



NOTICE OF PUBLIC MEETING

Monday, November 20, 2017

CITY COUNCIL CHAMBERS

680 Park Avenue

Idaho Falls, ID 83402

3:00 p.m.

The public is invited to attend. This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may 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.

SPECIAL MEETING (Council Work Session)

Call to Order and Roll Call

Mayor and Council:

- Acceptance and/or Receipt of Minutes
- Calendar, Announcements and Reports (10)

Human Resources:

- Vacation and Sick Leave Policy Changes Report (45)

Municipal Services:

- Quarterly Finance Presentation (30)
- 4-H Property Financing Proposal (30)

Public Works:

- City Speed Limits Report and Discussion (30)

Parks and Recreation;

Public Works:

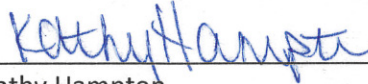
- Canal Pathways Master Agreement Discussion (30)

Legal;

Community Development Services:

- City Code Revisions (Americans with Disabilities Act (ADA)) (30)

DATED this 17th day of November, 2017



Kathy Hampton
City Clerk



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Director

DATE: November 16, 2017

RE: November 14, 2017, Planning Commission Action

Planning Commission took the following action during the November 14, 2017 meeting.

1. **RZON17-011: IF Medical Investment Center.** Lot 2, Block 1, Valencia Park Division 1, First Amended. On November 14, 2017 the Planning and Zoning Commission recommend to the Mayor and City Council approval of the rezoning to remove the PUD designation from the property.
2. **PLAT17-025 4-H Addition:** Generally east of Rollandet Ave., north of Sunnyside Rd, west of S. Boulevard, South of Rogers Ave. On 11/14/2017, the Planning and Zoning Commission recommended to the Mayor and City Council approval of the 4-H addition Final Plat.

RECOMMENDED COUNCIL ACTION: To receive recommendation(s) from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA).

BGC/nf

cc: File

PC Action 11-14-177

October 3, 2017- Idaho Falls Downtown Development Corp board meeting held at 8:30am in the Syringa Networks board room - 460 Park Avenue, Idaho Falls ID. Those in attendance: Jill Hansen, Tony Mesa, Tom Judd, Lisa Farris, Jake Durtshci, Brent McLane, Catherine Smith, and Mala Lyon.

Minutes from September 5, 2017 board meeting reviewed, and board unanimously approved

Financial report – reviewed and board unanimously approved.

- Taste of Downtown was held Sept 15th. Profit was donated to CASA. Suggested that for future events the profits should be kept downtown and used for downtown projects.
- We have renewed our lease with the city to manage the parking lots for the 2017-18 year.
- Idaho Falls Power - they will begin removing the 30' tall street lights and replace them with LED decorative poles. They will start on Park and A Street and move out through the downtown.
- Board discussion of our strategic questions: Who are our Primary Customers? Secondary Customers?
- façade grant update - money for 2017 has been approved for \$79,275 it now is just in the waiting stage for the money to come. There is \$500 left in the 2016 budget for one sign project.

Meeting was adjourned at 9:30am.

Our next board meeting will be held November 7, 2017 at 8:30am in the Syringa Networks board room- 460 Park Avenue, Idaho Falls ID. Respectfully submitted by Kevin Josephson, IFDDC secretary and Mala Lyon

**PARKS & RECREATION
SHADE TREE COMMITTEE MINUTES
Monday, August 29, 2017
Activity Center
12:00 Noon**

ATTENDEES:

Gerry Bates, Delbert Lloyd, Matt Hill, Kim Johnson, Ronnie Campbell, Randy Westergard, Lee Washburn, Rich Potter

APPROVAL OF MINUTES

May 2017 minutes

PUBLIC COMMENT

None

Committee Members:

The Shade Tree Committee has one open positions available.

 Welcome - Richard Potter as the newest member to the committee

City Tree Discussion:

- Ronnie Campbell addressed the red tags that have been tied to street trees throughout the city. The Street Division has been tagging trees that do not meet the height ordinances – this issue on trimming/cutting will be re addressed after the November 2017 election.
- Ronnie Campbell will check into the tree rings that were going to go around the trees Holmes.
- The Memorial Tree/Bench brochure is on hold – would like to add to the brochure the ordinance on tree decorations. (cemetery is working on the ordinance)
- Members voted on no meeting for September due to not enough voting members being able tot attend.
- Members talked about 2018 meeting schedule

CALL FOR AGENDA ITEMS

Agenda Items: No new items.

*Recorded by
Genene Eddins*

**Idaho Falls Sister Cities Youth Meeting
November 1, 2017**

Attendees:

Cameron Archer	Melinda Cebull	Kylie Eaton	Jorge Padron	Rebecca Smith
David Archer	Peter Cebull	Katie Eaton	Kendra Peck	Whitney St. Michel
Max Benjamin	Nicholas Cebull	Mario Estrada	Nathan Peck	Ian St. Michel
Misty Benjamin	Tate Corbridge	Victoria Estrada	Dallin Peck	Anna St. Michel
Maggie Boring	Garrett Corbridge	Karen Finnigan	Laurie Retallic	Jackie Sugai
Wendy Boring	Brennan Corbridge	*Junko Flynn	Jacobi Retallic	Stephanie Van Ausdell
Elliot Boring	David Eaton	Gabe Padron	Noah Sandoval	Ness Villaseñor

*Indicates guest.

Business Section of the Meeting

Minutes:

The October 16th meeting minutes were provided to the group by email. Mario motioned to approve the meeting minutes and Laura seconded his motion.

Treasurer's Report: Membership fees are due by January. Fees are \$25 for one student and \$35 for multiple students in the same family. If you filled out an application form last year, it is good for the 2017 and 2018 membership years. **Please bring your payment to the next meeting.**

The previous balance was \$8011.83. The current balance is \$7602.54. Expenses were \$504.00 in reimbursements for hosting expenses. Income included \$85 in dues, \$9 for a rafting payments, and \$0.72 in dividends. The check for the Mack's Inn float trip is still outstanding. It will cost the group \$25 to cancel the check. Victoria mentioned she has heard of some issues with charges due to the change from Scenic Falls to ISU credit union. A decision was made to wait six months and then send a new check if it has not been cashed.

Japanese Lessons: Junko Flynn attend our meeting and answered questions about Japanese lessons. She would like to have the lessons after school at her house. The lessons will cost \$10 a lesson, and students should bring the money to each lesson. Student signed a sheet to indicate what times they could come to meetings. The following students signed up for lessons.

Monday 5:30-6:30

Dallin Peck
Jacobi Retallic
Nathan Peck
Tate Corbridge
Stephanie Van Ausdell
Gabe Padron

Wednesday 4:30-5:30

Anna St. Michel
Ian St. Michel
Kyle Eaton
Elliot Boring
Maggie Boring

If you would like to take lessons and are not on the list, please let David or Katie Eaton know. Lessons will start next week.

Friendship Garden Clean-up: The group decided to schedule a work day at the Friendship Garden at 2 p.m. Saturday. If the weather is bad, we will reschedule for Wednesday after school. The group will be raking leaves. **Please bring leaf rakes.**

Fundraisers:

- **Ice Skating Fundraiser:** David Archer told us the city was interested in helping us with a fundraiser. Mason, the Head of the Special Events at the REC Center would like to meet with the officers to discuss the fundraiser. David Eaton will set up the meeting with Mason and let the officers know the meeting time.
- **Holiday Festival Fundraiser:** Misty found information about a new Christmas fundraiser that takes place on Nov 15th – 18th. The group could decorate a Christmas tree or Christmas wreaths to sell at the festival. Another option would be to have a booth where the group could sell items. The booth would need to be open from noon – 9 p.m. weekdays and 10 a.m. to 6 p.m. Saturday. The group would need to submit a form by November 10th with information about what type of fundraising we would like to do. The group decided we did not have enough time to organize the event this year. We will have members attend and get more information for next year. **Melinda will email information about the fundraiser to the group.**
- **Paramount Discount Card Fundraiser:** Whitney still is unable to contact the manager.
- **Dixie Diner Fundraiser:** Katie Eaton volunteered to check into this fundraiser.

Tokai Christmas Sharing: Kendra has been working with Haruka on ways we can share our Christmas traditions. Haruka decide it would be fun to have the Japanese group build gingerbread houses. Kendra emailed the group and asked for donations of gingerbread house items, stocking stuffers, or other items to help the Japanese student understand our Christmas traditions. Kendra took the donations to Carole Walters and the adult group will take them to Tokai.

Student Section of the Meeting

Nicholas asked the students to work in groups to make poster to explain different Christmas traditions. A member of each group will present the information to the Japanese group during the Skype session on Friday December 1st. Each group selected a topic and started working on their posters.

The posters will be finished at the next meeting. **Students should bring items to finish the posters to the next meeting. Students should bring Christmas cards to send to the Japanese students too.**

Motion to adjourn was made by Peter and seconded by Jacobi.

**Idaho Falls Sister Cities Youth Planning Meeting
November 8, 2017**

Attendees:

David Archer	Peter Cebull	Teddy Matranga	Kendra Peck	Dallin Peck
Melinda Cebull	David Eaton	David Matranga	Nathan Peck	

Ice Skating Fundraiser:

Background:

The city park and recreation department will help our group with an ice skating fundraiser. The group will be able to use the ice rink for the fundraiser on December 30th from 5 p.m. to 10 p.m. The city is working on an outdoor track that will be lit and have a fire pit, and they hope to have it ready by Thanksgiving. The park and recreation department will print posters for our event. The normal fee for ice time is \$50 an hour. **David Eaton is working on submitting a waiver form so we can use the rink for free.**

Planning Discussion:

The planning group discussed options for the fundraiser and worked to define lead positions needed to organize the fundraiser. Part of the discussion was how much to charge for ice skating, activities, food, and drink. \$5 was suggested for skating. The group discussed having one price for a passport that allowed a person to complete all of the activities or having tickets that could be used for activities or food. There was some discussion on whether the entire time should be used for the fundraiser or if part of the time should be used for set-up and clean-up. **The group also discussed having the students come up with a fundraiser name and develop an advertising poster.** The group decided to focus on defining the leads needed to make the fundraiser work and work on the details with the leads. The following leads were defined.

Overall Coordination: Responsible for working with the park and recreation department to make sure they have all of the information needed from the group to make the fundraiser successful. The coordinator will attend all meetings with the park and recreation department and be the liaison between the youth group and park and recreation department. **David Archer is currently doing this work, and he will be getting more information from the park and recreation contact. He will ask about a deadline for the fundraising poster.**

Marketing Coordinator: Responsible for advertising the ice skating fundraiser. Need to have students or another source design a poster to give to the park and recreation department to print soon. Make sure the posters are provided to the schools and posted around town. Make sure the fundraiser is advertised on the radio, newspaper, and on community calendars.

Music Coordinator: Responsible for having a mix of music to be played during the ice skating. Responsible for playing the music if needed or getting a request for volunteers to play the music to the volunteer coordinator if needed.

Food Coordinator: Responsible for figuring out the food to sell at the fundraiser and requesting food donations from stores in town. Responsible for organizing food preparation, sales, and clean-up. Responsible for providing a list of volunteer positions need to the volunteer coordinator.

Game Coordinator: Responsible for planning games and working with the other leads to figure out how payment for the games would work. It was suggested we could have Japanese themed activities similar to the ones the JACL had at the Rocky Mountain Middle School Japan Day. (Origami, Chopstick skills, Japanese weaving kumihimo, writing names in Katakana, sushi demo, short martial arts lesson, and Taiko if possible) It was suggested we could have a passport people take and get stamped at each station. Another suggestions was to sell tickets that could be used for each activity and also used for food and drinks. Responsible for defining the number of volunteers needed for each activity and getting this information to the volunteer coordinator.

Costume Contest: Responsible for deciding on costume contest categories and finding prizes for each category. Responsible for announcing the contest and winners.

Volunteer Coordinator: Responsible for getting a list of volunteers needed the night of the fundraiser from all of the other coordinators. Responsible for compiling the volunteer list and getting members to fill the volunteer times. Responsible for having volunteers for set-up, clean-up, and ticket/admission sales.

A motion to adjourn was made by Peter and seconded by David Eaton.

