reviewed Certificates of Participation: Maximum Term, N/A - typically no more than 30 years; Vote, N/A; Purpose, any capital projects (could be tricky with renovations); Security, annual appropriation of underlying lease payments; Source of Repayment, unrestricted City revenues (once appropriated); Capacity, market dictates - no legal cap; Idaho Bond Bank, not eligible.

Annual appropriation lease basics:

- Year-to-year
 - No obligation unless City affirmatively renews leases (no automatic renewal)
 - One year at a time
- Termination
 - City may walk away in any year without penalty ("nonrenewal")
 - "Without penalty" is not necessarily "without consequence"

Mr. Anderson stated the City does not currently have a General Obligation Bond rating. The tax base would currently be \$3.8B with a General Obligation Bond. He noted the COPs are tax exempt.

Event of Nonrenewal:

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- City must vacate property at end of the current lease year
- Trustee attempts to re-lease facilities (investors take risk)
- Control eventually reverts back to City

Mr. Anderson reviewed the COP structure.

Mr. Anderson reviewed the Bond Issuance Process including the decision to finance and authorize; bond preparation; bond sale; and, closing. Mr. Anderson indicated bonds are currently at a good rate.

Mr. Anderson reviewed Municipal Bond Interest Rates - Bond Buyer Index for the previous ten (10) years. He reiterated bond rates are currently low, rates would be locked in for the entire project. Brief comments followed regarding interest rates.

Mr. Anderson reviewed General Obligation Bond Financing Scenarios for a \$25M Project Cost and \$30M Project Cost for 30 Years, 25 Years, and, 20 Years, including tax impact per \$100,000 taxable value. He also reviewed Annual Appropriation COP Financing Scenarios for a \$25M Project Cost and \$30M Project Cost for 30 Years, 25 Years, and, 20 Years, including revenue requirements. Mr. Anderson stated all issuance costs are included in these amounts.

Chief Johnson stated, per review, construction costs increase 8-10% each year.

Mayor Casper believes Foregone may need to be used for funding. She also believes there may be political risk and financial risk with any funding option. General comments and discussion followed. It was noted the fewer years of financing would be the most cost savings. Mayor Casper recommended analysis from the Municipal Services finance team with the COP versus Foregone and the General Obligation Bond. She stated the total amount of the project cannot be identified until a property is selected. She reiterated the committee recommendation to pursue a new facility without delay. There was consensus to not consider the November election for a potential bond. Councilmember Freeman believes there is the will of the Council to proceed as soon as possible.

There being no further business, the meeting adjourned at 11:42 a.m.

CITY CLERK

MAYOR

REGULAR

AGENDA:



MEMORANDUM

FROM: Municipal Services Department

DATE: Wednesday, September 4, 2019

RE: Regular Agenda, Bid IF-19-P, Purchase of One New Articulating Telescopic Aerial Device for Idaho Falls Power (Addition to Fleet)

Item Description

It is the recommendation of Municipal Services and the Idaho Falls Power Department to approve on the regular agenda the purchase of one new articulating telescopic aerial device from Altec Industries, Inc. for a total of \$122,195. The purchase request is to piggyback the purchase through the General Services Administration (GSA) contract number GS-30F-026GA.

Purpose

The purchase of an additional articulating telescopic aerial device supports the safety and growth community oriented result by providing safe and reliable equipment in the field for the Idaho Falls Power Fiber division.

Fiscal Impact / Financial Review

Funding to purchase the equipment is budgeted in the adopted 2019/20 Idaho Falls Power Fiber division equipment budget.

Legal Review

The City Attorney has reviewed and confirmed the piggyback purchase is within State Statute §67-2806.

Interdepartmental Review

Idaho Falls Power concurs with the award through centralized purchasing.

Recommended Action

It is the recommendation of Municipal Services and the Idaho Falls Power Department to purchase one new articulating telescopic aerial device from Altec Industries, Inc. for a total of \$122,195 (or take other action deemed appropriate).



☐ Economic



☐ Governance



☐ Growth



☐ Learning



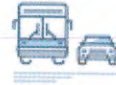
☐ Livable



☒ Safety



☐ Sustainability



☒ Transportation



Opportunity Number: 1243891
 Quotation Number: 548873-1
 GSA Contract #: GS-30F-026GA

GSA Piggyback
 Quoted for: City of Idaho Falls
 Customer Contact:
 Phone: XXX-XXX-XXXX Email:

Date: 8/21/2019

Quoted by: Brooklyn Russell
 Phone: (270) 505-1691 Email: brooklyn.russell@altec.com
 Altec Local Account Manager: Nicholas Browne

REFERENCE ALTEC MODEL

AT237S	Articulating Telescopic aerial device (Non-insulated)	\$ 107,616
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Per GSA Specifications in GSA Catalog plus Options below

(A.) GSA OPTIONS ON CONTRACT (Unit)

1		
2		

(A1.) GSA OPTIONS ON CONTRACT (General)

1	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	\$550
2	CH	Cone Holder, Fold Over Post Style	\$271
3	DLB	Directional Light Bar	\$1,399
4			
5			

GSA OPTIONS TOTAL: \$109,836
 GSA Piggyback Surcharge: \$1,000

(B.) OPEN MARKET ITEMS

1	UNIT	AT235P ILO AT237S	\$1,646
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL	Starbeam Remote Spotlight, Install OEM supplied backup camera	\$1,636
6	FINISHING		
7	CHASSIS	2020 F550 Extended Cab ILO Stock Chassis	\$4,727
8	OTHER		
9	DELIVERY		\$3,350

OPEN MARKET ITEMS TOTAL: \$11,359

TOTAL FOR UNIT/BODY/CHASSIS: \$122,195

(C.) OPTIONAL ITEMS (items are not included in total above - ADD as required)

1			
2			
3			
4			
5			

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

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

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

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

CHASSIS: Per Altec Commercial Standard

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

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

TERMS: Net 30 days

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

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

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

BUILD LOCATION CAGE: 670S8 - Elizabethtown, Kentucky

GENERAL CONTACT/INQUIRIES:



Quote Number: 548873 - 1
Altec, Inc.

August 21, 2019
Our 90th Year

Ship To:

CITY OF IDAHO FALLS
2530 HEMMERT
IDAHO FALLS, ID 83401
US

Attn:
Phone:
Email:

Bill To:

CITY OF IDAHO FALLS
ATTN CONTROLLER OFFICE
PO BOX 50220
IDAHO FALLS, ID 83405-0000
United States

Altec Quotation Number: 548873 - 1
Account Manager: Nicholas M. Browne
Technical Sales Rep: Brooklyn Ryan Russell

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC AT235P telescopic articulating Aerial Placer with an end mounted, hydraulically leveled, steel platform. Unit is designed for movement with a man aloft with voice communication between the cab and platform. Includes the following features: A. Ground to bottom of platform height: 35.0 feet B. Working height: 40.0 feet C. Maximum reach to edge of platform: 26.5 feet (at 12 foot platform height) D. Telescopic boom extension: 10 feet E. Noncontinuous rotation: 370 degrees F. Non-Insulating Aerial Device G. Total Combined Platform Capacity: 350 lbs. (300 lbs. bucket capacity plus 50 lbs. download) H. Side Load Rating: 400 lbs. Pulling arms are installed on each side of the platform and one (1) pulling eye assembly is included. Booms are structurally reinforced on both sides to withstand rated sideload. I. Articulating Arm: Articulation is from 0 to 90 degrees. J. Compensation System: The work position is achieved through a single function operation. K. Telescoping upper boom: Articulation is from -25 to 78 degrees. L. Hydraulic Leveling: Platform automatically maintains level during boom articulation through a hydraulic leveling system that requires no major preventive maintenance. M. Controls: Electric style controls activate hydraulic valve for aerial device operation. N. Hydraulic System: Open center system operating at 2.5 gpm and 2,200 psi O. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. P. Structural Warranty on all of the following applicable major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables. Q. Manuals: Two (2) operator and Maintenance/Parts manuals	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
2.	AT235P Unit Model	1	
3.	Pulling Eye Assembly for Boom Tip Application	1	
4.	Fairlead Assembly for Boom Tip Application Installed at the boomtip	1	
5.	Post mount pedestal 51.00 inch tall	1	
6.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	1	
7.	Single One (1) Man, Steel, Walk-in Platform; 24 x 30 x 42 inches. Includes dual boom tip receiver, two-way communication system, and door with latch and safety cable. The platform is galvanized to minimize corrosion and is designed to permit the temporary storage of a lasher. Hinge door SS ilo CS	1	
8.	Single handle joystick, proportional control system at the platform operates articulating arm raise/ lower, rotation, upper boom telescope, and upper boom raise/ lower. A trigger on the handle provides a safety interlock. Additional toggle switches operate engine start stop and hydraulic platform leveling. Lower controls are on a pendent mounted box and include electric toggle switches and a 'push to operate' master engage switch. Lower controls are installed in a body compartment unless otherwise specified.	1	
9.	Engine Start/Stop At Upper And Lower Controls	1	
10.	Secondary stowage system: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. Control is operated with a switch at the platform and lower controls stations. This feature allows the operator to completely stow the boom, and platform.	1	
11.	110 VAC Outlet At Platform	1	
12.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1	
13.	Dual Strobe Beacons, Amber LED With Brush Guard, Mounted On Unit Riser On individual upfitter switch	1	
14.	Powder coat unit Altec White.	1	

Unit & Hydraulic Acc.

15.	HVI-22 Hydraulic Oil (Standard).	9	
16.	Standard Pump For PTO	1	
17.	Hot shift PTO for automatic transmission	1	

Body

18.	132 Inch Small Aerial Body for an 84 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications:	1	
	A. Basic body fabricated from A40 grade 100% zinc alloy coated steel		
	B. All doors are full, double paneled, self-sealed with built-in drainage.		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
C.	Stainless steel hinge rods extend full length of door.		
D.	Door hinges are zinc alloy material attached with rivets		
E.	All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.		
F.	Heavy-gauge welded steel frame construction with smooth galvaneal floor.		
G.	All edges are either rolled or folded for strength and safety		
H.	Door header drip rail at top for maximum weather protection.		
I.	Neoprene or rolled fenders on wheel fender panels.		
J.	Steel treated for improved primer bond and rust resistance.		
K.	Automotive underseal applied to body.		
L.	Automotive type non-porous door seals mechanically fastened to the door facing		
M.	132 Inch Body Length		
N.	40 Inch Body Height (Standard)		
O.	94 Inch Body Width (Standard)		
P.	20 Inch Body Compartment Depth (Standard)		
Q.	Finish Paint Body Altec White At Body Manufacturer (Standard)		
R.	8 Inch Body Crossmembers (Standard)		
S.	6 Inch tall wood tailboard installed at the rear of body cargo area		
T.	No Compartment Lighting Supplied by the Body Manufacturer		
U.	Stainless Steel Rotary Paddle Latch With Lock (Standard)		
V.	Master Body Locking System (Standard)		
W.	One (1) Double-Capacity Chock Holder On Curbside Of Body		
X.	Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)		
Y.	Chains On Horizontal Doors		
Z.	No Hotstick Shelf Required		
AA.	No Hotstick Door Required		
AB.	B-Line Channel Included In All Compartments For Adjustable Shelves And Hooks		
AC.	1st Vertical Street Side (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
AD.	2nd Vertical Street Side (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
AE.	1st Horizontal Street Side (LH) - One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers		
AF.	Rear Vertical Street Side (LH) - Six (6) Fixed Locking Swivel Hooks, 1-4-1 Combination		
AG.	1st Vertical Curb Side (RH) - Seven (7) Adjustable Locking Swivel Hooks, 2-3-2 Combination		
AH.	1st Vertical Curb Side (RH) - Louvered Panel On Inside Cargo Wall		
AI.	1st Vertical Curb Side (RH) - One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers		
AJ.	2nd Vertical Curb Side (RH) - Four (4) Fixed Locking Swivel Hooks, 1-2-1 Combination		
AK.	1st Horizontal Curb Side (RH) - One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers		
AL.	1st Horizontal Curb Side (RH) - One (1) Fixed Shelf Installed On Bottom Of Compartment With Removable Dividers On 4 Inch Centers		
AM.	Rear Vertical Curb Side (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers.		
AN.	One (1) Small Grab Handle Installed On Curbside Side Pack At Rear		
AO.	38 Inch Tailshelf with Integrated Side Access Steps, One (1) Square Grab Handle, And Smooth Galvaneal Floor Installed at Rear of Body		

Body and Chassis Accessories

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
19.	ICC Underride Protection	1	
20.	Combination 2 Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1	
21.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
22.	Rear Torsion Bar Installed On Chassis	1	
23.	Timbren Springs for Front Suspension	1	
24.	Appropriate counterweight added for stability.	1	
25.	Rubber Belted Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
26.	Boom Rest for a Telescopic Unit	1	
27.	Mud Flaps With Altec Logo (Pair)	1	
28.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
29.	Lower control holder	1	
30.	Slope Indicator Assembly For Machine Without Outriggers	1	
31.	Post Style Cone Holder (Holds up to four 15"x15" large cones) To be 24"	1	
32.	Universal Sloped Aluminum Ladder Rack for Curbside Installation	1	
33.	Ladder Rack hold down (Quick-Lock) for sloped ladder racks. Lockable Standard	1	
34.	Inverter Storage In Remote Steel Enclosure, Located Outside Of Body Compartments With Provisions For Remote GFCI Receptacle In Curbside 1st Vertical	1	
35.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1	
36.	5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)	1	
37.	Triangular Reflector Kit, Installed	1	
38.	Vinyl manual pouch for storage of all operator and parts manuals	1	
39.	Rock Guards, Lexan, Installed Each Front Corner Of Body	1	
<u>Electrical Accessories</u>			
40.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
41.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear On own upfitter switch	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
42.	Directional Light Bar, Amber, LED, 42" Long Installed in tailshelf light channel with protective eyebrow	1	
43.	Remote Spot Light, Starbeam, Halogen, Dual Par 46 Bulbs, with Hard-Wired Joystick and Wireless Remote Post mounted SS front of body	1	
44.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1	
45.	7-Way Trailer Receptacle (Pin Type) Installed At Rear Pollak brand	1	
46.	Ford Upfitter Switches (Supplied With Chassis)	1	
47.	Inverter, 2000 Watt, Pure Sine Wave, 120 VAC (Sensata #MS2012G)	1	
48.	Inverter Wired Battery Hot with Dash Mounted Switch	1	
49.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure CS 1st Vertical	1	
50.	Power Distribution Module 6 Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	
51.	Install Chassis (OEM) Supplied Backup Camera in Final Assembly	1	
52.	Install secondary stowage system.	1	
53.	Voice Intercom Communication System, Two-Way, Hands Free, Installed Between the Platform and the Cab. One Speaker Mounted at the Boom Tip of the Unit and the Other Located in the Center Floor Board of the Chassis Cab.	1	
54.	Boom Out Of Stow Indicator For Lower Boom	1	
55.	PTO Indicator Light Installed In Cab	1	
56.	Battery Protection Device Installed To Turn Off Accessory Loads To Protect The Chassis Battery Wire Strobes And Inverter In Battery Hot Mode.	1	
57.	Overspeed Protection System installed in conjunction with hydraulic system. Limits vehicle speed to 7mph when hydraulic system is engaged.	1	

Finishing Details

58.	Powder Coat Unit Altec White	1	
59.	Finish Paint Body Accessories Above Body Floor Altec White	1	
60.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
61.	Apply Non-Skid Coating to all walking surfaces	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
62.	English Safety And Instructional Decals	1	
63.	Vehicle Height Placard - Installed In Cab	1	
64.	Placard, HVI-22 Hydraulic Oil	1	
65.	Stability test unit according to ANSI requirements.	1	
66.	Focus Factory Build	1	
67.	Delivery Of Completed Unit	1	
68.	Inbound Freight	1	
69.	AT235P FA Installation	1	
<u>Chassis</u>			
70.	Chassis	1	
71.	Altec Supplied Chassis	1	
72.	2020 Model Year	1	
73.	Ford F550	1	
74.	4x4	1	
75.	84 Clear CA (Round To Next Whole Number)	1	
76.	Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)	1	
77.	Chassis Cab	1	
78.	Ford 6.7L Power Stroke Diesel	1	
79.	Ford 10-Speed Automatic Transmission (w/PTO Provision)	1	
80.	GVWR 19,500 LBS	1	
81.	7,500 LBS Front GAWR	1	
82.	Spring Suspension	1	
83.	14,706 LBS Rear GAWR	1	
84.	Hydraulic Brakes	1	
85.	Park Brake In Rear Wheels	1	
86.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
87.	98R - Operator Commanded Regeneration (OCR)	1	
88.	No Idle Engine Shut-Down Required	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
89.	50-State Emissions	1	
90.	Clean Idle Certification	1	
91.	Ford 40 Gallon Fuel Tank (Rear)	1	
92.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1	
93.	AM/FM Radio	1	
94.	Backup Camera, OEM Supplied	1	
95.	Cruise Control	1	
96.	Keyless Entry	1	
97.	Power Door Locks	1	
98.	Power Windows	1	
99.	Block Heater	1	
100.	Running Boards (Supplied By Chassis OEM)	1	
101.	Snow Plow Package	1	

Additional Pricing

102.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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Unit / Body / Chassis Total	122,195.00
FET Total	0.00
Total	122,195.00

Altec Industries, Inc.

BY

Brooklyn Ryan Russell

Notes:



MEMORANDUM

FROM: Municipal Services Department

DATE: Tuesday, September 3, 2019

RE: Regular Agenda, Approval to Write-Off Unpaid Utility Service Accounts

Item Description

It is the recommendation of the Municipal Services Department to approve on the regular agenda, the write-off of unpaid utility service accounts for calendar year 2014 determined as uncollectible for a total of \$310,983.83 for approximately 770 utility accounts. The total includes accounts classified as bankruptcy at \$20,535.39; deceased at \$11,443.41 and incarcerated at \$1,725.23. The remaining balance of the accounts of \$277,279.80 has been determined as uncollectible following internal and outside collection agency efforts.

Purpose

The request to write-off the accounts is within the current City Service Delivery Account Write-Off Policy where:

- no payment has been posted to the account within a four-year/five-year period;
- the City's contracted collections agency determines that the account is uncollectable;
- the account is in the name of a deceased person with no known estate;
- the Finance division or Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection, or another business reason.

Last year the total approved write-off of utility accounts was \$349,319.40 for approximately 923 accounts for the 2013 calendar year.

Fiscal Impact / Financial Review

This year's request is \$38,335.57 less than last fiscal year. The Municipal Services Department, Idaho Falls Power and Public Works field operations group continues to make improvements to the utility customer standard operating procedures and, along with the outside collection agency, hold the expectation that write-off amounts will reduce.

Legal Review

This request is with the City Service Delivery Account Write-Off Policy approved by City Council in August, 2016.

Interdepartmental Review

Director Prairie (Idaho Falls Power) and Fredericksen (Public Works) have reviewed this request and have concurred with the recommendation.

Recommended Action

It is the recommendation of the Municipal Services Department to approve the write-off of unpaid utility service accounts in the amount of \$310,983.83 (or take other action deemed appropriate).



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation



MEMORANDUM

FROM: Municipal Services Department

DATE: Tuesday, September 3, 2019

RE: Regular Agenda, Approval to Write-Off Unpaid Ambulance Service Accounts

Item Description

It is the recommendation of the Municipal Services Department to approve on the regular agenda, the write-off of unpaid ambulance service accounts for the 2017 and 2018 calendar years determined as uncollectible following internal and outside collection agency efforts for a total of \$1,927,944.96. The total includes accounts for Medicare and Medicaid published rates reduced to the maximum allowable rates with Medicare at \$1,173,668.55 or 61% and Medicaid at \$568,484.19 or 29%. The remaining \$185,792.22 includes contractual at \$126,545.25 or 7% of the total request; deceased at \$51,366.84 or 3% of the total request; and hardships granted by the Ambulance Committee approved policy at \$7,880.13 or less than 1% of the total request.

Purpose

The request to write-off the accounts is within the current City Service Delivery Account Write-Off Policy where:

- no payment has been posted to the account within a four-year/five-year period;
- the City's contracted collections agency determines that the account is uncollectable;
- the account is in the name of a deceased person with no known estate;
- the Finance division or Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection, or another business reason.

Last year the total approved write-off of ambulance service accounts was \$4,397,679.80 for the calendar years 2014-2017.

Fiscal Impact / Financial Review

The Municipal Services Department and Fire Department Ambulance committee members continue to meet monthly as a committee and quarterly with outside collection agencies to monitor the collection processes.

Legal Review

This request is within the City Service Delivery Account Write-Off Policy approved by City Council in August, 2016.

Interdepartmental Review

Chief Nelson and Deputy Chief Day have reviewed this request and have concurred with the recommendation.

Recommended Action

It is the recommendation of the Municipal Services Department to approve the write-off of unallowable and unpaid ambulance service accounts in the amount of \$1,927,944.96 (or take other action deemed appropriate).



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation



MEMORANDUM

FROM: Municipal Services Department

DATE: Tuesday, September 10, 2019

RE: Regular Agenda, Approval of Contract of Sale to Purchase Land

Item Description

The Municipal Services Department recommends approval of the contract of sale to purchase the Idaho Livestock Commission Company of Bonneville County, Idaho, titled *Idaho Livestock Auction Company*.

Purpose

The total purchase price is \$675,000. This contract includes a clause for environmental testing and inspection of the property and the soil or other environmental considerations on the property. This section allows the City to determine, at its sole discretion, whether the property is acceptable to the City. If not, the City may terminate this agreement by delivering written notice to the seller no later than November 11, 2019. This will protect the city should ongoing environmental testing produce an unexpected result. Another feature of the agreement includes earnest money paid in the amount of \$10,000, of which 50% is non-refundable. The purchase of the land supports the good governance community oriented result by providing land for City growth as well as environmental sustainability.

Fiscal Impact / Financial Review

Funds to purchase the land are included in the 2018/19 budget for land acquisition.

Legal Review

Legal has reviewed the contract of sale and has found no irregularities in the contract as presented.

Interdepartmental Review

Both Municipal Services and the I FPD have worked together to arrive at acceptable terms for this property acquisition.

Recommended Action

The Municipal Services Department recommends approval of the contract of sale to purchase the Idaho Livestock Commission Company of Bonneville County, Idaho, titled *Idaho Livestock Auction*

Company for a total of \$675,000, including \$10,000 in earnest money of which 50% is non-refundable (or take other deemed appropriate).



☐ Economic



☒ Governance



☒ Growth



☐ Learning



☐ Livable



☐ Safety



☒ Sustainability



☐ Transportation

CONTRACT OF SALE

THIS CONTRACT OF SALE, made and entered into as of ____ this day of September, 2019, by the Idaho Livestock Commission Company of Bonneville County, Idaho (parcel 4 of the property being conveyed hereunder being titled in the name of Idaho Livestock Auction, Co.), hereinafter referred to as "Seller", and the City of Idaho Falls, Idaho, a municipal corporation of the state of Idaho, hereinafter referred to as "Buyer".

WITNESSETH:

In consideration of the mutual covenants set forth herein the parties agree as follows:

1. Sale.

Seller hereby agrees to sell to Buyer on the performance of the agreements of Buyer as hereinafter set forth, and to convey or cause to be conveyed by the legal owner or owners thereof by good and sufficient Grant Deed, free and clear of liens and encumbrances, excepting any liens or encumbrances that may have attached by reason of any act or deed of Buyer, or any lien or encumbrance to which this Contract of Sale is expressly made subject, the following described real property situate in Bonneville County, Idaho (the "Property"):

Parcel 1:

- a) All that part of Block 5 of Dwights Addition, according to the official plat thereof, filed in Book D of Plats at Page(s) 9, records of Bonneville County, Idaho, described as follows: Beginning at the Southwest corner of Lot 32 of Block 5; thence East along the South line of said Block 5 a distance of 150 feet to the Southeast corner of Lot 37; thence North along the East line of said Lot 37 and said East line produced a distance of 140 feet to the Southwest corner of Lot 9 of said block; thence East along a straight line parallel to the South line of Block 5 a distance of 150 feet to the Southeast corner of Lot 4; thence North along the East line of said Lot 4 a distance of 44 feet to a point thereon; thence West along a straight line parallel to said South line of Block 5 a distance of 150 feet to a point in the West line of said Lot 9; thence Southwesterly along a straight line a distance of 237.4 feet, more or less, to the point of beginning.
- b) All those parts of Block 1 and 4 of Dwights Addition, according to the official plat thereof, filed in Book D of Plats at Page(s) 9, records of Bonneville County, Idaho, and Vacated portions of College and Whittier Streets described as follows: Beginning at the point of intersection of the center line of vacated College Street with the West line of Emerson Avenue, said point being 30 feet

distant South, measured along the West line of said Emerson Avenue, from the Southeast corner of Block 4; thence North along said West line of Emerson Avenue a distance of 462.09 feet to a point thereon; thence Southwesterly along a straight line forming an angle of $65^{\circ}02'$ from the South to the Southwest with said West line of Emerson Avenue a distance of 13.12 feet to a point; thence Southwesterly along a straight line forming an angle of $23^{\circ}15'$ from the Southwest to the South with the last described line produced, a distance of 108.8 feet to a point; thence Southwesterly along a straight line forming an angle of $13^{\circ}27'$ from the Southwest to the South with the last described line produced a distance of 34.95 feet to a point; thence Southeasterly along a straight line forming an angle of $72^{\circ}21'$ from the Southwest to the Southeast with the last described line produced a distance of 14.8 feet to a point; thence East along a straight line forming an angle of $46^{\circ}00'$ from the Southeast to the East with the last described line produced, a distance of 11.0 feet to point; thence South at right angles a distance of 170.5 feet to a point; thence West at right angles a distance of 11.0 feet to a point; thence South along a straight line forming an angle of $88^{\circ}38'$ from East to South with the last described line a distance of 164.0 feet to a point in said center line of vacated College Street; thence East along said center line of vacated College Street a distance of 86.46 feet to the point of beginning.

Parcel 2:

That part of Lot 46 in Block 5 of Dwights Addition according to the official plat thereof, filed in Book D of Plats at Page(s) 9, records of Bonneville County, Idaho; more particularly described as follows: Beginning at the Northeast corner of Lot 46 in Block 5 of Dwights Addition, and running thence West 40.5 feet; thence South 124 feet; thence East 3.2 feet; thence North $36^{\circ}25'$ East 59.9 feet; thence North 75.8 feet to the point of beginning; being all of said Lot 46 lying North and West of U.S. Highway No. 191

Parcel 3:

Lots 1, 2, 3, 38, 39, 40, 41, 42, 43, 44 and 45 in Block 5 of Dwights Addition, according to the official plat thereof, filed in Book D of Plats at Page(s) 9, records of Bonneville County, Idaho.

Parcel 4:

The North half of said vacated portion of College Street, from Yellowstone Avenue to the East line of Emerson Avenue in the City of Idaho Falls, Bonneville County, Idaho, otherwise described as: Commencing at the point where the Westerly right of way line of Yellowstone Avenue intersects the South line of Block 5 of Capitol Hill Addition to the City of Idaho Falls, thence West along the South line of said Block 125 feet, more or less to the East right

of way line of Emerson Avenue, thence South 30 feet to the Center of College Street, thence East along the Center line of College Street to the Westerly right of way line of Yellowstone Avenue, thence Northerly along the Westerly line of Yellowstone Avenue to the point of beginning.

Parcel 5:

- a) All that portion of Whittier Street described as follows: Beginning at the Southwest corner of Block 4 of Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho and running thence East 371.1 feet along the South property line of said Block 4, to the West property line of the Yellowstone Highway, thence South 36°26' West 74.6 feet along the West property line of the Yellowstone Highway to the North property line of Block 5 of Capitol Hill Addition, thence West 326.7 feet along said North property line of said Block 5 to the Northwest corner of said Block 5, thence North 60 feet to the point of beginning.
- b) All that portion of the alley in Block 5 Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho described as follows to wit: Beginning at the Southwest corner of Lot 24 of Block 5 of Capitol Hill Addition, and running thence East 235.1 feet along the South property line of the North half of said Block 5 to the West line of the Yellowstone Highway, thence South 36°26' West 19.9 feet along the West line of Highway to the North property line of the South half of said Block 5, thence West 223.3 feet along the North property line of said South half of Block 5 to the Northwest corner of Lot 25 of said Block 5, thence North 16 feet to the point of beginning.

Parcel 6:

- a) Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37 in Block 4 of Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho.
- b) Also beginning at the Northwest corner of Lot 38 in Block 4 of Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho, and running thence East 137.8 feet to the Westerly line of the new Yellowstone Highway, thence South 36°25' West, 154.2 feet, thence West 46.1 feet to the Southwest corner of Lot 38, thence North 124 feet to the place of beginning, being all of Lot 38 and part of Lots 39, 40, 41, 42 and 43 lying West of said Yellowstone Highway in Block 4 of Capitol Hill Addition.

- c) Lots 16, 17, 18, 19,20,21, 22, 23, 24,25,26, 27, 28 and 29 in Block 5 of Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho.
- d) Also beginning at the Northwest corner of Lot 15 in Block 5 of Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho, and running thence East 101.7 feet to the Westerly line of the new Yellowstone Highway, thence South 36°25' West 154.3 feet, thence West 10.1 feet to the Southwest corner of said Lot 15, thence North 124 feet to the place of beginning, being that part of Lots 11,12,13, 14 and 15 in Block 5 of Capitol Hill Addition lying West of said new Yellowstone Highway.
- e) Also beginning at the Northwest corner of Lot 30 in Block 5 of Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho and running thence East 98.3 feet to the Westerly line of the new Yellowstone Highway, thence South 36°25' West 154.2 feet to the South line of said Block 5, thence West 6.6 feet to the Southwest corner of said Lot 30, thence North 124 feet to the place of beginning, being that part of Lots 30,31, 32 and 33 in Block 5 of Capitol Hill Addition lying West of said new Yellowstone Highway.

Parcel 7:

Lots 15, 16 and 17 in Block 4 of Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho.

Parcel 8:

A Leasehold interest in the Surface Rights only as disclosed by that certain Quit Claim Deed recorded on May 4, 1944 as Instrument No. 160496 In Book 49 of Deeds at page 135, described as follows: All that portion of the West half of Emerson Avenue extending from the North line of College Street to the South line of Elva Street, in the City of Idaho Falls, ID being all that certain parcel of land heretofore conveyed to Oregon Short Line Railroad by the City of Idaho Falls by vacation of Street ordinance No. 561 as supplemented by Quit Claim Deed dated June 18, 1943 recorded in Book 45 of Deeds at page 479 records of Bonneville Count, Idaho.

TOGETHER with all water rights appurtenant thereto.

SUBJECT to rights, interests or claims which may exist or arise by reason of the following matters disclosed by an inspection or survey: Overlaps and/or Encroachments of improvements with adjoining property to the North, West and South of said land.

ALSO SUBJECT to ditch, road and public utility easements as the same may exist over said premises.

ALSO SUBJECT to rights of the public in and to that portion of the premises lying within Yellowstone Avenue also shown as Yellowstone Highway and Northgate Mile.

ALSO SUBJECT to any easements or rights-of-way for public utilities, drainage or irrigation which may exist, over, under, across or upon that portion of subject property referenced herein as vacated street or alley, vacated by instrument number: 123694 In Book 36 of Deeds at page 452 (Affects Parcel 5).

ALSO SUBJECT to any easements or rights-of-way for public utilities, drainage or irrigation which may exist, over, under, across or upon that portion of subject property referenced herein as vacated street or alley, vacated by instrument number: 156495 in Book 49 of Deeds at page 479.

ALSO SUBJECT to the provisions contained in Warranty Deed, Recorded:
September 29, 1933,
Instrument No.: 224343.
In Book 88 of Deeds page 332

As follows: "Excepting from this grant and reserving unto the party of the first part, its successors and assigns forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by and any means or methods suitable to the party of the first part, its successors and assigns, both [sic] without entering upon or using the surface of the lands hereby conveyed and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the party of the second part, its successors and assigns." (Affects Parcel 1).

ALSO SUBJECT to any easements or rights-of-way for public utilities, drainage or irrigation which may exist, over, under, across or upon that portion of subject property referenced herein as vacated street or alley, vacated by instrument number: 288345 (Affects Parcel 4).

ALSO SUBJECT to any easements or rights-of-way for public utilities, drainage or irrigation which may exist, over, under, across or upon that portion of subject property referenced herein as vacated street or alley, vacated by instrument number: 1011417 (Affects Parcel 1).

ALSO SUBJECT to the interest of Oregon Short Line Railroad Company
Disclosed by Instrument
Recorded: November 19, 1999.
Instrument No.: 1011417.

As Follows: That portion of the Alley in Block 5 between the North line of Lot 40 and the South line of Lot 8 and the West line of Emerson Avenue; the South half of College Avenue from the Center line of vacated College Avenue to the North lines of Lots 1, 2 & 3 and all of North Emerson Avenue between the North line of Yellowstone Avenue to the South line of Elva Street (Affects Parcels 1,2&3).

ALSO SUBJECT to the interest of City of Idaho Falls in and to the Alley way in Block 4 of Capitol Hill Addition.

ALSO SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate sun/ey or inspection of the premises.

This sale shall not include any personal property on the premises including but not limited to motor vehicles, hay, office equipment, tractors, and livestock.

2. Payment and Purchase.

Buyer agrees to buy the Property and to pay Seller therefor the sum of SIX HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$675,000.00), in cash of the United States of America in the following manner:

- A. The amount of TEN THOUSAND DOLLARS (\$10,000.00) earnest money shall be paid to Alliance Title and Escrow as closing agent by Buyer upon the execution of this agreement.
- B. The balance of the purchase price in the amount SIX HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$665,000.00) shall be paid to Seller at closing. There shall be no interest charged on the unpaid balance of the purchase price from the date of the execution of this agreement to the date of closing.

3. Instruments of Conveyance.

On receipt of final payment under the terms of this Contract of Sale, Seller shall make, execute and deliver to Buyer a Grant Deed conveying the Property to Buyer, free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said Buyer. A copy of this Deed is attached hereto as Exhibit A.

4. Possession.

Seller shall be entitled to retain possession of the property up to and including December 31, 2019. Thereafter, Buyer shall have the right to the possession of the Property.

5. Apportionments.

All taxes and assessments upon the Property described in this Contract of Sale shall be prorated between the parties as of midnight, December 31, 2019. Seller shall pay all taxes and assessments levied upon the Property for the time prior to and including said date, and Buyer shall pay all such taxes levied upon the Property for the term after said date before the same become delinquent.

6. Closing Date.

The closing date at which time Buyer shall pay the full balance of the purchase price and Seller shall be on or before November 11, 2019. Seller shall retain possession of the property through December 31, 2019.

7. Closing Costs.

The cost of closing of escrow at Alliance Title and Escrow will be divided equally between the buyer and the seller. Title insurance and brokerage commission will be paid by Seller.

8. Right of Seller to Salvage Corrals, Holding Pens, Chutes, and Other Lumber from Premises.

Prior to the possession date, at sellers own expense, seller shall have the right to remove from the premises such portions of corrals, holding pens, chutes, and other lumber as seller shall choose. However, Seller shall have no obligation to remove such materials, nor to restore the premises to its prior condition after such removal.

9. Environmental Inspection

BUYER shall have the opportunity to conduct environmental testing and investigation of the Property and the soil or other environmental considerations on the Property. This Agreement is subject to BUYER's satisfaction of the results the Environmental Testing. Buyer shall have until November 8, 2019 to conclude its environmental testing and investigation of the property and soil.

If BUYER determines, in BUYER's sole discretion, that the Property is not acceptable to BUYER, BUYER may terminate this Agreement by delivering written notice to Seller by November 11, 2019, at 5:00 PM Mountain Standard Time. BUYER shall pay to Alliance Title and Escrow ten thousand dollars (\$10,000) in earnest

money. If this Agreement is terminated because the Property is not acceptable to BUYER, fifty percent (50%) of the earnest money shall be paid and released to SELLER and fifty percent (50%) shall be paid and released to BUYER.

The cost of any environmental testing, including a Phase 1 or Phase 2 Environmental Study, shall be at BUYER'S sole cost and expense.

10. Warranties and Disclaimers.

BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKES NO WARRANTIES IN REGARD TO ANY OF THE PROPERTY DESCRIBED HEREIN, EXPRESS OR IMPLIED TO BUYER, EXCEPT ANY WARRANTIES OF TITLE THAT MAY BE OTHERWISE CONTAINED IN THIS CONTRACT OF SALE. THERE IS NO WARRANTY GIVEN AS TO FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO MERCHANTABILITY AND BUYER IS ACQUIRING THE PROPERTY "AS IS."

SELLER SHALL HAVE NO OBLIGATION TO REMOVE ANY STRUCTURES, CORRALS, HOLDING PENS, CHUTES, OR OTHER ITEMS FROM THE PROPERTY OR CLEAN UP THE PROPERTY.

UNLESS BUYER EXERCISES ITS RIGHT TO TERMINATE PURSUANT TO PARAGRAPH 9 ABOVE, BUYER ACCEPTS THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY "AS IS."

11. Title Insurance.

Seller agrees at the time of the payment of the final balance of the purchase price to provide to Buyer at Seller's cost a standard form owner's title insurance policy from Alliance Title and Escrow in the amount of \$675,000.00 insuring title to the Property in Buyer, free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said Buyer, and excepting the usual printed exceptions contained in such policies of title insurance, and taxes and assessments for the current year, easements and rights of way of public record.

12. Default.

In case Buyer shall fail to promptly perform any covenant or agreement set forth herein or to do all things necessary and prerequisite to the confirmation of the sale set forth herein, Seller may declare a forfeiture of this Contract of Sale and any payments made by Buyer may be retained by Seller as liquidated damages and not as a penalty, or Seller may bring an action for specific performance of this Contract of Sale against Buyer to require and enforce full and complete performance by Buyer of the terms, covenants and conditions of this Contract of Sale as set forth herein, or

Seller shall be entitled to bring an action for breach of contract against Buyer for collection of all damages suffered by Seller as a result of the default and breach by Buyer, or Seller may pursue any other remedies available under the laws of the State of Idaho.

In the event Seller shall fail to promptly perform any covenant or condition set forth herein or to do all things necessary and prerequisite to the confirmation of the sale set forth herein, Buyer shall be entitled to bring an action for specific performance of this Contract of Sale against Seller to require and enforce full and complete performance by Seller of the terms, covenants and conditions of this Contract of Sale as set forth herein and shall be entitled to bring an action for breach of contract against Seller for collection of all damages suffered by Buyer as a result of the default and breach by Seller. Buyer may pursue any other remedy available under the laws of the State of Idaho.

13. Enforcement.

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

14. Binding Effect.

This Contract of Sale shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

15. Survival of Terms.

The terms and provisions of this Contract of Sale shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of this Contract of Sale shall not be merged out by the execution and delivery of the instruments of transfer and conveyance.

16. Waiver.

A waiver of any default or breach of any term of this Contract of Sale shall not be deemed to be a waiver of any simultaneous or subsequent breach of the same or any other term of this Contract of Sale. All waivers must be in writing and must be signed by Seller. No failure or delay of Seller to exercise any right or remedy hereunder shall operate as a waiver.

17. Integration of Agreement.

Seller and Buyer acknowledge that the terms of this Contract of Sale may vary from the terms contained in any earnest money agreement or any other preliminary agreements made prior to the execution of this Contract of Sale and may vary from any negotiations between the parties prior to the execution of this Contract of Sale. Seller and Buyer agree that the terms, covenants and conditions of this Contract of Sale shall supersede all such prior negotiations and agreements, that there are no other verbal promises, implied promises, agreements, stipulations, representations or warranties of any kind or nature, excepting those set forth in this Contract of Sale, and that this Contract of Sale shall be and is the final expression of the agreement of the parties and shall control. No modification of this Contract of Sale shall be valid unless in writing and executed by the parties to this agreement.

18. Severance and Validity.

In the event any provision of this Contract of Sale or any part thereof shall be determined by any Court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder or parts thereof, shall remain in full force and effect, and shall in no way be impacted, impaired or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

19. Monument

Buyer agrees that a monument can be placed on the property with a plaque stating the following, or some variation thereof: "Historical Site. This property was the location of the Idaho Livestock Auction from 1936-2019." The design, dimensions, and location of the monument will be mutually agreed upon the parties. All costs related to this monument will be the responsibility of Seller.

20. Approval by City Council.

The Parties agree that this Agreement must be approved and executed by the Council of the City of Idaho Falls, Idaho, to become effective.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the day and year first above written.

DATED this ____ day of ^{September}~~August~~, 2019.

**IDAHO LIVESTOCK COMMISSION
COMPANY**

CITY OF IDAHO FALLS, IDAHO




Patrick Skelton, President

Rebecca L. Noah Casper, Mayor

ATTEST:

ATTEST:


Phyllis Likes, Secretary

Kathy Hampton, City Clerk

Address: 21714 Encina Road
Topanga, CA 90290

Address: P.O. Box 50220
Idaho Falls, ID 83405

Telephone: Home – (310) 455-9512
Cell – (424) 425-5466

Telephone: (208) 612-8414

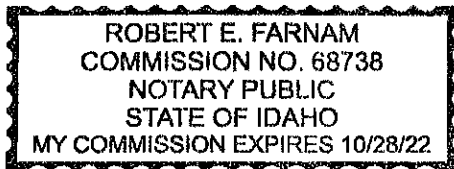
Email: patrickskelton@charter.net

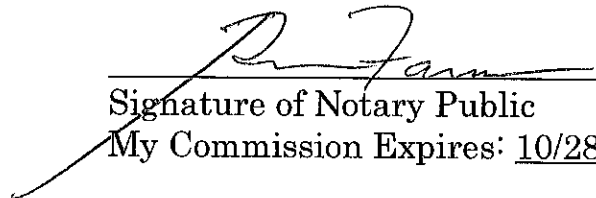
Email: IFCLerk@idahofallsidaho.gov

STATE OF IDAHO)
)ss.
County of Bonneville)

This record was acknowledged before me on the 3rd day of September, 2019, by Patrick Skelton, as President of Idaho Livestock Commission Company.

(stamp)





Signature of Notary Public
My Commission Expires: 10/28/2022

STATE OF IDAHO)
)ss.
County of Bonneville)

 This record was acknowledged before me on the _____ day of September,
2019, by Rebecca Casper, as Mayor of the City of Idaho Falls.

(stamp)

Signature of Notary Public

My Commission Expires: _____

PLEASE RETURN TO:

Robert E. Farnam, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
P.O. Box 50130
Idaho Falls, Idaho 83405

This area for Recorder's use only.

EXHIBIT A

GRANT DEED

THIS INDENTURE is made this _____ day of _____, 2019, between the Idaho Livestock Commission Company of Idaho Falls, County of Bonneville, State of Idaho, the "Grantor", and the City of Idaho Falls whose mailing address is PO Box 50220, Idaho Falls, Idaho 83405, the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's successors and assigns forever, all of the following described property in the County of Bonneville, State of Idaho, to-wit:

Parcel 1:

a) All that part of Block 5 of Dwights Addition, according to the official plat thereof, filed in Book D of Plats at Page(s) 9, records of Bonneville County, Idaho, described as follows: Beginning at the Southwest corner of Lot 32 of Block 5; thence East along the South line of said Block 5 a distance of 150 feet to the Southeast corner of Lot 37; thence North along the East line of said Lot 37 and said East line produced a distance of 140 feet to the Southwest corner of Lot 9 of said block; thence East along a straight line parallel to the South line of Block 5 a distance of 150 feet to the Southeast corner of Lot 4; thence North along the East line of said Lot 4 a distance of 44 feet to a point thereon; thence West along a straight line parallel to said South line of Block 5 a distance of 150 feet to a point in the West line of said Lot 9; thence Southwesterly along a straight line a distance of 237.4 feet, more or less, to the point of beginning.

b) All those parts of Block 1 and 4 of Dwights Addition, according to the official plat thereof, filed in Book D of Plats at Page(s) 9, records of Bonneville County, Idaho, and Vacated portions of College and Whittier Streets described as follows:

Beginning at the point of intersection of the center line of vacated College Street with the West line of Emerson Avenue, said point being 30 feet distant South, measured along the West line of said Emerson Avenue, from the Southeast corner of Block 4; thence North along said West line of Emerson Avenue a distance of 462.09 feet to a point thereon; thence Southwesterly along a straight line forming an angle of $65^{\circ}02'$ from the South to the Southwest with said West line of Emerson Avenue a distance of 13.12 feet to a point; thence Southwesterly along a straight line forming an angle of $23^{\circ}15'$ from the Southwest to the South with the last described line produced, a distance of 108.8 feet to a point; thence Southwesterly along a straight line forming an angle of $13^{\circ}27'$ from the Southwest to the South with the last described line produced a distance of 34.95 feet to a point; thence Southeasterly along a straight line forming an angle of $72^{\circ}21'$ from the Southwest to the Southeast with the last described line produced a distance of 14.8 feet to a point; thence East along a straight line forming an angle of $46^{\circ}00'$ from the Southeast to the East with the last described line produced, a distance of 11.0 feet to point; thence South at right angles a distance of 170.5 feet to a point; thence West at right angles a distance of 11.0 feet to a point; thence South along a straight line forming an angle of $88^{\circ}38'$ from East to South with the last described line a distance of 164.0 feet to a point in said center line of vacated College Street; thence East along said center line of vacated College Street a distance of 86.46 feet to the point of beginning.

Parcel 2:

That part of Lot 46 in Block 5 of Dwights Addition according to the official plat thereof, filed in Book D of Plats at Page(s) 9, records of Bonneville County, Idaho; more particularly described as follows: Beginning at the Northeast corner of Lot 46 in Block 5 of Dwights Addition, and running thence West 40.5 feet; thence South 124 feet; thence East 3.2 feet; thence North $36^{\circ}25'$ East 59.9 feet; thence North 75.8 feet to the point of beginning; being all of said Lot 46 lying North and West of U.S. Highway No. 191

Parcel 3:

Lots 1, 2, 3, 38, 39, 40, 41, 42, 43, 44 and 45 in Block 5 of Dwights Addition, according to the official plat thereof, filed in Book D of Plats at Page(s) 9, records of Bonneville County, Idaho.

Parcel 4:

The North half of said vacated portion of College Street, from Yellowstone Avenue to the East line of Emerson Avenue in the City of Idaho Falls, Bonneville County, Idaho, otherwise described as: Commencing at the point where the Westerly right of way line of Yellowstone Avenue intersects the South line of Block 5 of Capitol Hill Addition to the City of Idaho Falls, thence West along the South line of said Block 125 feet, more or less to the East right of way line of Emerson Avenue, thence South 30 feet to the Center of College Street, thence East along the Center line of College Street to the Westerly right of way line of Yellowstone Avenue, thence Northerly along the Westerly line of Yellowstone Avenue to the point of beginning.

Parcel 5:

a) All that portion of Whittier Street described as follows: Beginning at the Southwest corner of Block 4 of Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho and running thence East 371.1 feet along the South property line of said Block 4, to the West property line of the Yellowstone Highway, thence South $36^{\circ}26'$ West 74.6 feet along the West property line of the Yellowstone Highway to the North property line of Block 5 of Capitol Hill Addition, thence West 326.7 feet along said North property line of said Block 5 to the Northwest corner of said Block 5, thence North 60 feet to the point of beginning.

b) All that portion of the alley in Block 5 Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho described as follows to wit: Beginning at the Southwest corner of Lot 24 of Block 5 of Capitol Hill Addition, and running thence East 235.1 feet along the South property line of the North half of said Block 5 to the West line of the Yellowstone Highway, thence South $36^{\circ}26'$ West 19.9 feet along the West line of Highway to the North property line of the South half of said Block 5, thence West 223.3 feet along the North property line of said South half of Block 5 to the Northwest corner of Lot 25 of said Block 5, thence North 16 feet to the point of beginning.

Parcel 6:

a) Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37 in Block 4 of Capitol Hill Addition,

according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho.

b) Also beginning at the Northwest corner of Lot 38 in Block 4 of Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho, and running thence East 137.8 feet to the Westerly line of the new Yellowstone Highway, thence South $36^{\circ}25'$ West, 154.2 feet, thence West 46.1 feet to the Southwest corner of Lot 38, thence North 124 feet to the place of beginning, being all of Lot 38 and part of Lots 39, 40, 41, 42 and 43 lying West of said Yellowstone Highway in Block 4 of Capitol Hill Addition.

c) Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29 in Block 5 of Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho.

d) Also beginning at the Northwest corner of Lot 15 in Block 5 of Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho, and running thence East 101.7 feet to the Westerly line of the new Yellowstone Highway, thence South $36^{\circ}25'$ West 154.3 feet, thence West 10.1 feet to the Southwest corner of said Lot 15, thence North 124 feet to the place of beginning, being that part of Lots 11, 12, 13, 14 and 15 in Block 5 of Capitol Hill Addition lying West of said new Yellowstone Highway.

e) Also beginning at the Northwest corner of Lot 30 in Block 5 of Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 35, records of Bonneville County, Idaho and running thence East 98.3 feet to the Westerly line of the new Yellowstone Highway, thence South $36^{\circ}25'$ West 154.2 feet to the South line of said Block 5, thence West 6.6 feet to the Southwest corner of said Lot 30, thence North 124 feet to the place of beginning, being that part of Lots 30, 31, 32 and 33 in Block 5 of Capitol Hill Addition lying West of said new Yellowstone Highway.

Parcel 7:

Lots 15, 16 and 17 in Block 4 of Capitol Hill Addition, according to the official plat thereof, filed in Book C of Plats at

Parcel 8:

A Leasehold interest in the Surface Rights only as disclosed by that certain Quit Claim Deed recorded on May 4, 1944 as Instrument No. 160496 In Book 49 of Deeds at page 135, described as follows: All that portion of the West half of Emerson Avenue extending from the North line of College Street to the South line of Elva Street, in the City of Idaho Falls, ID being all that certain parcel of land heretofore conveyed to Oregon Short Line Railroad by the City of Idaho Falls by vacation of Street ordinance No. 561 as supplemented by Quit Claim Deed dated June 18, 1943 recorded in Book 45 of Deeds at page 479 records of Bonneville Count, Idaho.

TOGETHER with all water rights appurtenant thereto.

SUBJECT to rights, interests or claims which may exist or arise by reason of the following matters disclosed by an inspection or survey: Overlaps and/or Encroachments of improvements with adjoining property to the North, West and South of said land.

ALSO SUBJECT to ditch, road and public utility easements as the same may exist over said premises.

ALSO SUBJECT to rights of the public in and to that portion of the premises lying within Yellowstone Avenue also shown as Yellowstone Highway and Northgate Mile.

ALSO SUBJECT to any easements or rights-of-way for public utilities, drainage or irrigation which may exist, over, under, across or upon that portion of subject property referenced herein as vacated street or alley, vacated by instrument number: 123694 In Book 36 of Deeds at page 452 (Affects Parcel 5).

ALSO SUBJECT to any easements or rights-of-way for public utilities, drainage or irrigation which may exist, over, under, across or upon that portion of subject property referenced herein as vacated street or alley, vacated by instrument number: 156495 in Book 49 of Deeds at page 479.

ALSO SUBJECT to the provisions contained in Warranty Deed, Recorded: September 29, 1933,
Instrument No.: 224343.
In Book 88 of Deeds page 332

As follows: "Excepting from this grant and reserving unto the party of the first part, its successors and assigns forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by and any means or methods suitable to the party of the first part, its successors and assigns, both [sic] without entering upon or using the surface of the lands hereby conveyed and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the party of the second part, its successors and assigns." (Affects Parcel 1).

ALSO SUBJECT to any easements or rights-of-way for public utilities, drainage or irrigation which may exist, over, under, across or upon that portion of subject property referenced herein as vacated street or alley, vacated by instrument number: 288345 (Affects Parcel 4).

ALSO SUBJECT to any easements or rights-of-way for public utilities, drainage or irrigation which may exist, over, under, across or upon that portion of subject property referenced herein as vacated street or alley, vacated by instrument number: 1011417 (Affects Parcel 1).

ALSO SUBJECT to the interest of Oregon Short Line Railroad Company Disclosed by Instrument
Recorded: November 19, 1999.
Instrument No.: 1011417.

As Follows: That portion of the Alley in Block 5 between the North line of Lot 40 and the South line of Lot 8 and the West line of Emerson Avenue; the South half of College Avenue from the Center line of vacated College Avenue to the North lines of Lots 1, 2 & 3 and all of North Emerson Avenue between the North line of Yellowstone Avenue to the South line of Elva Street (Affects Parcels 1, 2 & 3).

ALSO SUBJECT to the interest of City of Idaho Falls in and to the Alley way in Block 4 of Capitol Hill Addition.

ALSO SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

ALSO SUBJECT to all real property taxes and assessments, all existing patent reservations, easements, rights of way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and

regulations, and all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD, the property and the appurtenances unto the Grantee, and to Grantee's successors and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Idaho Livestock Commission Company

By: _____

Name: Patrick Skelton

Title: President

ATTEST:

Phyllis Likes, Secretary

STATE OF IDAHO)
)ss.
County of Bonneville)

This record was acknowledged before me on the _____ day of _____, 2019, by Patrick Skelton, as President of Idaho Livestock Commission Company.

(stamp)

Signature of Notary Public
My Commission Expires: _____



MEMORANDUM

FROM: Bryce Johnson
DATE: Monday, August 26, 2019
RE: Council Agenda Item, Taxi Cab Inspections

Item Description

This is a change to the City Ordinance referencing who conducts taxi cab or public conveyance within the City of Idaho Falls.

Purpose

These changes would increase the safety of the passengers within the vehicles used for public conveyance by moving the inspections from police officers who have a limited knowledge of car mechanics to certified technicians who are trained to conduct vehicle inspections.

This also shifts the cost of inspection from the City of Idaho Falls to the business entity that conducts public conveyance and shifts the liability for the competence of the inspection from the City of Idaho Falls to the entity conducting the inspection.

Fiscal Impact / Financial Review

There is no fiscal impact to the City for this change.

Legal Review

Reviewed and edited by Legal Department

Interdepartmental Review

N/A

Recommended Action

IFPD recommends that the Council approve the proposed changes to the Public Conveyance Ordinance.



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☒ Safety



☐ Sustainability



☐ Transportation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 4, CHAPTER TO REQUIRE THAT MOTOR VEHICLE PUBLIC CONVEYANCES BE INSPECTED BY CERTIFIED MOTOR VEHICLE SERVICE AND REPAIR PROFESSIONALS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the safety of citizens and visitors to Idaho Falls is of the utmost importance to the Council; and

WHEREAS, persons providing public transportation services are charged with the care and safety of those within public conveyances, buses, courtesy vehicles, limousines, and taxicabs; and

WHEREAS, currently motor vehicle inspections for public conveyances, buses, courtesy vehicles, limousines, and taxicabs are performed by Idaho Falls Police Department officers; and

WHEREAS, the Council desires that motor vehicle professionals, who are familiar, knowledgeable, and experienced with the operation and maintenance of motor vehicles, ensure that the public conveyances utilized by persons providing public transportation are safe; and

WHEREAS, Council wishes to establish a requirement that a certified motor vehicle service and repair professional inspect the motor vehicles utilized for public transportation services within the City limits; and

WHEREAS, the Council believes that these improvements to the current public transportation ordinance meet the community standards of care and relationship to public transportation services.

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

SECTION 1. Title 4, Chapter 15, Section 2 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-15-2. Definitions.

For purposes of this Chapter, the following terms, phrases, and words shall have the following meanings:

- A. Bus. Any motor vehicle, other than a courtesy vehicle, limousine, public conveyance or taxicab, capable of seating ten (10) or more passengers, not including the operator, and used to carry passengers for hire.

B. Certified Inspector— a motor vehicle service or repair business that

1. has been certified, or employs professionals who have been certified, by the National Institute for Automotive Service Excellence (“ASE”) or by another nationally recognized organization that customarily certifies motor vehicle service or repair professionals, and
2. holds and maintains a general liability insurance policy of a minimum of one million dollars (\$1,000,000).

~~B.C.~~ B.—Courtesy Vehicle. Any motor vehicle, other than a bus, ~~limousine,~~ public conveyance, or taxicab, used primarily to transport persons ~~and baggage~~ to or from any hotel, motel, lodge or any other similar tourist accommodations.

~~C.D.~~ C.—Public Conveyance. Any vehicle, other than a bus, courtesy vehicle, ~~limousine,~~ or taxicab, used or offered on a regular or continuing basis, whether or not for hire, to transport persons within the City.

~~D.E.~~ D.—Public Transportation Operator. A person who provides a Public Transportation Service utilizing a bus, courtesy vehicle, public conveyance or taxicab.

~~E.F.~~ E.—Public Transportation Owner. A person who owns or has a financial or other property interest in a bus, courtesy vehicle, public conveyance, or taxicab.

~~F.G.~~ F.—Public Transportation Service. Engaging in the business of carrying or transporting any person(s) for compensation within twenty-five (25) miles of City limits, with or by means of a bus, courtesy vehicle, public conveyance or taxicab, by prearranged appointment, at hourly, daily, or weekly rates as agreed upon between the passenger and the motor vehicle operator or motor vehicle owner, and where such is not operating on a fixed route or not operating adjunct to a fixed route (such as Dial-A-Ride or paratransit).

~~G.H.~~ G.—Taxicab. Any motor vehicle, other than a bus, or courtesy vehicle, ~~or limousine,~~ used to carry passengers for hire.

SECTION 2. Title 4, Chapter 15, Section 8 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-15-8. Vehicle Inspection.

1. Annual Inspections -All motor vehicles to be utilized to provide Public Transportation shall have a vehicle inspection performed annually by a Certified Inspector at the expense of the Public Transportation Owner.
 - a. The Certified Inspector shall inspect the motor vehicle and document the results of the inspection on a form furnished by the Idaho Falls Police Department. The form shall include a pass or fail standard.

- b. The Certified Inspector shall provide a copy of the completed inspection form to the Idaho Falls Police Department and the motor vehicle's Public Transportation Operator or Public Transportation Owner.
2. Proof of Inspection - Public Transportation Owner shall maintain a copy of the motor vehicle's inspection form within the motor vehicle at all times.
3. City Issued Inspection Sticker - Upon receipt of
 - a. a completed and passing inspection form, and
 - b. a proof of license fee payment receipt

the Idaho Falls Police Department shall issue an inspection sticker to the Public Transportation Operator or Public Transportation Owner to be prominently affixed onto the motor vehicle's windshield. The sticker shall indicate an expiration date one year from the date of the inspection.
4. Additional Inspections - At any time there is reason to believe that a motor vehicle inspection is warranted, the Idaho Falls Police Department may require, at the expense of Public Transportation Owner, additional inspection. The Certified Inspector shall inspect the motor vehicle and document the additional inspection in the same manner as the annual inspection. The Public Transportation Owner may request and receive a new City Issued Inspection Sticker. The new sticker shall indicate an expiration date one year from the date from the date of the additional inspection.

~~The Chief of Police or designee shall inspect every motor vehicle to be utilized to provide Public Transportation Service prior to such use and at any time there is reason to believe that motor vehicle inspection is warranted.~~

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 4. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho,
this _____ day of _____, 2019.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 4, CHAPTER TO REQUIRE THAT MOTOR VEHICLE PUBLIC CONVEYANCES BE INSPECTED BY CERTIFIED MOTOR VEHICLE SERVICE AND REPAIR PROFESSIONALS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

FROM: Bryce Johnson

DATE: Monday, September 9, 2019

RE: Council Agenda Item, School Resource Officer Agreement

Item Description

Memorandum of Understanding (MOU) between District 91 and the Idaho Falls Police Department (IFPD) establishing each entity's obligation under the School Resource Officer (SRO) program.

Purpose

IFPD has provided sworn officers to work as SRO's within Idaho Falls School District #91. IFPD is pleased to continue the SRO services. This MOU is the same as last year's Council approved MOU with a change of dates to make it effective during the 2019-2020 school year. There is also the addition of one SRO bringing the total to four.

Fiscal Impact / Financial Review

There is a 50%/50% split with district 91 for the cost of the additional SRO. This funding was approved in the FY 2020 budget.

Legal Review

Reviewed by Legal Department

Interdepartmental Review

N/A

Recommended Action

IFPD recommends that the Council approve the MOU between IFPD and District #91.



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☐ Livable

☒ Safety

☐ Sustainability

☐ Transportation



IDAHO FALLS

SCHOOL RESOURCE OFFICER AGREEMENT

AGREEMENT, made effective the day 31st of August 2019, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation, P.O. Box 50220, Idaho Falls, Idaho 83405, (hereinafter "CITY"), and IDAHO FALLS SCHOOL DISTRICT NO. 91, a public corporation organized pursuant to the laws of the State of Idaho, 690 John Adams Parkway, Idaho Falls, Idaho 83401, (hereinafter "DISTRICT");

WITNESSETH:

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

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

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

NOW THEREFORE, it is hereby agreed as follows:

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

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

2. **Term of this Agreement.** The term of this Agreement shall commence on August 31, 2019 and shall terminate on August 31, 2020.
3. **Compensation.** In consideration for the services provided herein, the parties agree to the following compensation.

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

For Two (2) SRO's. The DISTRICT agrees to pay CITY an amount equal to fifty percent (50%) of each SRO's wages and fifty percent (50%) of the cost of each SRO's benefits, as hereinafter stated, for the entire term of this Agreement, irrespective of whether school is in session. In particular, DISTRICT shall pay CITY fifty percent (50%) of all compensation paid to all SRO's and fifty percent (50%) of each officer's FICA withholdings, PERSI withholdings and the premiums

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

All SRO's. DISTRICT will pay 100% of overtime earned by the SROs for school related activities. Overtime incurred from a criminal investigation or arrest will be paid 100% by CITY. Payment of DISTRICT's share of such wages and benefits shall be due no later than the 30th day of June during the term hereof, provided CITY sends an invoice to DISTRICT at least fifteen (15) days prior to such due date. Each invoice shall be for wages and benefits paid since August 31, 2019, or since the date of the last payment.

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

5. **Supervision and Direction of SROs.** DISTRICT shall have the right to generally assign work tasks to the SROs, provided the manner and means by which such work is performed shall be determined by CITY, in accordance with CITY's

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

6. **Uniforms and Equipment.** CITY will provide each SRO with all equipment, uniforms, weapons, communications equipment and other accessories as necessary to perform his/her duties and as are customarily supplied for police officers generally. Weapons and munitions that are stored in any SRO office will

be secured in lockers and safes provided by CITY. The control and security of SRO weaponry will be the responsibility of CITY. CITY will provide each SRO with a computer, network interface card and associated software capable of communicating with and through the CITY Records Management System.

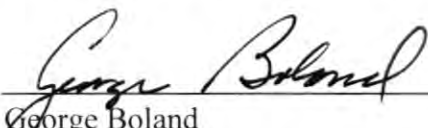
7. **Equipment Provided by District.** DISTRICT shall provide an office, desk, telephone and necessary office supplies for use by each SRO. DISTRICT will also provide an internet connection for use by each SRO.
8. **Liability Insurance; Waiver of Indemnification and Contribution Rights.** DISTRICT and CITY shall each be separately responsible to obtain and maintain their own policy of liability insurance for claims arising against either of them as a result of any act or omission by each SRO and neither shall have any obligation or duty to procure liability insurance for the other. To the fullest extent permitted by law and by the terms and conditions of both parties' general, police liability or errors and omissions insurance policies, each party waives, as against the other, any claim for indemnification or contribution arising out of any negligent act or omission by any SRO while acting within the course and scope of his duties whenever such act or omission causes property damage or personal harm, injury or death to a third party. To the extent such waiver is not allowed by any policy of one party, the waiver shall not be applicable to the other party.
9. **Complete Agreement.** This writing evidences the complete and final agreement of the parties and no prior statement, representation or understanding shall be assumed.

DATED this _____ day of August 2019.

CITY OF IDAHO FALLS, IDAHO

Rebecca Casper
Mayor

IDAHO FALLS SCHOOL DISTRICT NO. 91

By: 
George Boland
Superintendent



MEMORANDUM

FROM: Idaho Falls Police Department
DATE: Tuesday, September 10, 2019
RE: Regular Agenda, Police Department Lease Vehicle Program

Item Description

It is the recommendation of the Police Department to approve on the regular agenda, the municipal master lease agreement with The Bancorp of Kent, Washington for a not-to-exceed total of 40 law enforcement vehicles for the 2018/19 and 2019/20 fiscal years with two five-year lease terms.

Purpose

As discussed during the September 9 Work Session, past administrative practice was to contribute annual Municipal Equipment Replacement Funds (MERF) based on a ten-year or longer vehicle replacement schedule. However, this has resulted in an aged fleet with outdated law enforcement equipment and/or the ability to install up-to-date equipment for officer field use. The proposed lease agreement is specifically designed to provide a tax-free lease program to law enforcement agencies. Several state and national law enforcement agencies are accessing this lease agreement as an alternative to purchasing law enforcement vehicles in an effort to maintain acceptable number of fleet vehicle. The Police Department believes the master lease agreement provides a competitive package pricing for fully equipped law enforcement vehicles.

Fiscal Impact / Financial Review

Funds to pay for the leased vehicles are contained within the Police Department Municipal Equipment Replacement Fund (MERF). \$409,000 is available for fiscal year 2018/19 leasing and \$453,500 is available for fiscal year 2019/20 leasing.

Legal Review

The Bancorp municipal master lease agreement has been reviewed by Legal Services.

Interdepartmental Review

As the coordinator of the Municipal Equipment Replacement Fund (MERF), the Municipal Services Department was present during the Police Department's work session presentation.

Recommended Action

It is the recommendation of the Police Department to enter into separate law enforcement lease agreements with The Bancorp of Kent, Washington not to exceed a total of 40 law enforcement

vehicles for the 2018/19 and 2019/20 fiscal year with two separate five year lease terms (or take other action deemed appropriate).



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☒ Safety



☐ Sustainability



☐ Transportation

Draft



**MASTER LEASE AGREEMENT
MUNICIPAL**

The Bancorp Bank ("Lessor") with offices at 24437 Russell Rd, Ste 220, Kent, WA 98032 and the undersigned

Idaho Falls ("Lessee")
with offices at 605 North Capital Avenue, Idaho Falls, Idaho, 83402 hereby agree as follows:

1. **Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. Lessor will deliver to Lessee a Schedule reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
2. **Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
3. **Payments.** The monthly payment shall be due on the tenth day of the month following delivery of the vehicle(s). Subsequent lease payments will be due on the (10th) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
4. **Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Idaho, (the "State").
5. **Left blank intentionally.**
6. **Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peaceably surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
7. **Titling; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
8. **Other Duties Regarding Vehicles.** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.

9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder, and if Lessee receives notice of an assignment, Lessee will pay any assigned amounts as directed in the notice. ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.
10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the amortized depreciated value of the original value of the vehicle set forth in the Schedule and (c) sum of two (2) rent payments. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain physical damage insurance on the Vehicles. Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee can self-insure for physical damage coverage and liability up to the state limit. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Idaho law. Paragraph headings are for convenience only. Time is of the essence of this lease. **The parties waive any right to a jury trial in any related action. Any waiver must be in writing.**

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

Dated: _____

LESSEE Idaho Falls	Signature _____
ADDRESS 605 North Capital Avenue, Idaho Falls ID 83402	Signature _____
Signature _____	Signature _____
Signature _____	Signature _____
Signature _____	Signature _____
Signature _____	Signature _____
	LESSOR
	Signature _____
	Signature _____



MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Friday, September 6, 2019

RE: FY 2019-2020 Business Improvement District Management Agreement with Idaho Falls
Downtown Development Corporation

Item Description

For consideration at the regular Council meeting on September 12, 2019, is approval of the FY2019-2020 Business Improvement District (BID) Management Agreement with Idaho Falls Downtown Development Corporation (IFDDC). This agreement is updated annually before the beginning of the next Fiscal Year. It sets forth the responsibilities of IFDDC as the City's designated manager of the BID and the payment of collected BID funds to cover the costs of management. The agreement also includes a list of goals and projects for the upcoming year.

Purpose

The proposed agreement is related to the City's goals for good governance.

Fiscal Impact / Financial Review

NA

Legal Review

The Legal Department has reviewed the agreement.

Interdepartmental Review

NA

Recommended Action

Staff recommends the following actions:

1. To approve the FY2019-2020 Business Improvement District Management Agreement with Idaho Falls Downtown Development Agreement and give authorization for the Mayor to execute the necessary documents.



☐ Economic



☒ Governance



☐ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

MANAGEMENT AGREEMENT

THIS AGREEMENT, entered into by and between the CITY OF IDAHO FALLS, State of Idaho, a municipal corporation, hereinafter referred to as the “City,” P. O. Box 50020, Idaho Falls, Idaho 83405, and the IDAHO FALLS DOWNTOWN DEVELOPMENT CORPORATION, an Idaho non-profit corporation, 425 N Capital Ave, Idaho Falls, Idaho, 83402, hereinafter referred to as the “Corporation.”

WITNESSETH:

WHEREAS, the City, pursuant to Ordinance No. 3125 (the “Ordinance”), as authorized by Idaho Code Section 50-2601, *et seq.*, did establish a Business Improvement District, hereinafter referred to as the “DISTRICT,” and

WHEREAS, the Corporation was organized and established for the purpose of revitalizing the Idaho Falls Downtown area and operates primarily within the boundaries of the District as established by the Ordinance, and

WHEREAS, the Corporation is willing to and is capable of providing certain administration and management services to the City regarding operation of the District;

NOW, THEREFORE, for good and valuable consideration set forth herein, the parties agree as follows:

1. Pursuant to Idaho Code Section 50-2611, the City hereby retains the Corporation to provide certain management services as set forth in Exhibit A attached hereto, regarding the management and operation of the District. The Corporation warrants it has adopted By-Laws necessary to fulfill the terms of this Agreement and further covenants such administration complies with all applicable provisions of state and local law including, but not limited to, Chapter 26, Title

MANAGEMENT AGREEMENT

50, of the Idaho Code.

2. The principal office of the Corporation and registered agent thereof is presently located at 425 N Capital Ave, Idaho Falls, Idaho 83402, and all notices required by this Agreement to be sent to the Corporation shall be mailed to such office or such other address designated in writing by the Corporation to the City.

3. On or before May 1, 2020, the Corporation shall hold a public meeting for the purpose of allowing public comments and input regarding proposed projects, goals, objectives and expenditures of the District for the 2020/2021 fiscal year. Such meeting shall be open to all persons against whom assessments are levied under the Ordinance and all persons who own or operate businesses within the District. The Corporation shall mail a written notice of the meeting stating the date, time, place and purpose of the meeting to all such businesses not less than fifteen (15) days prior to the date of the meeting.

4. On or before June 1, 2020, the Corporation shall provide to the City a projection of anticipated revenues and recommended expenditures of the District for the 2020/2021 fiscal year of the City. The Corporation shall also establish and identify goals, objectives, projects and marketing and advertising campaigns for which BID revenues are to be utilized and shall simultaneously submit such information to the City. The City Council shall thereafter review such reports and recommendations and provide any comments or exceptions to the Corporation.

5. Upon receipt by the City of any appeal of any BID member of his or her assessment pursuant to Section 30 of the Ordinance, the City may forward the same to the Corporation. Upon receipt of such appeal, the Corporation shall forthwith review the appeal and make recommendations to the City Council regarding an appropriate disposition of the appeal.

MANAGEMENT AGREEMENT

6. The Corporation shall keep correct and complete books and records of accounts, shall keep minutes of the regular and special meetings of the Board of Directors of the Corporation and shall keep at the principal office a record of the names and addresses of all BID members. All books and records of the Corporation may be inspected by the City or its agents for any proper purpose at any time during normal business hours.

7. In consideration of the management services provided to the City by the Corporation, the City agrees to pay the Corporation the sum of \$85,000, due and payable as follows:

- a. The sum of \$25,000, due and payable on or before October 1, 2019;
- b. The sum of \$35,000, due and payable on or before January 1, 2020;
- c. The sum of \$25,500, due and payable on or before June 1, 2020.

Notwithstanding the foregoing, in the event the total amount of the assessments collected by the City under the Ordinance as of any of such due dates is insufficient to make such installment payments, the City shall have the obligation to remit only such amounts for which it has received sufficient revenues from assessments against business owners within the District. If the city thereafter receives further assessment payments, it shall thereafter remit, from time to time and as frequently as practical, amounts sufficient to cure such shortfalls. Further, in the event a court of competent jurisdiction holds the Ordinance to be invalid or unenforceable in any respect, then the City and the Corporation shall be released from any and all monetary obligations hereunder and this Agreement shall be deemed null and void.

8. The Corporation shall hire staff as determined by its Board of Directors to coordinate and assist in the administration of the operation of the District.

9. The City shall be responsible for billing and collecting all BID assessments and

MANAGEMENT AGREEMENT

accounting for all revenues to and expenditures of the District in collaboration with the County.

10. The term of this Agreement shall commence on October 1, 2019 and shall terminate on September 30, 2020. The parties may renew this Agreement by mutual consent provided notification of the desire to renew this contract shall be given not less than one hundred twenty (120) days prior to the execution of this proceeding contract term.

11. Whenever used in this Agreement and when required by the context, the singular number shall include the plural, gender shall include the masculine, feminine and/or neuter genders, as may be applicable, and persons shall include corporations, trusts, partnerships or other lawful associations of any kind.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on this _____ day of _____, 2019.

CITY OF IDAHO FALLS

IDAHO FALLS DOWNTOWN
DEVELOPMENT CORPORATION

By: _____
Rebecca Casper, Mayor

By: _____
Antonio Meza, Chair

MANAGEMENT AGREEMENT

EXHIBIT A

Idaho Falls Downtown Development Corporation

Mission:

Idaho Falls Downtown Development Corporation (IFDDC) advances our historical downtown as the regional center for commerce, culture and leisure activities for residents and visitors.

Organization:

The Idaho Falls Downtown Development Corporation is a non-profit 501 (c) (6) organization.

A Board of Directors of thirteen has volunteered to implement the goals to achieve the mission. General board meetings are open to the public and held the first Tuesday of every month at 8:30 a.m.

Objectives:

Idaho Falls Downtown Development Corporation Objectives:

1. **Promotion:** Enhance commercial district image development, work with special events and retail promotions, and work with the media.
2. **Economic restructuring:** Conduct a yearly market analysis, focus on business retention and recruitment, encourage real estate development.
3. **Organization:** Fund raising, volunteer recruitment, staff support, financial accounting and program promotion.
4. **Design:** Design education, architectural services, develop incentives for rehabilitation, and plan public improvements.
5. **Executive:** Consists of president, vice-president, secretary and treasurer from the Board of Directors whom oversees the budgeting, staffing, grants and operations of the corporation.

Goals:

The Idaho Falls Downtown Development Corporation has the following goals:

- Branding Downtown
- Business Recruitment & Retention
- Increase Downtown Visitors & Shoppers
- Community Feel Among Merchants & Building Owners
- Improve Broadway Corridor
- Identify Infrastructure Improvements

MANAGEMENT AGREEMENT

Downtown Projects:

The Idaho Falls Downtown Development Corporation has identified the following projects:

- Intersection re-striping per the Downtown Plan
- Public Art
- Alley improvements (i.e. lighting and seating in alley) per the Downtown Plan
- Power line undergrounding in conjunction with Idaho Falls Power

Marketing and Advertising Campaigns:

The Idaho Falls Downtown Development Corporation is promoting downtown by increasing the events held downtown. These events market the downtown businesses and area to those who attend. We have launched a Downtown Gift Certificate which can be used throughout downtown. We are also partnering with the Museum of Idaho to market their new exhibits while they in turn market the downtown to their customers. The events planned for 2020 - 2021 are:

- **October** – Ladies Shopping days, Fall into Fashion Runway Show, Crawlween
- **November** – FallBrew, Tree Lighting Ceremony, Shop Small Saturday
- **December** – Find Santa’s Puppy, Saturday Free Trolley Rides
- **January** – WinterBrew
- **March** – St Paddy’s Day on Park, Find the Easter Bunny
- **April** – SpringBrew
- **July** – Taste of Downtown
- **August** – Rodeo Kick-off Party
- **September** – OktoberFest

IFDDC Staff Goals

- New signage on Greenbelt (replace kiosk)
- Broadway signage
- Overall marketing plan/execution for IFDDC (social media, print, video)
 - Expand social media presence with Instagram
 - Develop #BeADowntowner hashtag with ambassadors
- Execute events successfully and meet financial goals
- Develop metrics for tracking success/failure and progress
- Explore and consider joining Main Street America Program
- Execute 3 Public Art Projects
- Execute beautification for downtown
- Research and find new grant opportunities for IFDDC
- Seek out tourism spots for marketing materials



MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Friday, September 6, 2019

RE: Ordinance Closing the Revenue Allocation Area for the Snake River Project Area

Item Description

For consideration at the regular Council meeting on September 12, 2019, an ordinance which closes and terminates the Revenue Allocation Area for the Snake River Project Area. This project area represents 30 years of successful redevelopment and urban renewal projects resulting in nearly \$200,000,000 increase in property valuations in the City's core. Notable projects have included the construction of Lindsay Boulevard, Utah Avenue, and Memorial Drive, Riverwalk improvements such as the Rock Gardens and west side path widening, assistance to Taylor Crossing, Renaissance Center, Broadway Ford, The Broadway, the Bonneville Hotel, Indian Motorcycle, Deseret book, Spring Hill Suites, Residence Inn, and the recent upgrades to downtown intersections and Broadway Streetscape. The Snake River Project Area has been used as a statewide example of how to properly develop and execute an urban renewal plan. The Idaho Falls Redevelopment Agency has worked to spend funds responsibly and effectively and is proud of the many accomplishments and projects within the project area.

Purpose

The proposed ordinance and urban renewal program is related to the City's goals for economic growth and vibrancy, good governance, and managed, well-planned growth and development.

Fiscal Impact / Financial Review

Following the closure of the project area, a check of remaining funds will be given to Bonneville County for redistribution to the various taxing entities including the City. The remaining funds are expected to be \$1,380,000. Further, with the district closed all taxes collected will go to the regular taxing entities and not the Idaho Falls Redevelopment Agency.

Legal Review

The Legal Department has reviewed the ordinance.

Interdepartmental Review

NA

Recommended Action

Staff recommends the following actions:

1. To approve the Ordinance terminating the Revenue Allocation Area for the Snake River Project Area, under the suspension of the rules requiring three complete and separate readings, and that it be read by title and published by summary.



☒ Economic



☒ Governance



☒ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, IMMEDIATELY TERMINATING THE REVENUE ALLOCATION AREA FOR THE SNAKE RIVER PROJECT AREA; REQUIRING DISTRIBUTION OF ANY SURPLUS DETERMINED TO EXIST PURSUANT TO SECTION 50-2909, IDAHO CODE; AUTHORIZING THE CITY CLERK OR THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS IDAHO FALLS REDEVELOPMENT AGENCY, TO FILE THE ORDINANCE, TOGETHER WITH THE BOUNDARY MAP, WITH THE OFFICE OF THE COUNTY RECORDER, THE COUNTY ASSESSOR, AND THE IDAHO STATE TAX COMMISSION AS PROVIDED IN SECTION 63-215, IDAHO CODE; PROVIDING THAT A COPY OF THIS ORDINANCE SHALL BE GIVEN TO EACH OF THE TAXING ENTITIES AFFECTED BY SAID REVENUE ALLOCATION AREA; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on the 6th day of July 1966, the City Council and Mayor of Idaho Falls, Idaho, respectively, created the Idaho Falls Redevelopment Agency (hereinafter “Agency”), authorizing it to transact business and exercise the powers granted by the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (the “Law”), upon making the findings of necessity required for creating said Agency;

WHEREAS, the City Council (“City Council”) of the city of Idaho Falls, Idaho (the “City”), on December 22, 1988, after notice duly published, conducted a public hearing on the Lindsay Boulevard Urban Renewal Plan (the “Urban Renewal Plan”);

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 1926 on December 23, 1988, approving the Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, on December 10, 1992, after notice duly published, conducted a public hearing on the Amended and Restated Urban Renewal Plan (the “Amended and Restated Urban Renewal Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2084 on December 10, 1992, approving the Amended and Restated Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, on November 14, 2002, after notice duly published, conducted a public hearing on the Second Amended and Restated Urban Renewal Plan (the “Second Amended and Restated Urban Renewal Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2467 on November 14, 2002, approving the Second Amended and Restated Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, on October 14, 2006, after notice duly published, conducted a public hearing on the First Amendment to the Second Amended and Restated Lindsay Boulevard Urban Renewal Plan, concerning the Downtown Addition (the “Downtown Addition”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2685 on December 14, 2006, approving the Downtown Addition and making certain findings;

WHEREAS, the Urban Renewal Plan, as amended and restated in 1992 and 2002, and as further amended in 2006, collectively will be referred to as the “Snake River District Plan;”

WHEREAS, the Snake River District Plan contains a revenue allocation financing provision pursuant to the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the “Act”);

WHEREAS, the termination date for this revenue allocation area, as set forth in the Snake River District Plan, is December 31, 2018, except for revenues to be received in 2019, as authorized pursuant to Idaho Code § 50-2905(7);

WHEREAS, a substantial portion of identified improvements and/or projects have been completed in the Snake River District Plan area;

WHEREAS, it is expected all of the expenses from any remaining projects and/or improvements to be completed under the Snake River District Plan are to be incurred and satisfied by the Agency’s current fiscal year ending September 30, 2019, with the exception of the reimbursement in an amount not to exceed \$150,000 to a property owner for basalt removal in conjunction with development of a private project in the Snake River District Plan Area, subject to certain terms and conditions. An estimate of the final year project costs and other administrative fees and costs are set forth in the Termination Plan and the Supplemental Termination Plan attached hereto as an attachment to Exhibit A and Exhibit B. The Termination Budget, as updated, is attached hereto as an attachment to Exhibit A and Exhibit B;

WHEREAS, the Agency does not intend to receive delinquent revenue allocation funds from delinquency tax payments due to the Agency that were levied for calendar year 2018 or earlier;

WHEREAS, the Agency will have sufficient funds on deposit for payment of all final project costs, including any cost overruns, and administrative fees;

WHEREAS, the Agency has reviewed the remaining improvements and/or projects and based on projected revenues and expenses of the Snake River District Plan, has determined there

are sufficient funds for payment of all final project costs and Agency expenses and has further determined the revenue allocation area can be terminated on or before December 31, 2019;

WHEREAS, pursuant to the attachments to Exhibit A and Exhibit B, the Agency estimates a surplus will be available for remittance to the County Clerk for distribution to the taxing districts on or before September 30, 2019;

WHEREAS, following the end of the fiscal year, the Agency will conduct a final accounting of the Snake River Project Area, which may result in an additional surplus disposition to the County Clerk for distribution to the taxing districts;

WHEREAS, the Agency on April 18, 2019, adopted Resolution No. 19-05 recommending the City Council adopt an ordinance terminating the revenue allocation area on or before December 31, 2019. A copy of Agency Resolution No. 19-05 is attached hereto as Exhibit A;

WHEREAS, the Agency on August 15, 2019, adopted Resolution No. 19-10 supplementing the information contained in Agency Resolution No. 19-05. A copy of Agency Resolution No. 19-10 is attached hereto as Exhibit B;

WHEREAS, a copy of the boundary map of the revenue allocation area is attached hereto as Exhibit C.

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

Section 1: That the above statements are true and correct.

Section 2: That the revenue allocation area contained in the Snake River District Plan, as more particularly shown in Exhibit C, is hereby terminated, consistent with the termination provisions set forth in the Act.

Section 3: That the tax year 2019 revenues from the increment value as levied upon within the revenue allocation area are not needed for the payment of any Agency indebtedness or Agency projects to be completed before September 30, 2019, with the exception of the reimbursement in an amount not to exceed \$150,000 to a property owner for basalt removal in conjunction with development of a private project in the Snake River District Plan Area, subject to certain terms and conditions.

Section 4: That any surplus funds will be remitted to the County Clerk prior to the end of the Agency's 2019 fiscal year on or before September 30, 2019, or following the final accounting of the Agency's 2019 fiscal year on or before April 1, 2020, to be distributed to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area. See I.C. 50-2909(4). Further, any other remaining funds in subsequent fiscal years received by the

Agency from delinquent taxes after September 30, 2019, shall be disbursed in the same manner each fiscal year.

Section 5: That a copy of this Ordinance shall be sent to and/or filed with the Bonneville County Assessor's Office, the County Auditor/Recorder, and the Idaho State Tax Commission, together with a boundary map, to provide notice of termination of the revenue allocation area in the Snake River District Plan by either the City Clerk or Agency representatives.

Section 6: At least one-half, plus one of the City Council members finding good cause, the City Council hereby dispenses with the rule that this Ordinance be read on three different days; two readings of which shall be in full, and have hereby adopted this Ordinance, having considered it at one reading.

Section 7: That this Ordinance shall be in full force and effect immediately upon its adoption, approval, and publication.

Section 8: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit D, is hereby approved.

Section 9: All ordinances, resolutions, orders, or parts thereof in conflict herewith are hereby repealed, rescinded, and annulled.

Section 10: SAVINGS CLAUSE: This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

PASSED by the City Council of the City of Idaho Falls, Idaho, on this ____ day of _____ 2019.

APPROVED by the Mayor of the City of Idaho Falls, Idaho, on this ____ day of _____ 2019.

Mayor Rebecca L. Noah Casper

ATTEST:

Kathy Hampton, City Clerk

EXHIBIT A

AGENCY TERMINATION RESOLUTION NO. 19-05

EXHIBIT B

AGENCY SUPPLEMENTAL TERMINATION RESOLUTION NO. 19-10

EXHIBIT C

REVENUE ALLOCATION AREA MAP

EXHIBIT D

TERMINATION ORDINANCE SUMMARY

4843-2886-6200, v. 3

RESOLUTION NO. 19-05

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS IDAHO FALLS REDEVELOPMENT AGENCY, MAKING CERTAIN FINDINGS THAT REVENUES ARE SUFFICIENT TO COVER ALL ESTIMATED AGENCY EXPENSES FOR FUTURE YEARS FOR THE URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA KNOWN AS THE SNAKE RIVER PROJECT AREA; ESTIMATING THE REMAINING PROJECT OBLIGATIONS AND COSTS; RECOMMENDING TO THE CITY COUNCIL THAT THE REVENUE ALLOCATION PROVISION FOR THE SNAKE RIVER PROJECT AREA BE TERMINATED; RECOMMENDING FURTHER THAT THE CITY COUNCIL PASS AN ORDINANCE TERMINATING THE REVENUE ALLOCATION PROVISION FOR SNAKE RIVER URBAN RENEWAL PROJECT PLAN AND RETURNING THE REVENUE ALLOCATION AREA TO THE REGULAR TAX ROLL EFFECTIVE TAX YEAR 2019; PROVIDING FOR THE PAYMENT OF DELINQUENT PROPERTY TAXES FOLLOWING TERMINATION; PROVIDING FOR PAYMENT OF CERTAIN EXPENSES FOR FISCAL YEARS 2019 AND 2020; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Idaho Falls, Idaho, also known as Idaho Falls Redevelopment Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), a duly created and functioning urban renewal agency for Idaho Falls, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council of the city of Idaho Falls, Idaho (the "City"), on December 22, 1988, after notice duly published, conducted a public hearing on the Lindsay Boulevard Urban Renewal Plan (the "Urban Renewal Plan");

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 1926 on December 23, 1988, approving the Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, on December 10, 1992, after notice duly published, conducted a public hearing on the Amended and Restated Urban Renewal Plan (the "Amended and Restated Urban Renewal Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2084 on December 10, 1992, approving the Amended and Restated Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, on November 14, 2002, after notice duly published, conducted a public hearing on the Second Amended and Restated Urban Renewal Plan (the "Second Amended and Restated Urban Renewal Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2467 on November 14, 2002, approving the Second Amended and Restated Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, on October 14, 2006, after notice duly published, conducted a public hearing on the First Amendment to the Second Amended and Restated Lindsay Boulevard Urban Renewal Plan, concerning the Downtown Addition (the "Downtown Addition");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2685 on December 14, 2006, approving the Downtown Addition and making certain findings;

WHEREAS, the Urban Renewal Plan, as amended and restated in 1992 and 2002, and as further amended in 2006, collectively will be referred to as the "Snake River District Plan;"

WHEREAS, the Snake River District Plan contained a revenue allocation financing provision pursuant to the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the "Act");

WHEREAS, the termination date for this revenue allocation area, as set forth in the Snake River District Plan, is December 31, 2018, except for revenues to be received in 2019, as authorized pursuant to Idaho Code § 50-2905(7);

WHEREAS, a substantial portion of identified improvements and/or projects have been completed in the Snake River District Plan area;

WHEREAS, the Agency expects all of the expenses from any remaining projects and/or improvements to be completed under the Snake River District Plan, and as identified in the Snake River District Termination Budget (FY2019) attached hereto as Exhibit B, to be incurred and satisfied by the Agency's current fiscal year ending September 30, 2019, with the exception of (1) possible cost overruns from current projects; and/or (2) unexpected construction delays. An estimate of the remaining project costs and other administrative fees and costs are set forth in the Termination Plan attached hereto as Exhibit A;

WHEREAS, the Agency will request the County Treasurer to not distribute to the Agency any Snake River District Plan revenue allocation funds from delinquency tax payments in calendar year 2020, or subsequent years, generated from the 2018 assessed values, or earlier. To the extent any Snake River District Plan revenue allocation funds are received by the Agency

in calendar year 2020, or later, the Agency will return those funds to the County Treasurer for distribution to the taxing districts;

WHEREAS, the Agency will have sufficient funds on deposit for payment of all final project costs and administrative fees;

WHEREAS, the Agency has reviewed the remaining improvements and/or projects and based on projected revenues and expenses of the Snake River District Plan, has determined there are sufficient funds for payment of all final project costs and Agency expenses and has further determined the revenue allocation area can be terminated on or before December 31, 2019;

WHEREAS, pursuant to Exhibit A, the Agency estimates a surplus will be available for remittance to the County Treasurer for distribution to the taxing districts on or before September 30, 2019;

WHEREAS, pursuant to Exhibit A, the Agency will acquire garage and surface parking in and around 560 West Broadway and 344 Memorial Drive, which will be immediately conveyed to the City on or before September 30, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE IDAHO FALLS REDEVELOPMENT AGENCY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Termination Plan attached hereto as Exhibit A is hereby approved and adopted by the Agency Board.

Section 3: That the revenue allocation area contained in the Snake River District Plan shall be terminated on or before December 31, 2019, consistent with the termination provisions set forth in the Act, allowing certain taxing entities to use the 2019 estimated assessed values above the adjusted base assessment roll for the Snake River District Project Area for their budgetary purposes, and further, those certain taxing entities may, for their budgetary purposes, take into account the difference between the increment value as of December 31, 2006, and the December 31, 2018, increment value for the Snake River District Project Area, which difference shall be added to the 2019 new construction roll, pursuant to Idaho Code § 63-301A(3)(g).

Section 4: That the Agency does not intend to take revenue allocation funds in calendar year 2020, generated from the 2019 assessed values, and the allocation of revenues under section 50-2908, Idaho Code, shall cease effective January 1, 2020.

Section 5: That all financial obligations have been terminated and/or provided for, and any outstanding obligations will be paid in full on or before September 30, 2019, with the exception of any reimbursement agreements or notes that have expired, terminated or cancelled on their own terms, project cost overruns from current projects, project costs for unexpected construction delays, and an allocation of administrative fees and costs.

Section 6: That any delinquent property taxes due to the Agency that were levied for calendar year 2018, or earlier, shall not be paid to the Agency, but shall be distributed by the County Treasurer to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.

Section 7: That any surplus will be remitted to the County Treasurer for distribution to the taxing districts prior to the end of the Agency's 2019 fiscal year on or before September 30, 2019, in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area. *See I.C. 50-2909(4).*

Section 8: That the Agency does hereby request that the City Council, pursuant to 50-2903(5), Idaho Code, adopt an Ordinance providing for the termination of the revenue allocation area in the Snake River District Plan, to be effective on or before December 31, 2019, and declaring that the tax year 2019 revenues from the increment value as levied upon within the revenue allocation area are not needed for the payment of any Agency indebtedness or Agency projects to be completed before September 30, 2019, and should flow to the respective taxing districts pursuant to Idaho law.

Section 9: That the garage and surface parking to be acquired by the Agency shall be transferred to the City on or before September 30, 2019, but in no event later than December 31, 2019. The Agency hereby authorizes the Agency Chair, Vice-Chair and/or Executive Director to execute any and all documents required to effectuate the transfer.

Section 10: That a copy of this Resolution be sent to the Bonneville County Assessor's Office, the County Auditor/Recorder and the Idaho State Tax Commission to provide notice of termination of the revenue allocation area in the Snake River District Plan.

Section 11: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the city of Idaho Falls, Idaho, on April 18, 2019. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this ____ day of April, 2019.

APPROVED;

By: 
Chair

ATTEST:

By: 
Secretary

EXHIBIT A

THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS IDAHO FALLS REDEVELOPMENT AGENCY

**TERMINATION PLAN FOR THE REVENUE ALLOCATION AREA ESTABLISHED IN
1988 BY THE LINDSAY BOULEVARD URBAN RENEWAL PLAN, AS SUBSEQUENTLY
AMENDED AND RESTATED, IN 1992 AND 2002, AND AS FURTHER AMENDED IN
2006, AND NOW REFERRED TO AS THE "SNAKE RIVER DISTRICT PLAN"**

The Urban Renewal Agency of Idaho Falls, Idaho, also known as Idaho Falls Redevelopment Agency (the "Agency") intends to terminate the revenue allocation area adopted at the time of the original adoption of the Lindsay Boulevard Urban Renewal Plan in 1988, as subsequently amended and restated in 1992 and 2002, and as further amended in 2006, and currently referred to as the Idaho Falls Snake River Urban Renewal Project Plan, the Downtown Addition (the "Snake River District Plan") for the Snake River Project Area. The termination date for this revenue allocation area as set forth in the Snake River District Plan is December 31, 2018; except for revenues to be received in 2019, as authorized pursuant to Idaho Code § 50-2905(7). The Agency has reviewed the projected revenues and expenses of the Snake River District Plan and has determined the revenue allocation area can be terminated by December 31, 2019, effective retroactive to January 1, 2019, as it relates to assessed values within the project area. As a result, the Agency does not intend to receive revenue allocation funds in calendar year 2020, generated from the 2019 assessed values, and the allocation of revenues under Idaho Code § 50-2908, shall cease effective January 1, 2020.

Intent Regarding Delinquencies:

The Agency will request the County Treasurer to not distribute to the Agency any Snake River District revenue allocation funds from delinquency tax payments in calendar year 2020, or subsequent years, generated from the 2018 assessed values, or earlier. To the extent any Snake River District revenue allocation funds are received by the Agency in calendar year 2020, or later, the Agency will return those funds to the County Treasurer for distribution to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on taxable property located within the revenue allocation area.

Fiscal Year 2019 Budget Summary:

The Agency expects all the expenses from any remaining projects to be completed under the Snake River District Plan, and as identified in the Snake River District Termination Budget (FY2019), Exhibit B to Resolution No. 19-05, to be incurred and satisfied by the Agency's current fiscal year ending September 30, 2019, with the exception of (1) possible cost overruns from current projects; and/or (2) unexpected construction delays. Additionally, there are administrative fees and costs due to termination that will be incurred during the Agency's next fiscal year (FY2020). Any remaining administrative fees and costs will be paid by other available Agency Funds. The Agency will have sufficient funds on deposit for payment of all final project costs, including any cost overruns, and administrative fees.

At this point, the Agency is anticipating there will be a surplus to be distributed back to the taxing districts, through the County Treasurer, prior to the end of the Agency's 2019 fiscal year, September 30, 2019, and a final small surplus may be distributed prior to the end of the Agency's 2020 fiscal year, September 30, 2020, upon the final accounting of the Snake River District Plan and Project Area. An estimate of the total surplus funds to be available for distribution on or before September 30, 2019, is \$888,003. Any available funds will be remitted to the County Treasurer to be distributed to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.

Parking Garage:

The Agency will acquire garage and surface parking in and around 560 West Broadway and 344 Memorial Drive, which will be immediately conveyed to the City on or before September 30, 2019.

Agency Owner Participation Agreements, Notes, Contracts, Licenses and Leases:

All owner participation agreements, notes, contracts, licenses, leases and other similar agreements in the Snake River District Project Area will be fully satisfied, expire on their own terms or will be terminated on or before September 30, 2019.

The Owner Participation Agreement By and Between the Idaho Falls Redevelopment Agency and Renaissance Partners, LLP, dated March 26, 2004, and the reimbursement obligation memorialized in the Participant Limited Recourse Promissory Note (Series 2004, Note), dated December 3, 2004, payable in the principal amount of \$4,042,000, with interest rate of five percent (5%) per annum, terminated as of December 31, 2018. The Agency has no obligation to make reimbursement payments to Renaissance Partners, LLP for revenue collected and paid to the Agency beyond December 31, 2018. As there continues to be a principal balance under the Note, the Agency made a reimbursement payment to Renaissance Partners, LLP, in and around February 2019, and will make a second and final reimbursement payment in July 2019. Upon preparation of an accounting on this Note it was discovered reimbursement to Renaissance Partners, LLP, stemming from four parcels had not occurred since 2015. As a result, an additional payment was made to Renaissance Partners, LLP, in the amount of \$45,269.86. Beyond those set forth above, there will not be any further payments made to Renaissance Partners, LLP.

IDAHO FALLS REDEVELOPMENT AGENCY SNAKE RIVER DISTRICT REVISED TERMINATION BUDGET FOR FY2019

Updated to reflect April 2019, through fiscal year-end September 30, 2019

	SNAKE RIVER REVENUE ALLOCATION FUND REVISED FY19 BUDGET
REVENUES:	
REVENUE ALLOCATION FUND BALANCE 4/17/19	\$ 3,133,603
Includes interest income and proceeds from sale of real property	
REVENUE ALLOCATION FUND RECEIPTS JULY 2019 (Estimated)	700,000
TOTAL REVENUES	<u>3,833,603</u>
EXPENDITURES:	
PROFESSIONAL FEES	65,000
CITY ADMINISTRATION	65,000
AUDIT FEES	7,500
INSURANCE	2,300
OFFICE & DUES EXPENSE	10,700
LEASES	3,100
RENAISSANCE PARTNERS OPA	
July Reimbursement	80,000
CAPITAL PROJECTS	
Broadway Plaza Parking	1,300,000
Tru Hotel Rock Removal and Bridge	390,000
IFDDC Intersection Improvements	247,000
IFDDC Broadway Streetscape Improvements	525,000
IFDDC Parking Infrastructure	100,000
Dr. Lee Office Rock Removal	150,000
Capital Projects Total	
TOTAL EXPENDITURES	<u>2,945,600</u>
EXPENDITURES UNDER (OVER) REVENUES	<u>888,003</u>

EXHIBIT A

THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS IDAHO FALLS REDEVELOPMENT AGENCY

TERMINATION PLAN FOR THE REVENUE ALLOCATION AREA ESTABLISHED IN 1988 BY THE LINDSAY BOULEVARD URBAN RENEWAL PLAN, AS SUBSEQUENTLY AMENDED AND RESTATED, IN 1992 AND 2002, AND AS FURTHER AMENDED IN 2006, AND NOW REFERRED TO AS THE “SNAKE RIVER DISTRICT PLAN”

The Urban Renewal Agency of Idaho Falls, Idaho, also known as Idaho Falls Redevelopment Agency (the “Agency”) intends to terminate the revenue allocation area adopted at the time of the original adoption of the Lindsay Boulevard Urban Renewal Plan in 1988, as subsequently amended and restated in 1992 and 2002, and as further amended in 2006, and currently referred to as the Idaho Falls Snake River Urban Renewal Project Plan, the Downtown Addition (the “Snake River District Plan”) for the Snake River Project Area. The termination date for this revenue allocation area as set forth in the Snake River District Plan is December 31, 2018; except for revenues to be received in 2019, as authorized pursuant to Idaho Code § 50-2905(7). The Agency has reviewed the projected revenues and expenses of the Snake River District Plan and has determined the revenue allocation area can be terminated by December 31, 2019, effective retroactive to January 1, 2019, as it relates to assessed values within the project area. As a result, the Agency does not intend to receive revenue allocation funds in calendar year 2020, generated from the 2019 assessed values, and the allocation of revenues under Idaho Code § 50-2908, shall cease effective January 1, 2020.

Intent Regarding Delinquencies:

The Agency will request the County Treasurer to not distribute to the Agency any Snake River District revenue allocation funds from delinquency tax payments in calendar year 2020, or subsequent years, generated from the 2018 assessed values, or earlier. To the extent any Snake River District revenue allocation funds are received by the Agency in calendar year 2020, or later, the Agency will return those funds to the County Treasurer for distribution to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on taxable property located within the revenue allocation area.

Fiscal Year 2019 Budget Summary:

The Agency expects all the expenses from any remaining projects to be completed under the Snake River District Plan, and as identified in the Snake River District Termination Budget (FY2019), Exhibit B to Resolution No. 19-05, to be incurred and satisfied by the Agency’s current fiscal year ending September 30, 2019, with the exception of (1) possible cost overruns from current projects; and/or (2) unexpected construction delays. Additionally, there are administrative fees and costs due to termination that will be incurred during the Agency’s next fiscal year (FY2020). Any remaining administrative fees and costs will be paid by other available Agency Funds. The Agency will have sufficient funds on deposit for payment of all final project costs, including any cost overruns, and administrative fees.

At this point, the Agency is anticipating there will be a surplus to be distributed back to the taxing districts, through the County Treasurer, prior to the end of the Agency's 2019 fiscal year, September 30, 2019, and a final small surplus may be distributed prior to the end of the Agency's 2020 fiscal year, September 30, 2020, upon the final accounting of the Snake River District Plan and Project Area. An estimate of the total surplus funds to be available for distribution on or before September 30, 2019, is \$888,003. Any available funds will be remitted to the County Treasurer to be distributed to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.

Parking Garage:

The Agency will acquire garage and surface parking in and around 560 West Broadway and 344 Memorial Drive, which will be immediately conveyed to the City on or before September 30, 2019.

Agency Owner Participation Agreements, Notes, Contracts, Licenses and Leases:

All owner participation agreements, notes, contracts, licenses, leases and other similar agreements in the Snake River District Project Area will be fully satisfied, expire on their own terms or will be terminated on or before September 30, 2019.

The Owner Participation Agreement By and Between the Idaho Falls Redevelopment Agency and Renaissance Partners, LLP, dated March 26, 2004, and the reimbursement obligation memorialized in the Participant Limited Recourse Promissory Note (Series 2004, Note), dated December 3, 2004, payable in the principal amount of \$4,042,000, with interest rate of five percent (5%) per annum, terminated as of December 31, 2018. The Agency has no obligation to make reimbursement payments to Renaissance Partners, LLP for revenue collected and paid to the Agency beyond December 31, 2018. As there continues to be a principal balance under the Note, the Agency made a reimbursement payment to Renaissance Partners, LLP, in and around February 2019, and will make a second and final reimbursement payment in July 2019. Upon preparation of an accounting on this Note it was discovered reimbursement to Renaissance Partners, LLP, stemming from four parcels had not occurred since 2015. As a result, an additional payment was made to Renaissance Partners, LLP, in the amount of \$45,269.86. Beyond those set forth above, there will not be any further payments made to Renaissance Partners, LLP.

NOTICE OF PUBLIC HEARING

PROPOSED BUDGET FOR FISCAL YEAR 2018-2019 IDAHO FALLS REDEVELOPMENT AGENCY

A public hearing pursuant to Idaho Code 50-1002, will be held for consideration of the proposed budget for the fiscal year beginning October 1, 2018 through September 30, 2019. The hearing will be held in the City Council Chambers in the City Annex Building, 680 Park Avenue, Idaho Falls, Idaho at **12:00 p.m. on Thursday, August 16, 2018**. All interested persons are invited to appear and provide comments regarding the proposed budget. Copies of the proposed budget are available at the City of Idaho Falls Controller's office during regular office hours (8:00 a.m. to 5:00 p.m. weekdays). The Council Chambers at the City Hall Annex are accessible to persons with disabilities. Anyone desiring accommodations for disabilities related to the budget documents or the hearing, please contact the City Controller's office at 612-8230 at least 48 hours prior to the public hearing. The proposed FY 2018 budget is shown below as FY 2018 proposed expenditures and revenues.

Fund Name	PROPOSED EXPENDITURES		
	FY 2017	FY 2018	FY 2019
	Actual Expenditures	Budget Expenditures	Proposed Expenditures
Snake River Revenue Allocation Fund			
General & Administrative	\$ 107,500	\$ 135,700	\$ 155,800
Owner Participation Agreements	295,373	400,000	300,000
Capital Improvements	2,467,539	5,700,000	5,668,289
Fund Total	<u>2,870,412</u>	<u>6,235,700</u>	<u>6,124,089</u>
River Commons Revenue Allocation Fund			
General & Administrative	11,767	12,300	12,200
Owner Participation Agreements	705,483	650,000	750,000
Capital Improvements	-	650,000	370,000
Fund Total	<u>717,250</u>	<u>1,312,300</u>	<u>1,132,200</u>
Pancheri Yellowstone Revenue Allocation Fund			
General & Administrative	2,300	5,100	6,750
Capital Improvements	-	650,000	730,000
Fund Total	<u>2,300</u>	<u>5,100</u>	<u>736,750</u>
Eagle Ridge Revenue Allocation Fund			
General & Administrative	48	10,600	10,750
Capital Improvements	-	1,150,000	30,000
Fund Total	<u>48</u>	<u>1,160,600</u>	<u>40,750</u>
Jackson Hole Junction Revenue Allocation Fund			
General & Administrative	-	10,600	10,750
Capital Improvements	-	-	30,000
Fund Total	<u>-</u>	<u>10,600</u>	<u>40,750</u>
Total All Expenditures	<u>\$ 3,590,010</u>	<u>\$ 8,724,300</u>	<u>\$ 8,074,539</u>

Fund Name	ESTIMATED REVENUES		
	FY 2017	FY 2018	FY 2019
	Actual Revenues	Budget Revenues	Proposed Revenues
Property Tax Revenue			
Snake River Revenue Allocation Fund	\$ 2,267,451	\$ 2,200,000	\$ 2,400,000
River Commons Revenue Allocation Fund	945,125	850,000	1,100,000
Pancheri Yellowstone Revenue Allocation Fund	94,820	115,000	100,000
Eagle Ridge Revenue Allocation Fund	39,421	35,000	35,000
Jackson Hole Junction Revenue Allocation Fund	-	-	-
Total Property Tax Revenue	<u>3,346,817</u>	<u>3,200,000</u>	<u>3,635,000</u>
Revenue Sources Other Than Property Taxes			
Snake River Revenue Allocation Fund	46,023	15,000	232,000
River Commons Revenue Allocation Fund	3,822	1,000	2,500
Pancheri Yellowstone Revenue Allocation Fund	4,823	1,000	1,000
Eagle Ridge Revenue Allocation Fund	-	-	-
Jackson Hole Junction Revenue Allocation Fund	-	-	-
Fund Balance Carryover	<u>188,525</u>	<u>5,507,300</u>	<u>4,204,039</u>
Total Other Revenue Sources	<u>243,193</u>	<u>5,524,300</u>	<u>4,439,539</u>
Total Revenues-All Funds	<u>\$ 3,590,010</u>	<u>\$ 8,724,300</u>	<u>\$ 8,074,539</u>

The proposed expenditures and revenues for the fiscal year 2018-2019 have been tentatively approved by the Idaho Falls Redevelopment Agency Board of Directors on July 19, 2018. Publication dates for the notice of the public hearing are August 05, 2018 and August 12, 2018.

IDAHO FALLS REDEVELOPMENT AGENCY

SNAKE RIVER DISTRICT

REVISED TERMINATION BUDGET FOR FY2019

Updated to reflect April 2019, through fiscal year-end September 30, 2019

	SNAKE RIVER REVENUE ALLOCATION FUND REVISED FY19 BUDGET
REVENUES:	
REVENUE ALLOCATION FUND BALANCE 4/17/19	\$ 3,133,603
Includes interest income and proceeds from sale of real property	
REVENUE ALLOCATION FUND RECEIPTS JULY 2019 (Estimated)	700,000
TOTAL REVENUES	3,833,603
EXPENDITURES:	
PROFESSIONAL FEES	65,000
CITY ADMINISTRATION	65,000
AUDIT FEES	7,500
INSURANCE	2,300
OFFICE & DUES EXPENSE	10,700
LEASES	3,100
RENAISSANCE PARTNERS OPA	
July Reimbursement	80,000
CAPITAL PROJECTS	
Broadway Plaza Parking	1,300,000
Tru Hotel Rock Removal and Bridge	390,000
IFDDC Intersection Improvements	247,000
IFDDC Broadway Streetscape Improvements	525,000
IFDDC Parking Infrastructure	100,000
Dr. Lee Office Rock Removal	150,000
Capital Projects Total	
TOTAL EXPENDITURES	2,945,600
EXPENDITURES UNDER (OVER) REVENUES	888,003

RESOLUTION NO. 19-10

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO:

A SUPPLEMENTAL RESOLUTION SUPPLEMENTING RESOLUTION NO. 19-05 OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS IDAHO FALLS REDEVELOPMENT AGENCY, PROVIDING FOR A SUPPLEMENT TO THE TERMINATION PLAN APPROVED BY RESOLUTION NO. 19-05; PROVIDING AN UPDATED ESTIMATE OF REMAINING PROJECT OBLIGATIONS AND COSTS; APPROVING THE SUPPLEMENTAL TERMINATION PLAN AND PROPOSING AN UPDATED TERMINATION BUDGET; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Idaho Falls, Idaho, also known as Idaho Falls Redevelopment Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), a duly created and functioning urban renewal agency for Idaho Falls, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council of the city of Idaho Falls, Idaho (the "City"), on December 22, 1988, after notice duly published, conducted a public hearing on the Lindsay Boulevard Urban Renewal Plan (the "Urban Renewal Plan");

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 1926 on December 23, 1988, approving the Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, on December 10, 1992, after notice duly published, conducted a public hearing on the Amended and Restated Urban Renewal Plan (the "Amended and Restated Urban Renewal Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2084 on December 10, 1992, approving the Amended and Restated Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, on November 14, 2002, after notice duly published, conducted a public hearing on the Second Amended and Restated Urban Renewal Plan (the "Second Amended and Restated Urban Renewal Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2467 on November 14, 2002, approving the Second Amended and Restated Urban Renewal Plan and making certain findings;

WHEREAS, the City Council, on October 14, 2006, after notice duly published, conducted a public hearing on the First Amendment to the Second Amended and Restated Lindsay Boulevard Urban Renewal Plan, concerning the Downtown Addition (the "Downtown Addition");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2685 on December 14, 2006, approving the Downtown Addition and making certain findings;

WHEREAS, the Urban Renewal Plan, as amended and restated in 1992 and 2002, and as further amended in 2006, collectively will be referred to as the "Snake River District Plan;"

WHEREAS, the Snake River District Plan contained a revenue allocation financing provision pursuant to the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the "Act");

WHEREAS, the termination date for this revenue allocation area, as set forth in the Snake River District Plan, is December 31, 2018, except for revenues to be received in 2019, as authorized pursuant to Idaho Code § 50-2905(7);

WHEREAS, a substantial portion of identified improvements and/or projects have been completed in the Snake River District Plan area;

WHEREAS, on April 18, 2019, the Agency board adopted Resolution No. 19-05, which approved a Termination Plan narrative and proposed Termination Budget, and in addition set forth the following:

- a. That the revenue allocation area contained in the Snake River District Plan shall be terminated on or before December 31, 2019, consistent with the termination provisions set forth in the Act, allowing certain taxing entities to use the 2019 estimated assessed values above the adjusted base assessment roll for the Snake River District Project Area for their budgetary purposes, and further, those certain taxing entities may, for their budgetary purposes, take into account the difference between the increment value as of December 31, 2006, and the December 31, 2018, increment value for the Snake River District Project Area, which difference shall be added to the 2019 new construction roll, pursuant to Idaho Code § 63-301A(3)(g).
- b. That the Agency does not intend to take revenue allocation funds in calendar year 2020, generated from the 2019 assessed values, and the allocation of revenues under section 50-2908, Idaho Code, shall cease effective January 1, 2020.
- c. That all financial obligations have been terminated and/or provided for, and any outstanding obligations will be paid in full on or before September 30, 2019, with the exception of any reimbursement agreements or notes that have expired, terminated or cancelled on their own terms, project cost overruns from current

projects, project costs for unexpected construction delays, and an allocation of administrative fees and costs.

- d. That any delinquent property taxes due to the Agency that were levied for calendar year 2018, or earlier, shall not be paid to the Agency, but shall be distributed by Bonneville County to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.
- e. That any surplus will be remitted to Bonneville County for distribution to the taxing districts prior to the end of the Agency's 2019 fiscal year on or before September 30, 2019, in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area. *See* I.C. 50-2909(4).
- f. That the Agency does hereby request that the City Council, pursuant to 50-2903(5), Idaho Code, adopt an Ordinance providing for the termination of the revenue allocation area in the Snake River District Plan, to be effective on or before December 31, 2019, and declaring that the tax year 2019 revenues from the increment value as levied upon within the revenue allocation area are not needed for the payment of any Agency indebtedness or Agency projects to be completed before September 30, 2019, and should flow to the respective taxing districts pursuant to Idaho law.

WHEREAS, in conjunction with development of a private project in the Snake River District Plan area, the Agency board has agreed to reimburse the property owner in an amount not to exceed \$150,000 for basalt removal costs, subject to certain terms and conditions;

WHEREAS, Agency staff and counsel have determined the proposed reimbursement should be described in the Termination Plan narrative;

WHEREAS, Agency staff and counsel have prepared a Supplemental Termination Plan, attached hereto as Exhibit 1, reflecting the terms of the reimbursement agreement and updating certain information within the previous Termination Plan narrative;

WHEREAS, since April 18, 2019, Agency staff has refined the Termination Budget and the Supplemental Termination Budget is attached hereto as Exhibit 2.

WHEREAS, the Agency expects all of the expenses from any remaining projects and/or improvements to be completed under the Snake River District Plan, and as identified in the Snake River District Supplemental Termination Budget (FY2020) attached hereto as Exhibit 2, to be incurred and satisfied by the Agency's current fiscal year ending September 30, 2019, with the exception of the reimbursement in an amount not to exceed \$150,000 to a property owner for basalt removal in conjunction with development of a private project in the Snake River District Plan Area, subject to certain terms and conditions. An estimate of the remaining project costs

and other administrative fees and costs are set forth in the Supplemental Termination Plan attached hereto as Exhibit 1;

WHEREAS, the Agency will request Bonneville County to not distribute to the Agency any Snake River District Plan revenue allocation funds from delinquency tax payments in calendar year 2020, or subsequent years, generated from the 2018 assessed values, or earlier. To the extent any Snake River District Plan revenue allocation funds are received by the Agency in calendar year 2020, or later, the Agency will return those funds to Bonneville County for distribution to the taxing districts;

WHEREAS, the Agency will have sufficient funds on deposit for payment of all final project costs and administrative fees;

WHEREAS, the Agency has reviewed the remaining improvements and/or projects and based on projected revenues and expenses of the Snake River District Plan, has determined there are sufficient funds for payment of all final project costs and Agency expenses and has further determined the revenue allocation area can be terminated on or before December 31, 2019;

WHEREAS, pursuant to the Supplemental Termination Plan and Supplemental Termination Budget, the Agency estimates a surplus will be available for remittance to Bonneville County for distribution to the taxing districts on or before September 30, 2019;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE IDAHO FALLS REDEVELOPMENT AGENCY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Supplemental Termination Plan attached hereto as Exhibit 1 is hereby approved and adopted by the Agency Board.

Section 3: That the Supplemental Termination Budget is attached hereto as Exhibit 2, and the published notice of budget public hearing occurred on August 4 and 11, 2019;

Section 4: That a copy of this Resolution be sent to the Bonneville County Assessor's Office, the County Auditor/Recorder and the Idaho State Tax Commission to provide supplemental notice of termination of the revenue allocation area in the Snake River District Plan.

Section 5: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the city of Idaho Falls, Idaho, on August 15, 2019. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this 15th day of August, 2019.

APPROVED;

By: 
Chair

ATTEST:

By: 
Secretary

4823-2362-6399, v. 1



EXHIBIT 1

THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS IDAHO FALLS REDEVELOPMENT AGENCY

SUPPLEMENTAL TERMINATION PLAN FOR THE REVENUE ALLOCATION AREA ESTABLISHED IN 1988 BY THE LINDSAY BOULEVARD URBAN RENEWAL PLAN, AS SUBSEQUENTLY AMENDED AND RESTATED, IN 1992 AND 2002, AND AS FURTHER AMENDED IN 2006, AND NOW REFERRED TO AS THE “SNAKE RIVER DISTRICT PLAN”

The Urban Renewal Agency of Idaho Falls, Idaho, also known as Idaho Falls Redevelopment Agency (the “Agency”) intends to terminate the revenue allocation area adopted at the time of the original adoption of the Lindsay Boulevard Urban Renewal Plan in 1988, as subsequently amended and restated in 1992 and 2002, and as further amended in 2006, and currently referred to as the Idaho Falls Snake River Urban Renewal Project Plan, the Downtown Addition (the “Snake River District Plan”) for the Snake River Project Area. The termination date for this revenue allocation area as set forth in the Snake River District Plan is December 31, 2018; except for revenues to be received in 2019, as authorized pursuant to Idaho Code § 50-2905(7). The Agency has reviewed the projected revenues and expenses of the Snake River District Plan and has determined the revenue allocation area can be terminated by December 31, 2019, effective retroactive to January 1, 2019, as it relates to assessed values within the project area. As a result, the Agency does not intend to receive revenue allocation funds in calendar year 2020, generated from the 2019 assessed values, and the allocation of revenues under Idaho Code § 50-2908, shall cease effective January 1, 2020.

On April 18, 2019, the Agency board adopted Resolution 19-05, approving a narrative termination plan and tentative termination budget. Thereafter, the Agency distributed to Bonneville County Commissioners, City of Idaho Falls, Bonneville County Ambulance, Bonneville County Road & Bridge, College of Eastern Idaho, Idaho Falls School District #91, Flood Control #1, Fire District #1, Bonneville County Assessor’s Office, Bonneville County Auditor/Recorder, and Idaho State Tax Commission a copy of Resolution No. 19-05 and its exhibits. Based on updated budget information, and in order to describe an additional project, this Supplemental Termination Plan is revised as of August 15, 2019, with the approval of Resolution No. 19-10. Revisions to the original termination plan update the budget and address an additional project. These changes do not impact the cessation of revenue allocation authority or impact the treatment of assessed values as determined in 2019.

Intent Regarding Delinquencies:

The Agency will request Bonneville County to not distribute to the Agency any Snake River District revenue allocation funds from delinquency tax payments in calendar year 2020, or subsequent years, generated from the 2018 assessed values, or earlier. To the extent any Snake River District revenue allocation funds are received by the Agency in calendar year 2020, or later, the Agency will return those funds to Bonneville County for distribution to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on taxable property located within the revenue allocation area.

Fiscal Year 2019 Budget Summary:

The Agency expects all the expenses from any remaining projects to be completed under the Snake River District Plan, and as identified in the Snake River District Supplemental Termination Budget (FY2020), Exhibit 2 to Resolution No. 19-10, to be incurred and satisfied by the Agency's current fiscal year ending September 30, 2019, with the exception of the reimbursement in an amount not to exceed \$150,000 to a property owner for basalt removal in conjunction with development of a private project in the Snake River District Plan Area, subject to certain terms and conditions. To the extent the basalt removal is delayed and the agreement to reimburse expires, the \$150,000 earmarked for the project will be remitted to Bonneville County to be distributed to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area. Additionally, there are administrative fees and costs due to termination that will be incurred during the Agency's next fiscal year (FY2020). Any remaining administrative fees and costs will be paid by other available Agency Funds. The Agency will have sufficient funds on deposit for payment of all final project costs, including any cost overruns, and administrative fees.

The Agency is anticipating there will be a surplus to be distributed back to the taxing districts, through Bonneville County, prior to the end of the Agency's 2019 fiscal year, September 30, 2019, and a final small surplus may be distributed prior to the end of the Agency's 2020 fiscal year, September 30, 2020, upon the final accounting of the Snake River District Plan and Project Area. An estimate of the total surplus funds to be available for distribution on or before September 30, 2019, is \$1,380,000. Any available funds will be remitted to Bonneville County to be distributed to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.

Agency Owner Participation Agreements, Notes, Contracts, Licenses and Leases:

All owner participation agreements, notes, contracts, licenses, leases and other similar agreements in the Snake River District Project Area will be fully satisfied, expire on their own terms or will be terminated on or before September 30, 2019, with the exception of the reimbursement agreement in an amount not to exceed \$150,000 to a property owner for basalt removal in conjunction with development of a private project in the Snake River District Plan Area, subject to certain terms and conditions.

The Owner Participation Agreement By and Between the Idaho Falls Redevelopment Agency and Renaissance Partners, LLP, dated March 26, 2004, and the reimbursement obligation memorialized in the Participant Limited Recourse Promissory Note (Series 2004, Note), dated December 3, 2004, payable in the principal amount of \$4,042,000, with interest rate of five percent (5%) per annum, terminated as of December 31, 2018. The Agency has no obligation to make reimbursement payments to Renaissance Partners, LLP for revenue collected and paid to the Agency beyond December 31, 2018. As there continues to be a principal balance under the Note, the Agency made a reimbursement payment to Renaissance Partners, LLP, in and around February 2019, and will make a second and final reimbursement payment prior to September 30, 2019. Upon preparation of an accounting on this Note it was discovered reimbursement to Renaissance Partners, LLP, stemming from four parcels had not occurred since

2015. As a result, an additional payment was made to Renaissance Partners, LLP, in the amount of \$45,269.86. Beyond those set forth above, there will not be any further payments made to Renaissance Partners, LLP.

4851-1716-4191, v. 2

NOTICE OF PUBLIC HEARING
PROPOSED TERMINATION BUDGET FOR PANCHERI YELLOWSTONE REVENUE ALLOCATION FUND
FOR FISCAL YEAR 2019-2020
IDAHO FALLS REDEVELOPMENT AGENCY

A public hearing pursuant to Idaho Code 50-1002, will be held for consideration of the proposed termination budget for the Pancheri Yellowstone Revenue Allocation Fund for the fiscal year beginning October 1, 2019 through September 30, 2020. The hearing will be held in the City Council Chambers in the City Annex Building, 680 Park Avenue, Idaho Falls, Idaho at **12:00 p.m. on Thursday, August 15, 2019**. All interested persons are invited to appear and provide comments regarding the proposed termination budget. Copies of the proposed termination budget are available at the City of Idaho Falls Controller's office during regular office hours (8:00 a.m. to 5:00 p.m. weekdays). The Council Chambers at the City Hall Annex are accessible to persons with disabilities. Anyone desiring accommodations for disabilities related to the budget documents or the hearing, please contact the City Controller's office at 612-8230 at least 48 hours prior to the public hearing. The proposed FY 2020 budget is shown below as FY 2020 proposed expenditures and revenues.

	PANCHERI YELLOWSTONE REVENUE ALLOCATION FUND PROPOSED BUDGET
REVENUES:	
PROPERTY TAXES	\$ 100,000
INTEREST INCOME	10,000
Available Cash Balance	900,000
TOTAL CASH & REVENUES	1,010,000
EXPENDITURES:	
PROFESSIONAL FEES	10,000
CITY ADMINISTRATION	2,500
AUDIT FEES	750
OFFICE & DUES EXPENSE	1,000
CAPITAL PROJECTS	995,750
TOTAL EXPENDITURES	1,010,000
EXPENDITURES UNDER (OVER) REVENUES	-

The proposed expenditures and revenues for the fiscal year 2019-2020 have been tentatively approved by the Idaho Falls Redevelopment Agency Board of Directors on July 18, 2019. Publication dates for the notice of the public hearing are August 04, 2019 and August 11, 2019.

Mark Hagedorn, Treasurer

NOTICE OF PUBLIC HEARING
PROPOSED BUDGET FOR FISCAL YEAR 2019-2020
IDAHO FALLS REDEVELOPMENT AGENCY

A public hearing pursuant to Idaho Code 50-1002, will be held for consideration of the proposed budget for the fiscal year beginning October 1, 2019 through September 30, 2020. The hearing will be held in the City Council Chambers in the City Annex Building, 680 Park Avenue, Idaho Falls, Idaho at **12:00 p.m. on Thursday, August 15, 2019**. All interested persons are invited to appear and provide comments regarding the proposed budget. Copies of the proposed budget are available at the City of Idaho Falls Controller's office during regular office hours (8:00 a.m. to 5:00 p.m. weekdays). The Council Chambers at the City Hall Annex are accessible to persons with disabilities. Anyone desiring accommodations for disabilities related to the budget documents or the hearing, please contact the City Controller's office at 612-8230 at least 48 hours prior to the public hearing. The proposed FY 2020 budget is shown below as FY 2020 proposed expenditures and revenues.

Fund Name	PROPOSED EXPENDITURES		
	FY 2018	2019	FY 2020
	Actual Expenditures	Budget Expenditures	Proposed Expenditures
Snake River Revenue Allocation Fund			
General & Administrative	\$ 95,270	\$ 170,800	\$ -
Owner Participation Agreements	254,256	300,000	- ¹
Capital Improvements	5,956,539	3,411,200	- ²
Fund Total	6,306,065	3,882,000	-
River Commons Revenue Allocation Fund			
General & Administrative	12,292	12,200	35,000
Owner Participation Agreements	803,102	750,000	900,000
Capital Improvements	532,000	370,000	920,000
Fund Total	1,347,394	1,132,200	1,855,000
Pancheri Yellowstone Revenue Allocation Fund			
General & Administrative	2,400	6,750	14,250
Capital Improvements	-	730,000	995,750
Fund Total	2,400	736,750	1,010,000
Eagle Ridge Revenue Allocation Fund			
General & Administrative	200	10,750	10,500
Capital Improvements	-	30,000	97,000
Fund Total	200	40,750	107,500
Jackson Hole Junction Revenue Allocation Fund			
General & Administrative	18,539	10,750	10,000
Capital Improvements	-	30,000	-
Fund Total	18,539	40,750	10,000
Total All Expenditures	\$ 7,674,598	\$ 5,832,450	\$ 2,982,500

Fund Name	ESTIMATED REVENUES		
	FY 2018	2019	FY 2020
	Actual Revenues	Budget Revenues	Proposed Revenues
Property Tax Revenue			
Snake River Revenue Allocation Fund	\$ 2,270,611	\$ 2,400,000	\$ -
River Commons Revenue Allocation Fund	1,116,369	1,100,000	1,150,000
Pancheri Yellowstone Revenue Allocation Fund	95,451	100,000	100,000
Eagle Ridge Revenue Allocation Fund	39,315	35,000	40,000
Jackson Hole Junction Revenue Allocation Fund	-	-	10,000
Total Property Tax Revenue	3,521,746	3,635,000	1,300,000
Revenue Sources Other Than Property Taxes			
Snake River Revenue Allocation Fund	261,873	232,000	-
River Commons Revenue Allocation Fund	4,688	2,500	5,000
Pancheri Yellowstone Revenue Allocation Fund	10,171	1,000	10,000

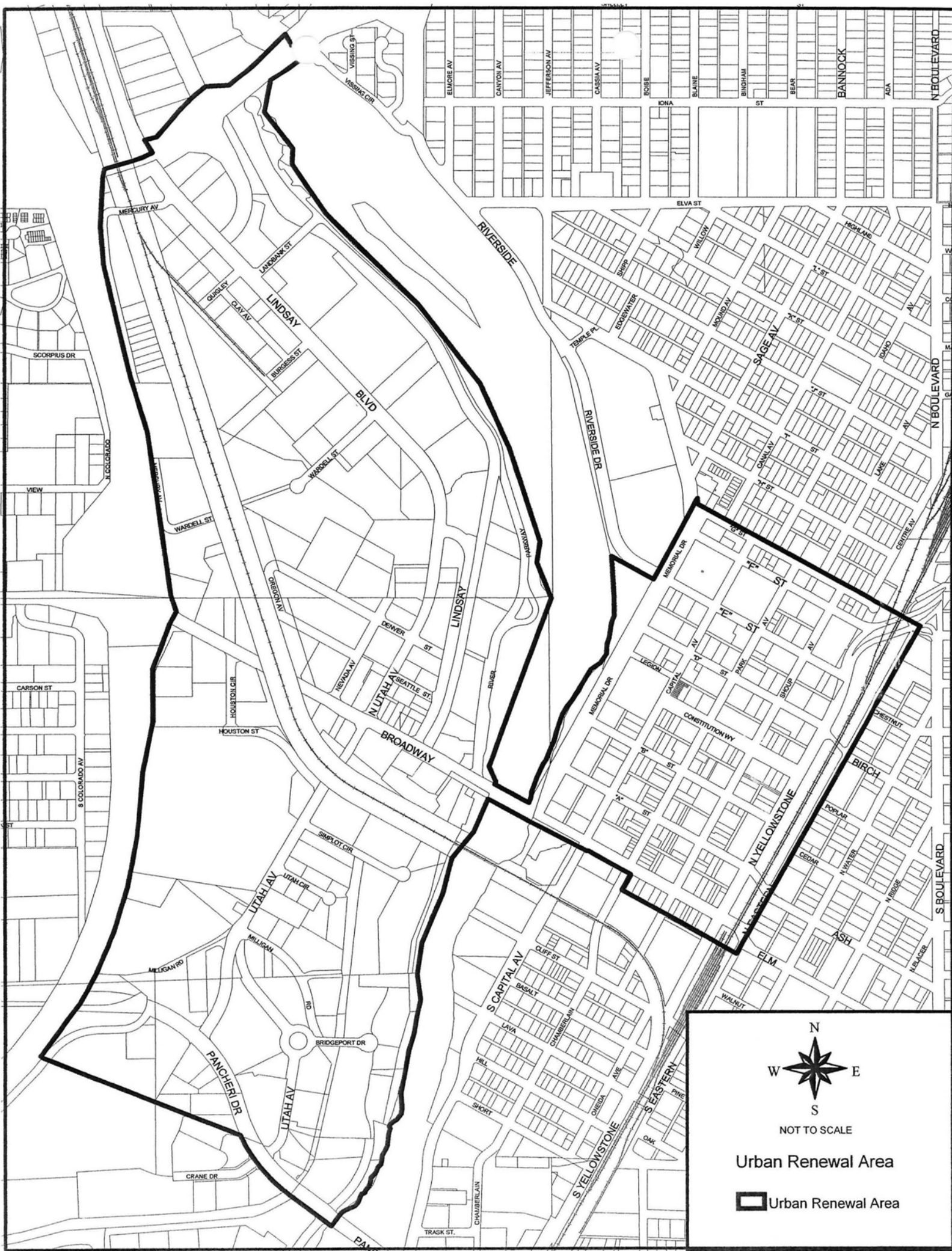
Eagle Ridge Revenue Allocation Fund	-	-	500
Jackson Hole Junction Revenue Allocation Fund	-	-	-
Fund Balance Carryover	<u>3,876,120</u>	<u>1,961,950</u>	<u>1,667,000</u>
Total Other Revenue Sources	<u>4,152,852</u>	<u>2,197,450</u>	<u>1,682,500</u>
Total Revenues-All Funds	<u>\$ 7,674,598</u>	<u>\$ 5,832,450</u>	<u>\$ 2,982,500</u>

¹ Any miscellaneous administrative expenses which may have been allocated to the Snake River Revenue Allocation Fund will be covered through the remaining general administrative accounts.

² It is expected most of the expenses from any remaining improvements or obligations are to be completed within the Snake River Allocation Area by September 30, 2019, with the exception of payment for rock removal costs in an amount not to exceed \$150,000 in conjunction with a private project being developed by Bryan Lee, DDS, MD for a medical arts building. It is anticipated approximately \$1,380,000 of remaining revenue allocation funds from the Snake River revenue allocation fund will be distributed to Bonneville County for disbursements for the overlapping taxing districts on or before September 30, 2019. Should the amounts earmarked for the medical arts building not be disbursed or are ultimately reimbursed, those funds will also be distributed to Bonneville County at a later date.

The proposed expenditures and revenues for the fiscal year 2019-2020 have been tentatively approved by the Idaho Falls Redevelopment Agency Board of Directors on July 18, 2019. Publication dates for the notice of the public hearing are August 04, 2019 and August 11, 2019.

Mark Hagedorn, Treasurer



Urban Renewal Area

 Urban Renewal Area

SUMMARY OF ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, IMMEDIATELY TERMINATING THE REVENUE ALLOCATION AREA FOR THE SNAKE RIVER PROJECT AREA; REQUIRING DISTRIBUTION OF ANY SURPLUS DETERMINED TO EXIST PURSUANT TO SECTION 50-2909, IDAHO CODE; AUTHORIZING THE CITY CLERK OR THE URBAN RENEWAL AGENCY OF IDAHO FALLS, IDAHO, ALSO KNOWN AS IDAHO FALLS REDEVELOPMENT AGENCY, TO FILE THE ORDINANCE, TOGETHER WITH THE BOUNDARY MAP, WITH THE OFFICE OF THE COUNTY RECORDER, THE COUNTY ASSESSOR, AND THE IDAHO STATE TAX COMMISSION AS PROVIDED IN SECTION 63-215, IDAHO CODE; PROVIDING THAT A COPY OF THIS ORDINANCE SHALL BE GIVEN TO EACH OF THE TAXING ENTITIES AFFECTED BY SAID REVENUE ALLOCATION AREA; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That the above statements are true and correct.

Section 2: That the revenue allocation area contained in the Snake River District Plan, as more particularly shown in Exhibit C, is hereby terminated, consistent with the termination provisions set forth in the Act.

Section 3: That the tax year 2019 revenues from the increment value as levied upon within the revenue allocation area are not needed for the payment of any Agency indebtedness or Agency projects to be completed before September 30, 2019, with the exception of the reimbursement in an amount not to exceed \$150,000 to a property owner for basalt removal in conjunction with development of a private project in the Snake River District Plan Area, subject to certain terms and conditions.

Section 4: That any surplus funds will be remitted to the County Clerk prior to the end of the Agency's 2019 fiscal year on or before September 30, 2019, or following the final accounting of the Agency's 2019 fiscal year on or before April 1, 2020, to be distributed to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area. *See I.C. 50-2909(4).* Further, any other remaining funds in subsequent fiscal years received by the Agency from delinquent taxes after September 30, 2019, shall be disbursed in the same manner each fiscal year.

Section 5: That a copy of this Ordinance shall be sent to and/or filed with the Bonneville County Assessor's Office, the County Auditor/Recorder, and the Idaho State Tax Commission, together with a boundary map, to provide notice of termination of the revenue allocation area in the Snake River District Plan by either the City Clerk or Agency representatives.

Section 6: At least one-half, plus one of the City Council members finding good cause, the City Council hereby dispenses with the rule that this Ordinance be read on three different days; two readings of which shall be in full, and have hereby adopted this Ordinance, having considered it at one reading.

Section 7: That this Ordinance shall be in full force and effect immediately upon its adoption, approval, and publication.

Section 8: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit D, is hereby approved.

Section 9: All ordinances, resolutions, orders, or parts thereof in conflict herewith are hereby repealed, rescinded, and annulled.

Section 10: SAVINGS CLAUSE: This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

EXHIBITS TO THE ORDINANCE

Exhibit A Agency Resolution No. 19-05, including as attachments the Termination Plan setting forth an estimate of remaining project costs and other administrative fees and costs, together with an estimate of any surplus that may be available for distribution, and a proposed Termination Budget

Exhibit B Agency Resolution No. 19-10, including as attachments the Supplemental Termination Plan setting forth an estimate of remaining project costs and other administrative fees and costs, together with an estimate of any surplus that may be available for distribution, and a proposed Supplemental Termination Budget

Exhibit C Boundary Map of the Terminating Revenue Allocation Area

Exhibit D Ordinance Summary

The full text of the Ordinance _____ is available at the offices of the City Clerk, 308 Constitution Way, Idaho Falls, Idaho.

This summary is approved by the Idaho Falls City Council at its meeting of _____, 2019.

Mayor Rebecca L. Noah Casper

ATTEST:

Kathy Hampton, City Clerk

I, Randall Fife, City Attorney for the city of Idaho Falls, Idaho, hereby declare and certify that in my capacity as City Attorney of the city of Idaho Falls, pursuant to Idaho Code Section 50 901A(3) of the Idaho Code as amended, I have reviewed a copy of the above Summary of Ordinance, have found the same to be true and complete, and said Summary of Ordinance provides adequate notice to the public of the contents, including the attachments, of Ordinance No. _____.

DATED this _____ day of _____ 2019.

Randall Fife, City Attorney
Idaho Falls, Idaho

4853-0482-8312, v. 1



MEMORANDUM

FROM: Brad Cramer, Community Development Services Director
DATE: Friday, September 6, 2019
RE: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Lorin C. Anderson
Addition Division No. 1, 4th Amended

Item Description

For consideration at the regular Council meeting on September 12, 2019, is the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Lorin C. Anderson Addition Division No. 1, 4th Amended. The Planning and Zoning Commission considered the plat at its June 4, 2019, meeting and recommended approval by unanimous vote.

Purpose

The Final Plat complies with the Subdivision Ordinance and is consistent with the Preliminary Plat. 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 City 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 the following actions:

1. To accept the Final Plat for Lorin C. Anderson Addition Division 1, 4th 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 Lorin C. Anderson Addition Division 1, 4th Amended, 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

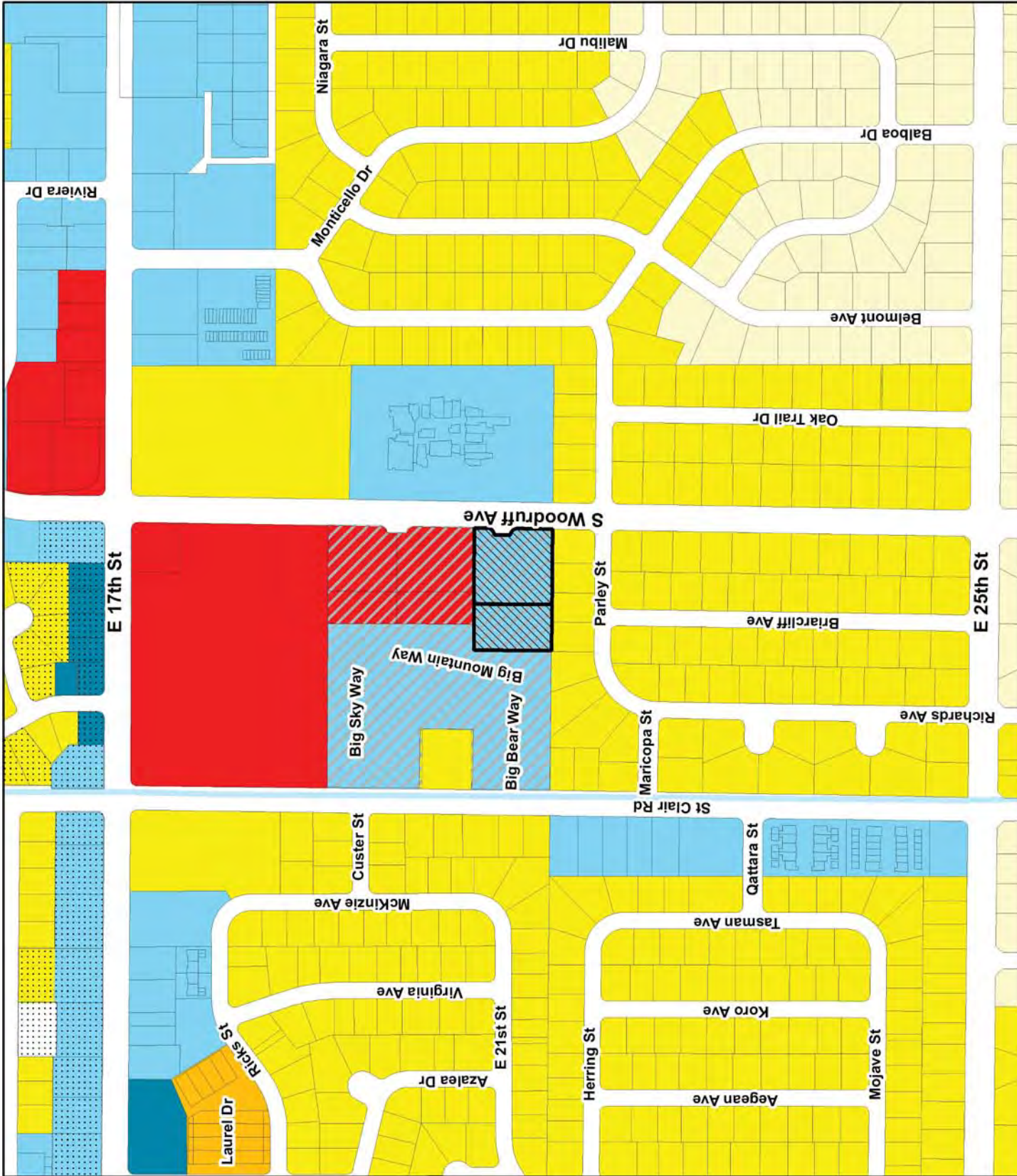
T-2

City Limits

Area of Impact



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





Balboa Dr

Oak Trail Dr

Parley St

S Woodruff Ave

Brarcliff Ave

Big Mountain Way

Big Sky Way

Big Lake Way

Richards Ave

Maricopa St

Big Bear Way

St Clair Rd

Custer St

LOT 17
2ND AMENDED PLAT LORIN C. ANDERSON ADDITION

LOT 20

S89°49'47"E 373.26' (R)
N89°49'26"W 373.25'

231.54'

141.72'

N 0°10'13"E
55.20'

N 90°00'00" E
125.06'

S 89°09'29" W
174.29'

N0°10'13"E 235.64' (R)
S0°09'31"W 235.78'

LOT 21
0.768 ACRES

S 0°09'31" W
236.59'

N 89°49'47" W

41.15'

N 89°49'47" W

SHARED ACCESS EASEMENT

N 77°53'45" W
67.88'

N 79°03'50" W
137.81'

LOT 22
1.224 ACRES

50.00'

N 0°10'13" E

35' P.U.E.

10' P.U.E.

141.72'

228.26'

S89°29'54"E 369.98'
N89°29'42"W 370.00' (R)

WOODRUFF PARK ADDITION DIV. NO. 2
INSTRUMENT NO. 384576

N0°58'11"E 106.78'
S0°57'27"W 106.80' (R)

WOODRUFF AVE.



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Staff Recommendation: ,9!%%ÄA!@Ä>#;8#F#HÄ9A#Ä%87!<Ä=<!9Ä!7HÄ
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Subdivision Ordinance: Boxes: with an "X" indicated compliance with the ordinance

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Comprehensive Plan Policies:

Medical services center

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With careful site planning, higher density housing and offices may be a buffer between commercial and industrial land adjoining residential uses. `=DÄQQ[

Encourage development in areas served by public utilities or where extensions of facilities are least costly.Ä`=DÄQC[

Zoning:

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)

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MEMBERS ABSENT:ÄÄN16102#ÄH019C%Ä

ALSO PRESENT:ÄÄ/01""2"3Ä425#9685Ä751@5%ÄÄ<<2<61"6Ä/01""2"3Ä425#9685Ä1Ä060#5%Ä

CALL TO ORDER:ÄÄ=15315#6Ä>2.;85"#Ä91Ä6#ÄÄ.##62"3Ä68@#5Ä16Ä*+"Ä,-.-Ä

CHANGES TO AGENDA:ÄÄÄN8"#-

MINUTES: ÄMorrison moved to approve the May 7, 2019 minutes, Hicks seconded the motion and it passed unanimously.

Business:

PLAT 19-010: FINAL PLAT. Lorin C. Anderson 3rd Amended Plat. H#!60#Ä,5#<#"6#@Ä6:#Ä <61PPÄ5#,856%Ä1Ä,156Ä8PÄ6:#Ä5#985@ÄÄ4Ä8'ÄÄ<H109#ÄÄ1.,#15<Ä68Ä38Ä68Ä6:#ÄD#<6%Ä 106:8!3:Ä26Ä2<Ä@#L#08,#@Ä1<Ä6D2"Ä:8Ä2"@Ä19160#56Ä65H6Ä15#Ä6D2"Ä:Ä6Ä16ÄD8!0@Ä ,5#L#"6Ä199#<<ÄP!Ä68Ä6:#ÄD#<6Ä1"@Ä6ÄÄ1Ä98#6ÄÄ68Ä,58L2@#Ä199#<<Ä2"68Ä6:#Ä,15C2"3Ä086 ,58L2@#Ä9259!01Ä28"-

Applicant: Daryl Kofoed, 101 Park Ave., Idaho Falls, Idaho. ÄO8P8#@Ä2"@2916#@Ä6:16Ä6:2<Ä ;!20@2"3ÄD1<Ä,5#L28Ä60#Ä8,#"Ä=BQ-ÄÄ42I8"Ä1<CÄ6ÄÄD,Ä6:8D<Ä6:#Ä958<<Ä199#<<Ä382"3Ä 68Ä6:#ÄD#<6-ÄO8P8#@ÄD1<Ä!Ä1Ä15#Ä8P"%Ä1"@Ä;#02#LÄ68Ä28ÄÄP1<2<-Ä

Romankiw moved to recommend to the Mayor and City Council approval of the Lori C. Anderson 3rd Amended Plat, Denney seconded the motion and it passed unanimously.

FINAL PLAT OF LORIN C. ANDERSON ADDITION, 4TH AMENDED, GENERALLY SOUTH OF E 17TH ST., WEST OF S WOODRUFF AVE., NORTH OF E 25TH ST., AND EAST OF ST CLAIR RD.

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MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Friday, September 6, 2019

RE: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Kirkendall
Subdivision

Item Description

For consideration at the regular Council meeting on September 12, 2019, is the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Kirkendall Subdivision. The Planning and Zoning Commission considered the plat at its June 4, 2019, meeting and recommended approval by unanimous vote.

Purpose

The Final Plat complies with the Subdivision Ordinance and is consistent with the Preliminary Plat. 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 City 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 the following actions:

1. To accept the Final Plat for Kirkendall Subdivision, 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 Kirkendall Subdivision, and give authorization for the Mayor to execute the necessary documents.



☐ Economic



☒ Governance



☒ Growth



☐ Learning



☒ Livable



☐ Safety



☐ Sustainability



☒ Transportation

Legend



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

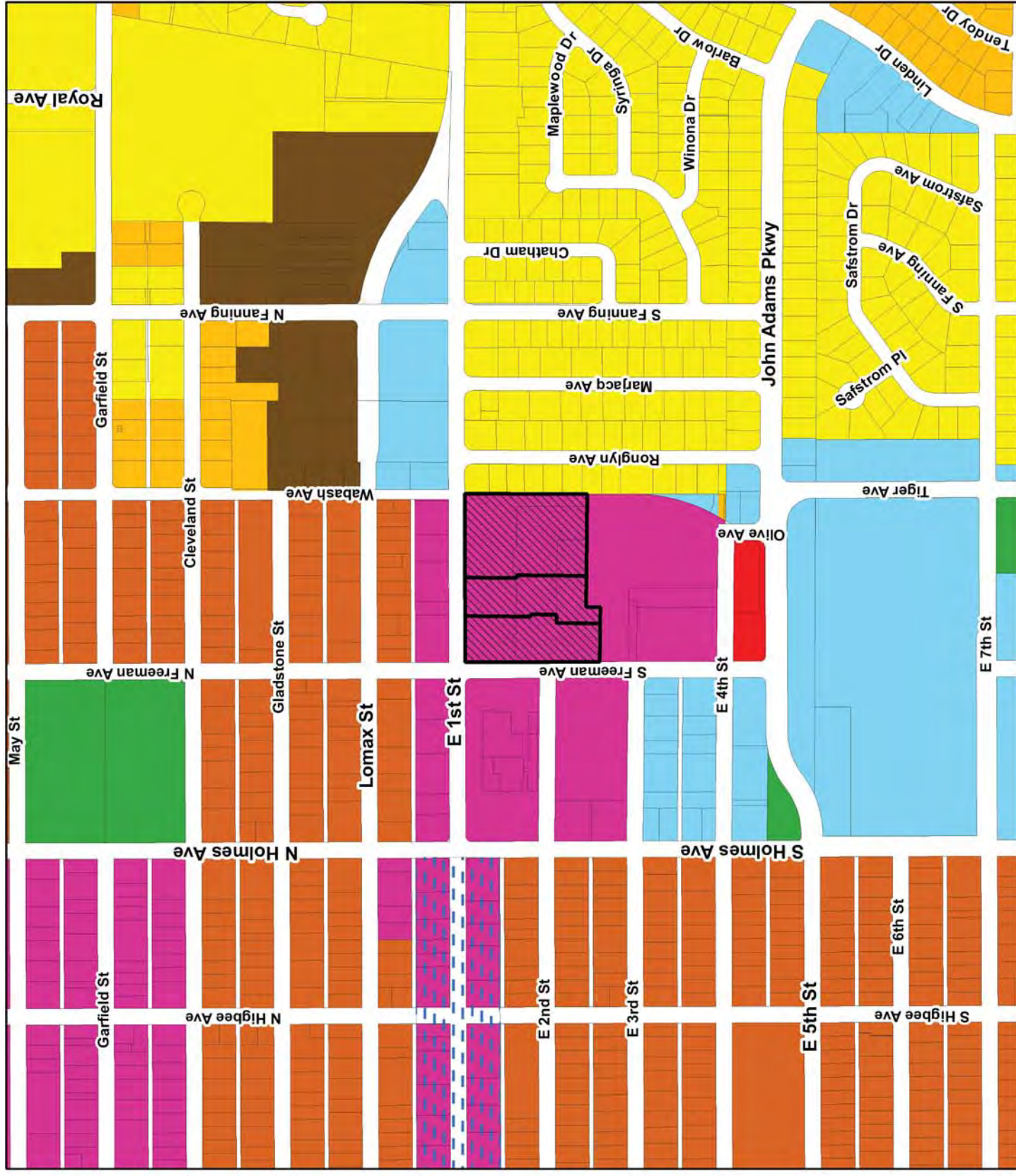
T-2

City Limits

Area of Impact



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





Marjacy Ave

Ronglyn Ave

Wabash Ave

Lomax St

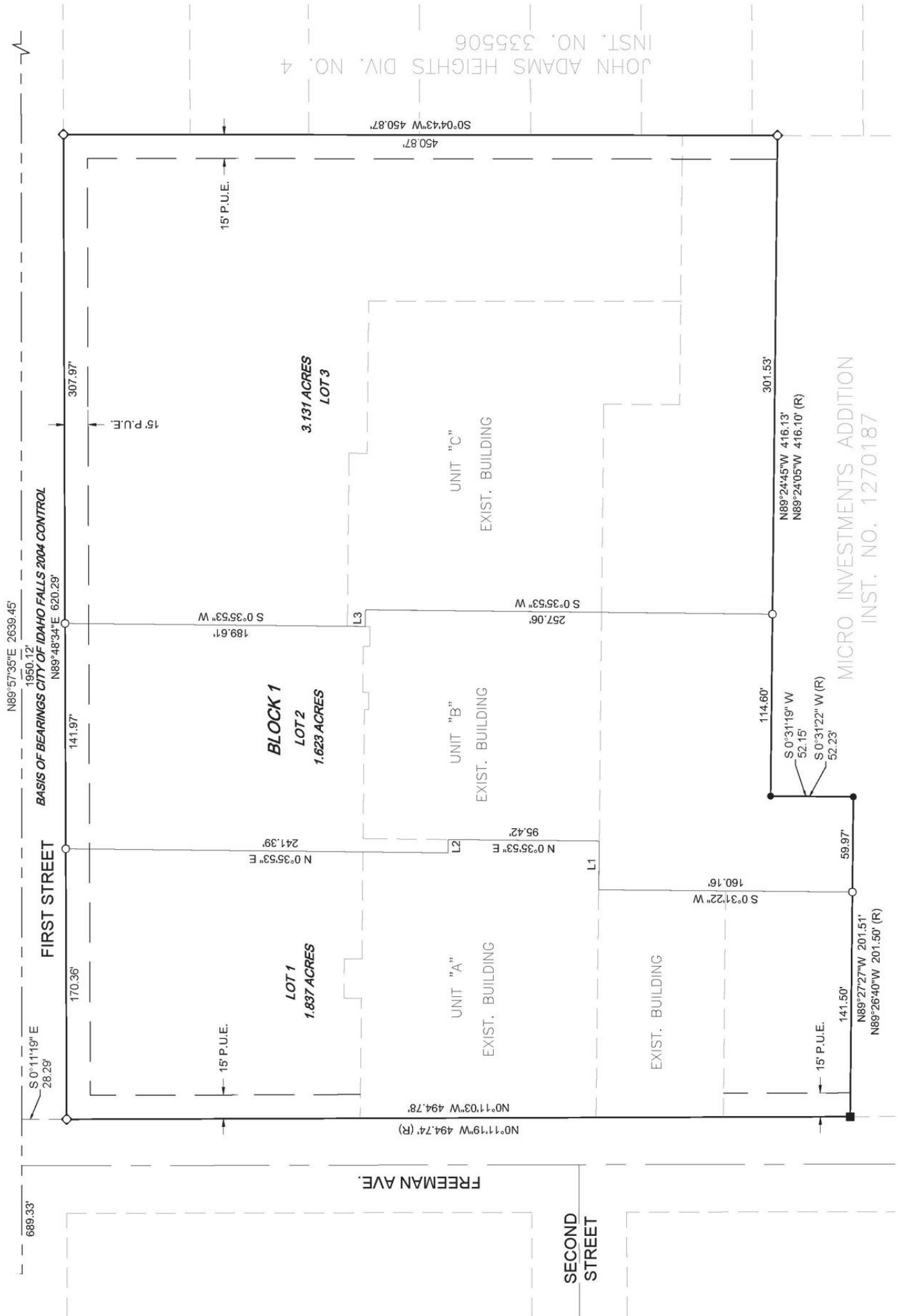
E 1st St

N Freeman Ave

S Freeman Ave

E 2nd St

E 3rd St



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Final Plat
Kirkendall Subdivision
June 4, 2019



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Applicant: (+4

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

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Comprehensive Plan Policies:

Access to commercial properties shall be designed to minimize disruptive effects on traffic flow.Ä=CVT]

Encourage development in areas served by public utilities or where extensions of facilities are least costly _=CJ]

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Zoning:

11-3-5: PURPOSE OF COMMERCIAL ZONES

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

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

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

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MEMBERS ABSENT: ÄÄN16102#ÄH019C%Ä

ALSO PRESENT: ÄÄ/01""2"3Ä425#9685ÄÄ51@5%ÄÄ<<2<61"6Ä/01""2"3Ä425#9685ÄÄ060#5%Ä

CALL TO ORDER: ÄÄ=15315#6Ä>2.;85"#Ä91Ä6#ÄÄ.##62"3Ä68@#5Ä16Ä*+"Ä,-.-Ä

CHANGES TO AGENDA: ÄÄÄN8"#-

MINUTES: ÄMorrison moved to approve the May 7, 2019 minutes, Hicks seconded the motion and it passed unanimously.

Business:

PLAT 19-007: FINAL PLAT. Kirkendall Subdivision. ÄÄH#!60#5Ä,5#<#"6#@Ä6:#Ä<61PPÄ5#,856%Ä1Ä
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Applicant: Daryl Kofoed, 101 Park Ave., Idaho Falls, Idaho. ÄÄO8P8#@Ä<688@ÄP85ÄS!#<628"<-Ä

Morrison moved to recommend to the Mayor and City Council approval of the Final Plat for Kirkendall Subdivision, Romankiw seconded the motion and it passed unanimously.



MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Friday, September 6, 2019

RE: Final Plat and Reasoned Statement of Relevant Criteria and Standards, St. Clair Estates
Division No. 13, 5th Amended

Item Description

For consideration at the regular Council meeting on September 12, 2019, is the Final Plat and Reasoned Statement of Relevant Criteria and Standards for St. Clair Estates Division No. 13, 5th Amended. The Planning and Zoning Commission considered the plat at its July 11, 2019, meeting and recommended approval by unanimous vote.

Purpose

The Final Plat complies with the Subdivision Ordinance and is consistent with the Preliminary Plat. 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 City 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 the following actions:

1. To accept the Final Plat for St. Clair Estates Division No. 13, 5th 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 St. Clair Estates Division No. 13, 5th Amended, 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

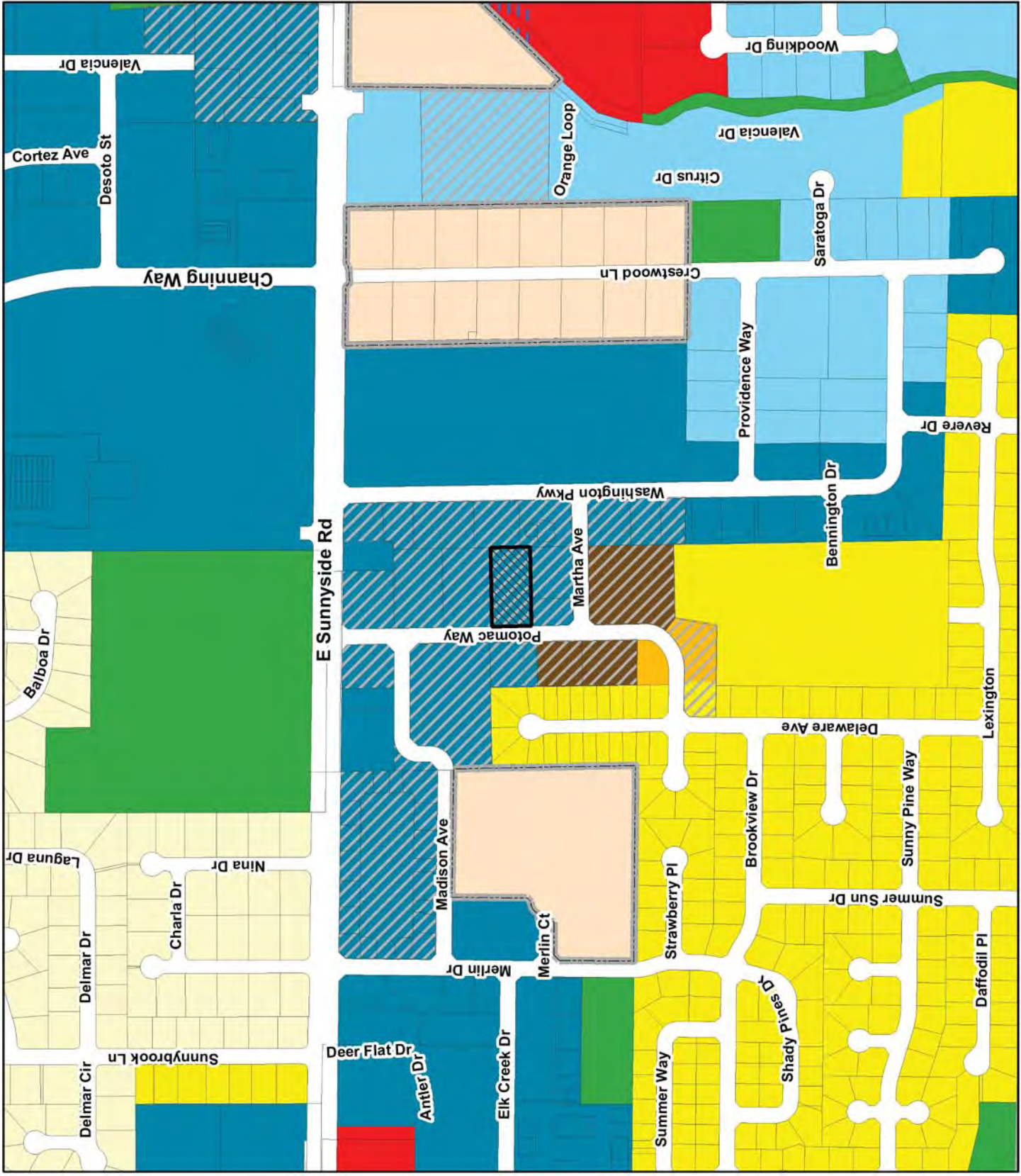
Overlays

	PT
	PT&T-1
	PUD
	T-1
	T-2

City Limits

	City Limits
	Area of Impact

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

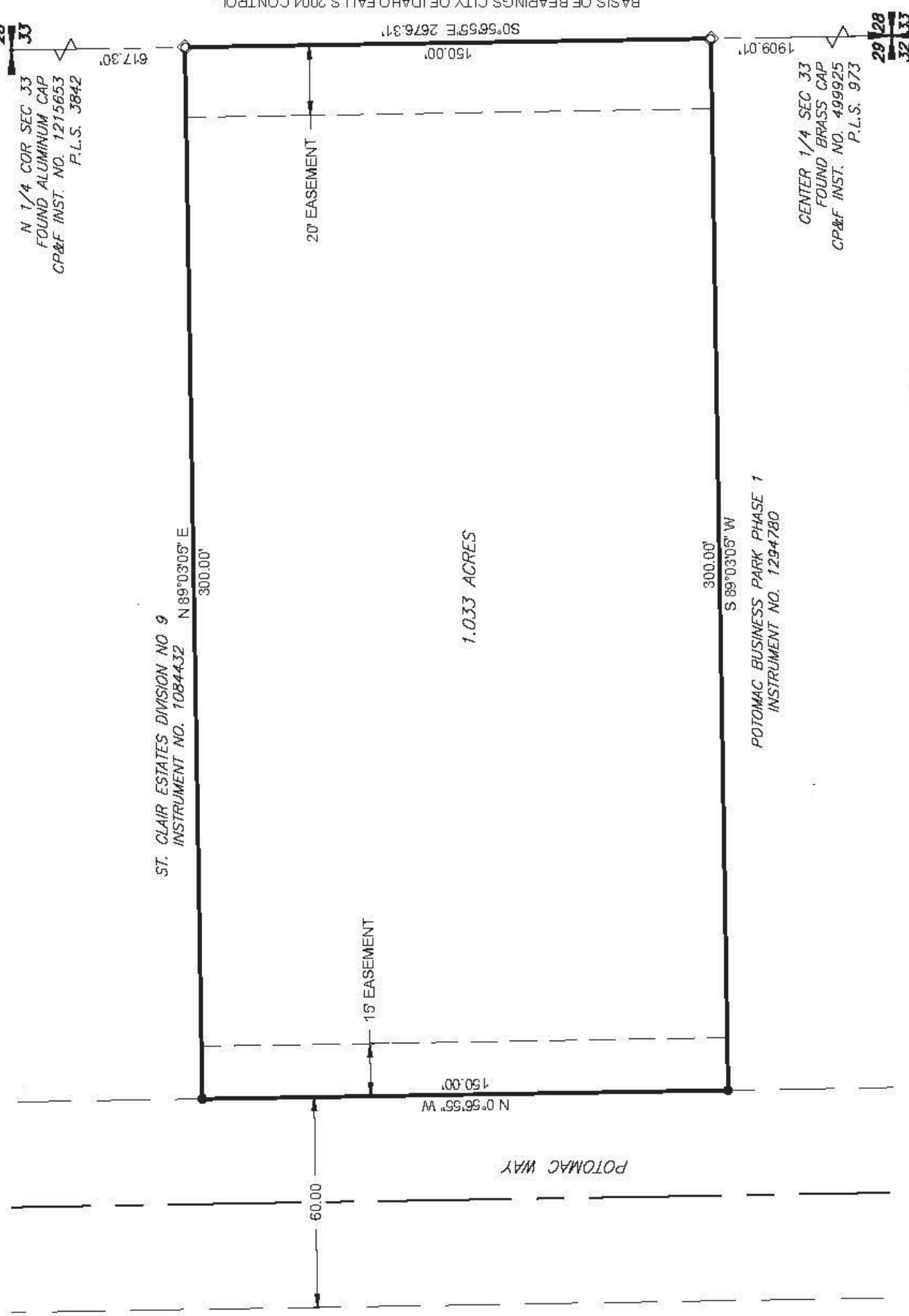




Washington Pkwy

Martha Ave

Potomac Way



ST. CLAIR ESTATES DIVISION NO 9
INSTRUMENT NO. 1084432 N 89° 03' 05" E

POTOMAC BUSINESS PARK PHASE 1
INSTRUMENT NO. 1294780 S 89° 03' 05" W

N 1/4 COR SEC 33
FOUND ALUMINUM CAP
CP&F INST. NO. 1215653
P.L.S. 3842

CENTER 1/4 SEC 33
FOUND BRASS CAP
CP&F INST. NO. 49925
P.L.S. 973

BASIS OF BEARINGS CITY OF IDAHO FALLS 2004 CONTROL
GEORGE WASHINGTON ESTATES DIVISION NO. 1
INSTRUMENT NO. 1021447



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Staff Comments:

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1. To assure access points are in accordance with the *Access Management Plan* for a

collector.

2. To provide a fifteen foot landscape buffer to assure consistency with adjacent development and to buffer nearby residential property.

3. To buffer planned residential development on the south from parking lot traffic and

glare, and

4. To assure access to the properties north of Division No. 9 through safe and properly spaced driveways.

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

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Comprehensive Plan Policies:

Encourage development in areas served by public utilities or where extensions of facilities are least costly.Ä^=CAV_Z

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Develop nodes of clustered development.

Zoning:

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

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

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

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Swaney moved to recommend to the Mayor and City Council approval of the Final Plat for St. Clair Estate Division #13, 5th Amended, Morrison seconded the motion and it passed unanimously.

**FINAL PLAT OF ST. CLAIR ESTATES, DIV. NO. 13, FIFTH AMENDED,
LOCATED GENERALLY SOUTH OF E SUNNYSIDE RD., WEST OF S 25TH E, NORTH OF E 49TH S
AND EAST OF S 15TH E.**

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MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Friday, September 6, 2019

RE: Annexation and Initial Zoning of RP, Annexation and Initial Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 23.824 acres, NW ¼, SE ¼, Section 31, T 2N, R 38E (Manchester Estates)

Item Description

For consideration at the regular Council meeting on September 12, 2019, is the Annexation and Initial Zoning of RP, Annexation and Initial Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B 23.824 acres, NW ¼, SE ¼, Section 31, Township 2 North, Range 38 East for Manchester Estates . The Planning and Zoning Commission considered the annexation at its May 7, 2019, meeting and recommended approval by unanimous vote.

Purpose

Annexation and initial zoning are related to the City's goals for good governance and managed, well-planned growth and development.

Fiscal Impact / Financial Review

NA

Legal Review

NA

Interdepartmental Review

NA

Recommended Action

Staff recommends the following actions:

1. To approve the Ordinance annexing M&B 23.824 acres, NW ¼, SE ¼, Section 31, Township 2 North, Range 38 East for Manchester Estates, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.
2. To approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of M&B 23.824 acres, NW ¼, SE ¼, Section 31, Township 2 North, Range 38 East for Manchester Estates.
3. To assign a Comprehensive Plan Designation of Low Density and to approve the ordinance establishing the initial zoning for M&B 23.824 acres, NW ¼, SE ¼, Section 31, Township 2 North, Range 38 East for Manchester Estates, under the suspension of the rules requiring three

complete and separate readings and that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning Office.

4. To approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning for M&B 23.824 acres, NW ¼, SE ¼, Section 31, Township 2 North, Range 38 East for Manchester Estates, 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



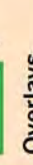
PB



DT



CC



LC



HC



R&D



LM



I&M



P

Overlays



PT



PT&T-1



PUD



T-1



T-2



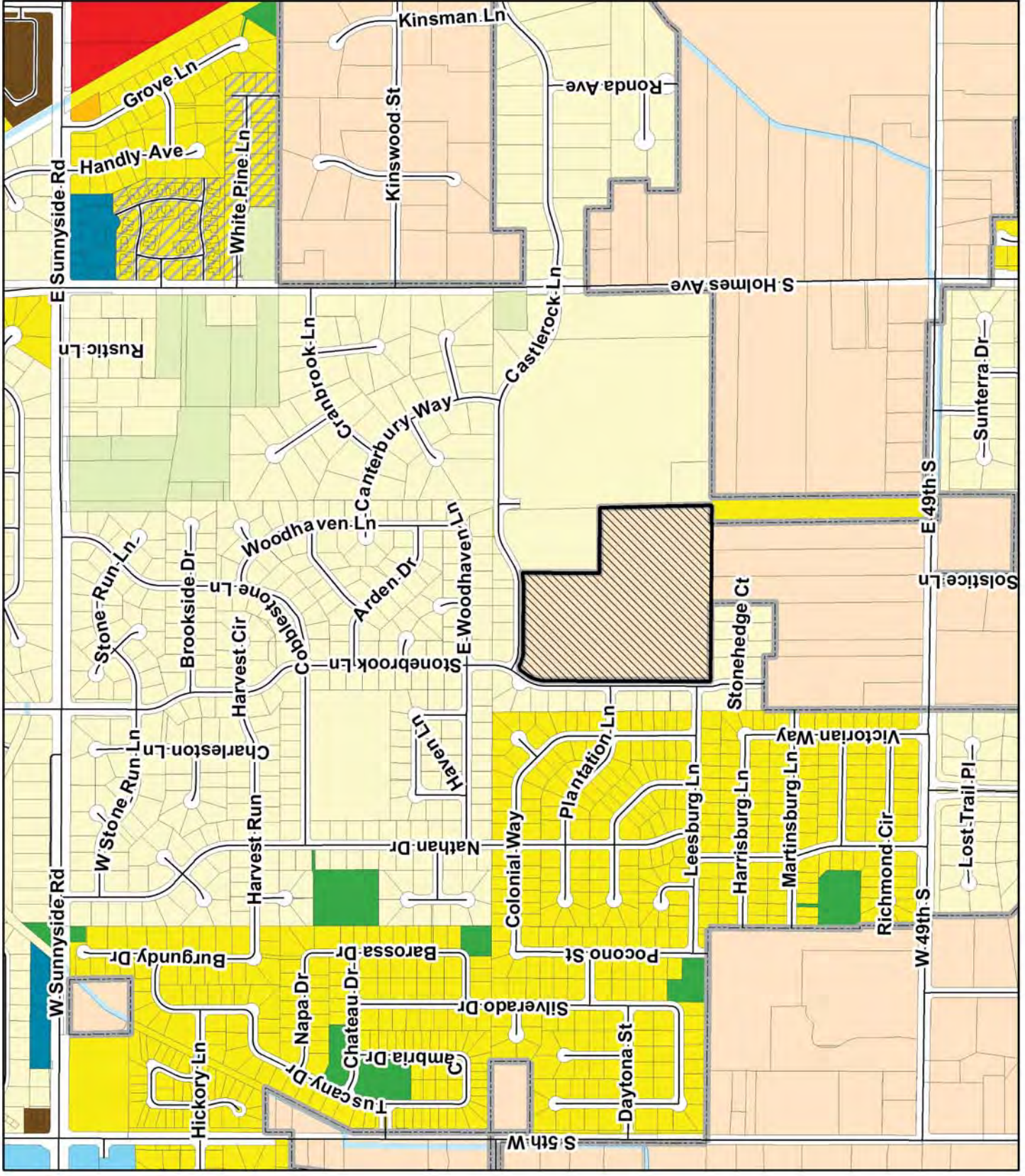
City Limits



Area of Impact
















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



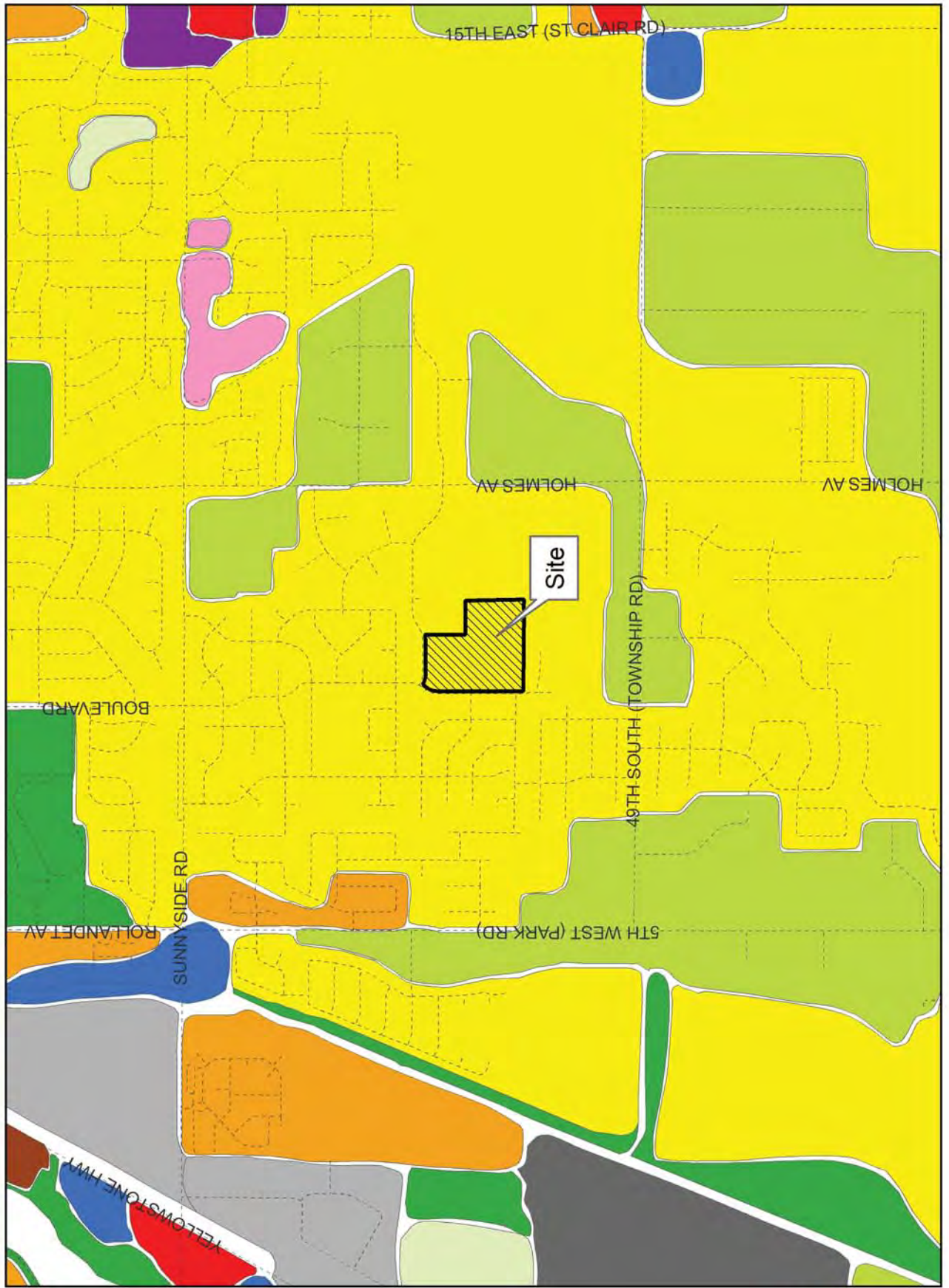


Annexation & Initial Zoning

M&B: Approximately 23.824 Acres NW1/4, SE1/4, Section 31, T 2N, R 38E

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

Comprehensive Plan



IDAHO FALLS

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



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ANNEXATION AND INITIAL ZONING OF RP

M&B: Apprx. 23.824 Acres NW¼, SE¼, Section 31, T 2N R 38E
May 7, 2019



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Proposed Zoning: (

Existing Land Uses:
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Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls. The City of Idaho Falls is committed to providing a variety of housing opportunities for all residents. The Comprehensive Plan encourages residential development that reflects the economic and social diversity of the community. This includes providing for a range of housing types, from single-family detached homes to multi-family units, and ensuring that housing is accessible to all income levels. The City will continue to work with the community to develop policies that support this goal.

Encourage development in areas served by public utilities or where extensions of facilities are least costly. The City encourages development in areas that are served by public utilities or where extensions of facilities are least costly. This includes areas that are served by the City's water and sewer systems, and areas that are served by the Idaho Falls Electric Utility. The City will continue to work with the utilities to identify areas that are suitable for development and to develop policies that encourage development in these areas.

Zoning:

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The City of Idaho Falls has adopted a zoning code that is designed to promote the health, safety, and general welfare of the community. The zoning code is based on the Comprehensive Plan and is intended to provide a framework for the development of the community. The zoning code is divided into several zones, each of which has specific regulations regarding the use of land and the construction of buildings. The City will continue to review the zoning code to ensure that it remains up-to-date and effective.

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)

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11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.								
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory use	P	P	P	P	P	P	P	P
Agriculture*	P							P
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	P	P
Dwelling, accessory unit*	P			P	P		P	P
Dwelling, multi-unit*				P*	P		P	P
Dwelling, single unit attached*			P	P	P	P	P	P
Dwelling, single unit detached	P	P	P	P	P	P	P	P
Dwelling, two unit				P	P		P	P
Eating establishment, limited					P*			P
Financial Institutions					P*			
Food Processing, small scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₃
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C ₂		C ₂
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C ₃	C ₃	C ₃	C ₃		C ₃	C ₃	C ₃
Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C ₂		

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Residential Care Facility							P	P
Retail					P*			C ₂
School*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

(Ord. 3218, 9-13-18)

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CHANGES TO AGENDA: ÄÄÄ>7/3+

MINUTES: ÄBlack moved to approve the April 2, 2019 minutes, Morrison seconded the motion and it passed unanimously.

Business:

1. ANNEX 19-004: ANNEXATION/INITIAL ZONING OF RP. MANCHESTER ESTATES. ?385.34Ä*43<3/53KÄ5:3Ä43!QÄ\$Ä!Ä*!45Ä7QÄ5:3Ä43974K+Ä

Applicant: Greg Hansen, Rockwell Developers, 4743 Tanglewood, Idaho Falls, Idaho.
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Swaney moved to recommend to the Mayor and City Council approval of the Annexation/Initial Zoning of RP for M&B 23.824 Acres NW ¼ SE ¼, Section 31, T 2N R 38E (Manchester Estates) as presented, Morrison seconded the motion.

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The motion passed unanimously.

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LEGAL DESCRIPTION

COMMENCING AT A POINT THAT IS N.89°50'29"W. ALONG THE EAST-WEST CENTER SECTION LINE 1788.22 FEET AND S.00°09'32"W. 189.03 FEET FROM THE EAST 1/4 CORNER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, SAID POINT BEING A NORTHWESTERLY CORNER OF THE CITY OF IDAHO FALLS ORDINANCE NO. 2110, SAID POINT ALSO BEING ON A NON-TANGENT CURVE WITH A RADIUS OF 260.00 FEET AND A CHORD BEARING N.80°14'46"E. 44.90 FEET; THENCE ALONG SAID BOUNDARY LINE OF ORDINANCE NO. 2110 TO THE LEFT ALONG SAID NON-TANGENT CURVE 44.96 FEET THROUGH A CENTRAL ANGLE OF 09°54'25" TO THE WEST BOUNDARY LINE OF THE CITY OF IDAHO FALLS ORDINANCE NO. 2110; THENCE ALONG THE BOUNDARY OF SAID ORDINANCE NO. 2110 THE FOLLOWING TWO (2) COURSES: (1) S.00°09'31"W. 474.69 FEET; (2) THENCE S.89°50'29"E. 400.03 FEET TO THE WEST LINE OF THE CITY OF IDAHO FALLS ORDINANCE NO. 1980; THENCE S.01°12'26"E. ALONG SAID WEST ORDINANCE LINE 684.91 FEET TO THE NORTH BOUNDARY LINE OF THE CITY OF IDAHO FALLS ORDINANCE NO. 2426; THENCE ALONG THE BOUNDARY OF SAID ORDINANCE NO. 2426 THE FOLLOWING TWO (2) COURSES: (1) THENCE N.89°36'42"W. 111.85 FEET; (2) THENCE S.00°43'22"E. 2.47 FEET TO THE NORTH LINE OF WARRANTY DEED NO. 1475186; THENCE N.89°29'22"W. ALONG SAID NORTH LINE AND THE NORTH LINE OF WARRANTY DEED NO. 1099314 AND WARRANTY DEED NO. 800628 A DISTANCE OF 490.59 FEET TO THE EAST LINE OF CITY OF IDAHO FALLS ORDINANCE NO.2493; THENCE ALONG THE BOUNDARY OF SAID CITY OF IDAHO FALLS ORDINANCE NO. 2493 THE FOLLOWING NINE (9) COURSES: (1) N.00°33'38"W. 1.39 FEET; (2) THENCE N.89°36'45"W. 474.69 FEET; (3) THENCE N.00°09'32"E. 1007.40 FEET TO A POINT OF CURVE WITH A RADIUS OF 200.00 FEET AND A CHORD BEARING N.17°31'35"E. 119.40 FEET; (4) THENCE TO THE RIGHT ALONG SAID CURVE 121.25 FEET THROUGH A CENTRAL ANGLE OF 34°44'06"; (5) THENCE N.34°53'38"E. 54.43 FEET; (6) THENCE N.80°05'48"E. 28.12 FEET TO A POINT OF CURVE WITH A RADIUS OF 168.61 FEET AND A CHORD BEARING S.74°10'45"E. 91.04 FEET; (7) THENCE TO THE LEFT ALONG SAID CURVE 92.18 FEET THROUGH A CENTRAL ANGLE OF 31°19'27"; (8) THENCE S.89°50'28"E. 412.02 FEET TO A POINT OF NON-TANGENT CURVE WITH A RADIUS OF 260.00 FEET AND A CHORD BEARING N.87°40'46"E. 22.50 FEET; (9) THENCE TO THE LEFT ALONG SAID NON-TANGENT CURVE 22.50 FEET THROUGH A CENTRAL ANGLE OF 04°57'32" TO THE POINT OF BEGINNING.

CONTAINING 23.824 ACRES

Submitted by:

Eng/Survey Firm Name: EAGLE ROCK ENGINEERING

Contact Name: KURT ROLAND

Phone Number: 208-542-2665

Email: kroland@erengr.com

Page 1 of 1

Application for Annexation

PLS Seal:



ANNEXATION ORDINANCE

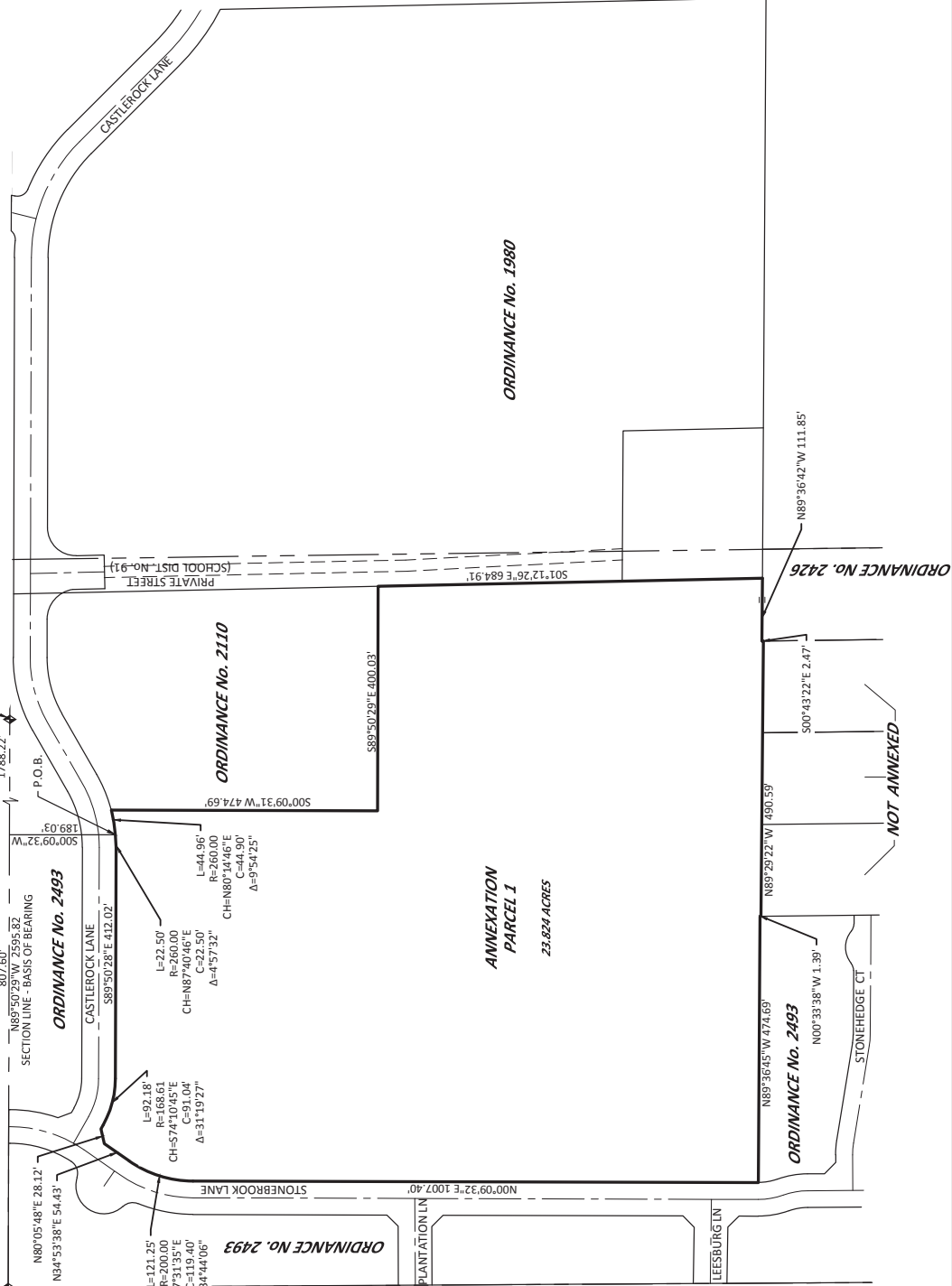
AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

A PARCEL IN THE SE 1/4 OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M., BONNEVILLE COUNTY, IDAHO

BASIS OF BEARINGS:
ON THIS SURVEY, THIS BEARING RELATES DIRECTLY TO THE "CITY OF IDAHO FALLS COORDINATE SYSTEM OF 2004", WHICH IS DERIVED FROM THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE 1101) US SURVEY FEET AND USING A COMBINED SCALE FACTOR OF 1.000277265 FOR A GRID TO GROUND CONVERSION. THE SYSTEM ORIENTATION IS BASED ON GRID NORTH ALONG THE EAST ZONE CENTRAL MERIDIAN. NO CONVERGENCE ANGLE HAS BEEN APPLIED

BRASS CAP MONUMENT CENTER 1/4 CORNER
SECTION 31, TOWNSHIP 2 NORTH RANGE 38 E., B.M.
CP#H 499929

BRASS CAP MONUMENT EAST 1/4
CORNER SECTION 31, TOWNSHIP 2
NORTH RANGE 38 E.B.M.
CP#H 1482054



**EAGLE ROCK
ENGINEERING**
CIVIL • PLANNING • SURVEYING
IDAHO FALLS, IDAHO 83405
PHONE: (208) 542-2665
FAX: (208) 542-2665

SURVEYED BY:	ADAM SNARR
DRAWN BY:	ANGIE GARCIA
APPROVED BY:	KURT J. ROLAND
PROJECT NO.:	19027
SCALE:	1"=200'
DATE:	JUNE 21, 2019
REVISION:	AUGUST 14, 2019
CAD NAME:	PRE-PLAT.DWG

ANNEXATION OF M&B: APPROXIMATELY 23.824 ACRES NW1/4, SE1/4, SECTION 31, T 2N, R 38E LOCATED GENERALLY SOUTH OF E SUNNYSIDE RD., WEST OF S HOLMES AVE., NORTH OF E 49TH S, AND EAST OF S 5TH W.

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ORDINANCE NO. _____

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REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

**INITIAL ZONING OF RP, RESIDENTIAL PARK OF 67.31 ACRES M&B:
APPROXIMATELY 23.824 ACRES NW1/4, SE1/4, SECTION 31, T 2N, R 38E AND
GENERALLY SOUTH OF E SUNNYSIDE RD., WEST OF S HOLMES AVE., NORTH
OF E 49TH S, AND EAST OF S 5TH W.**

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I. RELEVANT CRITERIA AND STANDARDS

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MEMORANDUM

FROM: Brad Cramer, Community Development Services Director

DATE: Friday, September 6, 2019

RE: Ordinance modifying Title 11, Chapter 5 of the City Code, Clarifying Conditions of Avigation Easement Dedications.

Item Description

For consideration at the regular Council meeting on September 12, 2019, is an Ordinance modifying Title 11, Chapter 5 of the City Code, Clarifying Conditions of Avigation Easement Conditions. The Planning and Zoning Commission considered this item at its August 6, 2019 meeting and recommended approval by unanimous vote.

Purpose

The proposed code change is related to the City's goals for good governance and managed, well-planned growth and development.

Fiscal Impact / Financial Review

NA

Legal Review

The Legal Department has reviewed the ordinance.

Interdepartmental Review

NA

Recommended Action

Staff recommends the following actions:

1. To approve the Ordinance amending Title 11, Chapter 5 of the City Code, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.



☐ Economic



☒ Governance



☒ Growth



☐ Learning



☐ Livable



☐ Safety



☐ Sustainability



☐ Transportation

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
AMENDMENTS TO SECTION 11-5-3 OF THE ZONING
ORDINANCE
AUGUST 6, 2019



Community
Development
Services

Applicant: City of Idaho Falls

Future Land Use Map:

Attachments:

1. Proposed changes

Requested Action: To **recommend** approval of the proposed zoning ordinance amendments to the Mayor and City Council.

Staff Comments: Recently the City adopted a new Airport Overlay Zone in response to FAA concerns the City was not fulfilling its grant assurances. One of the requirements in certain areas of the new overlay was that as part of development, the applicant would be required to provide an avigation easement. An avigation is a protection of airspace, allowing normal aviation operations. The provision easement raised many questions by land owners, developers, and others.

As the Legal Department has further researched the issue, they found avigation easements can be prescriptive, similar to prescriptive road rights-of-way. In other words, if it can be demonstrated that airport operations have existed in the airspace for a significant amount of time, the avigation already exists.

The proposed modification to the ordinance states the avigation easement is only required when a prescriptive easement doesn't already exist.

Staff Recommendation: Staff recommends approval of the ordinance changes.

August 6, 2019

7:00 p.m.

Planning Department

Council Chambers

MEMBERS PRESENT: Commissioners Margaret Wimborne, Joanne Denney, Brent Dixon, George Swaney, George Morrison, Gene Hicks. (6 present 5 votes).

MEMBERS ABSENT: Natalie Black, Lindsey Romankiw, Arnold Cantu,

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Brent McLane and Brian Stephens; City Attorney Michael Kirkham, Esq.; and interested citizens.

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

CHANGES TO AGENDA: None.

MINUTES: Hicks moved to approve the July 11, 2019 minutes, Morrison seconded the motion and it passed unanimously.

Public Hearing:

2. ZONE CHANGE. AMENDMENT TO TITLE 11, CHAPTER 5. Cramer presented the staff report, a part of the record.

Wimborne opened the public hearing.

Applicant: City of Idaho Falls.

Wimborne closed the public hearing.

Hicks moved to recommend to the Mayor and City Council approval of the Amendment to Title 11, Chapter 5, Denney seconded the motion and it passed unanimously.

Swaney left the meeting after confirming that without his presence there would still be a quorum.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING
TITLE 11, CHAPTER 5 TO CLARIFY CONDITIONS OF AVIGATION
EASEMENT DEDICATION AT DEVELOPMENT IN THE AIRPORT
OVERLAY ZONE; PROVIDING SEVERABILITY, CODIFICATION,
PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City's commitment to continued airport operations is firm; and

WHEREAS, protecting IFRA's current and future activities requires, in part, the City's earnest and consistent efforts; and

WHEREAS, such efforts in support of FAA grant assurances include protecting the City's current prescriptive rights of airspace use in and around IFRA; and

WHEREAS, such efforts also include exercising the City's authority under Idaho Code 67-5613 to require that subdivision development is born by the developer and not passed to taxpayers or subsidized by taxpayers; and

WHEREAS, the purpose of this Ordinance is to clarify the manner and extent of the developer's requirement to ensure IFRA's continued use of airspace by the supply of an avigation easement, where such requirement is in compliance with Idaho Code.

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

SECTION 1. Title 11, Chapter 5, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

11-5-3: AIRPORT OVERLAY ZONE

...

(B) Compatible Land Use Regulations.

...

(8) Where specified on Table 11-5-6: Compatible Uses in the Airport Overlay and in order to mitigate the effects of development on the ability of the City to continue to deliver public airport services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate the proposed subdivision development and to the extent the City does not have a prescriptive easement, the property owner shall dedicate to the City, in advance of receiving a building permit, an avigation easement, as defined by this Zoning Code. Avigation easement

dedication is not necessary where or to the extent the City has established a prescriptive right to the airspace.

...

Table 11-5-6: Compatible Uses in the Airport Overlay

<p>“N” denotes a use that is not compatible and is prohibited.</p> <p>“Y” denotes a use that is compatible.</p> <p>“C” denotes a use that is compatible that meets one or more of the following indicated conditions <u>where applicable</u>:</p> <p>Residential densities must be less than nine (9) units per acre for areas of parcels located within the sixty five (65) decibel limit on the IFRA Noise Contours Map (located in the City’s Planning Division)</p> <p>Structures shall be shifted away from runway centerline when possible</p> <p>A recorded avigation easement is required</p> <p>A recorded avigation easement is required if within one thousand feet (1000’) of the runway.</p> <p>Permitted uses will not create bodies of water, or generate smoke, steam, or other visual obstruction</p> <p>An Airport Disclosure Note is required on plats recorded after the adoption of this Section.</p>				
Compatible Land Uses				
Land Use	No Development	Limited Development Approach Surface	Controlled Development Approach Surface	Limited Development
Accessory use	N	C ^{c,f}	Y	Y
Adult Business	N	C ^{c,f}	Y	Y
Agriculture	N	Y	Y	Y
Agriculture Tourism	N	C ^{c,f}	Y	Y
Airport	Y	Y	Y	Y
Amusement Center, Indoor	N	N	Y	Y
Amusement Center, Indoor Shooting Range	N	N	Y	Y
Amusement Center, Outdoor	N	C ^{c,e,f}	C ^e	Y
Animal Care Clinic	N	C ^{c,f}	Y	Y
Animal Care Facility	N	C ^{c,f}	Y	Y

Land Use	No Development	Limited Development Approach Surface	Controlled Development Approach Surface	Limited Development
Artist Studio	N	C ^{b,c,e,f}	C ^e	C ^e
Auction, livestock	N	C ^{c,e,f}	Y	Y
Bed and Breakfast	N	N	C ^{a,b,f}	C ^{d,f}
Boarding /Rooming House	N	N	C ^{a,b,f}	C ^{d,f}
Building Contractor Shop	N	C ^{b,c,f}	Y	Y
Building Material, Garden and Farm Supplies	N	C ^{b,c,f}	Y	Y
Cemetery	N	C ^{c,e,f}	C ^e	Y
Club	N	N	Y	Y
Communication Facility	N	C ^{b,c,e,f}	Y	Y
Correctional Facility or Jail	N	C ^{b,c,e,f}	C ^{b,e}	Y
Day Care, all Types	N	C ^{b,c,f}	Y	Y
Drinking Establishment	N	C ^{b,c,f}	Y	Y
Drive-through Establishment	N	C ^{b,c,f}	Y	Y
Dwelling, accessory unit	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, multi-unit	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, single unit attached	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, single unit detached	N	N	C ^{a,b,f}	C ^{d,f}
Dwelling, two unit	N	N	C ^{a,b,f}	C ^{d,f}
Eating Establishment	N	C ^{b,c,f}	Y	Y
Eating Establishment, limited	N	C ^{b,c,f}	Y	Y
Equipment Assembly	N	C ^{b,c,e,f}	C ^{b,e}	C ^e

Entertainment and Cultural Facilities	N	N	Y	C ^e
Equipment Sales, Rental and Services	N	C ^{b,c,f}	Y	Y
Financial Institutions	N	C ^{b,c,f}	Y	Y
Food Processing, small scale	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Food Processing	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Food Store	N	C ^{b,c,f}	Y	Y
Fuel Station	N	C ^{b,c,f}	Y	Y
Fuel Station, super	N	C ^{b,c,f}	Y	Y
Health Care and Social Services	N	N	Y	Y
Higher Education Center	N	C ^{b,c,f}	Y	Y
Home Occupation	N	N	Y	Y
Hospital	N	C ^{b,c,f}	Y	Y
Industry, Craftsman	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Industry, Heavy	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Industry, Light	N	C ^{b,c,e,f}	C ^{b,e}	C ^e
Information Technology	N	C ^{b,c,f}	Y	Y
Laundry and Dry Cleaning	N	C ^{b,c,f}	Y	Y
Live-Work	N	N	C ^{a,b,f}	C ^{d,f}
Lodging Facility	N	N	C ^{a,b,f}	C ^{d,f}
Manufactured Home	N	N	C ^{a,b,f}	C ^{d,f}
Land Use	No Development	Limited Development Approach Surface	Controlled Development Approach Surface	Limited Development
Medical Support Facility	N	C ^{b,c,f}	Y	Y

Mobile Home Park	N	N	C ^{a,b}	C ^{d,f}
Mortuary	N	N	Y	Y
Park and Recreation Facility	N	N	Y	Y
Parking Facility	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y
Pawn Shop	N	C ^{b,c,f}	Y	Y
Personal Service	N	C ^{b,c,f}	Y	Y
Planned Unit Development	N	N	C ^{a,b,f}	C ^{d,f}
Professional Service	N	C ^{b,c,f}	Y	Y
Public Service Facility	C ^{b,c,e,f}	C ^{b,c,e,f}	C ^{b,e}	C ^e
Public Service Facility, limited	C ^{b,c,e,f}	C ^{b,c,e,f}	C ^{b,e}	C ^e
Public Service Use	C ^{b,c,e,f}	C ^{b,c,e,f}	C ^{b,e}	C ^e
Railroad Freight Terminal and Station	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y
Recreational Vehicle Park	N	N	C ^{a,b,f}	C ^{d,f}
Religious Institution	N	N	Y	Y
Research and Development	N	C ^{b,c,f}	C ^{b,e}	C ^e
Residential Care Facility	N	N	C ^{a,b,f}	C ^{d,f}
Retail	N	C ^{b,c,f}	Y	Y
School	N	C ^{b,c,f}	Y	Y
Short Term Rental	N	N	C ^{a,b,f}	C ^{d,f}
Storage Facility, Indoor	N	C ^{b,c,f}	Y	Y
Storage Facility, self serve	N	C ^{b,c,f}	Y	Y
Storage Yard	N	C ^{b,c,f}	Y	Y
Terminal Yard, trucking and bus	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y

Transit Station	C ^{b,c,e,f}	C ^{b,c,f}	Y	Y
Vehicle Body Shop	N	C ^{b,c,f}	Y	Y
Vehicle Repair and Service	N	C ^{b,c,f}	Y	Y
Vehicle Sales and Rentals	N	C ^{b,c,f}	Y	Y
Vehicle Washing Facility	N	C ^{b,c,f}	Y	Y
Warehouse	N	C ^{b,c,f}	C ^b	Y
Warehouse, Wholesale with flammable materials	N	N	C ^b	Y

SECTION 2. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 3. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of June, 2019.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

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

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,
AMENDING TITLE 11, CHAPTER 5 TO CLARIFY CONDITIONS OF
AVIGATION EASEMENT DEDICATION AT DEVELOPMENT IN THE
AIRPORT OVERLAY ZONE; PROVIDING SEVERABILITY,
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING
EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK