



## NOTICE OF PUBLIC MEETING

Tuesday, October 9, 2018

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.*

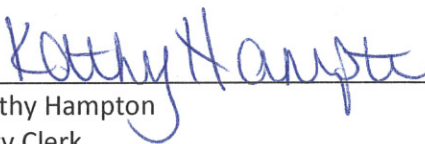
### **SPECIAL MEETING (Council Work Session)**

*Times listed in parentheses are only estimates.*

#### Call to Order and Roll Call

- |                                 |  |
|---------------------------------|--|
| Mayor:                          | -Acceptance and/or Receipt of Minutes<br>-Calendar, Announcements and Reports (10)             |
| Council:                        | -Liaison Reports and Concerns (10)   |
| Public Works:                   | -Recent Recycling Initiatives and Glass Recycling Agreement Discussion (30)                    |
| Police:                         | -Distracted Driving Ordinance Follow-up Discussion (15)  |
| Municipal Services:             | -Ambulance Collections Update (15)<br>-Utility Service Write Offs Update (15)                  |
| Community Development Services: | -Area of Impact Preparation/Questions & Answers (20)<br>-Annexation Parameters Discussion (20) |

DATED this 5<sup>th</sup> day of October, 2018

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

## **GOLF ADVISORY BOARD MEETING MINUTES**

**Wednesday, March 14, 2018**

**7:00 P.M.**

**ACTIVITY CENTER**

### **ATTENDANCE**

Members in attendance: T. Reinke, M. Spraktes, B. McGiff, G. Denning, T. Hersh, B. Bugger, T. Lohse, G. Lattimore, J. Landon, D. McCarty, M. Austin, J. Graham, R. Elwood, D. Hendrickson, J. Jolley, G. Weitzel, R. Carosone

Members not in attendance: A. Proctor, S. Priebe, F. Sica

### **APPROVAL OF MINUTES**

T. Hersh motioned to approve the September 27, 2017 minutes. This motion was seconded by M. Austin. All in favor.

### **Director's Report – G. Weitzel**

G. Weitzel discussed the following:

- The Five Year Plan. He suggests that board members email their ideas in on how the board and should go forward with planning the next five years. The new plan will need to be written around October of 2018.
- The numerous applications submitted for the Golf Board.
- The golf fees. He advised the board to start considering possible fee changes, ways to fund certain important projects, and the date this will need to be determined by.
- Economic Impact Study.

### **NEW BUSINESS**

- Elect new chair – R. Carosone – It was decided to postpone this until the next meeting.
- Review of the 5 Year Plan – T. Reinke- Tim reviewed the accomplishments thus far, discussed future goals such as growing the customer database, marketing & advertising, pace of play, etc. He also touched on past goals that we were unable to tackle.
- 2018 Customer Survey – T. Reinke – The customer survey was handed out to the board for review. The goal is to have this survey out to the golfing community by mid-May.

- Cart Etiquette & Alcohol Awareness – T. Reinke – The problem with golfers bringing their own alcohol onto the golf courses was discussed. Members debated on how to tackle this problem.
- USGA Inspections – T. Reinke – The USGA inspections will be held at Pinecrest and Sage Lakes on July 17<sup>th</sup>. All board members were invited.
- I.E. Productions – G. Weitzel – He advised the board that we will be guided by I.E. Productions in our marketing and advertising. They will assist with tapping into new markets and the advertising of special golf events such as Big Hole Golf.

## **OLD BUSINESS**

- Forward Tees – Sand Creek and Sage Lakes have been moving forward with the construction of these tees. The forward tees are now on the score cards and there was discussion on how to encourage golfers to use them.

## **STAFF REPORTS**

### **Manager of Golf Operations – T. Reinke**

T. Reinke reported on the following:

- The monthly report.
- A presentation for the new board members that he will have.
- A Military Rate. The board discussed a \$3.00 discount for active military members. T. Hersh motioned to approve the new rate, and G. Lattimore seconded. All in favor.
- New carts at Sage Lakes. A request to go out for bid will be presented to the city council.

### **Women's Association – D. Hendrickson**

D. Hendrickson reported on the following:

- They are gaining new players in the league.
- The season opener is April 24<sup>th</sup>.
- They have started a buddy system program to help their new members.
- They have rewritten their constitutional bi-laws.

### **Working Women's Association – A. Proctor (Not Present)**

### **Men's Association – D. McCarty**

D. McCarty reported on the following:

- The annual meeting at the Elks to be held March 21<sup>st</sup>.
- Sponsorships and their target goal of five thousand this year.
- The 1<sup>st</sup> Opener at Sage Lakes on April 7<sup>th</sup>.

- The league may do a survey for members.
- They are rewriting rules regarding handicaps for members.
- They will be electing three more board members.

#### **Senior's Association – S. Priebe (Not Present) Reported by M. Austin**

M. Austin reported on the following:

- They have the Senior's Association registration on the IGA system and it works well.
- They are encouraging their members to move to forward tees.
- They will be recruiting members to volunteer at the golf courses. They would like to have members drive beverages & snacks carts and put a percentage of the revenue into the Jr. Golf Program.

#### **Junior Association – F. Sica (Not Present) Reported by T. Reinke**

T. Reinke reported on the following:

- F. Sica was requesting the board consider not charging season pass holders who are instructing juniors on the short course. The group discussed.

### **STAFF REPORTS**

#### **Sage Lakes Maintenance – J. Landon**

J. Landon reported on the following:

- Forward tees and the progress made.
- Removing trees.
- Top dressing greens.
- Lifting heads around the greens.

#### **Pinecrest Maintenance – M. Spraktes**

M. Spraktes reported on the following:

- Cart path and bunker repairs
- Sod problems and top dressing greens.
- The vandalism of the 17<sup>th</sup> green last fall.
- The new trail system around the golf course and expected disruptions during construction.

#### **Sand Creek Maintenance – T. Lohse**

T. Lohse advised the following:

- The tees being built.
- The trees near the pond being removed.

**Sand Creek Pro – J. Graham**

J. Graham reported the following:

- The First Tee program and the 34 classes taught in February to 900 kids.

**Sage Lakes Pro – G. Denning**

G. Denning reported on the following:

- The Men's opener to be held April 7<sup>th</sup>
- The vandalism at the course and stolen flags.

Next meeting will be held May 24, 2018.

*Recorded by:  
Tracy Sessions, Clerk, Parks & Recreation*



**PARKS & RECREATION COMMISSION MEETING**  
**MONDAY, SEPTEMBER 10, 2018**  
**RECREATION CENTER**  
**12:00 Noon**

**ATTENDANCE:**

Members In Attendance: D. Radford, M. Hill, J. Hammon, W. Johnson, J. Radford, B. Combo, R. Campbell, P. Holm, L. Johnson, K. Millgate, J. Forbes, G. Weitzel

Members Not In Attendance: B. Lee, K. Hope, T. Hersh, J. LoBuono, P. Lloyd

**CALL TO ORDER – B. COMBO**

The meeting was called to order at 12:00 p.m. B. Combo gave an update to the commission members who had missed the previous meeting. He gave a quick review of the scoring of the proposals for the Comprehensive and Strategic Master Plan, and reiterated that the purpose of this meeting was to interview the two finalists who were selected from four proposals which were submitted by the deadline on Friday, August 30th. G. Weitzel also gave the board members some history of his work with the two firms about to be interviewed.

**APPROVAL OF MINUTES**

J. Radford motioned to approve the August 6, 2018 minutes. J. Hammon seconded. All in favor.

**INTERVIEWS OF FINALISTS**

The first interview began at 12:10 p.m. with Pros Consulting. Neelay Bhatt presented the firm's qualifications and their planned approach for this plan. The second interview commenced at 12:50 p.m. with Design Workshop. Michael Tunte and Anna Laybourne handled the majority of their presentation for their company and their planned approach going forward.

Following the interviews, the board discussed, and each board member voiced their favorite. The general consensus was that the majority of commissioners were leaning toward Pros Consulting, though everyone agreed that both consulting firms were qualified. Pros Consulting was ultimately selected.

**CALL FOR AGENDA ITEMS**

**Meeting adjourned at 2:00 p.m.**

**Next meeting will be held November 5, 2018.**

*Recorded by:  
Tracy Sessions, Clerk, Parks & Recreation*

**Idaho Falls Sister Cities Youth Meeting  
September 5, 2018**

**Attendees:**

Candice Aicher	Jackson Corbridge	Katie Eaton	Jorge Padron	Nathan Peck
Melinda Cebull	Tate Corbridge	Kylie Eaton	Gabe Padron	Ann St. Michel
Nicholas Cebull	Kohan Davis	Jack Iverson	Kenda Peck	Whitney St. Michel
Brennan Corbridge	David Eaton	Dan Iverson	Dallin Peck	Jackie Sugai

**Business Section of the Meeting**

**Minutes:**

The August 13<sup>th</sup> meeting minutes were provided to the group by email. Katie motioned to approve the meeting minutes and Kendra seconded her motion.

**Next Meeting - Taiko:**

The next meeting will be at the City Recreation Center (520 Memorial Dr). Janet Youngblood will provide a Taiko lesson for the students, and the parents will attend a business meeting. The city donated the space and paid Janet for her time. Taiko lessons are offered through the city park and recreation department. The following students signed up for the lesson: Kohan, Dallin, Nicholas, Nathan, Tate, and Gabe. If there is room the following parents would like to attend: Whitney, Jackie, Candice, Jorge, and Kendra. **If you were not at the meeting but plan to attend the Taiko lesson, please let Dave Eaton know.**

**Recruiting New Members:**

The group talked about ways to recruit new members. Katie has provided informational flyers to teachers in the Shelley schools to try to encourage students. Current students are encouraged to invite friends. In previous years we put flyers at the different Idaho Falls schools and had an informational meeting. The group was required to get approval from the district offices before hanging flyers. The group decided to have an informational meeting on October 15<sup>th</sup>. **Melinda will get the flyers from 2016 to Kendra and Dave. Kendra will ask the D91 office for permission to hang flyers at D91 schools.** We have enough current students at different D91 and D93 schools where we should be able to get the flyers out. If students are interested in scheduling a talk at their school the DVD from the summer visit could be shown.

**Dinner for Adult Japanese Delegation:**

The group will be hosting a dinner for the adult Japanese delegation on October 10<sup>th</sup>. The dinner will start at 6 p.m. Dave found a duo to play music for the dinner. ( [Scott Glen Lambertsen](#)) The dinner will be held at the N Skyline Activity Center (1575 N Skyline). The meeting room will be open from 4 p.m. to 10 p.m. and the kitchen is available all day. Whitney volunteered to organize decorations. Kendra volunteered to organize the food. **If you can help and/or bring food, please contact Kendra.**

***I can help (5:30 pm – 9 pm)***

Whitney St. Michel	Tate Corbridge	Jackie Sugai	Kendra Peck
Candice Aicher	Melinda Cebull	Peter Cebull	Nicholas Cebull
Gabe Padron			



***I can bring: (Note: Plan to serve around 50 -60 unless we hear otherwise.)***

Taco Meat	Cebull 5lbs -beef 5lbs – chicken	Kendra Peck
Spanish/Mexican rice 2 or 3 – Serve 15-20 each	Candice Aicher	
Refried beans 2 or 3 – Serve 15-20 each		
Grated Mexican/Cheddar Cheese (5lb bag at Sam’s ~\$13)	Candice Aicher	
Salsa (large size enough for 50)	Jackie Sugai	
3 lb Sour cream (\$4.48 at Sam’s) Guacamole (~10 at Sam’s)	Kendra Peck	
Diced tomatoes, chopped onions, & shredded lettuce		
Flour Tortillas (taco size) (40 pack ~\$5 at Sam’s) need 1	Jackie Sugai	
Hard taco shells	Jorge Padron	
Tortilla Chips	Jorge Padron	
Nacho Cheese (Sam’s ~\$7) ?	Whitney St. Michel	
Large Green Salad & Dressing or Large veggie tray (each should feed 20) – need 2		
Large Fruit trays (I have large trays)		
Desserts feed 20 (Mexican themed if possible)	Whitney St. Michel	
Desserts feed 20 (Mexican themed if possible)		
Coolers w/ Lemonade & Water (1 of each)	Jorge Padron	
I won’t be able to help, but I’d like to donate \$		
I won’t be able to help, but I’d like to donate \$		

**JACL Bento Box Fundraise:**

The JACL has asked our group to help with their bento box fundraiser. The fundraiser will be on October 20<sup>th</sup>. Once we have the information, we will help sell tickets. All ticket sales will be completed by October 15<sup>th</sup>. The following people signed up to help. **If you would like to help, contact Dave Eaton or sign-up at the next meeting.**

**Early Shift: 8 a.m. – 11 a.m.**

Melinda Cebull  
Brennan Corbridge

Nicholas Cebull  
Jackson Corbridge

Peter Cebull  
Gabe Padron

Jackie Sugai

Tate Corbridge

**Later Shift: 11 a.m. – 2 p.m.**

Candice Aicher  
Dallin Peck

Kohan Davis  
Nathan Peck

David Eaton

Kylie Eaton

Kendra Peck

**Student Activity:**

The students played a game to learn Japanese numbers.



# Numbers Dice Game



一	1	十一	11
二	2	十二	12
三	3	十三	13
四	4	十四	14
五	5	十五	15
六	6	二十六	26
七	7	二十七	27
八	8	二十八	28
九	9	二十九	29

+	10	三十	30
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**Player 1:** Name :

Pencil Colour:

**Player 2:** Name:

Pencil Colour:

**Across (Die Colour):**

**Down(Die Colour):**

	1	2	3	4	5	6
1	十二	十三	十四	十五	三十	十七
2	十	二十一	十六	二十七	四	二十三
3	二十七	十三	十一	二十三	三十	十九
4	八	十八	四	九	十九	一
5	二十九	三	二十八	二十九	十六	五

6	十八	三十	十五	八	二十八	六
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## How to Play

- Students play the game in pairs.
- They need two different colored dice between them and a different colored pencil each.
- The first player rolls both dice.
- One die is the “across die” and the number rolled determines the horizontal position of the box the roller must answer.
- One die is the “down die” and the number rolled determines the vertical position of the box the roller must answer.

(For example, two players have decided that the red die is the across die and the white die is the down die. If a player rolls a 5 on red and a 2 on white they need to locate the square that is 5 across and 2 down-( 四))

- If the player can say the number correctly in English, they may color the square their color.
- If a player rolls a square that has already been colored in, they miss that turn
- The player at the end of the game with the greatest number of squares shaded, is the winner

A list of examples is included at the top of the page for support, but these can be removed if support is not needed.

Boxes can be filled with vocab or characters to suit any unit

A motion to adjourn was made by Gabe and seconded by Anna.

**Idaho Falls Sister Cities Youth Meeting  
September 17, 2018**

**Attendees:**

Cameron Archer	Melinda Cebull	Jackson Corbridge	Sam Hawker	Dallin Peck
David Archer	Nicholas Cebull	Lucas Donaldson	Lori Ann Kidwell	Nathan Peck
Elliot Boring	Peter Cebull	David Eaton	Gabe Padron	Anna St. Michel
Maggie Boring	Tate Corbridge	Katie Eaton	Jorge Padron	Whitney St. Michel
Wendy Boring	Brennan Corbridge	Kylie Eaton	Kendra Peck	Jackie Sugai

**Business Section of the Meeting**

**Minutes:**

The September 5<sup>th</sup> meeting minutes were provided to the group by email. Whitney motioned to approve the meeting minutes and David Archer seconded her motion.

**Treasurer's Report:**

Peter provided the treasurer's report. The initial balance was \$16,643.73 and the current balance is \$4,535.93. The group paid \$12,111.71 in airfare reimbursements. The group was refunded \$3 in mistaken bank fees and received \$0.96 in dividends.

**JACL Bento Box Fundraise:**

The JACL has asked our group to help with their bento box fundraiser on October 20<sup>th</sup>. Dave passed around flyers for people to use to advertise at work or school. Bento box sale forms were emailed to the group. Fill out the sales form and collect the money. Be sure to have the person select a time to pickup the bento box and give them a receipt with their pickup time indicated. Turn in sales forms to Dave Eaton on or before the adult delegation dinner October 10<sup>th</sup>. The JACL will select groups from the community to donate the proceeds from this fundraiser. JACL has asked if the students are willing to fold origami for the Bento boxes. We discussed having the students do this at the next meeting. The following people have signed up to help with this fundraiser.

**8:00 a.m. – 11:00 a.m.**

Melinda Cebull	Peter Cebull	Nicholas Cebull	Jackie Sugai
Tate Corbridge	Brennan Corbridge	Tate Corbridge	Gabe Padron
David Archer			

**11:00 a.m. – 2:00 p.m.**

Candice Aicher	Kohan Davis	Kylie Eaton	David Eaton
Kendra Peck	Dallin Peck	Nathan Peck	Elliot Boring
Wendy Boring?			

**Adult Delegation Dinner**

Our group will host a dinner for the Japanese adult delegation visiting from Tokai-mura on October 10<sup>th</sup> at 6 p.m. A sign-up sheet was sent for people to volunteer to help the evening of the dinner and bring food items. **If you can help and/or bring food, please contact Kendra.**

***I can help (5:30 pm – 9 pm)***

Whitney St. Michel	Tate Corbridge	Jackie Sugai	Kendra Peck
Candice Aicher	Melinda Cebull	Peter Cebull	Nicholas Cebull
Gabe Padron	Ann St. Michel	Lori Kidwell (?)	

***I can bring: (Note: Plan to serve around 50 -60 unless we hear otherwise.)***

Taco Meat	Cebull 5lbs -beef 5lbs – chicken	Kendra Peck
Spanish/Mexican rice 2 or 3 – Serve 15-20 each	Candice Aicher	
Refried beans 2 or 3 – Serve 15-20 each		
Grated Mexican/Cheddar Cheese (5lb bag at Sam’s ~\$13)	Candice Aicher	
Salsa (large size enough for 50)	Jackie Sugai	
3 lb Sour cream (\$4.48 at Sam’s) Guacamole (~10 at Sam’s)	Kendra Peck	
Diced tomatoes, chopped onions, & shredded lettuce		
Flour Tortillas (taco size) (40 pack ~\$5 at Sam’s) need 1	Jackie Sugai	
Hard taco shells	Jorge Padron	
Tortilla Chips	Jorge Padron	
Nacho Cheese (Sam’s ~\$7) ?	Whitney St. Michel	
Large Green Salad & Dressing or Large veggie tray (each should feed 20) – need 2	Katie & Dave Eaton	
Large Fruit trays (I have large trays)	Lori Kidwell	
Desserts feed 20 (Mexican themed if possible)	Whitney St. Michel	
Desserts feed 20 (Mexican themed if possible)		
Coolers w/ Lemonade & Water (1 of each)	Jorge Padron	
I won’t be able to help, but I’d like to donate \$	Wendy Boring	
I won’t be able to help, but I’d like to donate \$		

### **City Relationship**

The city has been very helpful to our group providing meeting locations, Taiko instruction, parks shelters, and use of the ice rink for our winter carnival. Dave suggested we work more with them. The

park and recreation department publish semi-annual magazine advertising about their seasonal activities. This might be a good place to advertise our group and get new members. Katie and Dave will put together a basic write up to present to P.J. at the Parks and Recreation department. The city may have rooms available that would be good for Skype calls with the Japanese students. There was discussion of having a meeting room available during the exchange for the Japanese students to keep items during the different trips around the city. Dave will set up a meeting with P.J. in October to see if there are opportunities for our group to work with the city.

### **Next Summer's Hosting**

Dave sent a Google document link to the group for people to enter ideas for next summer's exchange. The students who visited Japan this summer are encouraged to update the document with ideas they may have gotten from activities they enjoyed during the visit. Dave said the Pocatello Sister Cities group will have their exchange at the same time as our exchange. He suggested having the groups and visiting Japanese student get together. Dave and Whitney both suggested having more student led activities. Whitney suggested a downtown scavenger hunt with student led groups taking selfies at different locations.

### **Informational Meeting**

The group has scheduled an informational meeting on October 15<sup>th</sup> to provide information about Sister Cities to potential new members. The group will advertise the informational meeting date and time in the newspaper and on community calendars. The students will present the information about the group.

### **Fundraising**

- **Winter Carnival** – Dave asked the group to pick a date for this year's Winter Carnival. The dates suggested were December 29<sup>th</sup> or January 5<sup>th</sup>. The group decided to ask for the 29<sup>th</sup> or 28<sup>th</sup> if the 29<sup>th</sup> is not available.
- **Paramount Discount Cards** – The group decided to sell Paramount discount cards again this year. We talked about what time of year would be best for sales. It was noted that the Thanksgiving break dates did not work well. The dates during Christmas break and in January worked well last year. Whitney will check with the Paramount to see what dates they suggest.

### **Student Activity:**

The students attended a Taiko drumming class provided by Janet Youngblood and Juno Flynn while the parents attended a business meeting.

Tenants of Taiko

Kokoro(spirit)- Play with your entire spirit engaged.

Waza(action)- Strive for skill and technique.

Karada(Body)- Build endurance and physical strength.

Rei(Etiquette)- Respect and courtesy to the teacher and all of the students; Unity and harmony in the group.

The lesson started with thirty push-ups and thirty jumping jacks, and was followed by stretching. We then learned how to hold sticks and strike the drum. At the end there were a few performances of songs that the instructors have been working on.

We learned a small part of a song in three sections.

Dan=Right

Kan=Left

Doko=quieter right left

- =space

Ka= hit the sides of the drum in an upwards motion.

This is the part of the song we learned.

(section 1) [section 2] {section 3}

(Dan- Kan- Dan Kan Dan Kan) (Dan- Kan- Dan Kan Dan Kan) [Dan Doko] [Dan Doko] {Doko Dan- Kan- Ka!}

A motion to adjourn was made by Katie and seconded by Jackie.





## MEMORANDUM

**TO:** Honorable Mayor & City Council

**FROM:** Chris H Fredericksen, Public Works Director

**DATE:** October 3, 2018

**RE:** Draft Glass Recycling Agreement

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Attached for review and comment is a draft agreement with Momentum Recycling of Salt Lake City, Utah, that addresses glass recycling. If approved, the City would place glass recycling receptacles at all 13 drop off recycling locations within the City limits. Glass would then be collected by the City and hauled to a storage location until a full truckload, consisting of approximately 40 tons of glass is accumulated for pickup. Per the agreement, once 40 tons of recyclable material is obtained, the City may either:

- A.) request transportation of the material at Momentum Recycling's cost, or;
- B.) arrange for transportation of the material to the recycling center in Salt Lake City and receive reimbursement in the amount of \$25 per ton.

Public Works respectfully requests the opportunity to discuss this draft agreement at the October 9, 2018 Council Work Session.

## **MATERIAL TRANSFER AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO, AND MOMENTUM RECYCLING, LLC**

This MATERIAL TRANSFER AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO, AND MOMENTUM RECYCLING, LLC (the “Agreement”) is made and entered into effective as of June 1, 2018 (the “Effective Date”), by and between the City of Idaho Falls (“CITY”), and Momentum Recycling, LLC, a Utah limited liability company (“MOMENTUM”). CITY and MOMENTUM are collectively referred to herein as the “Parties” and individually as a “Party.”

### **RECITALS**

WHEREAS, CITY collects recyclable products in the geographic limits of CITY and desires to transfer and convey any recyclable post-consumer glass products (“Product”) collected, pursuant to this agreement, exclusively to MOMENTUM, and;

WHEREAS, MOMENTUM desires to receive all of CITY’s recyclable glass products; and.

WHEREAS, The Parties desire to enter into this Agreement to set forth their rights and understandings relating to the Agreement of the Parties relating to the subject matter hereof.

NOW, THEREFORE, in consideration of the covenants, agreements, representations and warranties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Conveyance and Acquisition of the Glass Products. For each month during the Term, CITY shall have the obligation to provide, and MOMENTUM shall have the obligation to accept, all Product collected by CITY during such month in the manner described in paragraph 4.

2. Product. As used herein, the term “Product” shall mean all colors of post-consumer glass products collected by CITY that will then be recycled by MOMENTUM during the Term. CITY shall exercise its reasonable best efforts to avoid the collection of all ceramics, laminated glass, light bulbs, mirror, porcelain, and such other materials as are designated by MOMENTUM in writing, from time to time

3. Collection. CITY shall provide publicly-accessible collection containers for the Product at various points, and in varying quantities, throughout the geographic limits of CITY. The quantity and placement of such containers are solely at the discretion of CITY. CITY will also arrange to transfer the Product from these containers to a consolidation point nearby. This consolidation point shall be large enough to accommodate at least forty tons of Product, and shall be accessible to MOMENTUM as needed.

4. Transportation, Price and Payment. The method used for compensation will be determined by CITY at CITY’s discretion, and MOMENTUM will compensate CITY in one of the two following methods:

Method A: In lieu of cash payment, MOMENTUM will compensate CITY for the Product by arranging and paying for the transportation of the Product from CITY to MOMENTUM. CITY will be responsible for loading the Product into a truck, which will be provided by MOMENTUM or its subcontractors.

Method B: CITY shall be responsible for arranging and paying for the transportation of the Product from CITY to MOMENTUM, and, in exchange, MOMENTUM will pay CITY twenty-five dollars (\$25.00 USD) per ton for all Product delivered. All incoming loads will be weighed at MOMENTUM's scale, and a scale ticket will be issued for each load. MOMENTUM will issue payment for all loads delivered in a month within 30 days of the close of such month.

5. Term and Termination.

(a) Term. This Agreement and the obligations of the parties hereunder shall commence as of the Effective Date and shall expire on the one (1) year anniversary of such date. The Agreement shall automatically renew for an additional two (2) terms, unless either party elects, in writing at least thirty (30) days prior to the expiration date, not to renew the Agreement.

(b) Termination. This Agreement may only be terminated by either Party upon one-hundred twenty days written notice to the other party or upon a material breach of this Agreement by the other Party, after notice and a reasonable opportunity to cure.

6. Insurance. In order to effectuate the foregoing indemnification provisions, MOMENTUM shall maintain insurance coverage as follows:

(a) MOMENTUM shall purchase a comprehensive liability insurance policy in the amount of \$2,000,000 combined single limit to indemnify CITY from any and all public liability claims CITY shall be named as an additional insured or be acknowledged by MOMENTUM's insurance carrier as a covered entity under the terms of said policy. Moreover, MOMENTUM is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with MOMENTUM without first giving CITY at least thirty (30) days written notice.

(b) MOMENTUM shall purchase personal property insurance in an amount sufficient to insure any and all MOMENTUM'S personal property which might be used in MOMENTUM's operation of the business or which might be present at the collection site. MOMENTUM understands that CITY does not provide insurance coverage for MOMENTUM's personal property or equipment.

(c) If applicable, MOMENTUM shall provide Worker's Compensation insurance in accordance with the applicable provisions of the Labor Code of the State of Utah for its employees and furnish the City Clerk with satisfactory proof that such insurance is in effect.

(d) An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the City Clerk of CITY prior to or at the time of execution of this Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 10 "Indemnification and Hold Harmless." MOMENTUM's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

7. Indemnification. MOMENTUM agrees to defend, pay on behalf of, indemnify, and hold harmless CITY, its elected and appointed officials, employees, and volunteers and others working on behalf of CITY against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from CITY, its elected and appointed officials, employees, volunteers or others working on behalf of CITY, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

8. Miscellaneous.

(a) Force Majeure. No Party shall be deemed to be in default of its obligations hereunder because of a delay in its performance to the extent that such delay is caused by factors beyond its control which it could not reasonably have foreseen, including, without limitation, fire, explosion, accident, riot, flood, earthquake, civil insurrection, act of God or the public enemy, or a labor dispute, strike or lockout.

(b) Notices. All notices and other communications hereunder shall be in writing and shall be sufficiently given if made by hand delivery, by facsimile, or by regular, registered or certified mail (postage prepaid) to the parties at the following addresses (or at such other address for a party as shall be specified by it by like notice):

If to MOMENTUM:

658 S. 4050 W.  
Salt Lake City, Utah 84104  
Attn: John Lair

If to CITY:

The City of Idaho Falls  
308 Constitution Way  
Idaho Falls, Idaho 83402  
Attn: Public Works Director

All such notices and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; three business days after being deposited in the mail, postage prepaid, if delivered by mail; or sent via facsimile.

(c) No Agency or Partnership; Limited Rights. This Agreement does not create any agency or partnership relationship between any of the Parties.

(d) Construction. This Agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of this Agreement shall be made in a Court of competent jurisdiction against the interests of any party to the Agreement on the basis that the party had primary responsibility for drafting the Agreement.

(e) Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors and assigns. This Agreement may be assigned to MOMENTUM's affiliates or any purchase of all or substantially all of the assets of MOMENTUM.

(f) Waiver. No failure or delay by any Party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party.

(g) Governing Law Venue. This Agreement shall be governed by and construed in accordance with the laws of State of Idaho, without regard to the principles of conflicts of laws. By executing this Agreement, the parties agree to submit to the exclusive jurisdiction of and agree to the venue of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

(h) Severability. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable the Parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.

(i) Complete Understanding and Agreement. This Agreement constitutes the entire Agreement between the Parties, and supercedes all other prior or contemporaneous communications between the Parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in a writing signed by the Parties.

(j) Third Party Beneficiaries. There are no third party beneficiaries under this Agreement.

(k) Headings. The title or section headings of the various provisions hereof are intended solely for convenience and ease of reference and shall not in any manner amplify, limit or modify or otherwise be used in interpretation of any of said provisions.

(l) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

(m) Attorney's Fees Upon Breach. In the event it becomes necessary for either party to enforce the terms of this agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this agreement. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is \$150.00 per hour.

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

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

The parties acknowledge that any documents, reports, invoices, information, data or other materials received by CITY from MOMENTUM are subject to public disclosure under the Idaho Public Records Law, Chapter 2 of Title 74 of the Idaho Code.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**THE CITY OF IDAHO FALLS**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
, City Clerk

**MOMENTUM RECYCLING, LLC,**

By: \_\_\_\_\_

Name: John Lair

Title: President

DRAFT

## Area of Impact Timeline

[illegible]



<p>PHASE I:</p> <ul style="list-style-type: none"> <li>• <b>City Council:</b> Preparation by City Council. Council meets to become familiar with AOI process and law. Reviews existing agreement. Identifies objectives and potential issues. Discusses relevant policies.</li> <li>• <b>City Council and County Commission:</b> (67-6526(e)) Governing bodies meet jointly to develop scope of work, work plan, and determine each jurisdiction's responsibilities. Scope should include at least: <ul style="list-style-type: none"> <li>• Identification of issues to be addressed</li> <li>• Identify data needed for analysis</li> <li>• Establish a timeline and schedule, process (i.e. where will any joint meetings be held, who will chair, etc)</li> <li>• Define the process, timeframe for public involvement</li> </ul> </li> <li>• <b>Staff:</b> Staff begins background work. Studies issues, reviews other agreements across state, compares City and County plans and ordinances and development standards, gathers data on growth patterns, utility service areas, etc. Provides reports as requested by governing body.</li> </ul>	<p>PHASE II:</p> <ul style="list-style-type: none"> <li>• <b>Planning Commissions:</b> (67-6526(e)) Joint Planning Commission meetings to develop recommendations for: <ul style="list-style-type: none"> <li>• Area of Impact map</li> <li>• Area of Impact land use plan</li> <li>• Codes to be used in Area of Impact</li> </ul> </li> <li>• Public involvement period</li> <li>• <b>Staff and Planning Commissions:</b> Work with service providers to review plans and capacities for future service areas</li> <li>• <b>Planning Commission:</b> Planning Commissions make recommendations to respective governing bodies</li> <li>• <b>City Council and County Commission:</b> Governing bodies meeting jointly periodically (or regularly) during Phase II to discuss issues and keep informed about progress of Planning Commissions</li> </ul>	<p>PHASE III:</p> <ul style="list-style-type: none"> <li>• <b>City Council, County Commission, and Staff:</b> (67-6526) Prepare separate ordinances for Area of Impact Map and which codes and plans will apply within the area</li> <li>• <b>Planning Commissions:</b> (67-6509) Public hearing with each jurisdiction's Planning Commission to make final recommendation to Council</li> <li>• <b>City Council, County Commission, and Staff:</b> Prepare agreement for implementation and enforcement of Area of Impact ordinances</li> <li>• <b>City Council and County Commission:</b> (67-6509) Public hearing by the governing body of each jurisdiction to approve and adopt the ordinances and agreement</li> <li>• <b>Planning Commissions:</b> Planning Commissions continue to meet jointly every quarter to stay informed of planning and land use issues in each jurisdiction.</li> </ul>
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## **Area of City Impact Work Plan**

Work plan assumes:

- “Staff Responsibility” items are assigned and coordinated to both City and County staff
- Only one P&Z meeting per month beyond regularly scheduled meetings
- Additional meetings may be necessary and will be added as needed
- City Council and County Commission meets periodically during all phases to discuss policy issues

<b>Task</b>	<b>Staff Responsibility</b>	<b>Elected Officials</b>	<b>P&amp;Z Commissions</b>	<b>Target Date</b>
<b>1.1 Draft work plan</b>	Staff prepares draft timelines, milestones, and tasks based on work session discussions. Includes draft public involvement plan			
<b>1.2 Work session</b>	Staff schedules work session for draft work plan.	City Council to discuss, comment, and give preliminary approval of work plan.		10/19/15
<b>1.3 Joint City/County Kick-off Meeting</b>	Staff schedules meeting in coordination with Mayor and County Commission.	Elected Officials discuss draft work plan		11/30-12/2/15
<b>2.1 Staff Report AOI Map</b>	Staff prepares report showing areas influencing the area of impact as required by the State Statute. These include trade area, geographic areas, and areas which may be reasonably annexed into the City.			11/15-1/16
<b>2.2 Joint P&amp;Z Mtg: AOI Map</b>	Staff schedules meeting. Presents information from staff report		P&Z reviews report and presentation. Discusses/defines AOI map. Requests any data and information needed for additional discussion	1/16

<b>2.3 Joint P&amp;Z Meetings: AOI Map (If Necessary)</b>	Staff schedules meeting. Presents information from staff report.	P&Z continues discussion on the AOI map. These meetings will continue until a draft boundary is defined and agreed upon	2/16-4/16
<b>2.4 Draft Maps</b>	Staff prepares draft recommendation for AOI map based on discussion from previous joint P&Z meetings.		2/16-4/16 (depends on # of meetings to determine boundary)
<b>2.5 Joint P&amp;Z Mtg: Final AOI Map, Public Involvement</b>		P&Z Approves final AOI map to present to public. Discusses public involvement plan.	4/16
<b>2.6 Initial Public Involvement</b>	Staff prepares forum for citizens to comment on recommended map. May include press release, on-line comment areas, surveys, open house, etc.		4/16-6/16
<b>2.7 Staff Report on Public Involvement</b>	Following public involvement period, staff prepares reports summarizing comments and makes recommendations for any adjustments to map		6/16-7/16
<b>2.8 Joint P&amp;Z Mtg: Public Involvement Review</b>	Staff schedules meeting. Presents information from staff report.	P&Z reviews information from public and staff report and recommendations. Adjusts map as necessary. Begins discussion for Topic 4.	7/16
<b>2.9 Report to Elected Officials</b>	Staff reports progress of P&Z Commissions to elected bodies.	Elected Officials review progress. Discuss any	8/16

		concerns or changes.	
<b>2.10</b> <b>Staff Report: AOI Comprehensive Plan</b>	Staff prepares report on comprehensive plans for City and County. Including similarities and differences in policies and maps.		4/16-8-16
<b>2.11</b> <b>Joint P&amp;Z Mtg.: AOI Comprehensive Plan</b>	Staff schedules meeting. Presents information from staff report.	P&Z reviews staff report. Discusses which comprehensive plan map and policies will apply in AOI	9/16
<b>2.12</b> <b>Joint P&amp;Z Mtg.: AOI Comprehensive Plan</b>	Staff schedules meeting. Presents information from staff report.	P&Z continues discussion on comprehensive plans. Finalizes recommendation.	10/16
<b>2.13</b> <b>Report to Elected Bodies</b>	Staff reports progress of P&Z Commissions to elected bodies.	Elected Officials review progress. Discuss any concerns or changes.	10/16
<b>2.14</b> <b>Staff Report: Zoning and Subdivision Ordinances</b>	Staff prepares reports outlining differences/similarities between City and County ordinances		4/6-12/16
<b>2.15</b> <b>Joint P&amp;Z Mtg.: Zoning and Subdivision Ordinances</b>	Staff schedules meeting. Presents information from staff report.	P&Z reviews comparisons of ordinances. Discusses areas of concern and possible changes.	1/17
<b>2.16</b> <b>Joint P&amp;Z Mtg.: Zoning and Subdivision Ordinances</b>	Staff schedules meeting.	P&Z continues discussion of ordinances. Finalizes recommendations for changes.	2/17
<b>2.17</b> <b>Report to Elected Bodies</b>	Staff reports progress of P&Z Commissions to elected bodies.	Elected Officials review progress. Discuss any	2/17



		concerns or changes.	
<b>2.18</b> <b>Draft Changes to Ordinances</b>	Staff compiles recommended changes to zoning and subdivision ordinances.		2/17-4/17
<b>2.19</b> <b>Staff Report: Final Recommendations</b>	Staff prepares staff report outlining recommendations from P&Z Commissions		4/17
<b>2.20</b> <b>Joint P&amp;Z Mtg. Final Recommendations</b>	Staff schedules meeting. Presents information from staff report.	P&Z discusses staff report. Finalizes recommendations to elected bodies.	5/17
<b>3.1 Final Recommendation Report to Elected Bodies</b>	Staff reports the P&Z Commissions' final recommendations for the AOI area, comprehensive plan, and applicable ordinances	Elected Officials review staff report and recommendations. Authorize staff to begin preparation of maps, agreements, and ordinances	6/17
<b>3.2 Preparation of Ordinances</b>	Staff prepares two required ordinances: one for AOI Map and one for agreement on which ordinances and plans will apply within AOI		6/17-8/17
<b>3.3 Elected Officials Review Ordinances</b>	Staff schedules meeting to present draft ordinances	Elected Officials review ordinances. Address changes. Authorize ordinances to proceed to P&Z Commissions.	9/17
<b>3.4 City P&amp;Z Mtg: Recommendation of Ordinances</b>	Staff schedules meeting including all required notices.	City P&Z reviews ordinances. Holds public hearing. Recommends approval to City Council.	10/17

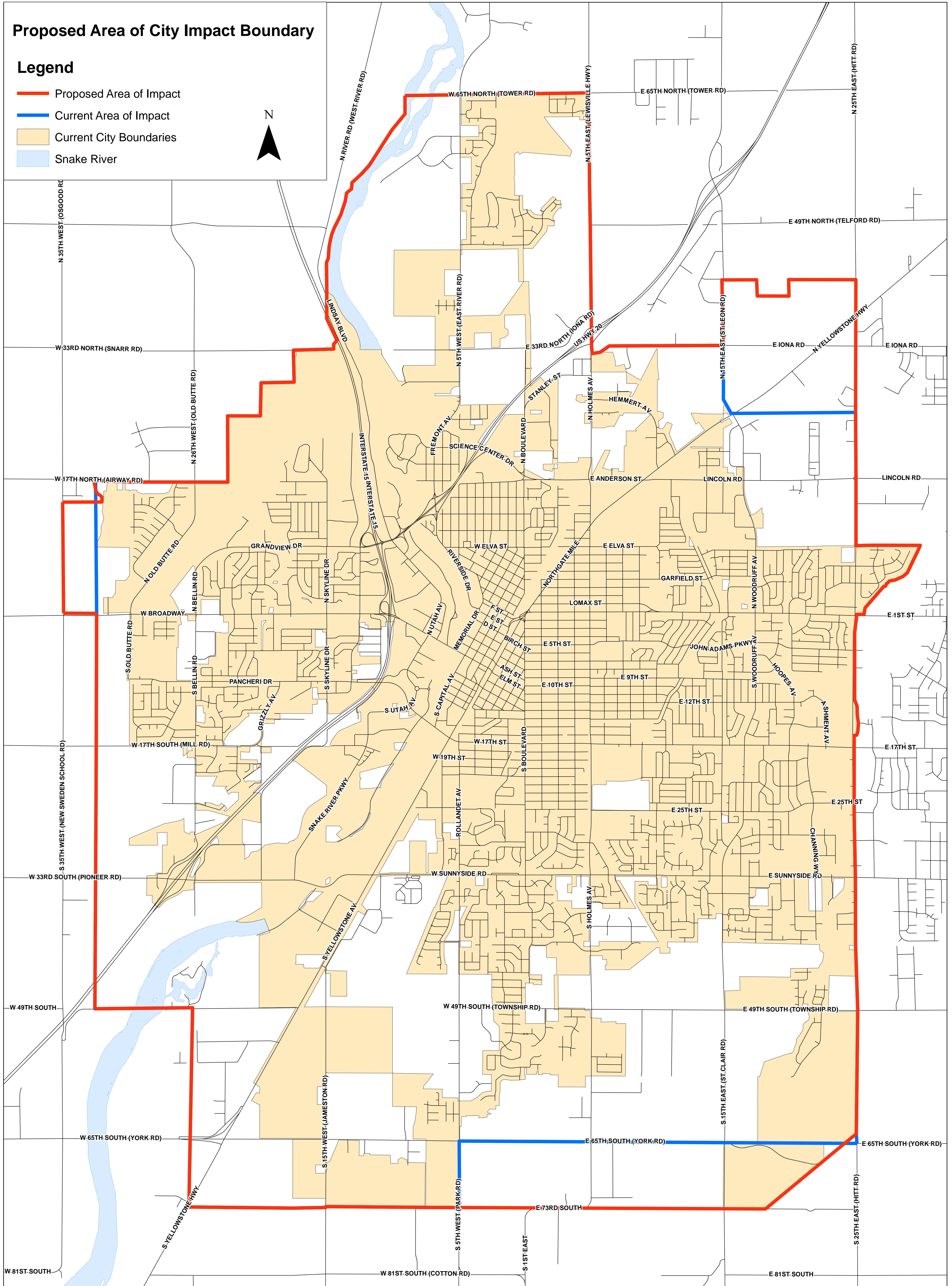
<b>3.5 County P&amp;Z Mtg: Recommendation of Ordinances</b>	Staff schedules meeting including all required notices.	County P&Z reviews ordinances. Holds public hearing. Recommends approval to County Commission.	10/17
<b>3.6 City Council Mtg: Adoption of AOI Ordinances</b>	Staff schedules meeting including all required notices.	City Council reviews ordinances. Holds public hearing. Approves ordinances and authorizes execution.	11/17
<b>3.7 County Commission Mtg: Adoption of AOI Ordinances</b>	Staff schedules meeting including all required notices.	County Commission reviews ordinances. Holds public hearing. Approves ordinances and authorizes execution.	11/17
<b>3.8 Finalize Documents</b>	Staff finalizes maps and ordinances.		12/17-1/18



## Proposed Area of City Impact Boundary

## Legend

-  Proposed Area of Impact
-  Current Area of Impact
-  Current City Boundaries
-  Snake River



**Comprehensive Plan.** The Bonneville County Comprehensive Plan shall apply to the area of impact. The Comprehensive Plan maps of each jurisdiction were reviewed and found to be generally compatible with each other. Idaho Falls should make minor adjustments to its Comprehensive Plan map within the area of impact to be more consistent with Bonneville County's Comprehensive Plan, as outlined below. Future amendments to the City of Idaho Falls and Bonneville County Comprehensive Plan, within the area of impact, should be coordinated between Bonneville County and the City of Idaho Falls, where possible.

Recommended changes to the Idaho Falls Comprehensive Plan map:

1. Idaho Falls should amend its Comprehensive Plan to reduce the size of the plan area to more closely match the boundaries of the area of impact.
2. Idaho Falls should amend its Comprehensive Plan in the area along Lincoln Road, generally between 15<sup>th</sup> East and 25<sup>th</sup> East to match the Bonneville County's designation.
3. Idaho Falls should amend its Comprehensive Plan in the area south of Sunnyside, west of the Carriage Gate Subdivision to match the County's "industrial" designation.
4. Idaho Falls should add a commercial node to their Comprehensive Plan map at the intersection of 65<sup>th</sup> South and 15<sup>th</sup> East.

**Zoning Ordinance.** Bonneville County should amend its Zoning Ordinance, within the area of impact, to be compatible with Idaho Falls Comprehensive Zoning Ordinance, as outlined below. The amended Zoning ordinance of Bonneville County shall apply to the area of impact.

Recommended changes to the Bonneville County Zoning Ordinance:

1. Add a minimum landscaping requirement of 20% of the total lot area as is done in the County's C-2 Zone within the C-1, HC-1, P-B, I&M-1 Zones.
2. Remove hatcheries as an allowed use within the C-2 Zone.

**Subdivision Ordinance.** The Bonneville County Subdivision Ordinance shall apply to the area of impact. The Idaho Falls and Bonneville County Public Works Departments should review and compare City and County infrastructure standards and determine whether amendments are necessary to make the County standards compatible with City standards within the area of impact.

**Development Agreements.** Bonneville County should enter into development agreements with owners, tenants, and developers of property located within the area of impact. The purpose of these development agreements should be to address the implementation of standards for development in the area of impact, as agreed to by Bonneville County and the City of Idaho Falls.

~~Development agreements for properties requesting a utility service from the City of Idaho Falls should include language requiring the property to be annexed upon the property becoming contiguous to the City's corporate limits.~~

**Annexations.** City of Idaho Falls should adopt a written annexation policy as part of the area of city impact agreement. Annexations to the City of Idaho Falls shall be in accordance with Idaho Code. When land is proposed for rezoning in the area of impact and such land is eligible for annexation per



State Code, Section 50-222(i.e. is contiguous to city limits), Bonneville County should not approve requests for rezoning unless the applicant has filed a request for annexation and initial zoning, of a similar zone, to the City of Idaho Falls and the City has denied the request.

~~**Utility Extensions.** In its sole discretion, the City of Idaho Falls may offer to provide utilities to properties within the area of impact. If such service is requested, the cost to extend and connect to such utilities shall be borne entirely by the applicant, developer, or recipient of the services unless otherwise agreed. The City should provide for a cost recovery program to reimburse the developer for installing new infrastructure that will be used by other future developments. As a prerequisite for service, any recipient of City utilities in the area of impact shall enter into a development agreement requiring the property to be annexed immediately upon the property becoming contiguous to the City's corporate limits. Electric utilities may be provided pursuant to agreements with Rocky Mountain Power and Idaho Code.~~

**Existing Developments.** When developments approved by Bonneville County, (including phased development), are annexed into the City of Idaho Falls, prior to completion of all of the phases, they may continue to develop remaining phases according to the standards established at the time of approval. ~~If City of Idaho Falls utilities are requested, the City may require any necessary upgrades to utility infrastructure in order to meet City standards.~~ Tax supported infrastructure shall be grandfathered upon annexation.

**Administration and Enforcement.** Bonneville County shall be responsible for administration and enforcement this agreement. Final decision making authority in the area of impact shall be retained by Bonneville County.

The Bonneville County Planning and Zoning Commission shall act as the Planning and Zoning Commission for unincorporated areas within the area of impact. The Bonneville County Commissioners shall appoint one resident of the City or its impact area as a representative to the Bonneville County Planning and Zoning Commission. The City Council may submit nominations for the Bonneville County Planning and Zoning Commission to the Chair of the Board of County Commissioners.

At least twenty (20) days prior to the Bonneville County Commission or Planning and Zoning Commission taking action on an applications for rezones, conditional use permits, comprehensive plan changes, and subdivision plats, the Zoning Administrator of Bonneville County should submit those application materials to the City Community Development Services Department for review and comment.

~~**City Review.** For any development which includes utilities that will be connected to the City of Idaho Falls utilities, Bonneville County shall forward all improvement drawings, development agreements, and final plats to the City of Idaho Falls for review and comment on those items that will be connected to City of Idaho Falls utilities or maintained by the City. The City of Idaho Falls will return comments to Bonneville County within fifteen (15) days of receipt. Bonneville County shall forward City of Idaho Falls comments to the applicant for corrections. If the City of Idaho Falls comments and corrections regarding utility infrastructure and connections are not made and enforced by Bonneville County and infrastructure is not built~~

~~and inspected to City approved standards, the City of Idaho Falls may reject acceptance of the infrastructure improvements and not provide utility service to the development. Bonneville County shall allow the City to inspect any of the installed infrastructure for compliance.~~

**Renegotiation.** Renegotiation shall follow the procedures outlined in Idaho Code Section 67-6526.

**Periodic Review.** Bonneville County and the City of Idaho Falls Planning and Zoning Commissions should meet at least annually and on an "as needed basis" to review growth and development within the area of impact, the City of Idaho Falls, and Bonneville County. At such meetings the Planning and Zoning Commissions may recommend that Bonneville County and the City of Idaho Falls revise part or all of the area of impact agreement or to not revise the agreement. If it is determined by the two Planning Commissions that only minor changes are needed and are jointly agreed to by the two Planning Commissions then a simple hearing schedule process may be used to make those changes (rather than implementing the full renegotiation process).

**Severability.** The provisions of this ordinance are severable. In the event, any provision hereof is determined to be unenforceable or invalid, such determination shall not affect the validity of the remaining provisions.

**Effective Date.** This ordinance shall be in full force and effect from and after its execution by both the City and County and passage and publication as required by law.

Council identified reasons for not extending utilities. (10/23/2017 Worksession)

- It creates a situation where the City is providing utilities without being able to provide governance.
- Extension allows for potential sprawl development within the County.
- City has no final authority on development approvals.
- Extension of utilities can create disparity between landowners
- Trusted relationship is needed between both entities to allow for utility extension beyond city boundaries. Recent developments have highlighted concerns regarding that relationship.
- Concern over water rights and the future potential of having to deny development within the City for development in the County utilizing the utility.
- The City needs to first complete annexation of eligible County properties that have City services before taking on additional properties and creating similar situations.
- Extending services potentially devalues development within the City.