XV. VACATIONS:

- A. Calculation of Vacation. Regular Employees will be eligible for paid vacation in accordance with the following schedule and according to Section X of this Personnel Policy. Accrued hours will be pro-rated for Regular Employees that work less than Full-Time:

Years of Service	Vacation Hours	Days	Accrued Time Per Pay Period
0-4 years	140	17.5	5.38
5-9 years	160	20	6.15
10-14 years	180	22.5	6.92
15-19 years	220	27.5	8.46
20 or more	240	30	9.23

1. Maximum vacation accrual is 240 hours. The maximum eligibility for accumulated vacation pay at termination or retirement shall not exceed 240 hours or (30) days.
 2. Employees are not permitted to use more than 3 days of vacation after their last full week on the job.
- B. Scheduling of Vacation. Eligible employees may take their vacations in accordance with the following:
1. First Vacation: New employees shall become eligible for vacation following the first complete month of their employment without a break in service.
 2. Employees with a balance above 240 hours must request approval for rollover. Under extenuating circumstances and subject to recommendation from: the Department Director, Director of Human Resource and Director of Municipal Service and final approval from the Mayor, the excess amount (amount over 240), may be rolled over to the next year. If such request is approved, the overage amount must be used within the immediately succeeding year, after which no accrued vacation totals will exceed the 240 hour maximum.
 3. An employee returning to the employ of the City following a termination of employment for a period greater than ninety (90) days will re-enter the work force as a new employee with respect to vacation privileges and all other benefits described in this Policy.
- C. Minimum Amount of Leave. Vacation leave will be used in increments of fifteen-minutes.

- D. Pay During Vacations. Vacation pay shall be calculated in accordance with the employee's regular job classification rate and work schedule, exclusive of any shift differential where applicable.
- E. Pay in Lieu of Vacation in Event of Termination. An Employee whose employment is terminated (whether voluntarily or involuntarily) and who is eligible for vacation benefits shall receive a lump-sum payment in lieu of such vacation. Vacation benefits will not exceed 240 hours (30) days.
- F. Voluntary Shared Leave Policy. An employee may donate vacation hours to benefit another employee who has, or who will exhaust all leave time due to a serious illness or injury to the employee or immediate family member.
1. An employee requesting additional leave must exhaust all available leave (i.e. vacation, sick, comp time) before requesting donated leave.
 2. Upon approval, Human Resources will notify City employees of the need for donated hours.
 3. Donated vacation hours will be transferred on an hour-for-hour basis. Employees receiving donated hours will be paid for such hours based on their work schedule and their own base hourly rate.
 4. Maximum amount of donated leave an employee can use is 240 hours annually.
 5. Once a donation is made, it cannot be withdrawn. The requesting employee cannot carry unused donated hours forward. All unused donated hours will be returned to the donors.
 6. All donor names and contributions will be kept confidential.

G. Grandfathering Clause: Vacation

1. The full balance of accrued vacation for each employee will be rolled forward effective January 1, 2018.
2. Employees will continue to accrue vacation hours while reducing the carried over balances pursuant to this paragraph.
3. Balances must be reduced down to 368 hours by December 31, 2018. Maximum vacation payout at separation for 2018 is 368 hours. For members of IAFF Local No. 1565, balances for day crew employees must be reduced down to 416 hours and balances for shift schedule employees must be reduced down to twenty-four (24) shifts by December 31, 2018. Maximum vacation payout at separation for 2018 is 416 hours for such day crew employees and twenty-four (24) shifts for such shift schedule employees.
4. The maximum rollover January 1, 2019 will be 368 hours and balances must be used down to 240 hours by December 31, 2019. Maximum vacation payout at separation for 2019 and beyond will be 240 hours. For members of IAFF Local No. 1565, the maximum rollover January 1, 2019 for day crew employees will be 416 hours and will be twenty-four (24) shifts for shift schedule employees and such balances must be used down to

208 hours for day shift employees and twelve (12) shifts for shift schedule employees by December 31, 2019. Maximum vacation payout at separation for 2019 is 208 hours for such day crew employees and twelve (12) shifts for such shift schedule employees.

5. All grandfathering related to an employee's vacation totals will cease on December 31, 2019, after which the maximum number of hours allowed to accrue is 240 hours and, beginning January 1, 2010, vacation accrual shall be only pursuant to Section XV of this Policy.

XVI. RULES GOVERNING CONTINUOUS SERVICE:

Continuous service is an unbroken period of actual performance of assigned duties for the number of hours per week designated as the basic or regular work week for an employee's job classification, except that the following absences shall not be construed as a break in continuous service:

- A. Paid or unpaid absences due to personal sickness and sickness or death in family or absences which qualify for leave under the Family Medical Leave Act.
- B. Excused off-duty period without pay for fifteen (15) calendar days or less.
- C. Off-duty periods covered by the provisions of the Military Leave of Absence Policy.
- D. After one (1) year of continuous service, a layoff for lack of work which does not exceed ninety (90) days.

XVII. SICK LEAVE:

- A. Sick Leave Benefit.

Regular full-time employees will be eligible to accrue and use sick leave. The City recognizes that there are times when employees have health problems that require time away from work. An employee is allowed to use sick leave for:

1. Personal medical needs including:
 - Medical, dental, or optical examinations or treatments
 - Physical or mental illness, injury, pregnancy, childbirth, or adoption-related purposes
 - Possibly jeopardizing the health of others by his or her presence on the job because of exposure, as determined by a health care provider.
2. Care of an immediate family member
3. Bereavement

B. Sick Leave Accrual

Description	Accrued Time Per Pay Period	Hours
Full-time employees	3.69	96
Part-time employees	1.85	48

1. Sick leave may accrue up to a maximum of 1,040 hours total.
2. Employees with five (5) or more years of service may choose to convert sick leave, annually during open enrollment into a 457(b) deferred compensation plan, transfer hours to vacation hours, or cash out hours. A balance of at least 120 hours must be left in the employee's sick leave bank. Sick leave will be converted/cashed out at 33% of the employee's regular hourly rate of pay not to exceed a maximum of \$2,500.
3. If the employee meets the requirements for PERSI retirement, one-third (33%) of the sick leave balance is converted to an HRA Veba plan upon retirement.
4. Upon the death of an active employee, sick leave benefits will be paid 100% to the employee's estate, in the form of cash.

C. Notification Requirements.

A department may require employees to request advanced approval for sick leave for their own medical, dental, or optical examination or treatment. To the extent possible, an employee may be required to request advanced approval for sick leave to attend to a family member receiving medical, dental, or optical examination or treatment, to care for a sick immediate family member or with a serious health condition, for bereavement purposes, and for adoption-related proceedings. If the employee complies with the department notification and medical evidence requirements, the department must grant sick leave.

D. Denial of Sick Leave.

For absences in excess of 3 days, a department may require a medical note. If the employee fails to provide the required medical note within 15 calendar days after the department's request, he or she is not entitled to sick leave. Any employee who is on Occupational Injury leave or on sick leave who is found to be working at another job, using sick leave for something other than recuperation from a qualifying illness or injury or otherwise abusing sick leave, is subject to immediate disciplinary action, up to and including dismissal.

F. Minimum Amount of Leave. Sick leave will be used in increments of fifteen-minutes.

G. Grandfathering Clause: Sick

1. Any employee who currently has more than 1,040 hours of sick leave accrued can choose to remain on the sick leave policy in place on or before November 21, 2017 (old sick leave policy) or to move to the sick leave policy in effect adopted on or after November 21, 2017 (the new sick leave policy). If the employee chooses to stay on the old sick leave policy, that employee will be subject to the old sick leave policy guidelines, will continue to accrue sick hours and (if they meet the requirements for PERSI retirement), that employee's sick leave balance will be converted to an HRA VEBA at the employee's retirement.
2. Any employee who has over 940 hours of accrued sick leave under the old sick leave policy can choose (only during December of 2017) to sell up to 96 hours of such accrued sick leave at 33% of the total number of accrued sick leave hours converted, and can continue to accrue sick leave during the first year of the policy change. Any employee who has accrued sick leave over 1,040 hours under the old policy and chooses to be governed by the new policy will lose all accrued sick leave in excess of 1,040 hours and can also choose to sell up to 96 hours of accrued sick leave at 33% in order to continue to accrue this first year of the policy change.

XVIII. Bereavement Leave:

- A. Bereavement Leave for regular employees may be allowed at their base rate for a period not exceeding three (3) work days, for a death in their immediate family. The Division Director may authorize two (2) additional work days whenever, in the opinion of the Division Director, the employee needs additional time to travel to and from his or her destination. Such additional travel time will be deducted from accumulated sick leave.

Concerns brought up with employee survey:

1. Impact with staffing; some managers think the initial rate of 140 is too high.
2. Vacation grandfathering; employees want to still accrue while working down their balances.
3. Sick grandfathering; employees want to still accrue during the first transition year.
Requesting a one-time payout to get them below the maximum accrual.



MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: November 20, 2017

RE: MASTER CANAL PATHWAY AGREEMENT

Mayor and Council:

Attached for your review is a Master Canal Pathway Agreement between the City of Idaho Falls and Idaho Irrigation District for the purposes of developing pathways on the Districts fee simple and easement entitlements. The agreement has been reviewed and approved by attorney Robb Harris as well as the City attorney.

This Master Canal Pathways Agreement was previously discussed at the October 10th Council Work Session.

Respectfully,

A handwritten signature in blue ink, appearing to read "G. Weitzel", is positioned above the printed name.

Greg A Weitzel
Department of Parks and Recreation

cc: City Clerk
City Attorney

MASTER CANAL PATHWAY AGREEMENT

THIS MASTER CANAL PATHWAY AGREEMENT (this “Master Agreement”) is made and entered into to be effective as of the 1st day of December, 2017 (the “Effective Date”), by and between the **Idaho Irrigation District**, an Idaho irrigation district organized pursuant to Title 43 of the Idaho Code, whose address is 496 East 14th Street, Idaho Falls, Idaho 83404 (hereinafter “District”), and the **City of Idaho Falls**, a political subdivision and municipality existing under and by virtue of the laws of the State of Idaho, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter “City”). District and City are individually a “Party” and together the “Parties”.

RECITALS:

A. District is an irrigation district which owns a number of surface water (or “natural flow”) water rights authorized for irrigation purposes. District is also a party to contracts with the United States of America for storage water accruing to space in the upper Snake River basin.

B. District is also the owner of a distribution system consisting of numerous irrigation canals (collectively, the “canals”) which are vital to delivery of District’s water diverted and delivered pursuant to its water entitlements to District’s patrons.¹

C. The canals exist on property owned by District in fee title or by virtue of prescriptive easements, whether adjudicated or unadjudicated, and/or recorded easements.

D. In addition to the primary easement for the canals, District is also entitled to an undefined, but reasonable and necessary, width outside of the primary easement for secondary rights of access for installation, repair, and maintenance of the canals as provided for under Idaho Code §§ 42-1102 and 42-1204. Consistent with such rights of access, District monitors and adjusts water flows in the canals, removes sediment and debris, maintains and refurbishes the canals and their banks, maintains maintenance roads or paths next to the canals, and performs other inspection, operation, maintenance, and repair activities with the appropriate personnel and equipment. Both the primary easement for the canals and the secondary rights of access for maintenance described herein are referred to hereafter simply as District’s “easements.”

E. City desires to develop pathways for public use along and across some of District’s canals and within some of District’s easements. The construction and maintenance of such pathways may be compatible with District’s primary interests and operations because it will primarily improve District’s current unimproved roads or paths along District’s canals and will aid in the monitoring, repair, and maintenance of District’s canals.

¹ Idaho Code § 42-1209: “Easements or rights-of-way of irrigation districts, Carey act operating companies, nonprofit irrigation entities, lateral ditch associations, and drainage districts are essential for the operations of such irrigation and drainage entities.”

F. In order for City to develop such pathways, City desires to obtain District's cooperation and permission.

G. District and City intend, by entering into this Master Agreement, to accomplish the following in a manner that is consistent with their respective legal and fiduciary responsibilities to enhance City's pathway planning through early consultation between City and District; to establish a process for City's submission of pathway requests and District's consideration of such requests; and to provide the general conditions for District's approval and authorization of pathway requests affecting District's canals, property, operations, and maintenance.

AGREEMENTS:

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

1. General. City agrees to consult with District in City's pathway planning, to submit pathway requests to District, and to obtain District's approval of such requests pursuant to the terms and conditions hereinafter provided. District agrees to consult with City in City's pathway planning, to review City's pathway requests, and to approve those which do not interfere with District's use and management of District's property, business and affairs, District's delivery or drainage of water, or District's access, use, operation, maintenance and repair of its canals and irrigation works, and which do not create unacceptable risks to public safety, pursuant to the terms and conditions hereinafter provided. District's approval shall not be unreasonably withheld. Nothing in this Master Agreement shall be construed, implemented, or enforced to unlawfully diminish or impair District's authority, powers, or discretion in meeting its legal and fiduciary responsibilities in the management and protection of its irrigation system, canals, property, assets, or business and affairs. The Parties agree to implement the provisions of this Master Agreement in a reasonable, good faith manner.

2. Initial Term and Automatic Renewal.

(a) Subject to the provisions of Paragraph 2(b) below, the initial term of this Master Agreement shall be for ten (10) years from the Effective Date, which shall end at 11:59 p.m. on November 30, 2027.

(b) Automatic Renewal. This Master Agreement shall automatically renew for additional one-year terms unless either Party provides written notice to the other Party on or before July 1, 2026 that said Party has elected to terminate the Master Agreement. If no such written notice to terminate is provided by the deadline set forth herein, this Master Agreement shall thereafter automatically renew for successive additional one-year terms unless and until either Party provides written notice to the other Party that the Master Agreement has been terminated on or before July 1st of the final lease year of the current term.

(c) Specific Pathway Agreement Terms. The Parties acknowledge that the terms of specific pathway plans approved through the process described in paragraph 4 below may be different than the term of this Master Agreement.

3. Consultation in City Pathway Planning. The Parties acknowledge that planning of pathways along or across District canals, easements, and fee title lands requires consultation between the Parties as early as possible in City's pathway-planning process to identify potential pathway locations and determine project feasibility before City submits pathway requests to District as provided in Section 3 of this Master Agreement. The Parties shall consult with each other in City's planning process as follows:

(a) City shall provide District notice and an opportunity to comment on pathway plans, maps, proposals, and requirements as early as possible in City's pathway-planning process. This shall include, but is not limited to, situations in which City requires, requests, or authorizes third parties to construct pathways across or along District's canals, and associated real property interests.

(b) To the extent District comments on City's pathways plans, maps, proposals, and requirements, it shall provide such comments in writing and shall: (1) advise City whether District requires additional information in order to respond; (2) identify circumstances and options in which construction and maintenance of pathways across or along District canals may be compatible with District's primary purposes, interests, operations, and obligations without creating unacceptable risks to public safety; (3) identify circumstances in which space constraints, and operation, maintenance, and safety issues preclude, limit, or otherwise diminish the potential for the construction of pathways along or across District canals under consideration; (4) identify circumstances where additional protections may be necessary to prevent access to District diversion structures, controlling works, checks, or other irrigation infrastructure; and (5) identify circumstances where fences may be necessary or warranted on a specific pathway section.

(c) City shall advise District in writing if, prior to submitting a pathway request, City desires a statement from District regarding the feasibility of a specific pathway along or across a District canal, easement, or fee title land based on City's submission of preliminary plans. A statement that a proposed pathway is feasible shall not constitute District approval as provided in paragraph 3 below, nor affect the Parties' rights and obligations in the submission, review, and approval of pathway requests as provided in paragraph 3 or elsewhere in this Master Agreement.

4. Submission, Review, and Approval of Specific Pathway Requests Within or Affecting District Property or Canals. District has preliminarily identified possible pathway locations on the map attached hereto as **Exhibit 3**. The inclusion of this preliminary map is conceptual only, and does not obligate District to approve the depicted pathways on **Exhibit 3**. The approval of any pathway under this Master Agreement, whether depicted on **Exhibit 3** or not, is subject to the following procedures, terms, and conditions which shall apply to the submission, review, and approval of specific pathway requests:

(a) Written Request. Prior to constructing, requiring, or authorizing any pathway and/or related landscaping, and structures within or affecting any District property, right-of-way, canal, or irrigation works, City agrees to submit a written request to District, and to obtain District's written permission and approval.

(b) Time Period for Written Request. City shall submit its request far enough in advance of the proposed initiation of construction to provide District a reasonable time to evaluate and respond to the request. Generally speaking, such a request shall be submitted six (6) months prior to the proposed first date of construction. In the event the timing of pathway construction is time-sensitive and necessitates review and approval in less than six (6) months prior to the proposed first date of construction, the City may request a special meeting to be held by District within thirty (30) day of such special meeting request to review City's written request, provided that City shall reimburse District for the costs associated with such special meeting.

(c) Written Request Information. Each request shall describe the proposed pathway generally, identify the proposed dates of construction (if any), and shall identify any known local, state, or federal procedures or requirements which may affect District's review and approval of the proposed pathway.

(d) Written Request Information on Location. Each request shall include a location map, general legal description, authorization from the servient estate owner that may be required, if any, and construction plans which show the pathway's proposed location, design, and all physical structures, plants and landscaping proposed to be constructed, installed, or planted in connection with the pathway.

(e) District Approval Information. If the board of directors of District approves the pathway, an agreement shall be prepared specific to such pathway, and it shall incorporate by reference all covenants, conditions, and agreements of this Master Agreement, shall identify the proposed pathway, shall give a legal description of the pathway, and shall include any special conditions applicable to the particular proposed pathway. The agreement shall be prepared by City at City's sole expense, and shall be reviewed by District at District's sole expense.

(f) Execution of Duplicates. City shall execute duplicate originals of each agreement and deliver them to District for consideration during the next regularly-scheduled meeting of District's board of directors.

(g) District Approval Deadline. District agrees to complete its review of City's requests for pathway agreements pursuant to this Master Agreement within two (2) months prior to the first date of construction. District's approval shall not be unreasonably withheld, consistent with its legal and fiduciary responsibilities.

5. Indemnification. Subject to the limitations of Idaho law, including Article VIII section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code 6-901 *et seq.*), City agrees to defend, indemnify and hold harmless District, District's directors, officers, employees, agents, contractors, partners, and the heirs, personal representatives, successors, and assigns of each of them (hereinafter collectively referred to as "District" for purposes of City's covenants to indemnify in this Master Agreement) from and against all liabilities, penalties, costs, lost damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from the terms and performance of this Master Agreement and any agreement executed hereunder; City's construction, use, operation, or

maintenance of pathways and related facilities within and affecting District's property, canals, and irrigation works; or the use of such pathways and facilities by any third party or member of the public. Such liabilities include claims from District patrons for crop loss damages proven to be the result of curtailment of diversions and lack of irrigation water necessary for the City or other emergency response personnel to respond to an emergency associated with a City pathway or user of a City pathway.

The provisions of this section establish duties between City and District only, and this Master Agreement does not intend, nor does it provide, that this duty is owed to any other entity and/or person, and specifically this section does not extend these duties to the public beyond the provisions of Idaho Code § 36-1604, which are incorporated herein by this reference.

6. Emergency Action Plan. Prior to the construction of any pathways under this Master Agreement, City shall prepare and follow an emergency action plan addressing processes and procedures to be followed by City emergency response personnel and other emergency response personnel in response to a possible drowning or other emergency arising out of use a City pathway. The City shall allow District to be involved in the preparation of the emergency plan, and City shall provide a copy of the completed emergency action plan to District.

7. Authorization From Servient Estate Owners, If Any, Is The Responsibility of City. With respect to District's easements, District's commitments in this Master Agreement and the uses permitted by any agreement executed pursuant to this Master Agreement pertain only to District's rights as the owner of easements.² A right to construct the pathway may also be subject to authorization from the holders of title to the servient estate. Should City fail to obtain any necessary authorizations under Idaho law from the holder of title of the servient estate to an easement of District which is the subject of an agreement executed pursuant to this Master Agreement, or should the authorization obtained prove legally ineffectual, City shall hold harmless, indemnify, and defend District from any claim by any party arising out of or related to such failure to obtain such authorization or rights. Where City is unable to locate deeds or other legal instruments available to the public evidencing ownership of a certain canal or easement, District will work with City to provide copies to City of any deeds or other legal instruments in the possession of District evidencing ownership or other legal rights associated with its canals and easements.

8. Conditions Governing Construction And Use of Authorized Pathways. Construction, use, maintenance, and repair of each pathway by City and members of the public within or affecting District's canals, irrigation system and works, and associated real property interests shall be performed in accordance with the conditions listed below. "Facility" means any pathway and any object, plant, or thing of any nature installed in, on, under or across District's canals and property by City, and any activity which changes the physical condition or appearance of District's property, canals, and irrigation system.

² "Because a ditch right acts as an easement, the 'ditch owner' the statute refers to is the owner of the dominant estate, and the 'landowner' the statute refers to is the owner of the servient estate." *Zingiber Inv., LLC v. Hagerman Highway Dist.*, 150 Idaho 675, 682, 249 P.3d 868, 875 (2011).

(a) Authorized Users of Pathway. The purpose of agreements executed pursuant to this Master Agreement shall be to approve, authorize, and permit the construction, installation, use, and maintenance of pathways and related facilities within or affecting District's canals, irrigation system and works and associated property, and to permit City to make the pathways available to the public without charge for recreational uses, as contemplated by Idaho Code § 36-1604. Motor vehicles, all-terrain vehicles, utility-type vehicles specialty off-highway vehicles, motorcycles, motor-driven cycles, mopeds, and motor bikes (all as defined in Idaho Code Title 49, Chapter 2) shall not be used on the pathways. Exceptions to this prohibition include bicycles, electrical personal-assisted mobility devices, motorized wheelchairs, and similar conveyances; authorized emergency vehicles; District or City maintenance vehicles being operated in the course and scope of work performed for District or City; or where written permission has been granted for operation of a motor vehicle by District or City. Authorized uses of the pathways include walking, jogging, pushing baby carriages, riding bicycles, and walking dogs. Provided, however, that in the event water testing in the District's canals returns results showing water contamination levels in excess of acceptable United States Department of Agriculture standards, consistent with applicable law, District may restrict or prohibit walking dogs on pathways.

(b) Pathway Always Subject to District's Rights of Maintenance and Operation. The uses permitted by each agreement executed pursuant to this Master Agreement shall all times be subordinate and subservient to District's rights and uses of District's property, canals, and irrigation works. Nothing contained herein or in any agreement executed pursuant to this Master Agreement shall be construed, implemented, or enforced to impair, limit, restrict, or otherwise affect District's rights, authority, powers, and discretion with respect to District's property, canals, and irrigation system, or to grant or create any rights which interfere with the purposes and uses to which District's property, canals, and irrigation system are devoted and dedicated. District and City agree that all of District's rights and discretion to access, operate, construct, maintain, repair, clean or otherwise use of any portion of District's property, and irrigation works are reserved. After reasonable advance notice from District for routine or anticipated work, or immediately upon notice of an emergency situation where such emergency is made in the sole discretion of District, City agrees to temporarily suspend its use and public use of pathways when the use of the easement areas occupied by the pathways is required by District for access, operation, maintenance, repair, cleaning and other District purposes, or to perform, effectuate or enforce any provision of this Master Agreement or any agreement executed pursuant to this Master Agreement.

(c) Continued Recognition of District's Right to Deposit Spoil. City acknowledges that District has, and agrees that District shall continue to have, the right to deposit sediment, plant material, debris, and other material (collectively "spoil") which District removes from its canals on District's fee title lands and District's easement areas for its canals pursuant to Idaho law, and specifically, Idaho Code § 42-1102. Without limiting this right, District agrees to give reasonable advance notice to City prior to depositing spoil along District's canals, and to exercise reasonable efforts to avoid placing spoil on City's pathways. City may spread and level any spoil removed from the canals and placed on District's land and easement areas or, in the alternative, may transport the spoil to a sanitary landfill or some other authorized place of disposal. District shall have no obligation to spread, level, or remove any spoil removed

from the canals and placed on District's fee title lands and easement areas. Provided, however, that District may notify City and elect to transport and use the spoil elsewhere in the District.

(d) City Shall Maintain All of District's Canals Located Within City Limits. Notwithstanding the provisions of this paragraph regarding District's rights concerning maintenance, as consideration for entering into this Master Agreement, City shall maintain—at City's sole cost and expense—all of the District's canal banks on both sides of the District's canals within City limits over a three-year phased-in schedule of District's canals identified and described on **Exhibit 1**. The City's maintenance shall be consistent with District's maintenance schedule described on **Exhibit 2** attached hereto. City's obligation to maintain District's canals shall apply to all District's canals, regardless of whether a pathway has been constructed by City on said canal or canal segment. City's obligation shall include removal of certain trees identified by District where the tree(s) identified for removal are necessary for removal consistent with District's duties described under Idaho Code §§ 42-1202, 42-1203, 42-1204, and 42-1102, provided, however, that City may remove such trees over a three-year period. Notwithstanding the provisions of this paragraph, City shall have no right or obligation to alter, amend, or maintain the bottom of District's canals, as the responsibility for alteration or maintenance of the canal bottoms shall remain District's responsibility. Furthermore, it is understood and agreed that in order to properly maintain District's canals and laterals, it will require the use and application of certain herbicides and insecticides. City agrees that it will assume the task and perform the application of any required chemicals. In performing any such application, City agrees that it will undertake no activity or allow any chemical to be applied in such a manner so as to cause District or its canals to be out of compliance with any National Pollutant Discharge Elimination System (NPDES) permit, constitute a violation of the Clean Water Act (CWA), or be in violation any other local, state or federal act or rule governing the use of chemicals in the maintenance of District's canals or laterals (as presently applicable or as may be applicable in the future).

(e) Pathway Maintained By City. The pathways shall be constructed, operated, maintained, repaired, and cleaned at all times by City, at the cost and expense of City, in a good, workmanlike, safe, sanitary, and attractive manner and condition in compliance with the laws of the State of Idaho and the conditions stated herein. The City recognizes that District patrons are subject to rules and regulations promulgated by the United States Department of Agriculture, some of which apply to water supply. Accordingly, the City shall enforce its anti-littering ordinances, provide waste receptacles, provide animal waste receptacles, and take other reasonable actions within its authority to prevent litter, trash, animal waste, or other material to gather or be deposited on or along the pathways or in District's canals.

(f) No Encumbrances on Pathway. City shall have no right, power or authority to allow or suffer any lien or other charge or encumbrance of any kind against District's right, title and interest in District's property, canals, and irrigation works.

(g) Pathway Construction and Operation Shall Not Interfere With Flow of Water. City agrees to construct, install, operate, maintain, and repair each facility and conduct its activities within or affecting District's canals and property so as not to constitute or cause: (1) a hazard to any person or property; (2) an interruption or interference with the flow of water in any ditch or the delivery or drainage of water by District; (3) an increase in seepage or any other

increase in the loss of water from the ditch; (4) the subsidence of soil within or adjacent to the easement; and (5) any other damage to District's property, canals and irrigation works. The provisions of this section pertain to construction, maintenance, and repair and otherwise establish a duty owed by City to District only, and this Master Agreement does not intend nor does it provide that this duty is owed to any other entity and/or person, and specifically this provision does not extend the duty of City to the public beyond the provisions of Idaho Code § 36-1604, which are incorporated herein by this reference.

(h) Indemnification Concerning Interference With Flow of Water From Pathway Construction or Use. City agrees to indemnify, hold harmless, and defend District from all claims for damages arising out of any of City's construction or activity which constitutes or causes any of the circumstances enumerated in the preceding paragraph of this Master Agreement or any other damage to the easement and irrigation works which may be caused by the construction, installation, operation, maintenance, repair, and any use or condition of any pathway or facility.

(i) Signage and Protection of Public Safety. City shall do the following to ensure that the permitted public uses of pathways do not interfere with District's property and District's access, operation, maintenance, cleaning, and repair of its canals and irrigation works:

(1) Pathway Signs. City, in consultation with District, shall prepare and install readily visible signs at pathway entrances or other appropriate locations along each pathway advising the public of appropriate matters, such as: (1) that the pathway is located within District's property or easement by District's consent; (2) that the primary use of the easement area is for District's access, operation, maintenance, repair and cleaning of District's ditch and irrigation works; (3) that users of the pathway must yield to District personnel engaged in District activities; (4) that swimming by humans or animals, wading, boating, littering, and any other activity in District canals or within the inside slope of District ditch banks is prohibited; (5) that public use of motor vehicles or equipment on the pathway is prohibited; (6) that the pathway may be closed from time to time upon request of District; (7) of any City ordinances which apply to public use of the pathway; (8) of the permitted hours of use of the pathway, if any; and (9) that use of pathways is only authorized for designated pathways and use of other District canal banks is strictly prohibited.

(2) Other Signage. At canal locations with no constructed pathways where the Parties agree it is evident that the public accesses or could access canal banks in a problematic and unauthorized fashion, City shall prepare and install readily visible signs indicating "No Public Access" or a statement with substantially similar content. City shall also prepare and install readily visible signs at the locations where the approved pathways end (i.e., at the edge of City limits where Bonneville County jurisdiction begins) indicating "End of City Pathway, No Further Public Access" or a statement with substantially similar content. An initial conceptual map of possible pathway locations and the locations of such signage indicated with tick marks is attached hereto as **Exhibit 3**.

(3) Enforcement. City shall take appropriate action and exercise best efforts to protect the safety of the members of the public who use City's pathways, ensure that members of the public comply with the terms of this Master Agreement, agreements executed

pursuant to this Master Agreement, and any City ordinance regarding activity on City pathways, prevent interference with District's use, operation, and maintenance of District's property, canals, and irrigation works, and prevent members of the public using City pathways from swimming, wading, boating, or conducting any other activity within the inside slope of District's canal banks. This Master Agreement shall not prevent District from enforcing any prohibition against unauthorized use of District's property, canals, and irrigation works.

(4) Education and Media Outreach. City shall participate with District on educational activities related to canal safety and media outreach. City and District shall meet yearly to analyze the past year's participation and negotiate in good faith to develop subsequent goals for City's participation to implement area canal safety and media outreach. City participation may include sponsorship of the "Otto Otter" school safety program, IWUA/Upper Valley water users' media outreach program, water awareness week, adopt-a-canal clean-up, and other area water safety and education programs. City and District shall cooperate in seeking grant funds or other sponsors to fund the education activities and media outreach.

(j) Notice of Construction Completion. City shall provide notice prior to and immediately after construction so that District or District's engineers may inspect the construction. Final acceptance of the work performed and the materials used in City's installation of the pathway and all facilities shall not be made until all such work and materials have been expressly approved by District. Such approval by District shall not be unreasonably withheld.

(k) Encroachments Shall Not Be Placed. City shall not excavate, place any structures, plant any trees, shrubs, or landscaping, or perform any other construction or activity within or affecting District's property, canals, and irrigation system except as authorized by agreements executed pursuant to this Master Agreement without the prior written consent of District.

(l) City Obligation For Pathway Repairs. Upon request of District, City shall investigate and perform reasonable and necessary modifications or repairs of any facility or alteration constructed or performed by City which does not comply with the terms of this Master Agreement or any agreement executed pursuant hereto. District shall give reasonable notice to the City and shall allow City a reasonable period of time to perform such maintenance, repair, and other work. District reserves the right to perform any and all work which City fails or refuses to perform within a reasonable time after request, and/or to require the public use of the pathway be temporarily suspended until such work is completed. In cases of emergency District shall attempt to give such notice as is reasonable under the circumstances and reserves the right to perform any work deemed necessary under the circumstances. City agrees to pay to District, on demand, the costs which shall be reasonably expended by District for such purposes. Nothing in this paragraph shall create or support any claim of any kind by City or any third party against District for failure to exercise the options stated in this paragraph.

(m) Compliance with Law. City shall comply fully with all federal, state or other laws, rules, regulations, directives, or other governmental requirements in any form as administered by appropriate authorities, regarding environmental matters, and specifically those relating to pollution control and to materials and chemicals which may be harmful to human health or the environment, which may be applicable to its construction, installation, operation, or

maintenance of any pathway and facilities pursuant to this Master Agreement and any agreement executed hereunder.

(n) Covenants Running With the Easement. The covenants, conditions and agreements contained in each agreement and this Master Agreement shall constitute covenants to run with, and running with, City's use of District's easement, and shall be binding on each of the Parties hereto and on all parties and all persons claiming under them for as long as the subject pathway continues to be used for the purposes authorized by each agreement. City shall provide District written notice upon cessation of use of each authorized pathway for the authorized purposes.

9. Applicable Law and Jurisdiction Unaffected. Neither the terms of this Master Agreement, nor any agreement executed hereunder, nor the Parties' exercise of any rights or performance of any obligations hereunder, shall be construed or asserted to extend the application of any such governmental requirements or the jurisdiction of any federal, state, or other agency or official to District's ownership, operation, and maintenance of its canals; drains, canals, irrigation works and facilities which did not apply prior to and without execution of this Master Agreement.

By entering this Master Agreement, District does not create, or exercise legal or other authority, either express or implied, to regulate, control, or prohibit the discharge or contribution of pollutants or contaminants to any groundwater, waters of the State of Idaho or the United States, or any other destination. Such authority, to the extent that it exists, is possessed and exercised by governmental environmental agencies.

By entering into this Master Agreement, District does not assume any responsibility or liability for any impact upon or degradation of human health or safety or the environment resulting from any activity of the other Party, including, but not limited to, City's construction, operation, and maintenance of its pathways and facilities.

In the event District is required to comply with any governmental requirements or is subject to the jurisdiction of any governmental agency as a result of authorizing the construction and maintenance of a pathway upon its property, canals, or irrigation works, City, if it is the cause of such governmental intervention shall: (1) immediately cease such action; and (2) indemnify, hold harmless or defend or reimburse District for its costs and liabilities associated with the governmental requirements and intervention.

10. Water Rights. City acknowledges that the waters in District's canals are fully appropriated for beneficial use, and that the water flows in District's canals fluctuate based on demand, diversion, and use of water. City shall not attempt to divert or claim the right to diversion or maintenance of minimum stream flows of any water in any of District's canals. City shall not in any manner attempt to require District to maintain any flow of water in any of District's canals. Provided, however, that this provision does not inhibit City's ability to otherwise divert water from District's canals under City's entitlements as a patron of District consistent with District's operations.

11. Not a Public Dedication. Except for the permission to construct and maintain pathway(s) contained in agreements executed pursuant to this Master Agreement, nothing contained herein or in such agreements shall be deemed to constitute a gift or dedication of any portion of District's property, canals, or irrigation and drainage works to the general public or for the benefit of the general public or for any public purpose whatsoever, and nothing contained herein shall be deemed to provide that any pathway shall be used for any other purpose than as stated herein and in agreements executed pursuant hereto, it being the intention of the Parties that this Master Agreement and any further agreements will be strictly limited to and for the purposes expressed herein. The Parties shall be permitted, from time to time, to take whatever reasonable action it or they deem necessary to prevent any portion of District's property, canals, and irrigation and drainage works from being dedicated or taken for public use or benefit.

12. Relocation. If desired by District, any pathway within or upon District's property, canals, and irrigation system and works that is not interfering or impacting District's operations may be relocated in a functionally similar manner. Such relocation shall be with the prior written approval of City, which approval shall not be unreasonably withheld. The costs of such relocation shall be borne by District.

13. Dispute Resolution. The Parties agree to engage in mediation through a mutually acceptable mediator prior to institution of legal proceedings to resolve any issues pertaining to the provisions of this Master Agreement. The Parties shall each pay fifty percent (50%) of all fees and costs charged by such mediator.

14. Default. If dispute resolution is unsuccessful and either Party believes that the other Party has failed to perform any of their obligations under this Master Agreement and that failure continues for sixty (60) days after receipt of written notice from the other Party, the non-breaching Party may (i) bring an appropriate action for specific performance of this Master Agreement; (ii) bring an appropriate action for any damages incurred as a result of such failure; and/or (iii) pursue any other remedies available to under this Master Agreement, at law or in equity.

15. No Claims Created. Nothing in this Master Agreement or any agreement executed or permit issued pursuant to this Master Agreement shall create or support a claim of estoppel, waiver, prescription, or adverse possession by either Party by either Party hereto or any third party against either Party hereto.

16. Rights Nonexclusive. This Master Agreement is entered subject to all rights previously acquired by third parties. The rights and privileges granted by this Master Agreement are nonexclusive and will not prohibit District or City from entering into agreements with other parties.

17. Assignment. Neither this Master Agreement nor any agreement entered pursuant to this Master Agreement may be assigned or transferred without the prior written approval of the Parties, which approval shall not be unreasonably withheld.

18. Attorney Fees. Should either Party incur costs or attorney fees in connection with efforts to enforce the provisions of this Master Agreement or any agreement executed pursuant hereto, whether by institution of suit or not, the Party rightfully enforcing or rightfully resisting

enforcement of such provisions, or the prevailing Party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other Party.

19. Construction, Binding Effect, and Authority. This Master Agreement shall be construed and enforced in accordance with the laws of the State of Idaho and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors. This Master Agreement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this Master Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Master Agreement shall remain in full force and effect. The Parties represent and warrant to each other that they each have authority to enter this Master Agreement.

20. Paragraph Headings. The section headings herein set forth are provided only for the convenience of the Parties in locating various provisions of the Master Agreement, and are not intended to be aids in interpretation of any provision of the agreement with respect to which the Parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the Agreement.

21. Notices. Any and all notices, demands, consents and approvals required pursuant to this Master Agreement shall be hand delivered, faxed, or emailed, or if sent by mail, with postage prepaid, addressed to the Parties as follows:

CITY	DISTRICT
Mayor of the City of Idaho Falls P.O. Box 50220 Idaho Falls, Idaho 83405	Board Chairman, Idaho Irrigation District 496 East 14 th Street Idaho Falls, Idaho 83404

22. Recording. This Master Agreement shall be recorded in the records of Bonneville County, Idaho.

23. Governing Law and Venue. This Master Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Idaho and venue over any dispute arising hereunder shall be deemed to be in Bonneville County, Idaho.

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

“DISTRICT”

IDAHO IRRIGATION DISTRICT

By: Alan Kelsch
Its: Chairman

STATE OF IDAHO)
)ss.
County of Bonneville)

On this ____ day of _____, 2017, before me a notary public in and for said State, personally appeared Alan Kelsch, known or identified to me (or proved to me on the oath of Alan Kelsch) to be the board chairman of the irrigation district that executed the instrument, or the person who executed the instrument on behalf of said irrigation district, and acknowledged to me that such irrigation district executed the same.

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

(seal)

Notary Public for Idaho
Residing at _____, Idaho
My commission expires: _____

“CITY”

CITY OF IDAHO FALLS, an Idaho municipal corporation

By: Rebecca L. Noah Casper, Mayor

ATTEST

Kathy Hampton
City Clerk, City of Idaho Falls

STATE OF IDAHO)
)ss.
County of Bonneville)

On this ____ day of _____, 2017, before me a notary public in and for said State, personally appeared Rebecca L. Noah Casper, known or identified to me (or proved to me on the oath of Rebecca L. Noah Casper) to be the mayor of the City of Idaho Falls that executed the instrument or the person who executed the instrument on behalf of said city, and acknowledged to me that such city executed the same.

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

(seal)

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: _____

EXHIBIT 1
Three-year Phased-in Maintenance Schedule

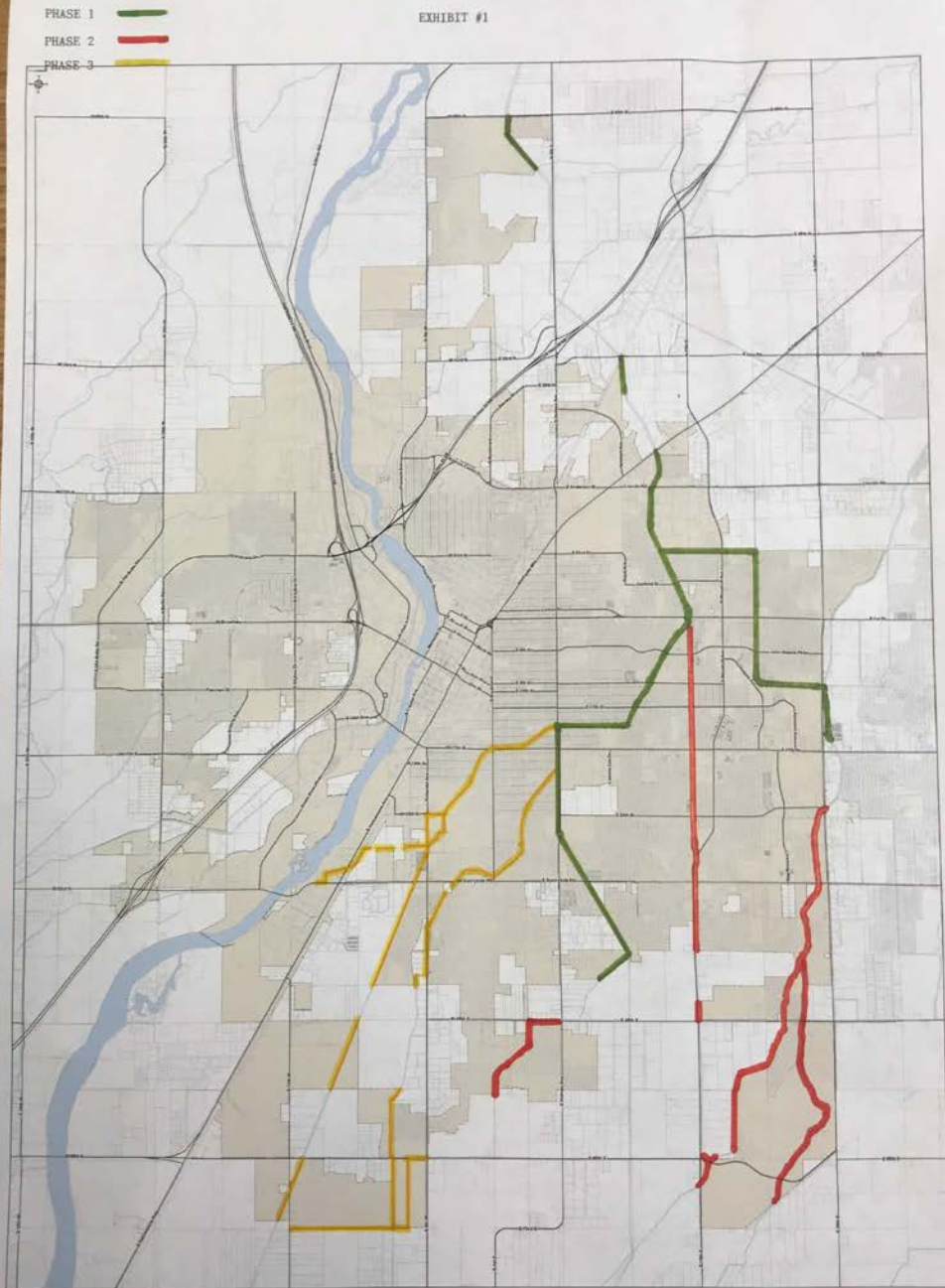


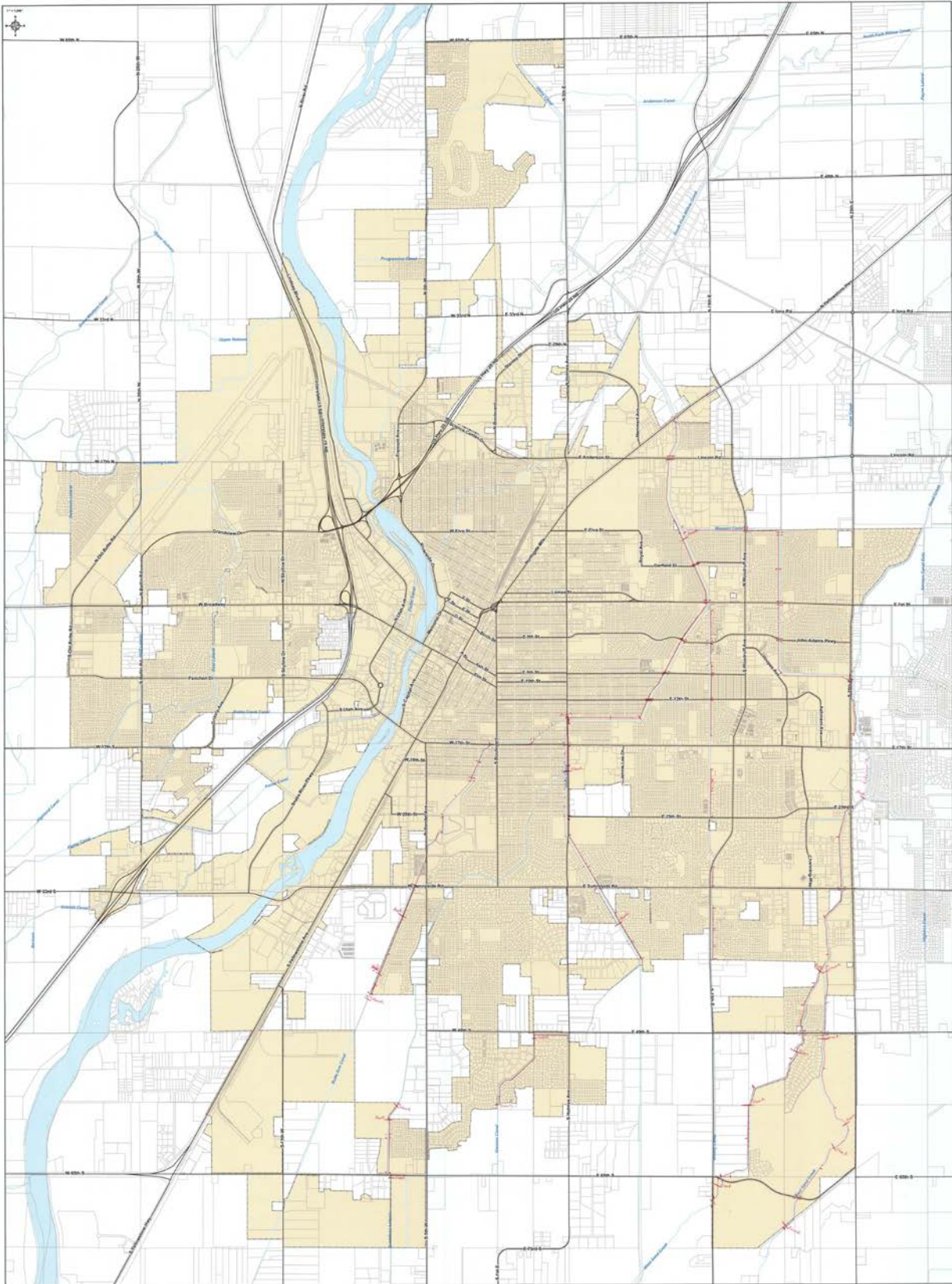
EXHIBIT 2

District's Maintenance Schedule

IID - City Canal Maintenance Standards	
All maintenance standards are subject to revision of the District if conditions dictate or applicable law.	
Mowing	Mowing at a minimum of 3 times per year.
	10 inch maximum height of vegetation.
	Maximum prevention of clippings passage beyond riparian edge and prevention of clippings from entering water by machinery.
Weeds	Control of noxious and invasive weeds and grasses.
	10 inch maximum height.
	Spray in a manner to be applied in a direction from downstream to upstream in order to minimize water concentration levels and to maximize dilution of chemicals in water as possible.
	Conform to all labeled uses.
Riparian Edge	Maintain a riparian edge sufficient to prevent erosion of canal.
	Riparian zone maintenance to maximize the prevention of clippings due to mowing from entering water due to wind or weather.
Trees, Bushes, & Shrubs	Removal of all trees, shrubs, bushes, and woody plants within easement as identified by District.
	Trimming of all trees, shrubs, bushes, and woody plants interfering with canal easement.
Canal Banks & Roadways	No removal or leveling of canal banks or roadways which lowers the height or compromises the integrity of the canal banks.

EXHIBIT 3

Initial Conceptual Pathway Map (Pathways in red; Signage locations shown with red tick marks)





MEMORANDUM

TO: Mayor Casper

FROM: Randy Fife

DATE: November 15, 2017

RE: Proposed ADA-related ordinances

Lisa Farris, the City's ADA coordinator, Mike Kirkham, Assistant City Attorney, and I have been meeting for a number of months to review the City Code relative to the American with Disability Act, as amended (ADA). The following is a summary of proposed changes to City Code that support the City's compliance with the ADA.

1. Title 2, Chapter 13

A. The Purpose

The purpose is to change the nature of the Accessibility Commission to be advisory rather than directive. The Commission is currently on hiatus and, when functioning, tends to create a situation where it is directing the City's ADA coordinator's efforts rather than playing a supportive role in those efforts. Reducing the number of members allows the Commission to meet and make decisions with fewer members compromising a quorum. Membership requirements for City residency should allow the Commission to focus on City needs.

B. Proposed Change

The ADA Advisory Board, and reduce membership from seven (7) to five (5) members. Clarify that the Board is advisory and supports the City's ADA coordinator. Simplifies and clarifies the purposes, duties, and organization of the Board.

2. Title 8, Chapter 8

A. The Purpose

The Ordinance makes it clear what cannot obstruct ADA pathways on a sidewalk. It consolidates definitions and removes redundancies.

B. Proposed Change

This Ordinance is reorganized but with very few substantive changes. Changes include a specific reference to the ADA in "Purpose", clarification of "Downtown Area" to be consistent with other parts of the IFCC, and clarification of what is allowed as a public fixture on a sidewalk. Some internal redundancies were removed from the Ordinance.

3. Title 8, Chapter 10

A. The Purpose

In the opinion of the City Attorney's office, the exemptions from the requirements of snow removal are unconstitutional and work at the cross-purpose for allowing unimpeded travel pedestrians and others on sidewalks during the winter. A property owner is responsible for the removal of snow, but does not need to do it himself or herself. Failure to pass this Ordinance would arguably continue to allow the obstruction of the ADA pathways based upon a class or condition of people.

B. Proposed Change

The exemptions from snow removal requirement are eliminated. The ultimate responsibility for snow removal remains with the property owner. The Ordinance clarifies that snow removal from sidewalks cannot interfere with ADA access.

4. Curb Parking (IFCC 9-4-6)

A. The Purpose

At present, the regulations regarding parking parallel to a curb on two-way streets is very similar to what is prohibited in the Idaho State Code at 49-66(1) and (2). The regulation in the City Code at 9-4-6(B) regarding the one-way street parallel parking is ambiguous and ineffective. Elimination to the redundancy and using the Idaho Code promotes efficiency in the Police Department.

The reverse angle parking is not allowed by City Code. The change will allow reverse angle parking where the parking regulators designate. The Idaho Code does not clearly eliminate parking on top of or behind curbs. The Ordinance would clearly prohibit this practice. This prohibition should reduce the breakdown of curbs (especially on the "numbered," "tree," and "lettered" streets) and will ensure that the wheels of vehicles will remain on improved roads and will not interfere with ADA access routes.

B. Proposed Change

This Ordinance eliminates parking restrictions that are redundant of the Idaho Code and allows for front end angle parking or reverse angle parking and prohibits parking on or behind a curb.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, REVISING TITLE 2, CHAPTER 13 TO CLARIFY POWERS, DUTIES, AND RESPONSIBILITIES OF THE ACCESSIBILITY COMMISSION; RENAMING IT THE ADA ADVISORY BOARD; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the American Disabilities Act of 1990 regulates matters pertaining to the disability community; and

WHEREAS, the City has a longstanding and sincere commitment to promoting and facilitating accessibility for all citizens; and

WHEREAS, the Accessibility Commission is an important advisory group which can provide expertise and assistance to the City; and

WHEREAS, the City's ADA coordinator works closely with members of the disability community; and

WHEREAS; the City desires to continue to draw upon the expertise, passion, and interest of the disability community; and

WHEREAS, revision of Accessibility Commission duties will allow the City to continue to ensure that everyone of its citizens and all visitors are able to participate fully in City facilities, properties, and programs.

WHEREAS, a change in the name of the Commission to the ADA Advisory Board describes more accurately its duties and responsibilities.

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

SECTION 1. Title 2, Chapter 13, of the City Code of the City of Idaho Falls, Idaho, is hereby rescinded and replaced with the following language:

2-13-1: **PURPOSE:** The purpose of the ADA Advisory Board ("Board") is to assist the City's ADA Coordinator, the Mayor, and Council in identifying, evaluating, designating, prioritizing, and modifying accessibility within the City and to suggest improvements to City facilities, properties, and programs.

2-13-2: **Powers, Duties, and Responsibilities.** The Board shall have the following powers, duties, and responsibilities:

- A. Advise the City ADA coordinator regarding the identification, evaluation, designation, priority, and modification of accessibility to City facilities, properties, and programs; and
- B. Assist the City ADA coordinator in conducting and maintaining an accessibility survey of all City facilities, properties, and programs; and
- C. Assist the City ADA coordinator in determining priorities for recommended modifications to City facilities, properties, and programs; and
- D. In coordination with the City's ADA coordinator, promote and conduct educational programs for City staff regarding ADA accessibility.

2-13-3: Appointment. The Mayor, with consent of the Council, shall appoint five (5) members of the Board who shall be a City resident with a disability or with a demonstrated interest, competence, or knowledge of the needs and the concerns of the disability community. Members shall be selected without regard to political affiliation, race, color, national origin, gender, family status, sex, handicapping condition, sexual orientation, gender identity/expression or religion and shall live within the City's limits. Board members shall serve without compensation. The Mayor may appoint, with the consent of the Council, additional persons with expertise and experience to be non-voting ex-officio members of the Board.

2-13-4: Terms. A Board member shall be appointed to serve a term of three (3) years. Terms of no more than two (2) memberships shall expire in any calendar year. Members may be reappointed.

2-13-5: Vacancies. The Mayor, with the consent of the Council, shall appoint a qualified member to fill any unexpired term of a Board member in the event of a vacancy.

2-13-6: Attendance. A voting Board member may be removed by the Board following two (2) consecutive absences which are not excused by the Chair, or where the Board members absent for more than two (2) consecutive Board meetings in any calendar year. Following either of these occurrences, the Chair may request that the Mayor remove such Board member.

2-13-7: Organization. The Board shall annually elect, by majority vote, a person to act as Chair and Vice-Chair from its membership. The Chair and Vice-Chair shall serve until replaced or re-elected.

2-13-8: Meetings. The Board shall meet at least one (1) time annually and as often as deemed necessary by the City ADA Coordinator. All meetings of the Board shall be open to the public and shall follow the requirements of the Idaho Open Meetings Law. The ADA Coordinator shall keep minutes and other appropriate records pursuant to the Idaho Code.

2-13-9: Report to Council. The Board shall provide an annual report to the Council in January of each year regarding activities and accomplishments for the preceding City fiscal year and shall

include any recommendations for the subject of the fiscal year. The Mayor or the Council may also require special reports as they deem necessary.

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 _____, 2017.

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,
REVISING TITLE 2, CHAPTER 13 TO CLARIFY POWERS, DUTIES, AND
RESPONSIBILITIES OF THE ACCESSIBILITY COMMISSION; RENAMING
IT THE ADA ADVISORY BOARD; PROVIDING SEVERABILITY,
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING
EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 8, CHAPTER 8 TO UPDATE AND REORGANIZE THE PROVISIONS FOR THE USE OF PUBLIC SIDEWALKS AND TO REGULATE STRUCTURES WITHIN SIDEWALKS; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the Council is committed to supporting the general health, welfare, and safety of all persons traveling over or upon, or otherwise using public sidewalks within the City; and

WHEREAS, the City is fully supportive of the provisions which enhance opportunities and requirements created by the Americans with Disabilities Act; and

WHEREAS, Title 8, Chapter 8, appears to have been added upon at various times to the point that reorganization of the Chapter will improve it by making it consistent, predictable, and more easily understood; and

WHEREAS, regulation of instructions and structures of sidewalks allows the public to use the sidewalks for which they were intended; and

WHEREAS, regulation of mailboxes, sidewalk sales, news racks, vending machines, newsstands, bicycle racks, and bus stop benches are consistent with the purposes of the Chapter.

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

SECTION 1. City Code Title 8, Chapter 8, is hereby repealed in its entirety and immediately replaced with the following language:

8-8-1: PURPOSE: The purposes of this Chapter are:

(A) To promote the general health, welfare and safety of all persons traveling over or upon and otherwise using the public sidewalks within the City, especially those who benefit from the provisions of the Americans With Disabilities Act, as amended.

(B) To ensure free and unrestricted access of every member of the public to the public sidewalks and thoroughfares, residences and buildings abutting the same.

(C) To prevent personal injury and risk of bodily harm by objects being placed or maintained upon the public sidewalk in a manner which is dangerous or unsafe.

(D) To facilitate the installation, repair and maintenance of public sidewalks and thoroughfares and all public utilities, fixtures, signs, signals and other public structures, fixtures or receptacles placed thereupon.

(E) To promote the safe movement of vehicular traffic and provide for unobstructed view of the streets and public sidewalks for such vehicular traffic.

(F) To promote a clean, attractive and neat appearance of the public sidewalks and thoroughfares and to prevent unreasonable accumulation of refuse and litter thereupon.

8-8-2: DEFINITIONS: For the purposes of this Chapter, the following terms shall have the meaning set forth below:

BUS STOP BENCH: Any bench designed and intended for use by persons who use any bus service that provides transportation for the general public or any bus service operated by any governmental agency or any contractor of a governmental agency.

DOWNTOWN AREA: the area within the City located east of and including Memorial Drive; south of and including “G” Street; west of Yellowstone Highway; and north of and including Broadway Avenue.

DWELLING: A building or portion thereof, containing one (1) or more dwelling units. The term dwelling does not include hotel, motel, boarding or rooming house, rest home, or recreational vehicle as defined herein.

FAMILY: One (1) or more individuals occupying a dwelling unit and living as a single household unit.

LOCATION: Any site upon a public sidewalk which is within fifteen feet (15') of a designated public bus stop or designated bus stop of buses operated by a governmental agency or contractor of a governmental agency.

MAILBOX: A box or receptacle into which mail is delivered, especially one that is mounted on a post at or near the entrance to a mail recipient’s property or place of business.

MAIN BUS ROUTE STREETS: Means “arterial or collector streets” as defined in the Zoning Code, and shall also include the following streets within the City: Sunnyside Road from Rollandet Avenue east to Hitt Road, Elm Street from Yellowstone Avenue southeast to South Boulevard, 1st Street from Northgate Mile east to Woodruff Avenue, Grandview Drive from Washburn east to North Skyline Drive, North Skyline Drive from Pancheri Drive north to Broadway, and South Boulevard from Sunnyside Road north to 1st Street.

NEWS RACK: Any structure, stand, platform, stall, box, rack, booth or other structure or device used for the distribution of newspapers, magazines, or other printed news media, and includes news vending machines and newsstands.

RESIDENTIAL AREA: All real property within the City zoned RP, RP-A, R-1, R-2, R-2A, R-3, and R-3A.

SIDEWALK: The portion of a street or highway between the curb lines or the lateral lines of a roadway, and the adjacent property lines or a public access easement parallel to the street or highway and intended for use by pedestrians or non-motor vehicles (whether or not the surface is paved or otherwise improved).

8-8-3: UNLAWFUL TO OBSTRUCT SIDEWALKS: It shall be unlawful for any person to obstruct or allow to be obstructed temporarily or permanently any public sidewalk within the City (including by storage, installation, maintenance, or operation of any material, motor vehicle, vehicle, structure, trash or recycling container, fixture, or business), except as permitted by this Chapter, this Code, or Idaho Code.

8-8-4: MAILBOXES: Mailboxes may be installed, constructed, and maintained upon a public sidewalk, subject to the following restrictions and standards:

(A) The mailbox shall be permanently affixed on the top of a vertical metal pipe or bar with the bottom of the mailbox thirty-eight inches (38") above the top of the curb. The pipe or bar shall not exceed two inches (2") in diameter or two inches (2") on a side if rectangular.

(B) No part of the mailbox or structure shall protrude towards the street beyond the back edge of the curb or curb line nor extend towards the residence more than fifteen inches (15") from the back edge of the curb line.

(C) The foot of the pipe shall be grouted or otherwise securely embedded in a hole through the sidewalk not exceeding six inches (6") in diameter, the center of which shall be no more than eight inches (8") nor less than six inches (6") from the back of the curb edge or curb line.

(D) Spikes, decorations, metal works or other items shall not protrude from the structure in a manner which creates an unreasonable risk of bodily injury or harm to pedestrians.

(E) Barrels, cans, receptacles, stones, masonry, or other non-metallic materials supporting the structure are prohibited.

(F) Non-Conforming Mailboxes. All mailboxes installed prior to and in conformity with City Ordinance No. 1748, (February 23, 1984) shall be deemed to be in conformity with this

Section; provided, however, if such mailbox is removed, any replacement thereof shall conform to the standards set forth in this Section.

8-8-5: SIDEWALK SALES:

(A) Goods, merchandise, food, and beverages may be sold or displayed from carts or other structures upon public sidewalks, subject to the restrictions and standards in this Chapter.

(B) Sidewalk Sales in Downtown Area. Any licensed merchant or other person conducting a lawful business may place tables, racks, stands, carts, or other similar structures upon a public sidewalk located within the Downtown Area for the purpose of selling or displaying goods, wares, merchandise, food, or beverages.

(C) Sidewalk Sales in Areas Other Than The Downtown Area. The Council may, by Resolution duly passed and adopted, declare a day or days during which licensed merchants or other persons conducting a lawful business may place tables, racks, stands, carts, or other similar structures upon a public sidewalk located outside the downtown area for the purpose of selling or displaying goods, wares, merchandise, food, or beverages.

(D) Standards. Any table, rack, stand, cart, or other similar structure placed upon any public sidewalk, as permitted by this Section, shall also comply with the following regulations and restrictions:

(1) All structures shall be placed parallel to the edge of the sidewalk furthest from the public street and at a distance no greater than four feet (4') from the back edge of the sidewalk.

(2) No such structure shall project on or over or be located in any part of any public street or alley; nor shall any such structure rest upon the public sidewalk in any area where a public alley or private driveway exits into a public street.

(3) No such structure shall be placed within fifteen feet (15') of any fire hydrant.

(4) No such structure shall be placed within three feet (3') of any marked crosswalk, street light pole, utility pole, traffic sign pole, fire call box, police call box or other emergency facility, designated bus stop or designated loading or unloading zone.

(5) No such structure shall have any spikes, decorations, or protrusions which create unreasonable risk of bodily injury or harm to pedestrian; nor shall any cords, ropes, wires or other materials or devices of any kind or nature be placed across the public sidewalk or in a manner which would cause or create an unsafe or dangerous condition.

(6) All goods, wares, merchandise, food, or beverages shall be placed upon a table, rack, stand, cart, or other permitted structure and shall not be placed directly upon the public sidewalk.

(E) Sidewalk dining may be allowed on portions of a sidewalk contiguous to the restaurant providing the food. The tables and chairs must be placed as far away from the public street as possible. The tables and chairs must leave at least four feet (4') of walk way between the table and/or chairs and the edge of the sidewalk or other obstruction, such as a utility pole, fire hydrant, bus bench, planter, or newspaper rack. The tables and chairs must be portable.

8-8-6: NEWS RACKS, NEWS VENDING MACHINE AND NEWSSTANDS:

(A) News racks may be installed, used, or maintained upon public sidewalks, subject to the restrictions and standards in this Chapter.

(B) Encroachment on Public Streets Prohibited. No person shall install, use, or maintain any news rack which projects onto, into, or over any part of the roadway of any public street or alley, or which rests wholly or in part, upon, along, or over any portion of such roadway.

(C) Interference with Public Uses Prohibited. No person shall install, use, or maintain any news rack which, in whole or in part rests upon, in or over any public sidewalk when such installation, use or maintenance endangers the safety of persons or property, or when such site or location is used for public utility purposes, public transportation purposes or other government use, or when such news rack unreasonably interferes with or impedes the flow of pedestrian or vehicular traffic (including uses that provide access, ingress, and egress required to be available by the American With Disabilities Act, as amended), the ingress into or egress from any crosswalk, residence, place of business, or any legally parked or stopped vehicle, or the use of poles, posts, traffic signs, or signals, hydrants, mailboxes, or other public structures or objects installed at said location.

(D) Standards: Any news rack which in whole or in part rests upon, in or over any sidewalk, shall comply with the following standards:

(1) No news rack may exceed fifty inches (50") in height, thirty inches (30") in width or two feet (2') in depth.

(2) News racks may be placed only near a curb or adjacent to and parallel with the wall of a building adjoining the sidewalk or the edge of the sidewalk furthestmost from a public street. News racks placed near the curb shall be placed not less than twelve inches (12") and not more than eighteen inches (18") from the back edge of the curb; however, in locations not adjacent to a parking stall, news racks may be placed not less than three inches (3") from the back edge of the curb. News racks placed adjacent to the wall of a building or back edge of the sidewalk shall be placed not more than six inches (6") from

such wall or edge of the sidewalk. No news rack may be placed or maintained on a sidewalk in a location immediately opposite from another news rack.

(3) No news rack may be chained, bolted or otherwise attached to any fire hydrant, pole, bench, receptacle, or other public fixture.

(4) News racks may be chained or otherwise attached to each other side to side; however, no more than three (3) news racks may be joined together in this manner, and a space of not more than six inches (6") shall separate each news rack and a space of not less than eighteen inches (18") shall separate each group of three (3) news racks so attached.

(5) No news rack or group of attached news racks, in the aggregate, shall weigh, in excess of one hundred twenty-five (125) pounds when empty.

(6) No news rack shall be placed, installed, used or maintained:

(a) within three feet (3') of any marked crosswalk.

(b) within fifteen feet (15') of the curb return of any unmarked crosswalk.

(c) within three feet (3') of any street light pole, utility pole, fire hydrant, fire call box, police call box, or other emergency facility.

(d) within three feet (3') of any driveway.

(e) within three feet (3') ahead of, and fifteen feet (15') to the rear of any sign marking a designated bus stop.

(f) within three feet (3') of any designated loading or unloading zone.

(g) within three feet (3') of any publicly-owned bench.

(h) at any location whereby the clear space for the passage of pedestrians is reduced to less than five feet (5'); however, in the event the sidewalk is less than six feet (6') in width, then the clear space shall not be reduced to less than four feet (4').

(i) within three feet (3') of any display window abutting the sidewalk in a manner which impedes or interferes with the reasonable use of such window for display purposes.

(F) Advertising Limitations. No news rack shall be used as advertising signs for publicity purposes other than as allowed by the Sign Code.

(G) Maintenance. Each news rack shall be maintained in a clean, neat, and attractive condition and in good repair at all times.

(H) Identification. Every person who places, maintains, or operates a news rack upon the public sidewalk shall have their name, address, and telephone number affixed thereto in a conspicuous place.

8-8-7: BUS STOP BENCHES: Bus stop benches may be installed or placed upon public sidewalks, subject to the restrictions and standards in this Chapter.

(A) Installation of Bus Benches Prohibited. No person shall install or place any bus stop bench upon any public sidewalk located within the City, except as provided in this Section. Persons may install or place bus stop benches upon public sidewalks adjacent to streets in the downtown area of the City or adjacent to main bus route streets within the City only, upon obtaining a permit from the City for each location at which a bus stop bench will be installed or placed.

(B) Application Fee. Any person who desires to obtain a bus stop bench permit shall file a written application with the City Clerk. The application shall state the name, address, and telephone number of the person to whom the permit is to be used, the number of locations for which the permit is sought, and the street address of each such location. The number of benches at each location shall be limited to one (1) bench. Applications shall be accompanied by a non-refundable permit fee in an amount set from time to time by Resolution of the Council for each location for which the permit is sought. The application shall carry the written approval of the Chief of Police. No bus stop bench permit shall be issued without the approval of the Council.

(C) Term; Extension of Permit to Additional Locations; Fee. Bus stop bench permits shall be valid only for the location and the calendar year for which they are issued and shall expire on December 31 of the year for which they are issued. If the holder of a valid bus stop bench permit desires to install benches at locations not covered by his or her existing permit, he shall apply in writing to the Clerk to have the existing permit extended to cover additional locations. The application shall state the name, address, and telephone number of the permit holder, the number of the existing permit, the number of additional locations to be covered by the permit the street address of each such new location and the number of benches to be installed at each such new location added to the permit. The application shall be accompanied by a nonrefundable fee in an amount set from time to time by Resolution of the Council for each additional location to be covered by the permit. Upon approval of the application by the Chief of Police and the Council, the permit holder's existing permit shall be extended to cover the additional locations.

(D) Permits Nontransferable. Bus stop bench permits shall not be transferable.

(E) Renewal and Fee. Bus stop bench permits may be renewed annually upon written request of the permit holder and payment of a nonrefundable renewal fee in an amount set from time to time by Resolution of the Council for each location covered by the permit. Requests for renewal must be filed with the Clerk prior to the date on which the existing permit expires. Requests for renewal shall be subject to the approval of the Chief of Police and the Council. Requests for renewal may be denied, in whole or in part, by the Chief of Police or the Council if the permit holder has failed to comply with the provisions of this Section.

(F) Failure to Renew Permit. Unless a written request for a renewal permit has been made, any bus stop bench installed or placed pursuant to a permit issued by the City shall be removed by the permit holder, at the permit holder's expense, not later than the expiration date of the permit. If the permit holder fails to comply with the requirements of this paragraph, the City may cause the bench or benches to be removed and shall charge the cost of such removal to the permit holder.

(G) Installation on sidewalks maintained by City. If a person desires to install a bus bench on a sidewalk maintained by the City (e.g. Sunnyside Road), the Director of the City Department that maintains the sidewalk shall give written consent to the installation of such bench. To reduce public maintenance costs, construction of pads for the benches or other measures may be required by the Department. Such written consent shall accompany the application and be considered in the approval of the location by the Chief of Police and the Council.

(H) Number of Locations. Except as otherwise provided in this Section, the total number of locations for which the City may issue bus stop bench permits, including renewal permits, shall not exceed sixty (60) in any one calendar year. Upon recommendation by the Chief of Police, the Council may, by Resolution duly passed and adopted, increase the total number of locations for which such permits may be issued.

(I) Permit Not A Property Right. The issuance of any bus stop bench permit or any renewal permit shall not be construed to give the permit holder any vested interest in or right to use or occupy any public property within the City.

(J) Compliance With Code. Bus stop bench permit holders shall comply with all provisions of this Section concerning the installation, location, maintenance and use of any bus stop bench upon public sidewalks within the City.

(K) Indemnification. Bus stop bench permit holders shall indemnify and hold harmless the City, its agents, officials and employees from and against any and all claims for personal injury or for any loss or damage to property arising from the installation, placement, location or maintenance of any bus stop bench for which a permit is issued.

(L) Standards.

(1) Any bus stop bench installed or placed upon any public sidewalk as permitted by this Chapter shall comply with the regulations and standards set forth in this Section.

(2) No bus stop bench shall exceed eighty-four inches (84") in length, forty inches (40") in height or twenty-four inches (24") in depth. Any bus stop bench installed or placed in a "clear view zone", as defined by the Code, shall not exceed two feet (2') in height.

(3) Bus stop benches may be installed upon public sidewalks adjacent to streets in the downtown area of the City or adjacent to main bus route streets within the City only at locations approved by the Chief of Police. The Chief of Police shall have authority to disapprove any location that lies within any residential area of the City, whether or not such location is on a public sidewalk adjacent to a main bus route street. The Chief of Police also shall have authority to disapprove any location where the installation of a bus stop bench would unreasonably impede or interfere with the flow of pedestrian or vehicular traffic, endanger the safety of persons or property, or otherwise fail to comply with the provisions of this Section.

(4) No bus stop bench shall be installed upon any public sidewalk adjoining the front yard or side yard facing a street of any real property in the City on which a one-family or two-family dwelling is situated unless such owner or owners of the real property are notified of the request for installation of such bench at least fifteen (15) days prior to filing of the application with the Clerk. A copy of the notice to the property owner and proof of receipt shall be presented to the Clerk with the application.

(5) No bus stop bench shall be installed or placed in any manner that endangers the safety of persons or property, or at any location or site that is used for public utility purposes or other governmental use, or when such bench unreasonably interferes with or impedes the flow of pedestrian or vehicular traffic, the ingress into or egress from any crosswalk, residence, place of business, or any legally parked or stopped vehicle or the use of any poles, posts, traffic signs or signals, hydrants, mailboxes, or other public structures or objects installed at said location.

(6) All bus stop benches shall be placed parallel to and along the inward edge of the sidewalk. Bus stop benches shall be located so that there is a clear space for pedestrian traffic of at least five feet (5') between the front edge of the bench and the curb line; however, if the sidewalk is less than seven feet (7') in width, the clear space may be reduced to not less than four feet (4').

(7) Bus stop benches shall be located within fifteen feet (15') of a designated public bus stop or designated bus stop for buses operated by a governmental agency or a contractor of a governmental agency.

(8) No bus stop bench shall be placed within fifteen feet (15') of any fire hydrant.

(9) No bus stop bench shall be placed within three feet (3') of any marked crosswalk, street light pole, utility pole, traffic sign pole, fire call box, police call box or other emergency facility, or designated loading or unloading zone.

(10) No bus stop bench shall be placed within three feet (3') of any display window abutting the sidewalk in a manner that impedes or interferes with the reasonable use of such window for display purposes.

(11) No bus stop bench shall project on or over or be located in any part of any public street or alley; nor shall any such bench rest upon the public sidewalk in any area where a public alley or private driveway exists into a public street.

(12) No bus stop bench shall have any spikes, decorations or protrusions which create an unreasonable risk of bodily injury or harm to pedestrians.

(13) No bus stop shall be affixed, anchored, bolted or otherwise attached to the public sidewalk.

(14) No bus stop shall have any bench be chained, bolted, or otherwise attached to any fire hydrant, pole, receptacle or other public fixture.

(M) Maintenance. Each bus stop bench shall be maintained by its permit holder, at the permit holder's own expense, in a safe, clean, neat and attractive condition. Such maintenance shall include, but not be limited to, snow removal from the area in which each such bench is located.

(N) Identification. The name, address and telephone number of the permit holder and the permit number shall be affixed in a conspicuous place to each bus stop bench.

(O) Advertising. Bus stop benches may be used by the permit holder for advertising signs or publicity purposes. Such signs shall be securely fastened to the bench. No advertising sign, advertising or publicity device or any other attachment shall extend beyond the dimensional requirements set forth in the Sign Code.

(P) Notice of Violation. The Chief of Police shall give notice in writing to the permit holder and owner, if known, of any bus stop bench that exists in violation of this Section. The notice shall be served by depositing it in the United States mail, first class postage prepaid, certified mail, return receipt requested, and addressed to the permit holder at the address shown on the permit or to the owner at the owner's last known address. The notice shall request the permit holder and owner of the bus stop bench remove such bench or bring it into conformity

with the standards of this section within thirty (30) days of receipt of the notice. The notice shall be deemed received upon its deposit in the United States mail in the manner set forth in this section. Failure of a permit holder to comply with such notice shall be grounds for revocation of the permit. If any bus stop bench exists in violation of the provisions of this section and its permit holder or owner is unknown to the Police, such bench shall be deemed to be abandoned property and the Chief of Police shall have authority to confiscate such bench and to cause its immediate removal.

(Q) Revocation of Permit. Upon complaint of the Chief of Police and upon thirty (30) days written notice to the holder of a bus stop bench permit, the Council shall have the authority to revoke such permit, for all locations covered by the permit, for violations of the provisions of this Section or any regulations issued in connection therewith, or for any other good and sufficient cause. The decision of the Council in the matter of such revocations shall be final. Any revoked permit shall be immediately surrendered to the Clerk, and the permit holder shall, at his or her own expense, immediately remove benches from all locations for which the permit was revoked.

(R) Emergency Removal of Benches. The Police and the Fire Departments shall have the authority, without prior notice to the permit holder or owner, to cause the removal of any bus stop bench which wholly or in part rests on or projects over any part of a public street or alley, or which interferes with or impedes access to any fire hydrant, fire call box, police call box, utility pole or post, or other public fixture, or which unreasonably interferes with or impedes the flow of pedestrian or vehicular traffic, or which creates any unreasonable risk of bodily injury or harm to persons or damage to property.

(S) Disclaimer. Nothing in this Section, including without limitation the approval of any bus stop bench location and the issuance of any permit, shall be construed as imposing upon the City, its agents, officials or employees any private duty or liability for any injury to persons, or for any loss or damage to property arising from the installation, placement or maintenance of any bus stop bench. Neither shall this Section be construed to create any liability or cause of action against the City, its agents, officials or employees for any injury to persons or for any loss or damage to property arising from the failure of any bus stop bench permit holder or owner to meet the standards of this Section.

8-8-8: PUBLIC FIXTURES ALLOWED ON SIDEWALKS: The City and the State of Idaho may install, place, and maintain utility poles and equipment, fire hydrants, traffic signs and signals, benches, receptacles for decorative trees and plants, bicycle racks, and any other publicly-owned fixtures or structures upon public sidewalks within the City, as permitted by law.

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 _____, 2017.

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 8, CHAPTER 8 TO UPDATE AND REORGANIZE THE
PROVISIONS FOR THE USE OF PUBLIC SIDEWALKS AND TO REGULATE
STRUCTURES WITHIN SIDEWALKS; PROVIDING SEVERABILITY,
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING
EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CITY CODE 8-10-8 TO REMOVE EXEMPTIONS FROM COMPLIANCE REQUIRED BY THE ORDINANCE; CLARIFYING THAT SNOW AND ICE MAY NOT BE PLACED IN TRANSPORTATION CORRIDORS AFTER REMOVAL; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, in 2013, the City adopted requirements for the removal of sidewalk hail, snow, sleet, and ice; and

WHEREAS, the duty to remove sidewalk hail, snow, sleet, and ice is designed to minimize the inconvenience, potential danger and obstruction from certain sidewalks, paved streets, easements, rights of ways, or other public ways in order to encourage safe use by pedestrians and others; and

WHEREAS, City believes it is appropriate to promote the removal of hail, snow, sleet, and ice within a reasonable time following a precipitation event; and

WHEREAS, it is important to establish regulations pursuant to which the maximum amount of removal can occur; and

WHEREAS, the Council believes that in order to effectuate the purpose of the Ordinance and to comply with Constitutional standards, the current exemptions should be removed.

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

SECTION 1. Section 8-10-8 through 8-10-10 of the City Code of the City of Idaho Falls, Idaho, are hereby amended as follows:

8-10-8 SIDEWALK, HAIL, SNOW, SLEET AND/OR ICE REMOVAL REQUIRED.

(A) Definitions: Agent. Any person under a legal or contractual obligation to remove hail, snow, sleet and/or ice on a Sidewalk for an owner or lessee of property within the City, whether or not for compensation.

Precipitation Event. Any product of the condensation of atmospheric water vapor (including hail, snow, sleet, and ice) that falls under gravity within City limits, as determined by the National Weather Service Station at the Idaho Falls Regional Airport.

Sidewalk. Any concrete, asphaltic paving or brick material adjacent to a City street, easement, right-of-way or other public way, whether within a public right-of-way or on private property, designated and/or used by pedestrians for travel.

(B) Duty to Remove Hail, Snow, Sleet and/or Ice Promptly.

(1) Unless otherwise provided in this Section, it shall be unlawful for an owner, agent or lessee of real property to fail to remove or fail to cause to be removed hail, snow, sleet, and/or ice, from the entire length and breadth of every Sidewalk in the City within the ~~twenty~~ twenty-four (24) hour period immediately following the cessation of a Precipitation Event.

(2) The duty imposed in this sSubsection (B)(1) shall not include snow placed onto Sidewalks by snow removal equipment of the City or its designee after it has been removed following a Precipitation Event.

~~(C) Exemptions. The following persons shall be exempt from the duty imposed by subsection (B) of this Section:~~

~~(1) A person who is physically or mentally impaired in such a manner that they are unable to perform the duty imposed;~~

~~(2) A pregnant person;~~

~~(3) A person who is seventy (70) or more years of age; and~~

~~(4) A lessee who occupies a unit of a multi family dwelling unit located on the owner's property who is not an agent or a lessee charged with a legal and/or contractual duty of removal of hail, snow, sleet, and/or ice from the Sidewalk.~~

8-10-9 OBSTRUCTION OF A CITY SIDEWALK, STREET, EASEMENT, RIGHTOF-WAY, OR OTHER PUBLIC WAY WITH SNOW OR ICE IS PROHIBITED.

(A)

(1) It shall be unlawful to place snow or ice removed from private property (including a Sidewalk) upon any public sidewalk, street, easement, right-of-way, or other public way, alleyway or Sidewalk.

(2) It shall also be unlawful to place snow or ice removed from Sidewalks, private driveways, driveway approaches, or other public places in or upon a public Sidewalk, street, easement, right-of-way or other public way, alleyway or Sidewalk in a manner that causes a hazard or obstruction to vehicular or ~~pedestrian~~ traffic or any person travelling over or upon or otherwise using a public sidewalk, street, easement, right-of-way or other public way, alley, or sidewalk within the City, especially those who benefit from the provisions of the Americans with Disabilities Act as amended.

8-10-10 PENALTIES.

(A) Any person who violates Sections 8-10-8 of this Chapter is guilty of an infraction in an amount set from time to time by City Council.

(AB) Any person who violates Sections 8-10-9 of this Chapter is guilty of an infraction for every twenty-four (24) hour period of a failure to comply with a duty imposed by such sections in an amount set from time to time by City Council.

~~(B) Any person who violates Sections 8-10-8 of this Chapter is guilty of an infraction in an amount set from time to time by City Council.~~

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 _____, 2017.

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 CITY CODE 8-10-8 TO REMOVE EXEMPTIONS FROM
COMPLIANCE REQUIRED BY THE ORDINANCE; CLARIFYING THAT
SNOW AND ICE MAY NOT BE PLACED IN TRANSPORTATION
CORRIDORS AFTER REMOVAL; PROVIDING SEVERABILITY,
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING
EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING CITY CODE SECTION 9-1-1 TO ADOPT STATE CODE DEFINITION OF “VEHICLE” FOR CITY CODE TITLE 9; AMENDING CITY CODE SECTION 9-4-6 BY REMOVING PROVISIONS CURRENTLY COVERED BY IDAHO CODE, AMENDING LANGUAGE REGARDING ANGLE PARKING, AND PROHIBITING PARKING OF A VEHICLE ON THE CURB OR BEHIND THE FACE OR GUTTER FLOW LINE OF THE CURB; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, City Code Title 9 regulates “vehicle” but does not specifically refer to any particular definition; and

WHEREAS, the Council wishes to adopt the States definition of “vehicle” to bring clarity to City regulation in Title 9 of the City Code; and

WHEREAS, City Code Section 9-4-6 currently regulates how close a vehicle should be parked to a curb; and

WHEREAS, City Code 9-4-6 (A) and (B) are provisions very similar to Idaho Code Sections 49-661(1) and (2); and

WHEREAS, the City does not wish to have redundant or inconsistent City Code provisions where the subject matter is adequately covered by State code; and

WHEREAS, the City wishes to encourage angle parking close to a curb (whether it is regular angle parking or reverse angle parking); and

WHEREAS, the current practice of vehicles parking on or behind curbs creates property damage, wears down or breaks curbs, is unsightly, interferes with tree lawn and/or sidewalk uses by community members, and otherwise creates a public nuisance and destroys public and private property; and

WHEREAS, the Council is of the opinion that the proposed language is an improvement over that currently in the Code and is consistent with Council principles and desired outcomes.

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

SECTION 1. Section 9-1-1 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

9-1-1: APPLICABILITY OF REGULATIONS: The provisions of this Title shall apply to the operation of all vehicles upon the streets, alleys, and places within the City. “Vehicle” as used in this Title shall have the same meaning as Idaho Code Section 49-123(V)(2) “vehicle”, as amended.

SECTION 2. Section 9-4-6 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

9-4-6: MANNER OF PARKING: Except as otherwise provided in this Chapter, any person who parks ~~any vehicle~~, or allows ~~to be the parking of~~ any vehicle, in the following manner shall be guilty of an infraction, ~~to wit where:~~

(A) ~~Where the right hand wheels of such vehicle any part of the bumper closest to the curb face is are~~ at a distance greater than eighteen inches (18") from the ~~right hand curb face, upon any two way street where the area is designated for angle parking; or~~

(B) ~~At a distance of greater than eighteen inches (18") between the left wheels of the vehicle and the left hand curb where parking is permitted on either side of a one way street. any of the wheels or rims are on top of the curb, behind the back of the curb, or behind the gutter flow line of the curb.~~

(C) ~~At a distance of greater than eighteen inches (18") between the curb, the point on front bumper of such vehicle closest to the curb, where the area is designated for angle parking.~~

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 _____, 2017.

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 CITY CODE SECTION 9-1-1 TO ADOPT STATE CODE DEFINITION OF “VEHICLE” FOR CITY CODE TITLE 9; AMENDING CITY CODE SECTION 9-4-6 BY REMOVING PROVISIONS CURRENTLY COVERED BY IDAHO CODE, AMENDING LANGUAGE REGARDING ANGLE PARKING, AND PROHIBITING PARKING OF A VEHICLE ON THE CURB OR BEHIND THE FACE OR GUTTER FLOW LINE OF THE CURB; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK