



CITY COUNCIL MEETING

Thursday, October 22, 2020

7:30 p.m.

CITY COUNCIL CHAMBERS

680 Park Avenue

Idaho Falls, ID 83402

Thank you for your interest in City Government. In compliance with the Idaho Rebounds Stage 4 guidelines which discourage public gatherings, the City of Idaho Falls hereby provides reasonable means for citizens to participate in the above-noticed meeting. The City believes strongly in public participation and has therefore identified the following ways to participate in this meeting:

General Meeting Participation.

1. *Livestream on the Internet.* The public may view the meeting at www.idahofallsidaho.gov. Meetings are also archived for later viewing on the City's website.
2. *Email.* Public comments may be shared with the Mayor and members of the City Council via email at any time. Electronic addresses for elected officials are located at <https://www.idahofallsidaho.gov/398/City-Council>.
3. *In-person attendance.* The public may view the meeting from the Council Chambers, or, if the Chambers are full, via livestream in a nearby room. To comply with the Centers for Disease Control and Prevention (CDC) social distancing guidelines, appropriate seating will be provided in the Council Chambers and in a nearby overflow room. Such seating is available on a first-come, first-served basis. *Citizens are required to wear face masks for the protection of others.*

Official Public Hearing Participation. Members of the public wishing to participate in a public hearing noticed on this agenda may do so. Public testimony on an agenda item will be taken only for public hearings indicated on this agenda. Please note that not all meeting agenda items include a public hearing or the opportunity for public comment.

1. *Written Public Hearing Testimony.* The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofallsidaho.gov. Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received **no later than 4:00 p.m.** the date of the hearing.
2. *Remote Public Hearing Testimony.* The public may provide live testimony remotely via the WebEx meeting platform with a phone or a computer. This platform will allow citizens to provide hearing testimony at the appropriate time. Those desiring public hearing access **MUST** send a valid and accurate email address to PAlexander@idahofallsidaho.gov no later than 4:00 p.m. the day of the hearing so log-in information can be sent to you prior to the meeting. Please indicate for which public hearing you wish to offer testimony.
3. *In-person Testimony.* Live testimony will be received in the Council Chambers at the appropriate time throughout the meeting. To comply with the Centers for Disease Control and Prevention (CDC) social distancing guidelines, appropriate seating will be provided in the Council Chambers and in a nearby overflow room. Such seating is available on a first-come, first-served basis. *Citizens are required to wear face masks for the protection of others.*

Please be aware that an amendment to this agenda may be made in the meeting upon passage of a motion that states the reason for the amendment and the good faith reason why the desired change was not included in the original agenda posting. All regularly scheduled City Council Meetings are live-streamed and then archived on the city website (barring electronic failure). If communication aids, services or other physical accommodations are needed to facilitate participation or access for this meeting, please contact City Clerk Kathy Hampton at 208-612-8414 or the ADA Coordinator Lisa Farris at 208-612-8323 as soon as possible so they can seek to accommodate your needs.

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Public Comment.** *Members of the public may address the City Council regarding matters that are **not** on this agenda or already noticed for a public hearing. When you address the Council, please state your name and city for the record and please limit your remarks to three (3) minutes. Please note that matters currently pending before the*

Planning Commission or Board of Adjustment, which may be the subject of a pending enforcement action or which are relative to a City personnel matter, are not suitable for public comment.

4. **Coronavirus (COVID-19) Update (as needed).**

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

A. Items from Municipal Services:

- 1) Bid IF-21-02 – Haul and Spread of Liquid Wastewater Bio-Solids for Public Works
- 2) Bid IF-21-03 – Purchase Chlorine and Sodium Bisulfite for Public Works
- 3) Minutes from the October 5, 2020 City Council Work Session and October 8, 2020 City Council Meeting
- 4) License Applications, all carrying the required approvals

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

6. **Regular Agenda.**

A. Idaho Falls Power

1) Bonneville Power Administration (BPA) Network Operating Agreement: Idaho Falls Power (IFP) is a network transmission customer of BPA. This requires IFP to have an agreement in place that governs the terms and conditions under which this service is delivered. BPA has recently standardized their network agreements. This one will replace the older version.

RECOMMENDED ACTION: Approve the Bonneville Power Administration Network Operating Agreement with Idaho Falls Power and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

2) Kleinschmidt Phase I Relicensing Professional Services Contract: Approval of this agreement will aid in the Federal Energy Regulatory Commissions (FERC) relicensing of the city's two hydroelectric projects. Kleinschmidt was selected in 2019, following a Search of Qualifications (SOQ) to provide professional services on a year-over-year basis as is allowed by State Statute 67-2320.

RECOMMENDED ACTION: Approve the Phase I Relicensing Preparatory work with Kleinschmidt Associates for a not-to-exceed amount of \$55,000 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

3) Specialty Engineering, Inc. Professional Services Agreement: North American Electric Reliability Corporation (NERC) required safety testing is performed every five years at all IFP substations. Approval of this professional services agreement with Specialty Engineering, Inc. of Anchorage, Alaska will satisfy this requirement by providing Western Electricity Coordinating Council (WECC) the testing results for York, Gem State, Harrison and Westside Substations.

RECOMMENDED ACTION: Approve the Professional Services Agreement with Specialty Engineering, Inc. for compliance testing at a not-to-exceed amount of \$111,000.00 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

4) Resolution Adjusting Idaho Falls' Participant Entitlement Share in the Carbon Free Power Project (CFPP): The City of Idaho Falls, dba Idaho Falls Power (IFP) supports and is committed to the development of the Carbon Free Power Project to provide affordable, reliable, dispatchable, and carbon free electricity. IFP resource forecasting shows that 5,000kW is the needed amount of baseload generation in the coming years and requests the resolution to be approved. Approval will enable the City to continue in the project. This continuation of support for CFPP helps move the project development into the next phase which allows for further de-risking of project cost estimates and subscription.

RECOMMENDED ACTION: Approve the Resolution for the City of Idaho Falls' Participant Entitlement Share and Development Cost Share Thresholds in the Carbon Free Power Project and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

5) Signing Authority Resolution: Approving this Signing Authority Resolution will grant the Mayor and the Mayor's designees limited authority to execute minor contracts, lease agreements, real property purchases and change orders within certain limits to improve City efficiency timely execution of City initiatives.

RECOMMENDED ACTION: Approve the Signing Authority Resolution and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. Municipal Services

1) Bid IF-20-25, Purchase of Steel Pole Structures for Idaho Falls Power: This request is to purchase steel pole structures required for the 161kV transmission line project from Sugarmill Substation to Paine Substation. The steel poles will be used to build a new transmission line for the two substations.

RECOMMENDED ACTION: Accept and approve the bid from lowest responsive and responsible bidder, Trans American Power Products for a total of \$2,957,943.00 (or take other action deemed appropriate).

C. Parks and Recreation

1) Approval for the Naming of Donated Land: This gift deed of property from Joseph and Jeanne Groberg was approved by Council on November 20, 2018. The property is located on Lot 15, Block 15 of the Packer Addition, Division No. 3. Pursuant to Resolution 2017-20 (A resolution establishing a policy for the naming of City facilities, parks and locations), the Grobergs have requested the name of the park be "Shadow's Park. Section III.A.3 of Resolution 2017-20 states that when considering the naming or renaming of a City facility, park, or location after a deceased individual, priority will be given to those who made a sustained and lasting contribution to the City of Idaho Falls. The Parks and Recreation Commission unanimously voted to recommend this name at the October 5, 2020 commission meeting.

RECOMMENDED ACTION: Approve the naming of a City owned park to "Shadow's Park" (or take other action deemed appropriate).

D. Police Department

1) Professional Service Agreement with Creekside Counseling: It has been recognized for years that first responders deal with trauma daily, are at higher risk of developing post-traumatic stress, and have an elevated risk of suicide. The Idaho Falls Police Department (IFPD) and the Idaho Falls Fire Department (IFFD) have worked diligently in cooperation with employees to mitigate the impacts the stressors of their work. This agreement represents an additional step to ensure that we take care of those who take care of our community. This will help insure that we have healthy and resilient first responders who can in turn take care of the community in a healthy manner. This agreement establishes avenues for Fire and Police employees to seek support from professional counselors and provides a way for these costs to be controlled.

RECOMMENDED ACTION: Approve the Professional Services Agreement with Creekside Counseling and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

E. Public Works

1) Joint Powers Agreement (JPA) with Iona Bonneville Sewer District for Sunnyside Trunk Wastewater Lining Improvements - 2021: For consideration is a JPA with the Iona Bonneville Sewer District (IBSD) for proposed improvements to the wastewater trunk line in Sunnyside Road between Eagle Drive and Disney Drive. This sewer trunk line is 47 years old and is in need of rehabilitation. The majority of wastewater flow received from IBSD reaches the Wastewater Treatment Plant by way of this trunk line. This agreement assigns project costs to the City and IBSD based on percentages of wastewater flow that each entity contributes to the line.

RECOMMENDED ACTION: Approve the Joint Powers Agreement with Iona Bonneville Sewer District and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

F. Community Development Services

1) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Thatcher Grove Division No. 1.: For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Thatcher Grove, Division No. 1. The Planning and Zoning Commission considered this item at its August 4, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Development Agreement for Thatcher Grove Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).
- b. Accept the Final Plat for Thatcher Grove Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
- c. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Thatcher Grove Division No. 1, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

2) Public Hearing – Form Based Code Amendment to allow residential uses on the ground floor:

For consideration the Ordinance amending the Form Based Code, to allow residential uses on the ground floor with certain restrictions. The Planning and Zoning Commission considered this item at its September 15, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation. Per staff's request, the Council approved the ordinance on the first reading on October 8th, giving staff time to make some minor changes to the code language. The changes are included in the attached draft. The changes include minor adjustments to wording describing residential uses and added some clarifying language regarding required occupiable space.

RECOMMENDED ACTION: Approve the Ordinance amending the Form Based Code to allow residential uses on the ground floor of a Storefront Building on the second reading and request that it be read by title (or approve the Ordinance under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, reject the Ordinance, or take other action deemed appropriate).

7. **Announcements.**

8. **Adjournment.**



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Wednesday, October 14, 2020

RE: Bid IF-21-02 -Haul and Spread of Liquid Wastewater Bio-Solids for Public Works

Council Action Desired

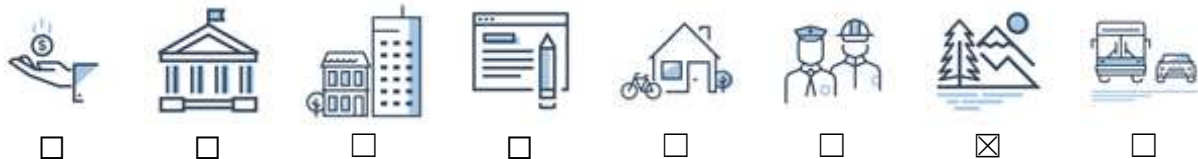
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Accept and approve the bid from the lowest responsive and responsible bidder, G&F Pond Enterprises, for a total of \$306,075.00 or take other action deemed appropriate.

Description, Background Information & Purpose

To maintain compliance with Idaho Department of Environmental Quality (IDEQ) discharge permit requirements, Public Works must have the ability to haul and spread liquid wastewater bio-solids.

Relevant PBB Results & Department Strategic Plan



The haul and spread of liquid wastewater bio-solids supports the environmental sustainability community-oriented result as it allows Public Works to meet discharge permit requirements and assists local farmers with an alternative source from chemical fertilizer.

Interdepartmental Coordination

Public Works concurs with the recommendation for award.

Fiscal Impact

Funds for the haul and spread services are budgeted within the Public Works 2020/21 Treatment Plan Operation and Maintenance sludge removal budget line item.

Legal Review

Legal has reviewed the bid process and concurs the Council action desired is within State Statute.

CITY OF IDAHO FALLS

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

Office of Purchasing Agent

Opening Date: October 09, 2020

TABULATION BID IF-21-02

Haul and Spread Liquid Wastewater Biosolids

BIDDER	1) G & F Pond Enterprises Idaho Falls, ID	2)	3)
Price Per kgal-mi (Approximate 175,000)	\$1.749		
Extended Price	\$306,075.00		



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Wednesday, October 14, 2020

RE: Bid IF-21-03 – Purchase Chlorine and Sodium Bisulfite for Public Works

Council Action Desired

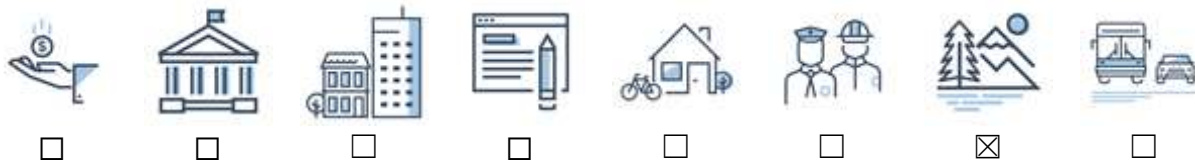
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Accept and approve the bid from the lowest responsive and responsible bidder, Thatcher Company, Inc. for a total of \$410,863.00 or take other action deemed appropriate.

Description, Background Information & Purpose

The chlorine and sodium bisulfite chemicals are used for the water and wastewater treatment operations.

Relevant PBB Results & Department Strategic Plan



The purchase of the chemicals supports the good governance community oriented results by maintaining safe and efficient City operations.

Interdepartmental Coordination

Public Works concurs with the recommendation for award.

Fiscal Impact

Funds for the water and wastewater treatment plant chemicals are budgeted within the Public Works 2020/21 water and wastewater operations budget.

Legal Review

Legal has reviewed the bid process and concurs the Council action desired is within State Statute.

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

Office of Purchasing Agent

October 9, 2020

TABULATION

BID IF-21-03

Chlorine and Sodium Bisulfite

BIDDER	Thatcher Company, Inc.	Univar Solutions	PVS Chemical Solutions, Inc	Land View Inc.
	Salt Lake City, UT	Kent, WA	Detroit, MI	Rupert, ID
SECTION I: Chlorine, 150 lb.				
Chlorine, 150 Pound Cylinders – Price per Each (Estimated Quantity: 180)	\$330.75	NO BID	NO BID	NO BID
Fee for Demurrage After 120 Days	.30/day per container			
Extended cost	\$59,535.00			
SECTION II: Chlorine – 1 Ton				
Chlorine, 1-Ton Container – Price per Each (Estimated Quantity: 192)	\$1,309.00	NO BID	NO BID	NO BID
Fee for Demurrage After 120 Days	\$2.75/day per container			
Extended Cost	\$251,328.00			
SECTION III: Sodium Bisulfite				
Sodium Bisulfite – Price per Gallon (Estimated Quantity: 80,000)	\$1.25	NO BID	\$3.80	\$1.39
Extended cost	\$100,000.00		\$304,000.00	\$111,200.00
Total Low Bid	\$410,863.00			

October 5, 2020 Work Session - Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, October 5, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper
Council President Michelle Ziel-Dingman
Councilor John Radford (via WebEx)
Councilor Thomas Hally
Councilor Jim Freeman (via WebEx)
Councilor Jim Francis
Councilor Shelly Smede

Also present:

Brad Cramer, Community Development Services Director
Drew Finke, Opticos Design
Xenia Alygizou, Opticos Design
PJ Holm, Parks and Recreation Director
Pamela Alexander, Municipal Services Director
Mark Hagedorn, Controller
Josh Roos, Treasurer
Duane Nelson, Fire Chief
Bryce Johnson, Police Chief (via WebEx)
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:03 p.m. with the following items:

Calendars, Announcements and Reports

October 19, leaf collection begins
October 24, Trunk or Treat
November 13 and December 11, City Council and Director-level Strategic Planning
November 17, Association of Idaho (AIC) Fall Academy training will be available

Mayor Casper recognized Ronald Messenger, a Bonneville County Road and Bridge employee, who recently passed away in a tragic/unforeseen bulldozer accident. Mayor Casper stated debris was being temporarily relocated due to a fire at the Bonneville County Transfer Station; the third wave of Coronavirus Aid, Relief, and Economic Security (CARES) Act monies for the Community Development Block Grant (CDBG) has recently been announced in the amount of \$257,585, which brings the total amount of CARES CDBG funding to \$507,657 (this money must be applied to pandemic-related causes and is separate from the regular CDBG allotment); the Governor's office has indicated 30 cities and 10 counties participated in the Property Tax Relief Program (the majority of Idaho's taxpayers are in those jurisdictions); the Airport Leadership Workshop scheduled for October 24 has been cancelled pending budget/substantive agenda items; Fire Prevention week began October 4; and breast cancer awareness, national cyber security awareness, and Hispanic heritage are all occurring during the month of October. Mayor Casper stated the Idaho Falls Fire Department (IFFD) is opting out of Trunk or Treat this year. The Idaho Falls Police Department (IFPD) and the Sheriff's office will continue with the event in a safe drive-thru environment in Freeman Park.

Liaison Reports and Council Concerns:

Council President Dingman stated the Idaho Falls Airport is doing some of the best in the worst regarding revenue and enplanements. She expressed her appreciation to the Airport staff for the safety processes for the customers. She

October 5, 2020 Work Session - Unapproved

believes the Airport is crucial and vital. Council President Dingman also stated the Hunger Games for the Community Food Basket will be held on December 5 at the Westbank.

Councilor Smede noted the school district is trying to start a hybrid school schedule.

Councilor Francis stated the Sister Cities exhibit is in progress at the Idaho Falls Public Library. He also stated the Citizen's Police Academy is halfway through the current session, he believes this is a large group of engaged citizens.

Councilor Hally reminded those of the voting deadlines for the upcoming election.

Councilor Freeman reiterated the leaf collection. He stated details are located on the website.

Councilor Radford stated the preliminary budget (for American Public Power Association (APPA)) passed although it may be several weeks before knowing where the funding sits.

Coronavirus (COVID-19) Update:

Mayor Casper stated Bonneville County is under the same orders since the beginning of July. She reminded those of mask wearing, social distancing, and hand washing. She stated the City does not have staff power to issue citations; Eastern Idaho Public Health (EIPH) Board has allowed for exceptions for the order; and there has been a push-back culture. She noted individuals have been asked to police themselves. Councilor Francis noted individuals could be cited for trespassing. He indicated he would be supportive of businesses who are enforcing the order. Councilor Smede believes individuals find the mask-wearing enforcement difficult. Councilor President Dingman concurred with Councilor Francis and the business support. She recalled a recent incident at Costco which required assistance from the IFPD. Brief comments followed regarding the mask mandate. Mayor Casper requested any suggested changes by the Councilmembers. She believes the Councilmembers have been very responsible.

Opticos Presentation--Design on Housing Options:

Director Cramer reminded the Councilmembers of the report from the IdaHome Committee at the September 21 Work Session regarding housing issues in Idaho Falls. He believes Missing Middle Housing (MMH) is a good way to introduce alternative-housing types and to bridge the gap between the single-family home and the multi-unit apartment complex. He noted Opticos Design created this movement. Director Cramer stated this is part of the strategy per the IdaHome Committee during their recent training.

Mr. Finke stated Opticos is an architecture, planning and zoning code firm that has been working for approximately 20 years with a variety of communities and developers. He indicated communities understand a need for more housing and more housing options although there is a concern that allowing new/denser development would jeopardize the characteristics of their communities. He stated per conversations with these individuals the MMH scale buildings, a multi-unit building that could be a single-family house, were popular. Mr. Finke stated the MMH Scan was to define MMH for Idaho Falls; look at the urban form; identify urban form typologies that can support MMH; and identify barriers to production of MMH in Idaho Falls. He believes there is a need for housing options and housing accessibility in Idaho Falls. He noted 3% of Idaho Falls' housing inventory is multi-unit buildings (2-10 units). Mr. Finke defined MMH as house-scale buildings with multiple units in walkable neighborhoods. He stated there is also less yard and less house for individuals to take care of. He noted many cities, including Idaho Falls, don't allow this type of buildings in several existing zones. Mr. Finke displayed several examples of MMH in Idaho Falls. He stated key design considerations include building height of 1-2 stories, 2+ units per buildings, the footprint of the building is the same or similar to that of a single-unit house; the parking does not dominate the front façade; and these may have a smaller yard. These design considerations are used to identify MMH and assist with zoning code updates. Mr. Finke described frontage types with different neighborhoods. He noted frontage is more than just a door. He stated different building types involve different standards, and different building types may be more appropriate in some places than others. Each building type is provided with details to provide definitions to those types. Building type definitions include the number of lots; range of recommended lot dimensions; range of typical density; and illustration of sample building design and site design. Mr. Finke displayed several images in Idaho Falls stating the types are very different by communities. He stated Opticos searched for existing examples in Idaho Falls, this informed the options shown in the Lot Testing exercise. He reviewed the relationship/walk score between MMH and walkability.

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He stated the score is based on friendly, convenience, and routes. The walkability map in Idaho Falls was reviewed. Mr. Finke stated it is helpful to focus/identify on walkable centers as most individuals will walk 1/4 to 1/2 mile at the most. The highly walkable places in Idaho Falls are near to shopping, employment, recreation and education; well-connected street network; and multiple destinations within a 5-minute walk. Other walkable places include “Missing Middle Ready” neighborhoods which already include many or even most of the elements of a walkable place, and further investment in multi-modal infrastructure will further unlock the potential of existing elements of walkability. Mr. Finke reviewed types of changes, stating this does not have to be a transformative change. Barriers to MMH include low density, number of units required, and other barriers to prevent development. Mr. Finke reviewed high-level analysis related to allowed density zones and types. Mr. Finke stated the MMH Deep Dive is used to analyze existing zoning standards using common lot dimensions; test Missing Middle building types on common lot dimensions; and identify zoning changes that could help support MMH production in Idaho Falls. He stated four (4) zones – R1, R2, TN, and a downtown zone – were reviewed. The lot sizes for each zone was reviewed including the prevailing lot dimensions. Mr. Finke described existing zoning standards versus potential MMH designs for each zone. He stated the downtown form-based code uses building types, so this test examines how building types may be suitable for MMH. He noted all zones had a different number of parking ratios. Per Mayor Casper, Director Cramer stated code changes could occur long-term. He believes the next steps should determine how and where MMH fits and what code changes need to be made. He also believes this should occur in two (2) levels including looking at the neighborhood level to determine what makes most sense, and a commitment to begin neighborhood meetings in January as an education piece. He believes code changes will then occur. Councilor Smede questioned how developers know about this particular need. Director Cramer stated this will require work and training with the builders associations. Council President Dingman questioned the use of a map as she is unsure if the full inventory is being marketed. She also questioned the actual lot size, she believes education may be needed for developers. Director Cramer believes the market will drive much of this although he believes the City is making this difficult. Mayor Casper believes this is important for developers to hear what potential clients/buyers are saying. Director Cramer stated this is seen as a gap as the focus is what got purchased and for how much. He noted several individuals have requested a townhome or duplex. Mayor Casper questioned if the City could incentive for certain building types. Mr. Fife believes any savings would be difficult to define and may implicate stereotypes. He believes the nexus between the incentive and the value to the taxpayers would need to be explored. Mr. Finke believes zoning standards will impact the economic viability of specific projects as zoning standards are set up to produce a large single-family house on a single lot. Director Cramer stated by applying the Traditional Neighborhood zone new construction has been seen in neighborhoods that has not seen construction for years, although the City must be careful of historic standards. Councilor Francis questioned a trend with alleys. Mr. Finke believes this is a trade off with cost and benefits. He noted this allows more efficient use of the land as the parking could be in the alley. Per Councilor Francis, Director Cramer stated discussion has occurred regarding paving the alleys. He noted it is difficult to plow snow in the alleys. Mayor Casper stated Public Works will need to be included in the alley conversation. Councilor Hally questioned retention ponds in other communities. Mr. Finke believes these are consistent with best practice and open access to parks is critical. Director Cramer expressed his appreciation to Mr. Finke, the Council, and the IdaHome Committee. He believes this is one (1) of the key issues in this community and this is the first step moving forward.

Final Comments on Comprehensive and Strategic Master Plan:

Director Holm stated the report discussed at the September 21 Work Session has been distributed to the Council. He requested any changes to the plan. Per Councilor Freeman, Director Holm stated the Parks and Recreation (P&R) Commission is ready to move forward and is supportive of the plan. Hearing no comments, Mayor Casper stated this item will be included on the October 8 Council Meeting agenda.

Discuss Underwriter and Trustee Recommendations:

Director Alexander reviewed the underwriter evaluation criteria including qualification and experience of assigned personnel; experience and underwriting capabilities of firm; marketing and structuring recommendations; and estimated pricing, proposed fees and expenses. She stated seven (7) proposals were received with the underwriter

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recommendation to Stifel, Nicolaus and Company, Inc. ("Stifel"). Stifel is the industry leader in issuance of Certificate of Participation (COP) bonds (57 COPs have been issued since March of 2020); underwriters have direct authority to issue COP; and 5.5 billion in underwriting capacity. Director Alexander also stated the trustee recommendation was for Zions Bank Corporate Trust. She noted all costs would be absorbed into a potential financing packet. Per Councilor Francis, Director Alexander stated the market yield was similar with all proposers, Stifel stood out based on their experience. Council President Dingman stated she was pleased that all committee members had the same top recommendation. She believes the committee members did a very professional job of ranking and reviewing the proposals. Per Mayor Casper, Council President Dingman reviewed other COPs performed by Stifel. Per Mayor Casper, Director Alexander stated the underwriter will market and structure the funding mechanism with the bond counsel. Council President Dingman also stated they assume the risk of another party for a fee. She believes the project appears viable and marketable based on the number of proposals received. Councilor Smede questioned the education for citizens. Director Alexander stated education can be provided as milestones are being reached. Mayor Casper stated this item will be included on the October 8 Council Meeting agenda.

Overview: Finance Team--Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding and Spending:

Director Alexander stated \$2.1M has been pledged for the Idaho Rebounds CARES Act. She also stated the criteria includes priority COVID-19 expenditures, COVID-19 related projects, and the State review process. She noted \$113,321.87 has been submitted for reimbursement, \$80,914.96 has been received. She briefly reviewed the expenditures/reimbursements by department. She noted the committee included a representative from each department. She expressed her appreciation to Mr. Roos for this tracking. Director Alexander briefly reviewed pre-approved projects by department – total requested amount = \$1,192,311.24. She noted these funds have not been expended pending Council criteria. She also briefly reviewed projects not submitted to the State pending City approval – total requested amount = \$1,133,406.28. She stated there is not enough funding for these projects. Mr. Roos stated approximately \$812,000 is remaining. He noted the majority of the list includes overtime payroll for the IFFD directly related to COVID expenses. He also noted the IFFD expense for records management software (RMS) in the amount of \$993,174.73 has not been submitted to the State as this amount exceeds the remaining \$812,000. The State will not allow any expenses to be submitted unless some of the pre-approvals are eliminated. Mr. Roos noted other cities have submitted software expenses which have been denied. He believes the IFFD software request may be denied as well. Mayor Casper stated this CARES Act money was received with criteria and allowed as a safety net for miscellaneous supplies/expenses (hand sanitizer, masks, Plexiglas, etc.), however, more projects came forward which exceeded the funding amount. She also stated the CARES Act money must be used before year end although needs will carry on beyond January. She reviewed several possible scenarios, stating the City needs to be good/wise stewards of this money. She also stated she would reach out to the congressional delegation if directed. Councilor Francis is supportive of a congressional letter. Mr. Hagedorn stated the IFFD overtime is in pending as there was no materially adverse effect to the IFFD budget and the General Fund was in a good position. He indicated this expenditure would be submitted at the end of the cycle as City needs are determined and the remaining balance is determined. He noted the pre-approval deadline was August 7. He commended Mr. Roos for his work with the State. Mayor Casper stated the IFFD submitted additional requests, including message boards, in the previous week. Mr. Hagedorn believes there should be efficiency with requests. He suggested any request of \$50,000 or less be approved by staff, any request over \$50,000 be approved by Mayor, and any request over \$100,000 be approved by the Council. Councilor Hally is in favor of this suggestion. Councilor Radford is in favor of \$50,000 for Mayor approval, any higher amount would be approved by Council. Councilor Smede requested a regular report. Per Councilor Radford, Mr. Roos confirmed year end for CARES Act money is December 31, and Mayor Casper stated this money is not part of the Governor's Tax Relief Program. Also per Councilor Radford, Mayor Casper and Director Alexander believe the City has adequate/sufficient supplies to address COVID-19 needs. Councilor Francis questioned saving some of this money for the future year. Mr. Hagedorn stated funds were segregated in the contingency fund to accommodate potential CARES rollover. Per Council President Dingman, Mr. Roos stated the only project submitted by the IFFD was denied by the State, and it typically takes 1-2 weeks for the State to review submitted projects. Mr. Roos reiterated \$812,000 is remaining for expenditures or pre-approved projects. Mr.

October 5, 2020 Work Session - Unapproved

Hagedorn stated some pre-approved project items are reimbursable by the Federal Emergency Management Agency (FEMA). Per Mayor Casper, Mr. Hagedorn stated FEMA is additional money although there are greater restrictions. Mr. Roos noted FEMA will cover 75% of the cost of pre-approved projects, the State would reimburse the remaining 25%. Per Councilor Francis, Director Alexander stated it is not too late for the IFPD to submit proposed projects. Also per Councilor Francis, Mr. Hagedorn noted payroll reimbursements are the most scrutinized expense with the exception of IFFD and their need for ambulance services. Chief Nelson stated the IFFD overtime request is directly related to COVID-19 expenses and all personnel and exposures are carefully tracked with transports. He also stated there have been several COVID cases within the IFFD. He reviewed the overtime payroll process for State reimbursement. Chief Johnson stated the IFPD has received a Department of Justice (DOJ) grant in the amount of approximately \$100,000 for COVID-19 payroll reimbursement, therefore, no overtime money was used from the City.

Discuss purchase of additional mobile radios for Fire and Emergency Medical Services (EMS) personnel to aid response for COVID-19 and other medical emergencies:

Chief Nelson stated the pandemic has showed weaknesses within the IFFD, specifically the cleaning and decontamination of hand-held radios as hand-held radios are not issued to each individual within the IFFD. He also stated the pandemic has shown very few of the hand-held radios have encryption to the law enforcement partners. The department has moved to changing encryption on apparatus radios although that did not change the situation for the hand-held radios. The requested radios would allow the adequate communication. Chief Nelson stated the IFFD looked at the funding mechanism in the CARES Act. The department went to the State controller with \$1M request for radios. The State Subcommittee unanimously approved the request although the request got delayed on the State Subcommittee agenda. Chief Nelson stated the request would supply each firefighter with their own hand-held radio. The department is currently operating radios that are 15-years old with continuous replacement of batteries. It would take several years to replace all the radios if this funding is not received. The radios would be included in the maintenance and Municipal Equipment Replacement Fund (MERF) schedule. Mayor Casper noted a percentage of the radios would be reimbursed by FEMA. This item will be included on the October 8 Council Meeting agenda.

It was then moved by Councilor Smede, seconded by Councilor Francis, to move into Executive Session (at 6:03 p.m.). The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency. At the conclusion of the Executive Session the Council will not reconvene into regular Work Session. Roll call as follows: Aye – Councilors Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried. The motion was amended by Councilor Smede, seconded by Councilor Francis, to relocate the Executive Session to the City Annex Conference Room. Roll call as follows: Aye – Councilors Smede, Francis, Dingman, Hally (Councilors Freeman and Radford had been disconnected from the WebEx platform). Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Executive Session, Monday, October 5, 2020 in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 6:14 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Council President Michelle Ziel-Dingman
Councilor Thomas Hally
Councilor Jim Francis
Councilor Shelly Smede
Councilor Jim Freeman (via telephone)
Councilor John Radford (via telephone)

Also present:

Rick Cloutier, Airport Director
Pamela Alexander, Municipal Services Director

October 5, 2020 Work Session - Unapproved

Randy Fife, City Attorney

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

There being no further business, the Executive Session concluded at 6:52 p.m.

The City Council of the City of Idaho Falls met in Executive Session, Monday, October 5, 2020 in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 6:52 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Council President Michelle Ziel-Dingman
Councilor Thomas Hally
Councilor Jim Francis
Councilor Shelly Smede
Councilor Jim Freeman (via telephone)
Councilor John Radford (via telephone)

Also present:

Chris Fredericksen, Public Works Director
Randy Fife, City Attorney

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

There being no further business, the meeting adjourned at 6:58 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

October 8, 2020 City Council Meeting - Unapproved

The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, October 8, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

Mayor Rebecca L. Noah Casper
Council President Michelle Ziel-Dingman
Councilor John Radford (via WebEx)
Councilor Thomas Hally
Councilor Jim Freeman (via WebEx)
Councilor Jim Francis
Councilor Shelly Smede

Also present:

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

Pledge of Allegiance:

Mayor Casper requested Kathy Hampton, City Clerk, to lead those present in the Pledge of Allegiance.

Public Comment:

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

Coronavirus (COVID-19) Update:

Mayor Casper stated there were 37 new cases and two (2) deaths in Bonneville County, there were 673 cases State-wide. She also stated Eastern Idaho Public Health (EIPH) Board recently held a lengthy meeting. The key reduction strategies and key elements going forward are stay at home, wash hands or use hand sanitizer, maintain a distance of six (6) feet, and wear a face covering. Mayor Casper stated the State has been operating under four (4) plans but the Board removed elements that were difficult or not easy to enforce. She also stated Idaho Falls has been in the yellow category for some time; Madison County was elevated to the orange category due to high number of cases; and EIPH believes local governments need to step up to do their part. She noted some communities have not embraced need. She believes Idaho Falls has been integral to introduce strategies. She described numerous resources to help others in the region and reiterated the four (4) key strategies as the virus can be easily spread and it does not give immunity. Mayor Casper stated following the guidelines is the best method. She noted Facebook messages from the Councilors may be forthcoming.

Consent Agenda:

Idaho Falls Power requested approval of Power Trade Confirmation Agreements.

Municipal Services requested approval of Quote 20-039, Purchase of Inventory for Idaho Falls Power; Treasurer's Report for the month of August 2020; minutes from the September 21, 2020 City Council Work Session and September 24, 2020 City Council Meeting; and license applications, all carrying the required approvals.

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

Regular Agenda:

Fire Department

Subject: Sole Source Purchase of Motorola Portable Radios and Mobile Repeater

On April 7, 2020 Gov. Little signed executive Order 2020-07, establishing a process to allocate Federal coronavirus funding provided through the CARES Act and creating the Coronavirus Financial Advisory Committee (CFAC). The authorization to purchase the Motorola dual band encrypted radio and mobile repeater creates solutions to issues created by the COVID-19 pandemic and provides enhanced operational safety in the future.

Councilor Hally stated the City has not been very diligent in upgrading communication equipment during vital times and the radios are important for an upgrade. He also stated the CFAC targeted public safety specifically related to COVID-19. The grant was submitted for the radios and it met the pandemic requirements. Councilor Hally believes having accurate information is important for communication, and this funding allows a pass-through situation. He noted this is a safety issue for the firefighters and for the public.

It was moved by Councilor Hally, seconded by Councilor Smede, to approve sole source purchase based on the quotes received from Motorola Solutions to purchase portable radios and vehicle mount mobile repeater for a total of \$1,038,287.15 based on compatibility of the radios with the Fire Department's existing system, equipment, and enhanced safety features unique to Motorola. Roll call as follows: Aye – Councilors Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

Parks and Recreation

Subject: Comprehensive and Strategic Master Plan Approval by Mayor and Council

The Master Plan gives the Parks and Recreation (P&R) Department a chance to prioritize their planning actions and strategies through community input and data analyses for the next five to twenty years.

Councilor Francis stated Pros Consulting and CRSA developed the plan two (2) years ago and presented it at the September 21 Work Session. He also stated this plan is a statistically valid survey of the community's interests and desires going forward; the plan gives a comparison of studies with other communities regarding parks, recreation, and funding methods; and the plan also gives strengths and challenges within the parks and the City. Councilor Francis believes acceptance of the plan is the first step and the plan can't just sit on a shelf as the report is the beginning of the City-wide implementation. Councilor Radford questioned the process moving forward including funding the priorities. Director Holm stated the plan is a strategy laid out in a format for the next 5-20 years within the department and pertains to maintaining what the City currently has. He believes the City has a great system but it has been neglected. He stated the focus has been on growth or acquisition and he believes this needs to be tamed down. He noted funding options may include fee increases, budget allocation, and grant opportunities. He stated the department is working to get water and land conservation funding availability. Councilor Francis believes the plan needs to be prioritized over the next several years. He noted the P&R Commission would be willing to assist. He stated, referring to the budget issue, the Council must be aware and willing to act. Mayor Casper reiterated the plan should not sit on a shelf, the City is working toward this plan, and a lack of a plan may be in part to lack of resources. Councilor Radford prefers this plan to be reviewed annually. Mayor Casper stated this will be part of strategic planning. Councilor Francis prefers "acceptance" of the plan versus "approval" of the plan. Councilor Freeman believes this is the peoples' document as hundreds of individuals were part of this plan over the course of the previous two (2) years. He believes it should be used and it will give a direction for the future. Councilor Hally believes this is a guide for discussion during budget sessions.

It was moved by Councilor Francis, seconded by Councilor Smede, to accept the Comprehensive and Strategic Master Plan for the Idaho Falls Parks and Recreation Department System which was presented to Council on

October 8, 2020 City Council Meeting - Unapproved

September 21, 2020. Roll call as follows: Aye – Councilors Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

Municipal Services

Subject: IF-21-01, Line Clearance Services for Idaho Falls Power

This contract will provide power line clearance services for Idaho Falls Power.

Councilor Smede stated this is an annual cost. She briefly reviewed the involved equipment. Mayor Casper stated the amount is slightly higher due to some catch-up of work. Idaho Falls Power Director Bear Prairie concurred. He stated additional funds were budgeted two (2) years ago. Councilor Radford believes this is a small amount in order to protect the interest of the utility.

It was moved by Councilor Smede, seconded by Councilor Dingman, to accept and approve the bid from the lowest responsive and responsible bidder, Davey Tree Surgery Company for a total of \$442,374.40. Roll call as follows: Aye – Councilors Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Subject: Approval of Professional Services Contract for Underwriting Services

Qualified underwriting services will be used to prepare and market certificates of participation (COP) for the City to construct a Law Enforcement Complex. If appropriated, the lease payments will be general obligations of the City payable from any lawful funds, which could include all unrestricted revenues of the City plus all unrestricted reserves. The lease payments would be subject to annual budget appropriation by the City Council.

Councilor Smede stated other Idaho buildings have used COP for construction. She noted departments within the City have also been using this method. She stated Stifel's marketing goal for the City is to "maximize the pool of potential investors to create competition for the City's bonds." She also stated a successful marketing plan is expected which will deliver an excess of potential investors which should aide in the ability to lower the City's borrowing costs. Councilor Smede believes the more money that can be saved, the better. She noted the underwriting service has no cost as the cost is rolled into the finance package. She stated ultimately the underwriter takes on the risk. She also stated it is truly an opportunity for investment in the community. She noted this item was discussed at the October 5 Work Session. Councilor Hally stated underwriting involves selling debt and mitigating risk and the underwriter goes through careful procedures. He also stated the credit rating is large so the underwriter can move forward, and the platform must be built prior to the financing discussion. It is required for City debt. Councilor Smede stated she is impressed with this company and that all committee members chose this company unanimously. Councilor Freeman stated Stifel is very well traveled. Council President Dingman reiterated the October 5 Work Session discussion. She stated she was surprised that committee members independently chose Stifel and she is extremely confident in recommending Stifel. Mayor Casper noted the packet is available online.

It was moved by Councilor Smede, seconded by Councilor Dingman, to approve the professional services contract with Stifel, Nicolaus & Company, Inc. for underwriting services for a series 2020/21 annual appropriation certificates of participation for the proposed Law Enforcement Complex. Roll call as follows: Aye – Councilors Smede, Hally, Dingman, Freeman, Francis. Nay – Councilor Radford. Motion carried.

Community Development Services

Mayor Casper noted Items 1 and 2 are City-owned City-initiated annexations.

Subject: Public Hearing – Annexation and initial zoning of LM, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, LM, M&B: 5.496 Acres, SW1/4 of Section 1, Township 2 North, Range 37 East

October 8, 2020 City Council Meeting - Unapproved

For consideration is the application for Annexation/Initial Zoning to LM, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, M&B: 5.496 Acres, SW1/4 of Section 1, Township 2 North, Range 37 East. This is property owned by the City but that has not yet been annexed. The Planning and Zoning (P&Z) Commission considered this item at its September 15, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

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

Mayor Casper requested the applicant presentation.

Community Development Services Director Brad Cramer presented the following;

Slide 1 – Property under consideration in current zoning

Director Cramer stated this property is just north of the Airport's runway. He reiterated this property is owned by the City.

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

Councilor Francis stated this gives the City control of the land close to the airport. He also stated this is consistent with the surrounding zones.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Ordinance annexing 5.496 Acres, SW1/4 of Section 1, Township 2 North, Range 37 East under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilors Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

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

ORDINANCE NO. 3342

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 5.496 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 5.496 Acres, SW1/4 of Section 1, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilors Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

It was moved by Councilor Francis, seconded by Councilor Radford, to assign a Comprehensive Plan Designation of "Public Facilities, Open Space" and approve the Ordinance establishing the initial zoning for LM under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. Roll call as follows: Aye – Councilors Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

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

ORDINANCE NO. 3343

October 8, 2020 City Council Meeting - Unapproved

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 5.496 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LM ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning for LM and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilors Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Subject: Public Hearing – Annexation and Initial Zoning of LC, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, LC, M&B: 1.677 acres, SW1/4 of Section 25, Township 2 North, Range 37 East, a portion of Milligan Road

For consideration is the application for Annexation/Initial Zoning to LC, Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: 1.677 acres, SW1/4 of Section 25, Township 2 North, Range 37 East, a portion of Milligan Road. The Planning and Zoning Commission considered this item at its June 2, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

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

Mayor Casper requested the applicant presentation.

Director Cramer presented the following:

Slide 1 – Property under consideration in current zoning

Director Cramer stated this is a piece of right-of-way that the City survey team discovered was inadvertently left out of a previous legal description when Snake River Landing was annexed.

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

Councilor Francis stated the zoning is consistent with the surrounding area.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Ordinance annexing M&B: 1.677 acres, SW1/4 of Section 25, Township 2 North, Range 37 East, a portion of Milligan Road, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilors Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

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

ORDINANCE NO. 3344

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 1.677 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of M&B: 1.677 acres, SW1/4 of Section 25, Township 2 North, Range 37 East, a portion of Milligan Road, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilors Dingman, Radford, Francis, Smede, Hally, Freeman. Nay – none. Motion carried.

October 8, 2020 City Council Meeting - Unapproved

It was moved by Councilor Francis, seconded by Councilor Radford, to assign a Comprehensive Plan Designation of “Park” and approve the Ordinance establishing the initial zoning for LC under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office. Roll call as follows: Aye – Councilors Radford, Freeman, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

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

ORDINANCE NO. 3345

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 1.677 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS LC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning for LC and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilors Hally, Smede, Dingman, Freeman, Francis, Radford. Nay – none. Motion carried.

Subject: Public Hearing – Form Based Code Amendment to allow residential uses on the ground floor

For consideration is the Ordinance amending the Form Based Code, to allow residential uses on the ground floor with certain restrictions. The Planning and Zoning Commission considered this item at its September 15, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all items presented be entered into the record. She requested staff presentation.

Director Cramer stated this is a minor change to modify the land uses allowed in a storefront building. He reminded the Council that Form Based Code defines building types. Storefront buildings are typically downtown with a glass storefront that adds interest to the pedestrian environment. Currently in the code, this type of building in the historic center of downtown, residential is only allowed on the upper floors. Director Cramer stated during a recent conversation with a developer, there was concern that a change of use would require the installation of an elevator because the building code would require an Americans with Disabilities Act (ADA) accessible unit. The proposed change would allow residential on the main floor but only 30’ behind the storefront. Director Cramer noted per discussion with the department Council liaisons, Councilor Radford questioned other building code solutions versus changing the zoning code that could assist. Director Cramer stated final interpretation was recently received from the Building Official Reginald Fuller. Per the International Code Council (ICC), another building code component would assist for existing buildings – when the uses change in the main floor or upper floor under certain conditions, including less than 50% of the space and if the cost of providing accessibility to the unit would be more than 20% of the overall residential renovation costs, accessibility is not required to be provided. Director Cramer stated there would have to be an extensive renovation for this to be triggered. He believes, because of this recent information, some minor changes would be required in the language of the ordinance. He recommended this ordinance be passed on the first reading only if Council is comfortable with the concept of residential on the main floor but behind the storefront. The minor adjustments could be made with final approval at the next Council Meeting (October 22). Per Councilor Francis, Director Cramer stated the 20% renovation costs for the accessibility is already law. Also per Councilor Francis, Mr. Fife believes it would make more sense to read the ordinance on the first reading if the ordinance can be corrected between the two (2) Council meetings. Mayor Casper clarified this change could be completed in two (2) weeks.

October 8, 2020 City Council Meeting - Unapproved

Seeing no one appearing for public testimony, Mayor Casper closed the public hearing.

Councilor Francis believes the concept is to help development in the historic downtown area as there is a demand for residents on the upper floors although the expense of remodeling/renovations are difficult. He also believes this will help maintain the 30' of storefront. Councilor Radford expressed his appreciation to Director Cramer for this recent information. He stated he is very supportive of accessibility for as many opportunities as possible. He also wants to make things affordable for development, and this gives other options.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Ordinance amending the Form Based Code to allow residential uses on the ground floor of a Storefront Building under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Following clarification from Mr. Fife, it was then moved by Councilor Francis, seconded by Councilor Radford, to consider the ordinance amending the Form Based Code to allow residential uses on the ground floor of a Storefront Building and consider the ordinance on the first reading and request that it be read by title. Roll call as follows: Aye – Councilors Smede, Hally, Radford, Dingman, Freeman, Francis. Nay – none. Motion carried.

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

ORDINANCE NO. 3347

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 10, CHAPTER 7 BY PERMITTING RESIDENTIAL USES ON THE MAIN LEVEL, BEHIND STOREFRONT AREAS, IN THE DOWNTOWN AREA; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Subject: Public Hearing – Rezone from HC to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, a portion of Lot 19 and Lots 20, 21, 22, Block 1 of Jackson Hole Junction Subdivision 1st Amended

For consideration is the application for Rezone from HC to LC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, for a portion of Lot 19 and Lots 20, 21, 22, Block 1 of Jackson Hole Junction Subdivision 1st Amended. The Planning and Zoning Commission considered this item at its September 15, 2020, meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

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

Mayor Casper requested the applicant presentation.

Clint Boyle, Horrocks Engineers, appeared on behalf of the applicant Morgan Development, Matt Morgan. Mr. Boyle presented the following:

Slide 3 – Property under consideration in current zoning

Mr. Boyle stated the area includes a 42-acre site located off Sunnyside and the 1-15 Interchange. He also stated this project has been years in the making with multiple property consolidations and Morgan Development has invested a significant amount of time and infrastructure in this area. Mr. Boyle stated this project had tremendous momentum for overall development as a gem for the City and a gateway into the City prior to COVID, which is now prompting the rezone. Mr. Boyle stated factors are now weighing on Mr. Morgan as the major tenant for this site, Show Biz, was hit extremely hard due to COVID. This has changed the dynamics of the property. This particular location required a significant investment to blast and remove the lava rock which was anticipated to be offset by some urban renewal/tax increment financing (TIF) money. Mr. Boyle stated Mr. Morgan is now exploring all options on the property. The rezone request is for a portion of the 42 acres in the northwest quadrant, which is roughly 1/4 of the project. Mr. Boyle stated the LC request is to change the property to another commercial zoning designation, it would be fully in compliance of the Comprehensive Plan, and it would allow a broader spectrum of uses for the overall development. The HC zone allows heavier-duty uses and 3/4 of this project will remain with

October 8, 2020 City Council Meeting - Unapproved

those spectrum of uses along with the commercial uses. The LC zone allows light-industry type uses which allows flexibility. Mr. Boyle believes the rezone is necessary given the change in economic conditions and will allow Mr. Morgan to move the project forward in timely manner. He indicated per the TIF and the funding it is critical for the value of improvements to be recognized timely to receive partial reimbursement for the significant infrastructure investment. Per Councilor Francis, Mr. Boyle stated this rezone includes roughly 10½ acres. Councilor Francis questioned the transition as I-15 is the barrier. Mr. Boyle stated from a multi-family development, there is a critical mass of units to consider for development and this would hit the lower range if proceeded in this way. He indicated Mr. Morgan will need to further address this issue.

Mayor Casper requested a staff presentation.

Director Cramer emphasized the LC zone is consistent with the principles of the Comprehensive Plan in this area.

Slide 4 – Comprehensive Plan Future Land Use Map

Director Cramer stated there are multiple designations in this area including interchanges to the major highway and major arterial which are dynamic, and many things can happen. He also stated the LC zone adds the option for residential. Director Cramer reviewed uses that would no longer be allowed. He stated this area was planned for mixed uses.

Slide 3 – Aerial photo of property under consideration

Director Cramer stated as South Fork Boulevard is built out it will have full sidewalk and will connect to the larger pathway system onto Sunnyside. He noted in the development standards and codes, staff is trying to ensure connectivity and alternative options are provided. The layout will be determined during development. Director Cramer reiterated P&Z and staff recommend approval.

Mayor Casper requested additional testimony. She reminded the Council that the zoning decisions are not to be based on speculation of one of the uses.

Matt Morgan, Morgan Construction, appeared. Mr. Morgan stated he is looking for maximum flexibility. He provided a brief update on Show Biz, stating this development may still occur. He stated he has been in discussion with numerous multi-family apartment developers and a retailer who was okay with the buffer. He requested Council support for rezone. Per Councilor Francis, Mr. Morgan stated the LC Zone would give multi-family flexibility.

Councilor Francis questioned the walkability to other adjacent areas, including Snake River Landing. Director Cramer stated there is a multi-use path along Sunnyside and sidewalks will be included as Pioneer Drive develops that will ultimately connect to the Event Center and into Snake River Landing. Mr. Boyle stated a traffic study/analysis has been completed to look at future connections and roads, South Fork Boulevard will provide a direct connection to the proposed Event Center area. He reiterated the path along Sunnyside.

Seeing no one appearing for additional testimony, Mayor Casper closed the public hearing.

Councilor Francis believes the connectivity will add to the walkability. He also realizes the LC will add the residential option. Councilor Hally stated developers take risk; this area met several criteria for the Idaho Falls Redevelopment Agency; the flexibility allows a project to move forward; and there should be encouragement for developers to take risk. He also stated there is a very fine line with the time element of the TIF. He believes it's vital to encourage the developer to move forward as there is a tie to move forward with the TIF requirements and develop land. Mayor Casper believes there may be an advantage to live near the interstate. She also believes growth will change the area.

It was moved by Councilor Francis, seconded by Councilor Radford, to approve the Ordinance Rezoning a portion of Lot 19 and Lots 20, 21, 22, Block 1 of Jackson Hole Junction Subdivision 1st Amended, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilors Dingman, Smede, Francis, Freeman, Hally, Radford. Nay – none. Motion carried.

October 8, 2020 City Council Meeting - Unapproved

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

ORDINANCE NO. 3346

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 10.48 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM HC ZONE TO LC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

It was moved by Councilor Francis, seconded by Council President Dingman, to approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from HC to LC of a portion of Lot 19 and Lots 20, 21, 22, Block 1 of Jackson Hole Junction Subdivision 1st Amended, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilors Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Announcements:

Mayor Casper announced the drive-thru Trunk or Treat on October 24 at Freeman Park sponsored by the Idaho Falls Police Department and the Bonneville County Sheriff's Office; and City offices will be closed on October 12 for Columbus Day.

Adjournment:

With no further business, the meeting adjourned at 9:12 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor



MEMORANDUM

FROM: Bear Prairie, General Manager
DATE: Thursday, October 15, 2020
RE: BPA Network Operating Agreement

Council Action Desired

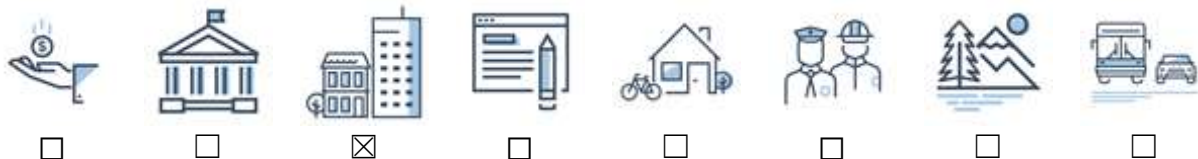
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve Bonneville Power Administration (BPA) Network Operating Agreement with Idaho Falls Power (IFP) (or take other action deemed appropriate).

Description, Background Information & Purpose

IFP is a network transmission customer of BPA. This requires IFP to have an agreement in place that governs the terms and conditions under which this service is delivered. BPA has recently standardized their network agreements. This one will replace the older version.

Relevant PBB Results & Department Strategic Plan



This action supports access to reliable and affordable power to support existing businesses and attract new business and also support the growth element of the IFP Strategic Plan.

Interdepartmental Coordination

N/A

Fiscal Impact

This agreement has no impact to the Idaho Falls Power 2020/21 budget.

Legal Review

Legal has reviewed the agreement.

NETWORK OPERATING AGREEMENT
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
ACTING BY AND THROUGH THE
BONNEVILLE POWER ADMINISTRATION
and
CITY OF IDAHO FALLS
Index of Sections

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Exhibit A	Related Agreements
Exhibit B	Other Operational or Technical Requirements
Exhibit C	Remedial Action Schemes and Relay Schemes

This NETWORK OPERATING AGREEMENT (Agreement) is entered into by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (Transmission Provider) and «Customer Long Name» (Network Customer), hereinafter individually also referred to as “Party” and collectively as “Parties.”

The Transmission Provider provides Network Integration Transmission Service under the Transmission Provider’s Open Access Transmission Tariff (Tariff) as it may be amended or replaced from time to time.

The Parties have entered into a Service Agreement for Network Integration Transmission Service (Service Agreement), dated as of <date> and amended or replaced from time to time in which the Transmission Provider will provide Network Integration Transmission Service for the Network Customer.

The provision of Ancillary Services will be addressed in the Service Agreement.

The Network Customer shall either: (i) operate as a Balancing Authority Area under applicable requirements of NERC, WECC, and NWPP, and satisfy its own Balancing Authority Area Requirements, including all necessary Ancillary Services; (ii) satisfy its Balancing Authority Area requirements, including all necessary Ancillary Services, by contracting with the Transmission Provider, or (iii) satisfy its Balancing Authority Area requirements, including all necessary Ancillary Services, by contracting with another entity which satisfies the applicable reliability requirements of NERC, WECC, and NWPP.

The Parties recognize that the Transmission Provider’s Transmission system is directly or indirectly interconnected with transmission systems owned or operated by others and the flow of power and energy between such systems shall be controlled by the physical and electrical characteristics of the facilities involved and the manner in which they are operated.

Part of the power and energy being delivered under this Agreement and the Service Agreement may flow through such other systems rather than through the Transmission Provider’s facilities.

The Transmission Provider has established technical standards, guidelines, policies, and procedures (Standards) for planning, construction, maintenance, and operation of the Transmission Provider’s grid, interties, and interconnections in accordance with the Tariff. Standards are available from the Transmission Provider and may be amended from time to time. Standards include, but are not limited to, the following documents or their successors:

- Technical Requirements for Interconnection to the BPA Transmission Grid;
- Metering Application Guide (MAG);
- Responsibilities and Technical Requirements Guide for Transmission Customer Owned Meters;
- BPA’s Facility Ownership and Cost Assignment Guidelines; and
- BPA Outage Planning and Coordination Policy.

The Transmission Provider has established business practices (Practices) in accordance with the Tariff. Practices are available on the Transmission Provider's Website. Practices may be amended from time to time in accordance with the Transmission Provider's business practice process.

There is a need to identify operational requirements related to Network Integration Transmission Service over the Transmission Provider's Transmission system.

The Parties therefore agree as follows:

1. Term of Agreement

This Agreement will be effective at 0000 hours on the date that this Agreement has been signed by both Parties (Effective Date), and shall remain in effect through the term of the Service Agreement.

In the event that the Agreement is terminated, all liabilities incurred hereunder are hereby preserved until satisfied.

2. Exhibits

The following Exhibits are hereby incorporated as part of this Agreement:

- (a) Exhibit A Related Agreements
- (b) Exhibit B Other Operational or Technical Requirements
- (c) Exhibit C Remedial Action Schemes (RAS) and Relay Schemes

3. Obligations of the Parties

The Parties to this Agreement shall:

- (a) Agree to adhere to Good Utility Practice as defined in the Tariff, including all applicable reliability criteria as observed in the region;
- (b) Determine methods and take appropriate actions to assure capability for delivery of power and energy at the points of receipt and delivery, and at additional or alternate points of receipt and delivery as established by the Parties;
- (c) Operate and maintain equipment necessary for interconnecting the Network Customer with the Transmission Provider's Transmission system including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment. Each party is expected to maintain their own equipment unless otherwise agreed to;
- (d) Transfer data as required to maintain reliability of the Transmission Provider's Transmission system;

- (e) Use software programs required for data links and constraint dispatching for operational needs;
- (f) Exchange data on forecasted loads and resources, and technical data necessary for planning and operation; and
- (g) Address other technical and operational considerations required for Tariff implementation, including scheduling protocols.

4. **Definitions**

Unless otherwise defined herein, capitalized terms refer to terms defined in the Tariff, Rate Schedules, or *Glossary of Terms Used in NERC Reliability Standards* in effect at the time.

- (a) “NERC” means North American Electric Reliability Corporation, or its successor.
- (b) “NWPP” means The Northwest PowerPool, or its successor.
- (c) “Operational Constraints” means Limitations on the ability of the Transmission Provider’s Transmission system to operate due to any system emergency, loading condition, or maintenance outage on the Transmission Provider facilities, or on facilities of an interconnected utility, that makes it prudent to reduce Transmission Provider’s Transmission system loadings, whether or not all facilities are in service.
- (d) “WECC” means The Western Electricity Coordinating Council, or its successor.

5. **Interconnected Facility Requirements¹**

- (a) **Ownership**
 - (1) Equipment and facilities owned by one Party and installed on the property of the other Party shall remain the property of the owner, except as noted in this Agreement.
 - (2) A Party must identify its equipment and facilities installed on the other Party’s property. Identification of ownership must be made by affixing suitable markers with the owner’s name. The Parties may jointly prepare an itemized list of the aforementioned equipment and facilities.
 - (3) Each Party agrees to be responsible for the cost of complying with all applicable Federal, State, and local environmental laws for its own equipment and facilities.

¹ See Exhibits for additional customer-specific agreements or requirements.

- (b) **Safety Design**

The Transmission Provider requires clearance of equipment during maintenance, modification, and testing. In accordance with the Transmission Provider's Standards and Practices, facility interconnections between the Transmission Provider and the Network Customer are to be designed and constructed to allow clearance of equipment using isolation devices. Isolation devices must produce a visible air gap between the energized facilities and the equipment to be maintained, modified, or tested. Any operating procedures associated with this interconnection must comply with OSHA Standard 29 CFR 1910.269(m) and also the ANSI/IEEE National Electric Safety Code as amended or replaced from time to time.
- (c) **Access**
 - (1) Each Party grants permission, subject to site requirements, to the other to enter its property to perform operations, maintenance, meter reading, inspection, or removal of their respective equipment and facilities installed on the other Party's property.
 - (2) If unescorted access is prohibited, the Parties shall allow escorted access during normal business hours. Unescorted access shall be facilitated through separate agreement.
 - (3) Within the limitations of applicable law, in accessing equipment or facilities on the property of another, each Party is responsible for injury or damage to person or property from the intentional actions or negligent acts of its own employees and agents.

6. Resource and Interconnection Principles and Requirements

- (a) **Plan, Construct, Operate and Maintain Facilities**

The Network Customer shall plan, construct, operate and maintain its facilities and system that interconnect with the Transmission Provider's Transmission system in accordance with Good Utility Practice, including, but not limited to, all applicable requirements of (1) NERC, WECC, NWPP, and any other applicable reliability authority; and (2) the Transmission Provider's Standards and Practices.
- (b) **System Protection**

The Parties acknowledge their obligations to respond to contingencies on the Transmission Provider's Transmission system and on systems directly and indirectly interconnected with the Transmission Provider's Transmission system, in accordance with the Transmission Provider's Tariff, Standards, and Practices. The Parties intend to meet this obligation by implementing RAS or other relay schemes which may be identified in the attached Exhibit C.

7. Customer Information Requirement

Network Customer shall provide annually to the Transmission Provider, plans of any expansions of, or upgrades to, its owned generation or transmission facilities (lines, transformers, reactive equipment, load forecasts, etc.) for each of the subsequent ten years.

Requested information may include:

(a) Annual and Ongoing Data Coordination Requirements:

- (1) Annual updates of load and resource forecasts.
- (2) Any additional information required from the Network Customer as required by applicable reliability standards, or specified by the Transmission Provider's Tariff, Standards, and Practices.

(b) Annual Data Exchange Technical Data Details:

The Network Customer shall review, validate, and respond to the Transmission Provider's annual data exchange requests that are applicable to the Network Customer:

- (A) The Network Customer must respond on or before the reasonable deadlines set by the Transmission Provider.
- (B) Technical data requirements may include the following:
 - (i) Steady-State, Dynamics, Geomagnetic Induced Current (GIC), and Short Circuit data.
 - (ii) One lines, facility ratings, facility rating methodology.
 - (iii) Date of data validation, notification of latest version of files on record.
 - (iv) Other information reasonably requested for modeling purposes.

8. Power Quality

Requirements and information regarding Power Quality can be found in the Transmission Provider's Standards and Practices.

9. Service Interruptions

Outage Coordination

Parties must request and coordinate outages in accordance with the Tariff and the Transmission Provider's Standards and Practices.

10. Emergency Planning and Operation

- (a) The Transmission Provider shall be responsible for planning, coordinating, and implementing emergency operation (NERC EOP) schemes including

Disturbance Reporting (EOP-4), System Restoration (EOP-5), Geomagnetic Disturbances (EOP-10), and the Emergency Operating Plan (EOP-11). There may be additional schemes that meet the NWPP, WECC, and applicable reliability authority planning objectives. If the Transmission Provider identifies reliability objectives beyond the NWPP, WECC, and applicable reliability authority planning objectives, they shall be communicated to the Network Customer.

- (b) The Network Customer shall:
 - (1) Participate in the development and implementation of Load Shedding programs for system security;
 - (2) Install and maintain the required Load Shedding relays, including under-frequency and under-voltage relays as reasonably determined by Transmission Provider to meet compliance obligations, provided, that the Network Customer can instead request that the Transmission Provider install such relays on the Transmission Provider's facilities that serve the Network Customer; and
 - (3) Participate in system restoration planning.
- (c) Additional information regarding Emergency Planning and Operation can be found in the Transmission Provider's Standards and Practices.

11. Metering Information, Costs, and Requirements

- (a) The Network Customer shall review information and follow requirements related to metering found in the Transmission Provider's Standards and Practices.
- (b) Metering of Existing Facilities:

The Transmission Provider shall be responsible for costs of all Transmission Provider-required new meter installation or meter replacements at a Network Customer facility existing on the Effective Date of this Agreement. The Network Customer may assume this responsibility by mutual agreement of the Parties.

The Network Customer shall be responsible for the costs of:

- (1) Any meter replacement or new installation at points of delivery which are not required to achieve the best overall plan of service (convenience points of delivery as defined in the Transmission Provider's Standards and Practices);
- (2) Any meters needed because the Network Customer changes Balancing Authorities or is displacing transmission from the Transmission Provider;

- (3) Any meters requested by the Network Customer; and
 - (4) The supporting equipment to the metering system associated with supplying the Transmission Provider funded meter, including, but not limited to the instrument transformers for voltage potential and current flow (potential transformers and current transformers) and associated interconnected cabling, terminal blocks, and switches.
- (c) Network Customer is required to notify the Transmission Provider if there are any changes to the supporting equipment to the metering system (instrument transformers specifically), or to the meter the customer has assumed responsibility for, that may affect the meter readings in any way prior to installing the new components so that updated billing arrangements can be implemented.
- (d) Metering of New Network Customer Facilities:
The Transmission Provider shall be responsible for costs associated with installation of the Transmission Provider-approved metering at new facilities established after the Effective Date of this Agreement that are connected to the Transmission Provider's Transmission system.

The Network Customer shall be responsible for the costs of the Transmission Provider approved metering for:

- (1) All points of resource integration;
- (2) All Automatic Generation Control (AGC) interchange points; and
- (3) All other points of electrical interconnection, including convenience points of delivery.

12. Communications

Requirements and information regarding communications can be found in the Transmission Provider's Standards and Practices.

13. Network Operating Committee

- (a) Membership
The Network Operating Committee shall be composed of at least one representative from each Network Customer and the Transmission Provider or their designated agents.

- (b) **Responsibilities**
The Network Operating Committee shall meet at least once per year to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Part 3 of the Tariff.

14. Standard Provisions

- (a) **Notices**
Notices or requests made by either Party regarding these provisions shall be made to the representative of the other Party as indicated in the Service Agreement.
- (b) **Administration Of The Provisions**
The Tariff and Service Agreement, as they are amended from time to time, are incorporated herein and made a part hereof, and are to be read together with this Agreement to determine the rights of the parties. In the event of any irreconcilable differences between the Tariff and this Agreement, the language of the Tariff shall govern.
- (c) **Amendments**
Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.
- (d) **Assignment**
This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld.
- (e) **Dispute Resolution**
Disputes arising under this Agreement are subject to the dispute resolution procedures set forth in the Tariff.
- (f) **Entire Agreement**
This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.
- (g) **Freedom of Information Act (FOIA)**
The Transmission Provider may release information provided by the Network Customer to comply with FOIA or if required by any other Federal law or court order. Prior to releasing any such information, the Transmission Provider shall follow its then applicable procedures for notifying Parties that their information is subject to a FOIA request. For information that the

Network Customer designates in writing as proprietary or marks as Critical Energy/Electric Infrastructure Information (CEII) according to applicable rules and regulations, the Transmission Provider will limit the use and dissemination of that information within the Transmission Provider to employees who need the information for purposes of this Agreement.

(h) **Governing Law**

This Agreement shall be interpreted, construed, and enforced in accordance with Federal law.

(i) **No Third Party Beneficiaries**

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

(j) **Section Headings**

Section headings and subheadings appearing in this Agreement are inserted for convenience only and are not be construed as interpretations of text.

(k) **Uncontrollable Forces**

The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

“Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force, that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party’s reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

- (1) strikes or work stoppage;
- (2) floods, earthquakes, or other natural disasters; terrorist acts; and
- (3) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Party of such Uncontrollable Force by any means

practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Exhibit C.

(l) **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

15. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials and may be executed by electronic signature and delivered electronically.

CITY OF IDAHO FALLS

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By:

By:

Title:

Title:

AE Title

If opting out of the electronic signature:

By:

Name:

(Print/Type)

Title:

Date:

**EXHIBIT A
RELATED AGREEMENTS**

This Exhibit A identifies agreements between the Parties which may contain additional obligations related to this Network Operating Agreement. Agreements identified in this exhibit are for reference only.

[Option 2

Table 1 Related Agreements

Related Agreement	Contract No.
Network Integration Transmission Service (NT) Agreement	10TX-14692
Operations and Maintenance (O&M) of Westside Substation	DE-MS79-84BP91841
Maintenance Obligations and Ownership (MO&O) Agreement of Westside Substation	15TX-16161
Mutual Assistance Agreement	16TX-16423

End of Option 2]

EXHIBIT B OTHER OPERATIONAL OR TECHNICAL REQUIREMENTS

This Exhibit B identifies additional requirements and obligations that may be unique to the Network Customer.

[Option 2:

Operational and Technical Requirements

- (a) City of Idaho Falls (doing business as Idaho Falls Power) has their own high-side equipment in their substations to isolate from BPA's system. Idaho Falls power performs their own switching; therefore, BPA does not perform switching for Idaho Falls Power.
- (b) On Idaho Falls Power's Westside-Sugar Mill No. 1 161-kV Line, there is a normal open point at Idaho Falls Power's York Road Substation that closes if the source to BPA's Westside Substation is lost.

End of Option 2]

EXHIBIT C
REMEDIAL ACTION SCHEMES AND RELAY SCHEMES

This Exhibit C identifies Remedial Action Schemes (RAS) and Relay Schemes that the Network Customer participates in.

[Option 2

Table #1 Remedial Action Schemes

Action (e.g. load, gen, reconfigure)	Related Contract No.
Not Applicable	Not Applicable

Table #2 Relay Schemes

Description or Action	Reference No.
Underfrequency Load Shedding (UFLS) Program at BPA's Westside Substation	PRC-006-3

End of Option 2]



MEMORANDUM

FROM: Bear Prairie, General Manager

DATE: Tuesday, October 13, 2020

RE: Kleinschmidt Phase I Relicensing Professional Services Contract

Council Action Desired

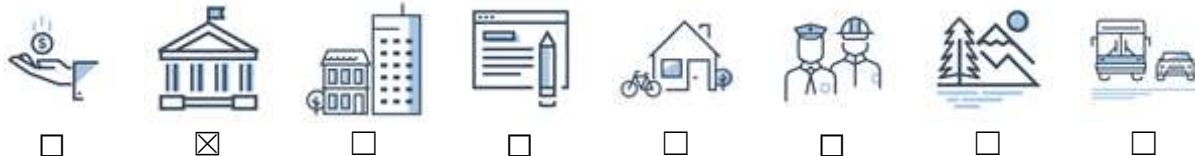
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the Phase I Relicensing Preparatory work with Kleinschmidt Associates for a not-to-exceed amount of \$55,000 (or take other action deemed appropriate).

Description, Background Information & Purpose

Approval of this agreement will aid in the Federal Energy Regulatory Commissions (FERC) relicensing of the city's two hydroelectric projects. Kleinschmidt was selected in 2019, following a Search of Qualifications (SOQ) to provide professional services on a year-over-year basis as is allowed by State Statute 67-2320.

Relevant PBB Results & Department Strategic Plan



This action supports our readiness for good governance by assurance of regulatory and policy compliance to minimize and mitigate risk, ensuring access to reliable and affordable power. It also supports the reliability element of the IFP Strategic Plan.

Interdepartmental Coordination

n/a

Fiscal Impact

This agreement is covered in the 2020/21 Idaho Falls Power budget.

Legal Review

The city attorney has reviewed the agreement.



Providing **practical** solutions to **complex** problems affecting energy, water, and the environment

September 3, 2020

VIA ELECTRONIC MAIL

Mr. Richard Malloy
Idaho Falls Power
140 So. Capital
Idaho Falls, ID 83402

Proposed Phase 1 Modification: Idaho Falls Power Phase I Relicensing Preparatory Work, Purchase Order No. 098542 (1970002.02)

Dear Mr. Malloy:

Kleinschmidt Associates (Kleinschmidt) is requesting Idaho Falls Power's (IFP's) approval of a modification to the referenced Purchase Order for consulting services for Phase I preparatory work in support of Federal Energy Regulatory Commission (FERC) relicensing. On August 9, 2019, Kleinschmidt provided IFP a Strategic Relicensing Plan (Plan) for the Idaho Falls (P-2842) and Gem State (P-2952) Projects. As part of the Plan, Kleinschmidt outlined a phased approach to preparatory work that could be completed in advance of relicensing to better position IFP for the rigorous timelines involved in relicensing two projects on parallel schedules.

Since August 2019, Kleinschmidt has been working with IFP on Phase 1 of that approach, which generally includes tasks to revise Exhibits A and G, review the adequacy of current stability and stress analyses, prepare and file a non-capacity amendment for the acceleration of Gem State's expiration date, and to assess installed capacity and federal lands as it relates to FERC's annual charges. As anticipated in the Plan, while some Phase 1 tasks have been completed in 2020, several are ongoing and will continue into 2021. Per our discussions, these remaining tasks and related budgets will be shifted into 2021 to allow additional time or research prior to their completion. Per your request, this letter proposal provides our proposed scope, schedule, and budget to continue supporting IFP's execution of the Plan, specifically as it relates to the ongoing work associated with Phase 1.

PROPOSED SCOPE OF WORK

We are proposing to provide the following services to supplement the work that is ongoing under the original work authorization:

TASK 1 PROJECT MANAGEMENT (CONTINUED)

Kleinschmidt will continue to provide general project management, administration, status updates, and task close-out consistent with the current work authorization. We will continue to schedule bi-monthly check-in calls to discuss deliverables and respond to any needs that arise. Our team will continue to host and use the SharePoint site to facilitate the transfer of documents and information, and as a repository for existing project documents.

TASK 2 EXHIBIT G REVISIONS (CONTINUED)

Under the current work authorization, Kleinschmidt located the most recently approved Exhibit G drawings for the projects and worked with IFP to digitize the current project boundary into a GIS format based on those drawings. Once digitized, the boundary was analyzed for accuracy and potential changes, the results of which have been provided to IFP in an August 2020 report. This report provides recommendations based on the review, which include additional research related to property ownership and flowage easement, development of more accurate representations of boundaries based on contour elevation, or decisions regarding the removal or addition of project lands prior to the relicensing process. These items will need to be completed prior to the revision and filing of updated Exhibit G drawings for the projects. Kleinschmidt will work with IFP to complete these items, revise the projects' Exhibit G drawings, and develop the required spatial data and documentation according to FERC standards and regulations. This effort will generally involve the following subtasks and assumptions:

- General assistance and guidance to IFP staff for tasks recommended in the Project Lands Review.
- Oversight of revisions to the project boundary to be made by IFP staff, including but not limited to the development of more accurate contour elevations based on LiDAR data and the confirmation of upland ownership boundaries.
- Oversight of the development of revised Exhibit G drawings by IFP staff to ensure FERC's current standards and regulations are met, including the review and approval by a licensed surveyor.

TASK 3 **EXHIBIT A REVISIONS (CONTINUED)**

Similar to the discussion under Task 2 (Exhibit G Revisions), the recommendations provided within the Project Lands Review will need to be addressed prior to the filing of a revised Exhibit A. This will include the finalization or confirmation of project lands, federal lands, and installed capacities for the projects. Under the current work authorization, Kleinschmidt has conducted a review of IFP's project works and their description within each project's Exhibit A. Changes and recommendations have been discussed and approved, with only the items mentioned above remaining. Accordingly, Kleinschmidt's effort related to this task will include the following subtasks and assumptions:

- Incorporation of final project features, capacities, and acreages to be confirmed under Task 2, including the determination of whether potential changes to federal land acreages or installed capacities warrant additional amendments prior to relicensing to revise FERC's annual charges for administrative costs and use of government lands. Should an amendment be recommended to and accepted by IFP, those actions will be conducted under Task 6.
- A cursory review of efficiency ratings and nameplate capacities for each turbine has been conducted to determine whether the authorized installed capacities listed in each Projects' Exhibit A and license articles 51 (Idaho Falls Project) and 52 (Gem State Project) are accurate and that IFP is not being overcharged in FERC's annual administrative charges. Kleinschmidt will provide a memo summarizing these results and recommended actions. Should an amendment be recommended to and accepted by IFP, those actions will be conducted under Task 6.
- Preparation and filing of revised Exhibit A documents.

TASK 4 **ANNUAL CHARGES AMENDMENT (CONTINUED)**

Tasks 2 and 3 will assess whether an amendment should be requested to alter license articles 51 (Idaho Falls Project) and 52 (Gem State Project) and revise FERC's annual charges for administrative costs and use of government lands. Should those analyses result in a recommendation to request such amendments and IFP's acceptance of those recommendations, this effort will consist of preparing the necessary documents and correspondence to be filed with FERC to make such requests along with the filing of revised Exhibit A documents and Exhibit G drawings.

TASK 5 **GENERAL ON-CALL SUPPORT (NEW)**

Based predominantly on the recommendations provided within the Project Lands Review, Kleinschmidt anticipates that unforeseen, minor tasks may arise in 2021 that are not specifically covered under our existing tasks. Without increasing the budget provided in the Plan for Phase 1, we have shifted some budget from remaining tasks to better capture more general requests or tasks. As well, this on-call assistance budget allows Kleinschmidt the capacity to be responsive to IFP's questions in anticipation of planning for next relicensing scope of work.

SCHEDULE

Kleinschmidt will continue these efforts through the end of 2020 and into the third quarter of 2021.

COST OF SERVICES

Based upon our understanding of the scope of work previously authorized for these activities, and the continued effort on these tasks, the total cost is estimated to be **\$55,000** (fifty-five thousand dollars). This estimated budget includes unused budget for 2020 costs deferred to 2021, budget anticipated for 2021 in the Plan, and the shifting of some of the anticipated budget to a new, general task for on-call assistance.

Project Management/Administration/Billing	\$10,000
Exhibit G Revisions and Filing	\$15,000
Exhibit A Revisions and Filing	\$ 5,000
Annual Charges Amendment	\$10,000
General On-Call Support	\$15,000
Total	\$55,000

Kleinschmidt will perform the proposed work on an Hourly Rate Plus Expenses basis. The Cost of Services is calculated using Kleinschmidt's Standard Rates. Please note that the cost proposal is *an estimate* based on Kleinschmidt's past experience with the relicensing process. We will not exceed the estimated amount without first discussing the need with you and receiving your authorization to proceed. For additional work or other services that may be requested. Attachment A shows the proposed billing rates for 2020.

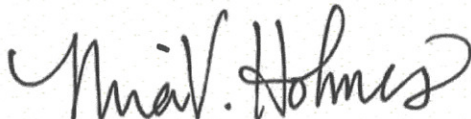
TERMS AND CONDITIONS

This modification to the proposed Scope of Work will be performed on an Hourly Rate Plus Expenses basis in accordance with this proposal and Kleinschmidt's 2020 Rate Schedule, which will be revised in 2021 (Attachment A), Kleinschmidt's Standard Terms and Conditions with exceptions taken by IFP dated February 25, 2019 (Attachment B), and Method of Payment (Attachment C).

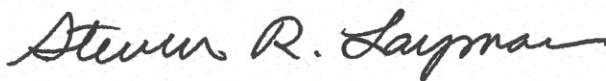
We appreciate the opportunity to assist you with this project. If you have any questions regarding this proposal, please contact Nuria Holmes at (971) 266-5395 or Nuria.Holmes@KleinschmidtGroup.com. If you issue a purchase order as means of authorization of the work, please reference this Modification to Phase 1, Kleinschmidt Project No. 1970002.02 in the purchase order. We understand the original purchase order will be closed, and a new purchase order will be issued for this revised scope of work to be completed between October 1, 2020 and September 30, 2021. In lieu of a purchase order, a countersigned copy of this modification could be provided as your acknowledgement and concurrence with the Proposed Scope of Work, Schedule, Cost, and Terms and Conditions.

Sincerely,

KLEINSCHMIDT ASSOCIATES



Nuria Holmes
Project Manager



Steven R. Layman, Ph.D.
Principal Consultant

NVC:JM

Attachments: Attachment A. 2020 Rate Schedule

Attachment B. Standard Terms and Conditions dated February 25, 2019

Attachment C. Method of Payment

cc: Proposal Distribution

Accepted By:

IDAHO FALLS POWER

Signature

Printed Name

Title

Date

ATTACHMENT A

2020 RATE SCHEDULE

KLEINSCHMIDT ASSOCIATES
2020 RATES (USD)

LABOR CATEGORY	HOURLY BILLING RATE
SENIOR MANAGERS/CONSULTANTS	
Principal Consultant F1	\$225.00
Senior Manager M1G	\$215.00
Team Leader M1T	\$187.00
ENGINEERS	
Senior Engineering Advisor E7	\$225.00
Senior Engineering Consultant E6	\$205.00
Senior Engineer E5	\$167.00
Project Engineer E4	\$151.00
Engineer E3	\$140.00
Staff Engineer E2	\$129.00
Engineer Technician E1	\$98.00
LICENSING COORDINATORS/PLANNERS	
Senior Regulatory/Planner Advisor L/P7	\$215.00
Senior Licensing Coordinator/Planner L/P6	\$178.00
Project Licensing Coordinator/Planner L/P5	\$146.00
Licensing Coordinator/Planner L/P4	\$129.00
Staff Licensing Coordinator/Planner L/P3	\$111.00
Associate Licensing Coordinator/Planner L/P2	\$95.00
Licensing Coordinator/Planner Technician L/P1	\$77.00
Licensing Intern L/P0	\$62.00
SCIENTISTS	
Senior Science Advisor S7	\$205.00
Senior Scientist S6	\$174.00
Project Scientist S5	\$144.00
Scientist S4	\$127.00
Staff Scientist S3	\$110.00
Associate Scientist S2	\$87.00
Scientist Technician S1	\$75.00
Field Technician S0	\$57.00
PROJECT AND PROGRAM MANAGEMENT	
Program Director	\$220.00
Senior Project Manager PM2	\$216.00
Project Manager PM1	\$185.00
Project Controller A6	\$128.00
Senior Project Coordinator or Administrator /Accountant A5	\$115.00
Project Administrator/Accountant A4	\$101.00
Administrative Staff A3	\$88.00
Associate Administrative Staff A2	\$75.00
Office Assistant A1	\$67.00
DESIGNERS/DRAFTERS	
Lead Designer D5	\$135.00
Senior Designer D4	\$126.00
Designer D3	\$111.00
Senior Drafter D2	\$95.00
Drafter D1	\$84.00

V:\Admin Group\Contractual Documents\2020 Files\2020 US Rates KA.docx

Effective January 1, 2020

ATTACHMENT B

STANDARD TERMS AND CONDITIONS DATED FEBRUARY 25, 2020

**KLEINSCHMIDT ASSOCIATES
(A MAINE CORPORATION)**

**STANDARD TERMS AND CONDITIONS FOR
IDAHO FALLS POWER**

1. **Purpose:** These Standard Terms and Conditions when combined with a Proposal are intended to form a complete Agreement between Kleinschmidt Associates (Kleinschmidt) and the Client to whom the Proposal is addressed. When Kleinschmidt's signed Proposal has been accepted by the Client, the resulting Agreement shall take the place of all other agreements and representations concerning the subject of the Proposal. This Agreement may be amended only by a writing signed by both parties. Terms and Conditions of any purchase order issued by Client shall not be part of this Agreement unless separately signed by Kleinschmidt.
2. **Payment:** In consideration for Kleinschmidt's performance of the proposed work, Client shall pay Kleinschmidt as stated in the Proposal. Client agrees to pay promptly Kleinschmidt's fees and expenses as submitted on monthly invoices. If any balance remains unpaid thirty days from the date of the invoice, Client shall pay interest on the unpaid balance at the rate of one and one-half percent per month from said thirtieth day and shall, in addition, pay Kleinschmidt's costs of collection including reasonable legal fees.
3. **Client's Duties:** At no cost to Kleinschmidt, Client shall:

Promptly provide to Kleinschmidt the information required by Kleinschmidt for performance of its services.

Provide Kleinschmidt personnel with access to the work site so that they may perform their work without interference.

Designate a Client's representative with authority to transmit instructions, receive information, and define Client's policies concerning this Agreement.

Promptly notify Kleinschmidt of any defect in Kleinschmidt's services as soon as Client becomes aware of it.

Prior to commencement of Kleinschmidt's work, furnish Kleinschmidt with any special design or construction standards, which Client may require Kleinschmidt to follow.
4. **Kleinschmidt's Liability:** Kleinschmidt's services will be performed with that degree of reasonable care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The total liability by Kleinschmidt and its agents for all claims relating to the work outlined in the Proposal shall not exceed the compensation received by Kleinschmidt or \$100,000, whichever is greater.

Kleinschmidt shall not be liable for any losses resulting from deficiencies in its services if those deficiencies arise from a cause beyond Kleinschmidt's reasonable control.
5. **Ownership of Documents:** Any drawings, specifications, or reports prepared by Kleinschmidt under this Agreement shall be the property of Client; however, Kleinschmidt shall have the unlimited right to use such drawings, specifications, and reports and the intellectual property therein. Client's use of such drawings, specifications, and reports shall be limited to the project or purpose for which they were prepared. Any use other than that purpose will be at Client's sole risk and without liability to Kleinschmidt and Client shall indemnify and hold harmless Kleinschmidt from all claims, damages, losses, and expenses resulting therefrom.
6. **Opinions of Probable Cost:** Opinions of Probable Cost prepared by Kleinschmidt are merely expressions of Kleinschmidt's judgment based on its experience as a design professional familiar with the industry. Kleinschmidt has no control over market prices, construction methods, or competitive conditions and therefore cannot represent that actual bids or negotiated prices will not vary from Kleinschmidt's Opinions of Probable Cost.

7. **Patents:** Kleinschmidt's work under this Agreement shall not include patent or copyright searches; and Kleinschmidt assumes no responsibility for any patent or copyright searches; and Kleinschmidt assumes no responsibility for any patent or copyright infringement that may arise from its work. Kleinschmidt makes no representation that anything made, used, or sold in connection with its services will be free from such infringement.

8. **Termination or Suspension:** Either party may terminate this Agreement upon reasonable notice to the other. Kleinschmidt shall be paid for the services provided and expenses incurred through the date of termination.

If the Agreement is terminated by the Client without breach by Kleinschmidt or if Kleinschmidt terminates for Client's breach, Kleinschmidt shall also be paid its reasonable and necessary termination costs which may include layoff and demobilization expenses as well as costs of terminating contracts, leases, and other obligations incurred by Kleinschmidt in reliance upon this Agreement. If Client suspends the work, Kleinschmidt shall be reimbursed by Client for such added fees and costs which arise from the suspension and remobilization.

Kleinschmidt shall not be liable to Client for losses resulting from Kleinschmidt's termination or suspension caused by Client's non-payment or other material breach of this Agreement.

9. **Assignment:** Neither party shall assign its rights, interests, or obligations under this Agreement without prior written consent from the other party; but such consent shall not unreasonably be withheld.

10. **No Waiver:** The failure of either party to enforce a provision of this Agreement shall not prevent that party from later enforcing it or from pursuing the remedies that may be available for breach of the provision.

11. **Indemnification:** Within its limit of liability Kleinschmidt shall indemnify and hold harmless the Client and its agents from any and all claims and losses caused solely by the negligent acts or omissions of Kleinschmidt or its agents in the performance of services under this Agreement to the extent allowed by Idaho law and the limits of the Idaho Tort Claims Act (Title 6, Chapter 9).

Client shall indemnify and hold harmless Kleinschmidt and its agents from any and all claims and losses caused solely by the negligent acts or omissions of Client or its agents with respect to this Agreement.

12. **Governing Law:** This Agreement shall be governed by the laws of the State of Idaho provided that nothing contained in the Agreement shall be interpreted in such a way as to render the Agreement unenforceable under any law of the United States or the law of the place in which the Client is located.

13. **Time for Acceptance:** Kleinschmidt's proposal shall remain firm for no longer than 60 days unless another period is specified in the proposal or the time is specifically extended by Kleinschmidt.

ATTACHMENT C

METHOD OF PAYMENT

KLEINSCHMIDT ASSOCIATES

METHOD OF PAYMENT

1. Client may pay Kleinschmidt either on a negotiated Lump Sum basis or Hourly Rate basis, as defined in the Work Authorization and agreed by the *Client* and Kleinschmidt in writing.
2. Client agrees to pay Kleinschmidt for Services the amounts quoted in the Proposal or Work Authorization, in accordance with the compensation terms laid out in the contract. Kleinschmidt agrees not to exceed the estimated consulting costs as stated in the proposal without explaining the need to the Client and obtaining the Client's authorization to proceed.
3. For Lump Sum projects, Kleinschmidt will invoice monthly as a percent complete of the project or Work Authorization, unless otherwise defined in the Work Authorization.
4. For Time and Materials, or Hourly Rate projects, Kleinschmidt will invoice monthly for all employee time at the hourly billing rate currently in effect, times a number of hours worked on the project plus subconsultant fees and expenses as described below. Client agrees to pay for expert testimony and direct preparation for testimony in any litigation, arbitration, or other legal or administrative proceeding at 150% of the standard billing rates with a minimum daily charge based upon an 8-hour day, plus Reimbursable Expenses.
5. For any projects where expenses are invoiced separately from labor, the following apply:
 - a. Client agrees to pay Kleinschmidt a 15 percent markup for subconsultant services.
 - b. Client agrees to pay 3 percent of labor costs for telecommunications (e.g., phone, data transmission and storage, fax, conference and video conference, data security).
 - c. Client agrees to pay for specialized computer programs, field equipment, and other unit charges (e.g., photocopies, mileage, photos, drawing reproductions, CD preparation, SharePoint hosting) according to the current rates in effect.
 - d. Client agrees to pay any other reimbursable expenses actually incurred by Kleinschmidt at cost.



MEMORANDUM

FROM: Bear Prairie, General Manager
DATE: Thursday, October 15, 2020
RE: Specialty Engineering, Inc. Professional Services Agreement

Council Action Desired

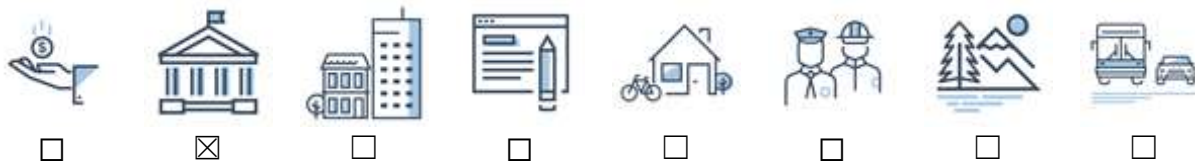
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the Professional Services Agreement with Specialty Engineering, Inc. for compliance testing at a not-to-exceed amount of \$111,000.00 (or take other action deemed appropriate).

Description, Background Information & Purpose

North American Electric Reliability Corporation (NERC) required safety testing is performed every five years at all IFP substations. Approval of this professional services agreement with Specialty Engineering, Inc. of Anchorage, Alaska will satisfy this requirement by providing Western Electricity Coordinating Council (WECC) the testing results for York, Gem State, Harrison and Westside Substations.

Relevant PBB Results & Department Strategic Plan



This action supports our readiness for good governance by providing the assurance of regulatory and policy compliance to minimize and mitigate risk, ensuring long-term reliability and access to affordable power. It also supports the reliability element of the IFP Strategic Plan.

Interdepartmental Coordination

n/a

Fiscal Impact

Funding for this service agreement is within the 2020/21 Idaho Falls Power budget.

Legal Review

n/a



April 15, 2020

To: Mark Reed
Generation Superintendent
Idaho Falls Power
104 S. Capital
Idaho Falls, ID 83402
Office: (208) 612-8234
Email: Mreed@ifpower.org

Subject: 2020 WECC Compliance testing: York, Gem State, Harrison & Westside Substations

Dear Mr. Reed:

Specialty Engineering, Inc. (SEI) is pleased to offer the following proposal for the scope of work (SOW) described herein:

SCOPE OF WORK

SEI shall perform maintenance testing per NETA-MTS 2019. Testing shall be performed on the following equipment:

York Substation (2.5 days)

1. (1 each) 161-12.47 kV, 15/20/25MVA, 3 Phase Transformer with LTC
 - TTR on all NLTC taps & Existing NLTC Tap to 1L to 16R on the LTC
 - Insulation Resistance
 - Power Factor – Windings
 - Power Factor – Bushings
 - Excitation
 - Percent Impedance
 - DC Winding Resistance on all NLTC taps & Taps to 1R to 16L on the LTC
 - Test All Ancillary Devices (Including Sudden Pressure Relay)
 - Visual Inspection of Overall Transformer Condition
2. (6 each) Arresters on transformer
3. (1 each) Square D, 15 kV, 1200A Vacuum Breaker
 - Insulation Resistance
 - Hipot/Vacuum Integrity Tests
 - Contact Resistance
 - Timing (Open, Close, Reclose)
4. (1 each) S&C, 169 kV, 1200A SF6 Circuit Switcher
 - Insulation Resistance
 - Contact Resistance
 - Timing (Open, Close)
5. (6 each) ABB CO-11 Relays
6. (2 each) ABB CO-6 Relays
7. (3 each) Westinghouse HU Relays
8. (18 each) Current Transformers (12-CB, 6-XFMR)
9. (3 each) Potential Transformers
10. (1 each) Functional Testing of Relays, Breakers & Transformer and Alarms

Gem State Substation (2.5 days)

1. (1 each) 161-13.8 kV, 15/20/25MVA, 3 Phase Transformer
 - TTR on as found/as left tap (NLTC) settings
 - Insulation Resistance
 - Power Factor – Windings
 - Power Factor – Bushings

- Excitation
 - Percent Impedance on as found/as left tap settings
 - DC Winding Resistance on as found/as left tap settings & LV
 - Test All Ancillary Devices (Including Sudden Pressure Relay)
 - Visual Inspection of Overall Transformer Condition
2. (6 each) Arresters on transformer
 3. (1 each) General Electric, 15 kV, 1200A Vacuum Breaker
 - Insulation Resistance
 - Hipot/Vacuum Integrity Tests
 - Contact Resistance
 - Timing (Open, Close, Reclose)
 4. (1 each) Siemens, 169 kV, 1200A SF6 Circuit Switcher
 - Insulation Resistance
 - Contact Resistance
 - Timing (Open, Close)
 5. (1 each) SEL 300G Relay
 6. (4 each) GE IFC Relay
 7. (1 each) SEL 487E
 8. (1 lot) 86E, 86T, 62L, 59DDT, 51's
 9. (26 each) Current Transformers (6-CB, 10-Generator, 10-XFMR)
 10. (9 each) Potential Transformers (SWGR and Generator Ground PT)
 11. (1 each) Functional Testing of Relays, Breakers & Transformer and Alarms

Harrison Substation (2.5 days)

1. (1 each) 161-12.47 kV, 15/20/25MVA, 3 Phase Transformer with LTC
 - TTR on all NLTC taps & Existing NLTC Tap to 1L to 16R on the LTC
 - Insulation Resistance
 - Power Factor – Windings
 - Power Factor – Bushings
 - Excitation
 - Percent Impedance
 - DC Winding Resistance on all NLTC taps & Taps to 1R to 16L on the LTC
 - Test All Ancillary Devices (Including Sudden Pressure Relay)
 - Visual Inspection of Overall Transformer Condition
2. (6 each) Arresters on transformer
3. (1 each) ABB, 15.5 kV, 1200A Vacuum Breaker
 - Insulation Resistance
 - Hipot/Vacuum Integrity Tests
 - Contact Resistance
 - Timing (Open, Close, Reclose)
4. (1 each) Siemens, 169 kV, 1200A SF6 Circuit Switcher
 - Insulation Resistance
 - Contact Resistance
 - Timing (Open, Close)
5. (3 each) Basler BE1-51 Relays
6. (1 each) Westinghouse CO-6 Relay
7. (1 each) SEL-387A Relay
8. (3 each) Westinghouse CO-11 Relay
9. (15 each) Current Transformers (6-CB, 9-XFMR)
10. (3 each) Potential Transformers
11. (1 each) Functional Testing of Relays, Breakers & Transformer and Alarms

Westside Substation (3 days)

1. (1 each) 161-12.47 kV, 15/20/25MVA, 3 Phase Transformer with LTC
 - TTR on all NLTC taps & Existing NLTC Tap to 1L to 16R on the LTC
 - Insulation Resistance



- Power Factor – Windings
 - Power Factor – Bushings
 - Excitation
 - Percent Impedance
 - DC Winding Resistance on all NLTC taps & Taps to 1R to 16L on the LTC
 - Test All Ancillary Devices (Including Sudden Pressure Relay)
 - Visual Inspection of Overall Transformer Condition
2. (6 each) Arresters on transformer
 3. (1 each) Square D, 15.5 kV, 2000A Vacuum Breaker
 - Insulation Resistance
 - Hipot/Vacuum Integrity Tests
 - Contact Resistance
 - Timing (Open, Close, Reclose)
 4. (1 each) Square D, 15.5 kV, 1200A Vacuum Breaker
 - Insulation Resistance
 - Hipot/Vacuum Integrity Tests
 - Contact Resistance
 - Timing (Open, Close, Reclose)
 5. (1 each) Siemens, 245 kV, 2000A SF6 Circuit Breaker
 - Insulation Resistance
 - Hipot/Vacuum Integrity Tests
 - Contact Resistance
 - Timing (Open TC1, Open TC2, Close, Reclose, Trip-free)
 6. (3 each) SEL 351 Relay
 7. (1 each) SEL-387A Relay
 8. (21 each) Current Transformers (18-CBs, 3-XFMR)
 9. (3 each) Potential Transformers
 10. (1 each) Functional Testing of Relays, Breakers & Transformer and Alarms

SEI anticipates this scope of work can be performed in 11 working days (17 total days including travel and weekends), working 10-hour days Monday - Friday, with 3 substation technicians. Scope also includes all minor tightening, inspection, lubrication, and cleaning as needed. Additionally, all per diem, lodging, travel costs, equipment rentals, testing labor, reporting, and administration costs are included. Lodging and Per Diem for the weekends are also included, but there will be no stand by labor charges on the weekends. A final report shall be submitted within 14 days of the completion of the aforementioned work.

Customer Responsibilities

- Make all electrical equipment under work scope available to SEI personnel during the mutually agreed upon work schedule.
- Schedule and perform switching operations to de-energized equipment, and provide safety grounds on equipment on which work will be performed prior to the arrival of SEI.
- Costs for outages.
- Physically isolate (Prior to SEI's arrival) and reconnect all equipment to be worked on.
- Provide permits, if required, to perform work.
- Provide manuals of the equipment and drawings of the circuitry on which work will be performed 30 days prior to the arrival of SEI.
- Provide lift support to access circuit switchers.

The cost to perform the scope of work outlined in this proposal is based on a **Time & Materials** amount of **\$111,000**. This amount is based on the work taking place on three consecutive weeks during October/November 2020. Proposed schedule would have SEI travel 10/19/2020 to Idaho Falls, work 10/20-10/23, 10/26-10/30 & 11/2-11/3, then travel to Vancouver 11/4. Additionally, SEI requests Gem State Substation be performed the last week in case there will be repair work on the DETC.



Any deficiencies found within the aforementioned equipment shall be reported, but not corrected as part of this scope of work. Work to be performed beyond the scope of work will be performed on a Time & Materials basis only with the prior written approval of the client. Any delays (Including switching, safety grounding, weather, safety orientation, etc.) beyond the control of SEI shall be billed in addition to the cost of this proposal. Additional mobilizations due to any delays including but not limited to unavailability of equipment, weather, or scheduling conflicts beyond the control of SEI shall be billed in addition to this proposal.

SEI may require up to a 30 day notice to proceed prior to the start of the work.

Should you require further assistance, or have any questions please do not hesitate to call. Thank you for choosing Specialty Engineering, Inc.

Sincerely,

Earl George
General Manager
(360) 553-7303 Office
(360) 241-8088 Cell

Enclosures:

2020 Specialty Engineering Inc., Fee Schedule
2020 Specialty Engineering Inc., Equipment Usage Fee Sheet



Specialty Engineering, Inc.

Fee Schedule

Valid from January 1, 2020 to December 31, 2020

<u>Classification</u>	<u>Straight Time</u>	<u>Overtime</u>	<u>Double-Time</u>
Engineer XII	\$233.00	N/A	N/A
Engineer XI	\$215.00	N/A	N/A
Engineer X	\$200.00	N/A	N/A
Engineer IX	\$182.00	N/A	N/A
Engineer VIII	\$175.00	N/A	N/A
Engineer VII	\$168.00	N/A	N/A
Engineer VI	\$162.00	N/A	N/A
Sub Tech VI	\$175.00	N/A	\$275.00
Sub Tech V	\$163.00	N/A	\$255.00
Sub Tech IV	\$153.00	N/A	\$245.00
Sub Tech III	\$147.00	N/A	\$235.00
Sub Tech II	\$135.00	N/A	\$225.00
Sub Tech I	\$129.00	N/A	\$215.00
Shop Foreman	\$130.00	\$160.00	N/A
Shop Technician	\$85.00	\$115.00	N/A
Shop Assistant	\$35.00	\$48.00	N/A
Service Manager	\$80.00	\$103.00	N/A

1. The above listed rates are per hour.
2. The fee schedule is subject to review on January 1, 2020, and on January 1 of each year thereafter.
3. The above listed ST rates are valid Mon-Fri, and the first 40 hours in the week.
4. Any hours after 8 hours on weekdays are subject to DT rates.
5. Weekends & holidays are subject to DT rates.
6. Rates are subject to increase for projects requiring special labor rates, such as Davis Bacon or Prevailing Wage projects.
7. Expenses incurred, as necessary part of engineering services under this contract will be billed through Specialty Engineering, Inc. and authorized at the discretion of the General Manager. Any non-incidental expenses will not be incurred without written authorization from the Owner. If Per Diem is utilized (vs. expenses and markup), it will be at the Federal Rates.
8. Services purchased by Specialty Engineering, Inc. at the request of the owner will be billed at cost plus 10%.
9. Materials purchased by Specialty Engineering, Inc. at the request of the Owner will be billed at cost plus 20%.
10. Services and materials provided by other Engineered Solutions Group, Inc. companies will not be subject to intra-company markup, and are subject to the above fee schedule.
11. Any and all applicable taxes are not included in the above listed rates, and are billed in additon to the hourly labor rates and expenses.
12. For Time & Material projects the following will be billed in additon to the labor rates: Onsite labor, travel time, vehicle rental and fuel, meal per diem, lodging, 1.5% misc. supplies fee, shop preparation time, parts procurement time, shipping, test equipment rental, project management, and any other project expenses directly related to the project.
13. Interest at the rate of 1.5% per month (less, if restricted by law) may be charged for invoices greater than 60 days past due.

Specialty Engineering, Inc.

A division of Engineered Solutions Group, Inc.

3305 Arctic Blvd., Suite 201, Anchorage, AK 99503

Phone (907) 522-1953, Fax (907) 522-1182, www.esgrp.net



Equipment Usage Schedule (Valid through 12/31/20)

Manufacturer	Model	Description	Weekly/Unit	Daily/Unit
ABB		Recloser test adapter (used in conjunction with MET tester)	\$390.00	\$86.67
AEMC	8510 DTR	Single phase TTR	\$86.31	\$19.18
AGI	Mini Sting	Ground Tester	\$683.38	\$151.86
Breaker Lift Cart			\$54.00	\$12.00
Cooper	KMET1	Kyle Control Tester	\$390.00	\$86.67
Cooper	KVFI	VFI Tester	\$855.00	\$190.00
Cutler-Hammer/Eaton	CH MTK2000	Secondary Injection Trip Unit Tester	\$330.69	\$73.49
Dilo	D-320-R004	SF6 Recovery Cart	\$2,025.00	\$450.00
Doble	M4100	12kV Power Factor Test Set, Automated	\$1,144.85	\$254.41
Doble	M5400	Sweep Frequency Response Analyzer	\$675.00	\$150.00
Doble	Myrkos	Portable Oil DGA unit (by Morgan Schaffer) (units are in per sample; above 15 samples on one job use the "Weekly/Unit" rate)	\$75.00	\$115.00
Doble	TDR 900	Circuit Breaker Timer	\$317.70	\$70.60
Electrical Test Instruments	PI-1600	16kA Primary Injection Test Set	\$817.13	\$181.58
Enervac	EHV-2000-32-46	Oil Processing Trailer	\$4,500.00	\$1,000.00
Fluke	9100S	Dry Block Calibrator, 35 to 350 deg C	\$57.38	\$12.75
Fluke	Ti45FT-20	Infrared Camera	\$675.00	\$150.00
Fluke	1587FC	1 kV DMM (Insulation Resistance Tester & Point-to-Point checks)	\$40.34	\$8.97
General Electric	GTUTK20	Secondary Injection Trip Unit Tester	\$187.93	\$41.76
Hipotronics	OC60D	Portable Oil Dielectric Tester (units in per sample)	\$0.00	\$7.50
HV Diagnostics	HVA34	34kV VLF or DC Hipot	\$411.75	\$91.50
Manta	5100	Three Phase Relay Test Set	\$1,170.00	\$260.00
McGaw-Edison	SEI 115	MET Tester	\$350.00	\$77.78
Megger	832	2000A Primary Injection Test Set	\$225.00	\$100.00
Megger	BITE 2P	Battery Voltage/Impedance	\$257.58	\$57.24
Megger	Delta4110	Power Factor disipation set	\$860.67	\$191.26
Megger	DLRO10X	Digital Low Resistance Ohmmeter (10 A)	\$94.60	\$21.02
Megger	DLRO200	Digital Low Resistance Ohmmeter (200 A)	\$136.41	\$30.31
Megger	MIT525	5kv Insulation Resistance Meter	\$53.75	\$11.95
Megger	MRCT	CT analyzer	\$328.92	\$73.09
Megger	MTO330	DC Winding Resistance with onboard computer	\$277.50	\$61.67
Megger	PowerDB	Program with two Dongle	\$85.58	\$19.02
Megger	S1-1068	10kv Insulation Resistance Meter	\$135.34	\$30.08
Megger	SPI-225	2000A Primary Injection Test Set	\$353.90	\$78.64
Megger	TTR100	1 Phase TTR (Handheld for testing Xfms to 1 MVA)	\$67.50	\$15.00
Megger	TTR310E	3 Phase TTR	\$131.40	\$29.20
Multi-Amp	2150	Shop Primary injection test set ("Brown Console with control Wheel")	\$450.00	\$90.00
Omicron	CTA	CT analyzer	\$225.00	\$50.00
Phenix (or Hipotronics)	650-2P	60 kV (or 50 kV) AC Hipot	\$210.00	\$46.67
Shoemaker Recloser Test Set		Custom built/portable on wheels	\$450.00	\$90.00
SBS	2002	Digital Battery Hydrometer/ Specific Gravity Meter	\$47.50	\$10.56
SBS	Battery Bank	8V-200Ahr batteries w/48 & 72V Chargers, 48/125VDC Output	\$853.88	\$189.75
Spin Lab	BD6000	Bird Dog Revevenue Meter tester	\$225.00	\$50.00
Vacudyne	240V Processor	Oil handcart heater/processor (units are in gal; SHOP RATE ONLY)	\$0.00	\$1.00
Vacudyne	240V Processor	Oil handcart heater/processor (units are in gal; FIELD RATE ONLY; use Weekly/Unit rate when processing over 1,000 gallons)	\$0.25	\$0.35
Vanguard	WRM-10P	1 phase DC Winding Resistance test set	\$103.50	\$23.00
Velcon	MDP10E-1	Oil handcart filter pump (units are in gal; SHOP RATE ONLY)	\$0.00	\$0.70
Velcon	MDP10E-1	Oil handcart filter pump (units are in gal; FIELD RATE ONLY; use Weekly/Unit rate when processing over 1,000 gallons)	\$0.18	\$0.25
Forklift			\$1,150.00	\$230.00
16' Box Van			\$700.00	\$140.00
1/2 ton or 3/4 ton Crew Cab 4x4			\$575.00	\$115.00
Work Trailer			\$625.00	\$125.00
Flat Bed trailer, 14k, 20', deckover			\$500.00	\$100.00
7.6 kV Line Voltage Source		Push button, LV Contactor to step-up xfmrr, single phase 1 shot recloser	\$1,250.00	\$250.00
Paint Booth Usage Fee Small Unit (Recloser or small regulator <300 kVA)			\$0.00	\$75.00
Paint Booth Usage Fee Large Unit (Recloser or small regulator >300 kVA)			\$0.00	\$150.00
Oil Disposal Fee		Wait to dispose until at least 500 gallons accumulated in the shop		\$0.70



MEMORANDUM

FROM: Bear Prairie, General Manager

DATE: Monday, September 14, 2020

RE: Resolution Adjusting Idaho Falls' Participant Entitlement Share in the CFPP

Council Action Desired

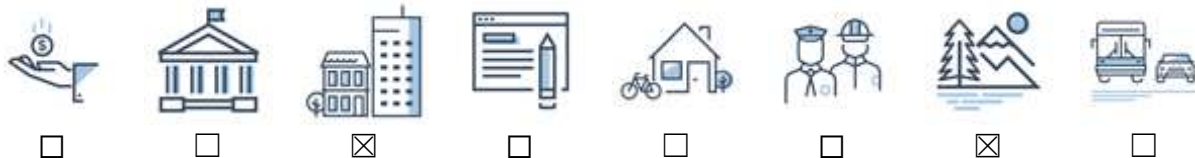
- ☐ Ordinance
 ☒ Resolution
 ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc)

Approve the Resolution for the City of Idaho Falls' Participant Entitlement Share and Development Cost Share thresholds in the Carbon Free Power Project (CFPP) (or take other action deemed appropriate).

Description, Background Information & Purpose

The City of Idaho Falls, dba Idaho Falls Power (IFP) supports and is committed to the development of the Carbon Free Power Project to provide affordable, reliable, dispatchable, and carbon free electricity. IFP resource forecasting shows that 5,000kW is the needed amount of baseload generation in the coming years and requests the resolution to be approved. Approval will enable the City to continue in the project. This continuation of support for CFPP helps move the project development into the next phase which allows for further de-risking of project cost estimates and subscription.

Relevant PBB Results & Department Strategic Plan



This action supports our readiness for strong, stable, and healthy economic growth, by ensuring that provisions of community infrastructure meet current and future needs, as well as providing alternative, non-carbon-emitting energy solutions to promote community sustainability objectives. It also supports the reliability element of the IFP Strategic Plan.

Interdepartmental Coordination

This resolution did not require coordination with city departments other than Legal, but this effort has been strengthen and informed by UAMPS (Utah Associated Municipal Power Systems) as well as DOE, (Department of Energy), NuScale, Fluor Corporation, and INL (Idaho National Laboratory).

Fiscal Impact

The fiscal impact of this was budgeted for in the 2020-21 budget year.

Legal Review

Legal has reviewed this resolution.

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING AND APPROVING CITY ENTITLEMENT SHARE AND DEVELOPMENT COST SHARE THRESHOLDS IN THE UAMPS CARBON FREE POWER PROJECT; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Idaho Falls, dba Idaho Falls Power (also referred to herein as “Participant”) is a member of Utah Associated Municipal Power Systems (“UAMPS”) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the “Joint Action Agreement”); and

WHEREAS, Idaho Falls/Participant has previously approved, executed and delivered the Carbon Free Power Sales Contract dated April 1, 2018, (the “Power Sales Contract”) with UAMPS, including an Entitlement Share of 10,000 kW of the capacity of the Project (initially capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contract); and

WHEREAS, Idaho Falls/Participant strongly supports and is committed to the development of nuclear power generation to provide reliable, dispatchable, and carbon free electricity (also referred to herein as the “Carbon Free Power Project” or “CFPP” or the “Project”); and

WHEREAS, Idaho Falls/Participant executed the Power Sales Contract with 10,000 kW based upon load growth and resource forecasts from 2017 (which have since been updated to forecast resource needs for entering the next phase of development of the CFPP) and has now determined that 5,000 kW is the right amount of baseload resource necessary to meet community needs; and

WHEREAS, Idaho Falls/Participant kW revised energy need represents less than one percent (1%) of the proposed CFPP; and

WHEREAS, Idaho Falls/Participant desires to support the next phase of Project funding in an amount up to seven percent (7%) to help enable the Project to enter the next phase of development so the Project has time to expand subscription from other utilities, including UAMPS utilities, over the next twelve (12) months; and

WHEREAS, Idaho Falls/Participant continues to support the Project not only for the positive environmental attributes of nuclear power generation with the ability to generate firm power that is not dependent on weather conditions but also for the positive economic impact developing the first small modular reactor will have on the East Idaho; and

WHEREAS, the Project Management Committee and UAMPS Board of Directors on July 14, 2020, conditionally approved an amended Budget and Plan of Finance for the Project totaling \$129,931,556 dollars, of which the U.S. Department of Energy (“DOE”) (through the appropriations process) and NuScale are planned to contribute \$109,997,644 and with UAMPS participants contributing \$19,933,912 for Licensing Period – 1st Phase; and

WHEREAS, the Project Management Committee and UAMPS Board of Directors on September 16, 2020 approved an additional right of withdrawal or notice of reduction from the Project upon receipt of the class three (3) project cost estimate; thus reducing the July 14th budget cost commitment down to \$13,242,819 from the \$19,933,912 for the total Licensing Period – 1st Phase; and

WHEREAS, Idaho Falls/Participant understands that, should the Project Management Committee continue to move forward through Licensing Period – 1st Phase up to the class three project cost estimate withdraw window and the DOE and NuScale contributions are not made, Idaho Falls/Participant is responsible for its percentage share of the total \$86,318,234 dollars for the Interim Licensing Period – 1st Phase up to class three estimate; and

WHEREAS, Idaho Falls/Participant believes the DOE and NuScale contributions to Licensing Period – 1st Phase will happen as anticipated and required for project success and are encouraged by DOE’s support of advanced nuclear projects like CFPP; and

WHEREAS, Idaho Falls/Participant believes that with increased subscription from other utilities during this period they can be reimbursed for their dollar cost share in excess of the five (5) MW resource need; and

WHEREAS, Idaho Falls’/Participant’s power generation resource mix is already one hundred percent (100%) clean and carbon-free through Idaho Falls/Participant’s wind and hydro-power assets; and

WHEREAS, Idaho Falls/Participant understands that further development of local, non-carbon-emitting energy generation will increase the regions electric reliability, promote community stability and provide economic opportunities for the development of, construction projects, commerce, and industries.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

1. Adjustment of Idaho Falls/Participant Entitlement Share for the Remaining 1st Phase of the Licensing Period.

(a) Idaho Falls/Participant hereby authorizes and approves its Entitlement Share in the CFPP at a level not to exceed 5,000 kW of capacity.

(b) The Idaho Falls/Participant hereby authorizes and approves its Development Cost Share in the CFPP to a dollar level not to exceed either (i) \$6,062,308 dollars without the planned

\$86,318,234 DOE and NuScale cost share or (ii) \$930,070 with the planned DOE and NuScale cost share.

(c) Upon its receipt of the written notice from UAMPS of other Participants' adjustments in Entitlement Share, Idaho Falls/Participant shall, in its sole discretion, have the right to adjust its Entitlement Share or Development Cost Share as stated in 1.(a) and/or 1.(b) herein above.

2. Miscellaneous; Effective Date.

(a) Notwithstanding 1.(a) and 1.(b) of this Resolution, this Resolution shall not be repealed or amended until Idaho Falls/Participant provides subsequent adjustment to its Entitlement Share pursuant to the Power Sales Contract, in accordance with the Power Sales Contract terms.

(b) All previous acts and Resolutions in conflict with this Resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this Resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Resolution shall not, in any way, be affected or impaired thereby.

(d) This Resolution shall take effect immediately upon its adoption and approval.

ADOPTED and effective this ____ day of _____ 2020.

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 Resolution entitled, “A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING AND APPROVING CITY ENTITLEMENT SHARE AND DEVELOPMENT COST SHARE THRESHOLDS IN THE UAMPS CARBON FREE POWER PROJECT; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.”

Kathy Hampton, City Clerk

(SEAL)



MEMORANDUM

FROM: Bear Prairie, General Manager

DATE: Thursday, October 15, 2020

RE: Signing Authority Resolution

Council Action Desired

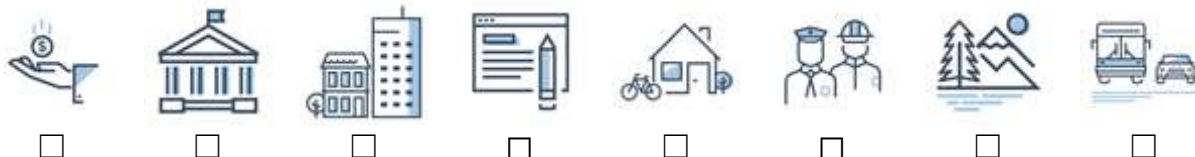
- ☐ Ordinance
 ☒ Resolution
 ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc)

Approve this Signing Authority Resolution (or take other action deemed appropriate).

Description, Background Information & Purpose

Approving this Signing Authority Resolution will grant the Mayor and the Mayor's designees limited authority to execute minor contracts, lease agreements, real property purchases and change orders within certain limits to improve City efficiency timely execution of City initiatives.

Relevant PBB Results & Department Strategic Plan



By allowing for greater efficiency while still maintaining accountability, this action supports the City's Good Governance results.

Interdepartmental Coordination

Reviewed, discussed and supported by all City departments.

Fiscal Impact

n/a

Legal Review

Legal has reviewed this resolution.

RESOLUTION NO. 2020-__

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, GRANTING TO THE MAYOR AND THE MAYOR'S DESIGNEES LIMITED AUTHORITY TO EXECUTE CONTRACTS, LEASES, REAL PROPERTY PURCHASES, AND CHANGE ORDERS WITHIN CERTAIN LIMITS IN ORDER TO FURTHER CITY INTERESTS; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City authorizes and approves the City budget annually; and

WHEREAS, the City budget includes funding for various City projects; and

WHEREAS, project change orders may become necessary in order to deal with unanticipated circumstances and contingencies and to otherwise ensure the City projects continue to move forward on a timely basis; and

WHEREAS, timely execution of lease agreements may be necessary for City-owned or City-controlled properties with various individuals, corporations or other entities for the benefit the City; and

WHEREAS, timely acquisition of additional real property by the City may be required to complete various City projects or to further City interests; and

WHEREAS, timely execution of minor contracts may be required to provide services necessary to accomplish certain aspirations of the City; and

WHEREAS, authorizing the Mayor, or Mayor's Designee(s) to enter into such contracts, leases and change orders, where budgeted and related to City projects or initiatives, will promote efficiency and timeliness; and

WHEREAS, prior City Resolutions 2015-09; 2015-10; 2015-11; 2015-12; and 2017-23, addressed approval of minor contracts, lease agreements, real property purchases and change orders and it is expedient to supersede and merge these former Resolutions for simplicity and clarity.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

1. Change Orders

- a. The City Council hereby grants to the Mayor and to the Mayor's Designee(s) authority to approve change orders not to exceed the following cumulative amounts:

- i. Budgeted City project of Two Hundred Thousand dollars (\$200,000) or less, twenty-five percent (25%) of the original project contract estimate; and
 - ii. Budgeted City project of more than Two Hundred Thousand dollars (\$200,000), fifteen percent (15%) of the original project contract estimate.
 - b. The Mayor shall inform the Council of any approved change order over the amount of five hundred thousand dollars (\$500,000) of the City's money within thirty (30) days of such approval.
2. Contracts, Leases, and Real Property Purchases
- a. The City Council hereby grants to the Mayor and to the Mayor's Designee(s) authority to negotiate and to execute budgeted:
 - i. Lease agreements for a term of less than one (1) year that do not exceed fifty thousand dollars (\$50,000); and
 - ii. Real property purchase agreements where the purchase amount does not exceed fifty thousand dollars (\$50,000); and
 - iii. Contracts that do not exceed seventy-five thousand dollars (\$75,000).
 - b. Prior to execution, all contracts, leases and real property purchases authorized pursuant to this Resolution must be approved by the Department Director responsible and reviewed by the City Attorney's Office,
3. Nothing in this Resolution shall alter, enhance, or diminish the powers and duties granted to the Board of Trustees of the Idaho Falls Public Library by Idaho Code.
4. This Resolution supersedes and replaces Resolutions 2015-09; 2015-10; 2015-11; 2015-12; and 2017-23.

This Resolution shall be in full force and effect from and after its passage by the Council.

ADOPTED and effective this _____ day of _____, 2020.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

Kathy Hampton, City Clerk



MEMORANDUM

FROM: Pam Alexander

DATE: Tuesday, October 13, 2020

RE: Bid IF-20-25, Purchase of Steel Pole Structures for Idaho Falls Power

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Accept and approve the bid from lowest responsive and responsible bidder, Trans American Power Products for a total of \$2,957,943.00 or take other action deemed appropriate.

Description, Background Information & Purpose

This request is to purchase steel pole structures required for the 161kV transmission line project from Sugarmill Substation to Paine Substation. The steel poles will be used to build a new transmission line for the two substations.

Relevant PBB Results & Department Strategic Plan



This purchase supports the safe and secure community and livable community oriented results by building a new transmission line due to growth and increase electrical service reliability.

Interdepartmental Coordination

Idaho Falls Power concurs with recommendation for award.

Fiscal Impact

Funds for the steel poles are budgeted within the 2020/21 Idaho Falls Power budget.

Legal Review

Legal concurs the Council action desired is within State Statute.

Page 1 of 5

Page 2 of 5

Page 3 of 5

Page 4 of 5

Page 5 of 5



MEMORANDUM

FROM: PJ Holm, Director, Parks and Recreation Dept.

DATE: Monday, October 12, 2020

RE: Approval for the Naming of Donated Land

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approval for the naming of a City owned park. The Parks and Recreation Department requests approval to name donated park property "Shadow's Park".

Description, Background Information & Purpose

This gift deed of property from Joseph and Jeanne Groberg was approved by Council on November 20, 2018. The property is located on Lot 15, Block 15 of the Packer Addition, Division No. 3. Pursuant to *Resolution 2017-20 (A resolution establishing a policy for the naming of City facilities, parks and locations)*, the Grobergs have requested the name of the park be "Shadow's Park". Section III.A.3 of resolution 2017-20 states that when considering the naming or renaming of a City facility, park, or location after a deceased individual, priority will be given to those who made a sustained and lasting contribution to the City of Idaho Falls. The Parks and Recreation Commission unanimously voted to recommend this name at the October 5, 2020 commission meeting.

Relevant PBB Results & Department Strategic Plan



Park naming approval purports to the Community-Oriented Results by maintaining a livable community by allowing for easily accessible parks, trails and green spaces. Naming of these green spaces is a powerful and permanent identity for public places.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A

GIFT DEED

Instrument # 1604326

Bonneville County, Idaho Falls, Idaho
03/20/2019 08:30:54 AM No. of Pages: 6
Recorded for: CITY OF IDAHO FALLS
Penny Manning Fee: \$0.00
Ex-Officio Recorder Deputy _____
Index to: DEED, GIFT



Joseph H. and Jeanne Pratt Groberg (mistakenly referred to in Bonneville County Instrument No. 604844 as Jeanne T. Groberg), husband and wife, hereby voluntarily give, donate, grant, and convey on 27 December 2018, to the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, located in Bonneville County, State of Idaho, whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405 for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real property located in Bonneville County, Idaho:

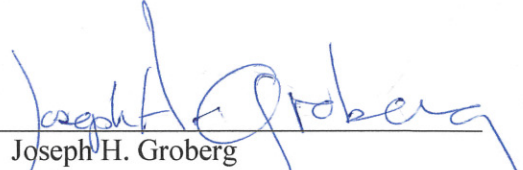
See Attached Exhibit "A"

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

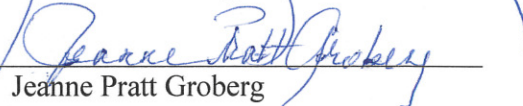
TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto GRANTEE and to its heirs and assigns forever.

IN WITNESS WHEREOF, GRANTORS have hereunto subscribed their hands and seals on this day and year first above written.

BY


Joseph H. Groberg

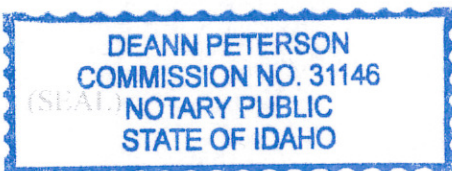
BY


Jeanne Pratt Groberg

STATE OF IDAHO)
) ss:
County of BONNEVILLE)

On this 27th day of December, 2018, before me, a notary public in and for said state, personally appeared Joseph H. Groberg known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

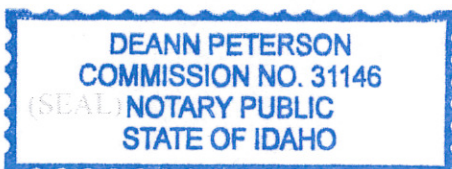


Deann Peterson
Notary Public for Idaho.
Residing at Idaho Falls, ID
My commission expires 12/18/22

STATE OF IDAHO)
) ss:
County of BONNEVILLE)

On this 27th day of December, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeanne Pratt Groberg, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that she 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.



Deann Peterson
Notary Public for Idaho.
Residing at Idaho Falls, ID
My commission expires 12/18/22

Exhibit "A"

JOSEPH H. AND JEANNE PRATT GORBERG – CITY OF IDAHO FALLS

All that portion of Lot 15, Block 15, first amended plat, Packer Addition, Division No. 3, to the City of Idaho Falls, County of Bonneville, State of Idaho, lying West of the following described line: Beginning at a point on the North line of said Lot 15 which is 94 feet, more or less, East from the Northwest Corner of said Lot 15; said point also being the point at which the extended line of the westerly edge of the parking lot cement curb running in a North/South direction intersects the North line of said Lot 15; running thence South along and parallel to the westerly edge of the parking lot cement curb a distance of 293 feet, more or less, to the southerly boundary of said Lot 15.

Subject to easements, rights-of-way, rights, assessments, reservations, conditions, restrictions and covenants of record or enforceable in law or equity.

Provided, however, that this conveyance is made and accepted on each of the following express conditions, viz:

1. No alcoholic beverages or intoxicating liquors shall be manufactured, kept for sale, or sold on said premises.
2. No place of public entertainment or amusement shall be carried on or permitted to operate on said premises.
3. No nuisance or offensive trade, business, or activity shall be permitted on the land conveyed.
4. No noxious, noisy, or offensive business, trade, or activity shall be carried on or permitted on said premises, nor shall anything be done thereon which shall become an annoyance or a nuisance to a Church or private dwelling located up the adjoining property or in the neighborhood.

Provided that a breach of any of the foregoing conditions shall cause said premises to revert to the said GRANTOR, who shall have the right of immediate re-entry upon said premises in the event of any such breach.

Provided also that a breach of any of the foregoing conditions or re-entry by reason of such breach shall not defer or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises or any part thereof, but said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

Provided further that all and each of the restrictions, conditions and covenants herein

contained shall in all respects terminate and end and be of no further effect either legal or equitable and shall be enforceable after 2080.

Exhibit "A"

FIRST AMENDED PLAT PACKER ADDITION

DIVISION NO. 3

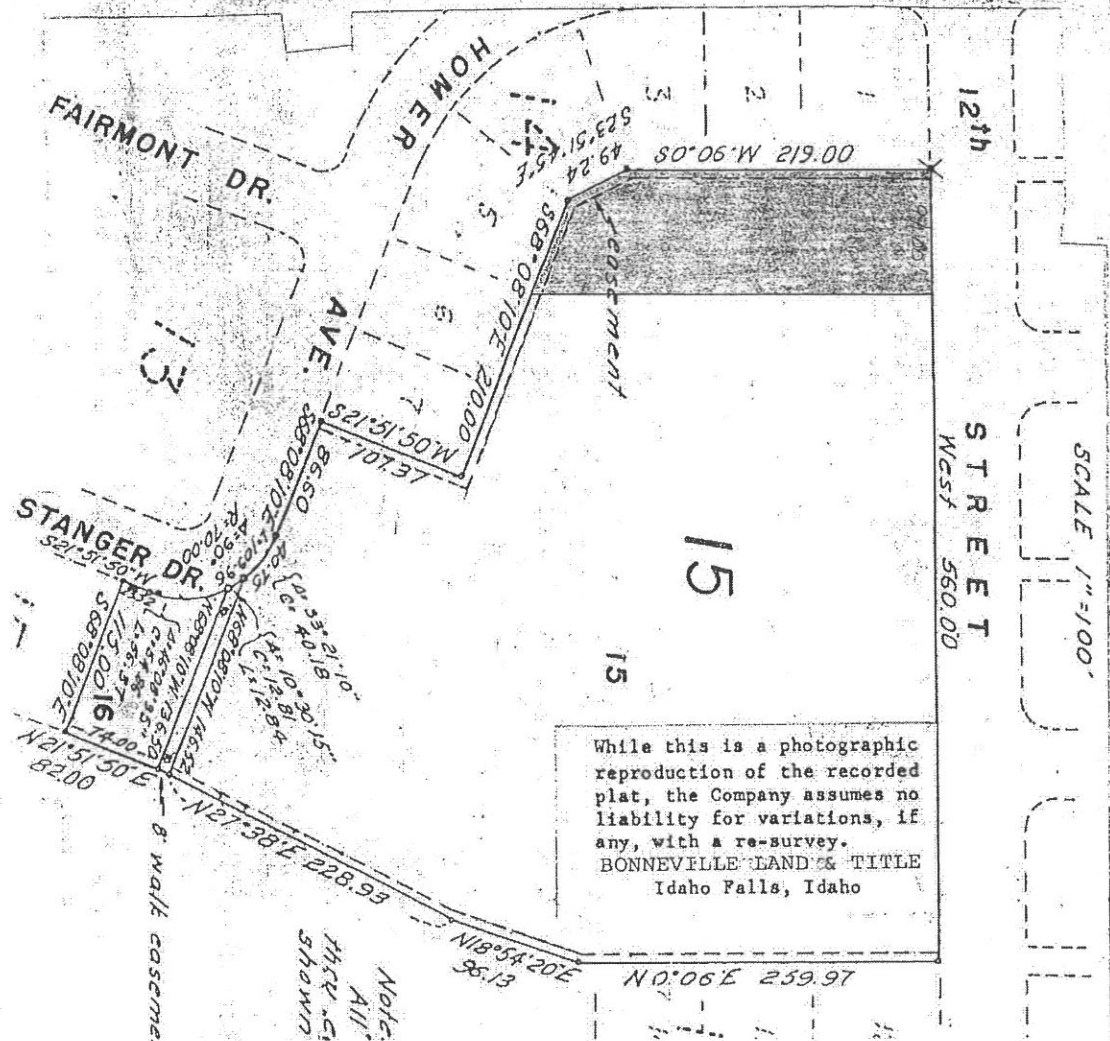
Lots 8 thru 19, Block 14

and Lots 1 thru 8, Block 15.

TO THE CITY OF IDAHO FALLS, IDAHO

Part of

SW 1/4 of Sec 21, T.2N., R.38E.B.M.



Memorandum of Understanding

This memorandum of understanding is between Joseph H. and Jeanne P. Groberg (the Grobergs) and the City of Idaho Falls Parks and Recreation Department (the City) regarding the property described on exhibit A, attached hereto, (the Property) being deeded to the City for its use as a neighborhood pocket park.

1. There is a utility easement of record running along the existing fence lines behind the homes backing onto the property. A small arbor over the gate of the Groberg home at 1269 Homer Ave. protrudes into that easement and will be preserved. The easement serves the houses bordering the property.
2. A red brick path runs from the rear gate of the Groberg home across the Property to a gate that exits to the neighboring church parking lot. The city has no obligation to maintain that path, but will not remove it and will allow access to it through the existing gates.
3. There is an electrical connection from the Groberg home that runs to a lamppost on the Property and to a playhouse on the property. This connection will continue until the City provides other electrical connections to the property or terminates electrical service to the lamppost and playhouse, provided that it may also be terminated by the Grobergs if they sell their property.
4. Grobergs will give the city the rainbirds now used to irrigate the Property. The City and the Grobergs will jointly agree on the use or removal of the firewood, dog house, playhouse, tether ball, volley ball, picnic table, and other movable objects on the Property. The City may remove the existing swing set as it sees fit.



Joseph H. Groberg



City Parks and Recreation Department

Date: 28 Dec 2018



MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: November 14, 2018

RE: Gift Deed of Property on Lot 15, Block 15 of the Packer Addition, Division No. 3.

Attached for your consideration is a gift deed of property from Joseph and Jeanne Groberg to the City of Idaho Falls. The property is located on Lot 15, Block 15 of the Packer Addition, Division No. 3. This deed has been reviewed and prepared by the Legal Department.

The Parks and Recreation Department respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said document.

Respectfully,

A handwritten signature in blue ink, appearing to read "Greg A. Weitzel", is written over a horizontal line.

Greg A. Weitzel

Department of Parks and Recreation

COUNCIL MEETING
NOVEMBER 20, 2018
APPROVED 60

RESOLUTION NO. 2017- 20

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ESTABLISHING A POLICY FOR THE NAMING OF CITY FACILITIES, PARKS, AND LOCATIONS; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the naming or renaming of City facilities, parks, and locations is sometimes complex and sometimes emotionally evocative; and

WHEREAS, assigning a name is a powerful and permanent identity for a public place and/or facility and often requires significant resources in terms of changing names on signs, maps, and literature; and

WHEREAS, in addition, excessive changing of facility, park, or location names can be the source of confusion to the public; and

WHEREAS, the purpose of this Resolution is to establish a policy that provides guidance to those that have an interest in the naming and or renaming of the City's facilities, parks, or locations; and

WHEREAS, to set out a process for consideration and predictable, appropriate, and orderly naming of City facilities, parks, or locations that is fair and meets community needs and expectations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

I. PURPOSE

The purpose of this Policy is to provide guidance to those that have an interest in the naming and or renaming of a City facility, park, or location and to set out an orderly process for consideration and potential adoption of a City facility name. Nothing in this Policy shall alter the naming of City subdivisions, streets, or other features within plats.

II. DEFINITIONS

The following definitions apply to this Policy:

Donations. A donation of property, goods, services, or funds generally with no expectation of return.

Facilities. Major or important physical structures owned or permanently controlled by the City, such as community centers, aquatic facilities, pavilions, zoos, tennis courts, bridges, kiosks, gardens, displays, trees, landscaping, water walls, retention ponds, monuments, sculptures, fountains, and the like.

Location. Any real property owned or permanently controlled by the City, including but not limited to parks, sports fields, pathways, undeveloped City properties, fields, walkways, open spaces, streams, bodies of water, and the like.

Naming. The permanent name given to a facility, City park, or location assigned by the Council through a Resolution.

Parks. All traditionally designed parks, gardens, natural open spaces, and specialized parks under the stewardship of the City Parks and Recreation Department or the City.

Parks and Recreation Commission. Commission established by the City to review, advise, recommend, and promote activities within the Parks and Recreation Department, including recreational facility, park, and location naming.

Note: For purposes of this Policy, facilities, parks, and locations are not mutually exclusive and may be combined for consideration.

III. POLICY

It is City policy to reserve the naming or renaming of City facilities or locations for circumstances that best serve the interests of the City and those that ensure a worthy and enduring legacy.

A. Category

The City supports the consideration by City staff and elected officials of naming requests within the following categories:

1. Historic Events, People/Group, and Places

- a. The history of a major event, people/group, or place may play an important role in the naming or renaming of a City facility or location because communities often wish to preserve and honor the history of a neighborhood, the City, its founders, other historical figures, its heritage, local landmarks, prominent geographical locations, and natural and geological features.
- b. When a City facility is associated with or located near events, people/group, and places of historic, cultural, or social significance, consideration will be given to naming that facility after such events, people/group, or place. In considering proposals, the relationship of the event, people/group or place to the City facility must be supported and demonstrated through research and documentation.

2. Outstanding Individuals

- a. The City has benefited from the contributions (in various forms) made by outstanding individuals. This category is designed to acknowledge a sustained and

notable contribution to the community that has been made by such outstanding individuals.

- b. Naming or renaming a facility, park, or location for an outstanding individual is encouraged only for those who have been deceased for at least three (3) years prior to first consideration. The individual's significance and good reputation must be widely recognized within the City, county, state, or nation's history.
- c. When considering the naming or renaming of a City facility, park, or location after a deceased individual, priority will be given to those who made a sustained and lasting contribution to the City of Idaho Falls, Bonneville County, or the east Idaho region; or the State of Idaho; or the nation.

3. Major Donations

- a. The City benefits from the generosity of its residents, businesses, and foundations. On occasion, the significance of donation may warrant consideration of requests from either the donor or another party to acknowledge such a gift by the naming of a City facility, park, or location in an appropriate manner.
- b. From time to time, a significant donation may be made to the City that will add considerable value to the City, the City park and recreation system, or to another valuable facility, park, location, program, or endeavor. On such occasions, recognition of a donation by naming a new City facility, park, or location in honor of or at the request of the donor will be considered.
- c. As a guideline, the threshold for considering the naming of a park, recreational facility, or other City facility will include, but not be limited to the fact that land for the majority of a park was deeded by the donor; or the contribution by the donor of comprises a minimum of sixty percent (60%) of the capital construction costs associated with developing the facility, park, or location; or there is a solid commitment for a minimum twenty (20) year endowment by the donor for the continued maintenance and/or programming of the park or recreational facility, park, or other City facility or location.
- d. Donors who seek to name a facility after a particular individual are encouraged to follow the principles that apply to naming a City facility for an outstanding individual. See III.A.2 of this Policy. Possible exceptions to this will be considered on their own merits. The City reserves the right to rename any park or recreational or other City facility or location, if the person for whom it is named is or becomes disreputable. Corporate logos, insignias, brands, or direct advertising text shall not be used in City facility, park, or location naming text unless specifically authorized by the Council and under such terms as the Council unilaterally determines.

IV. PROCEDURE

A. General Principles

In considering proposals for the naming or renaming of a City facility, park, or location the following will be taken into account prior to consideration by Council.

1. When naming a new recreational facility, park, or location, the proposed name must accomplish one (1) or more of the following:
 - a. Engender a strong positive image.
 - b. Be appropriate having regard to the facility's location.
 - c. Have historical, cultural, or social significance for future generations.
 - d. Commemorate places, people, or events that are of continued importance to the City, County, region, state, or nation.
 - e. Have symbolic value that transcends ordinary meaning or use or enhance the character and identity of the facility, park, or location.
 - f. Have broad public support.
 - g. Not result in the undue commercialization of the facility, park, or location, if it accompanies a corporate gift.

B. Renaming a City facility, park, or location

Names that have become widely accepted by the community will not be changed or discontinued unless there are compelling reasons and strong public sentiment for doing so. Historical or commonly used place names will be preserved wherever possible.

C. Other Considerations

To minimize confusion, no City facility, park, or location will be subdivided for the purpose of naming, unless there are readily identifiable physical divisions or distinct features (such as pathways, roads, or waterways, or physical features in or on structures) that help the public distinguish between facilities, parks, or locations. Naming of specific major recreational facilities within parks will be permitted; however, such names should be different from the park name to avoid confusion, unless otherwise specifically determined by Council.

All signs that indicate the name of a City facility or location shall comply with City's graphic and design standards and any applicable sections of the City Code. Specialized naming signage will not be permitted. All costs associated with purchasing and installation of the sign shall be the responsibility of the requestor.

V. APPLICATION CONTENTS

All naming and renaming requests will be made first to the Mayor's office. Upon receipt by the Mayor's office, requests for the naming or renaming of a City facility, park, or location for which

the Parks and Recreation Department is or will be responsible shall be forwarded to the Director of Parks and Recreation for consideration by the City Parks and Recreation Commission.

Naming and renaming requests should contain the following minimum information (no more than five (5) pages, typed):

1. The proposed name.
2. Specific reasons for the proposed name and how it adheres to at least one (1) of the three (3) categories (Historic Events, People/Group, and Places; Outstanding Individuals; and Major Donations).
3. Written documentation indicating broad-based community support for the proposed name (e.g. petition, newspaper articles).
4. Description/map showing location and boundaries of the City park or facility or location to be named.
5. If proposing to name a City facility or part of a facility within a park, include a description/map showing the location of the facility or part of a facility.
6. If proposing to rename a City facility or part thereof, include justification for changing an established name.
7. If proposing to name a City facility, park, or location or part thereof after an outstanding person, include documentation of that person's significance and good reputation, as recognized by the City, county, state, or nation.
8. Identify the source amount of funding available to offset costs of a renaming if applicable. This could include signage or tangible media reprinting costs.

VI. PROCESSING THE APPLICATION

Upon receipt of a naming request by the Mayor or, subsequently, the Director if the City Parks and Recreation Department, the relevant neighborhood association(s) should be advised and invited to share their comments on the proposal.

Local neighborhood associations, where known, will be notified of naming or renaming proposals. Each proposal will then be considered by the Parks and Recreation Commission (if the City facility, park, or location is within their care) or it will be considered by the City Department most likely to be charged with maintenances or control of the facility, park, or location.

Upon referral, the Parks and Recreation Commission or City Department Director shall review the proposed request for its adherence to the purposes and policies of this Resolution; ensure that supporting information has been authenticated, particularly when an individual's name is proposed; and take into consideration the comments of the relevant neighborhood association(s).

The Parks and Recreation Commission, as needed, may convene a public meeting to gain additional information, prior to making a decision to refer the matter (with a recommendation) to the Council for a final decision.

VII. APPROVAL


The Council shall approve any naming or renaming of a City facility, park, or location (or part thereof) in a duly noticed public meeting. There shall be no appeal from a final decision of the Council regarding a request for naming or renaming.

THIS RESOLUTION shall be in full force and effect from and after its passage by the Council.

ADOPTED and effective this 27 day of July, 2017.



CITY OF IDAHO FALLS, IDAHO


Rebecca L. Noah Casper, Mayor


Kathy Hampton, City Clerk



MEMORANDUM

FROM: Chief Bryce Johnson and Chief Duane Nelson

DATE: Tuesday, October 13, 2020

RE: Professional Service Agreement with Creekside Counseling

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing

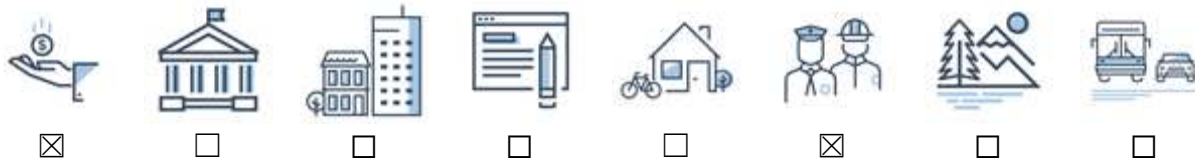
☒ Other Action (Approval, Authorization, Ratification, etc)

The Idaho Falls Fire Department (IFFD) and the Idaho Falls Police Department (IFPD) recommend Council approval of the Professional Services Agreement with Creekside Counseling (or take other action deemed appropriate).

Description, Background Information & Purpose

It has been recognized for years that first responders deal with trauma daily, are at higher risk of developing post-traumatic stress, and have an elevated risk of suicide. IFPD and IFFD have worked diligently in cooperation with employees to mitigate the impacts the stressors of their work. This agreement represents an additional step to ensure that we take care of those who take care of our community. This will help insure that we have healthy and resilient first responders who can in turn take care of the community in a healthy manner. This agreement establishes avenues for Fire and Police employees to seek support from professional counselors and provides a way for these costs to be controlled.

Relevant PBB Results & Department Strategic Plan



This agreement will help to support and achieve greater employee and community safety results.

Interdepartmental Coordination

The Idaho Falls Fire Department and the Idaho Falls Police Department worked jointly on this MOU. The Legal and Human Resources Departments were also consulted on this process.

Fiscal Impact

There is cost to mental health treatment, counselling and training. These costs have been budgeted individually by each Department and are within their approved 2020-2021 FY budgets. There is a far more significant cost in terms of both real dollars and human life when mental health issues are not addressed with first responders.

Legal Review

This MOU was reviewed by the City Attorney's Office.

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO CREEKSIDE
COUNSELING, LLC, AND THE IDAHO FALLS FIRE DEPARTMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO CREEKSIDE COUNSELING, LLC, AND THE IDAHO FALLS FIRE DEPARTMENT (hereinafter “Agreement”), is made and entered into this _____ day of _____, 2020, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter “CITY”), and Creekside Counseling, LLC, 550 W. Sunnyside Road, Idaho Falls, ID 83404 (hereinafter “CREEKSIDE”).

W I T N E S S E T H:

WHEREAS, the work that first responders perform is difficult; and

WHEREAS, CITY wishes to provide to its first responder employees certain mental health counseling services; and

WHEREAS, CREEKSIDE has agreed to provide certain mental health counseling services to CITY’s employees.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I: SCOPE OF WORK

CREEKSIDE shall provide the following services to CITY:

1. Critical Incident Debriefings - CREEKSIDE shall provide to CITY Critical Incidence Debriefings on an ‘as needed’ basis, as determined by CITY, and will be facilitated free of charge.
 - a. A “Critical Incident Debriefing” shall be a structured, small-group, crisis intervention process conducted by a mental health practitioner who has received training on conducting Critical Incident Debriefings from an accredited institution or a nationally recognized origination that customarily certifies mental health practitioners. Critical Incident Debriefings shall be provided as soon as possible after the Critical Incident has occurred.
 - b. For the purposes of this Agreement a “Critical Incident” shall be an event in which a first responder, while engaged in the line of duty, sustains, witnesses, or is in close proximity to a sudden death, severe physical injury, or an emergency that poses a high likelihood of severe physical injury or death to any person. For the purposes of this Agreement, “first responder” shall mean CITY’s employees employed by CITY’s Fire or Police Departments.

2. Staff Presentations - CREEKSIDE shall also provide to CITY staff presentations. Upon CITY's request for a staff presentation, CITY and CREEKSIDE shall mutually agree on a scheduled date. CREEKSIDE shall accommodate, at CITY's direction, staff presentations in order to reach all first responder shifts. The parties anticipate that most staff presentations may need to be presented up to three (3) times a day, in order to reach all of CITY's first responders. Staff presentation shall be approximately two (2) hours in length. Topics for presentations shall include:
 - a. Self care
 - b. Stress management
 - c. Recognizing signs and symptoms of distress
 - d. Conflict resolution
 - e. Giving and receiving feedback
 - f. Personal and professional resilience
 - g. Healthy coping mechanisms
 - h. Effective communication
 - i. Emotional regulation
 - j. Depression, anxiety, addiction, and PTI
 - k. Healthy relationships
 - l. Professional burnout
 - m. Positive cultural changes
3. Voluntary Wellness Interviews - CREEKSIDE shall conduct and offer, at the direction of CITY, annual or semi-annual wellness interviews to CITY's first responders. Wellness interviews shall provide CITY's first responders the opportunity to engage in a conversation about their individual mental health with trained providers. CREEKSIDE shall not take notes during or after the wellness interviews, nor shall CREEKSIDE assign or develop any diagnosis from any wellness interviews. The parties understand and agree that the wellness interviews provided to CITY's first responders, pursuant to this Agreement, are subject to the licensed counselor-client privilege as described in Idaho Rule of Evidence 517.
4. Mandatory Counseling – CREEKSIDE shall conduct and offer, at the sole direction and discretion of CITY, up to three (3) mental health counseling sessions when a first responder is required by CITY to receive mental health counseling. The parties understand and agree that any mental health counseling provided to CITY's first responders, pursuant to this Agreement, are subject to the licensed counselor-client privilege as described in Idaho Rule of Evidence 517.
5. Mandatory Individual Training – CREEKSIDE shall conduct and offer, at the sole direction and discretion of CITY, annual training to individual employees as referred by CITY. This training shall provide employees the opportunity to engage with trained providers on a one-on-one basis. Training topics may include self care, stress management, recognizing signs and symptoms of distress, conflict resolution, giving and

receiving feedback, personal and professional resilience, healthy coping mechanisms, effective communication, emotional regulation, depression, anxiety, addiction, PTI, relationships, and burnout. These Mandatory Individual Training sessions will occur throughout the year and last approximately one (1) hour per employee. Mandatory Individual Training sessions shall take place by appointment during CREEKSIDE'S regular business hours once per year. Beginning in the second year and thereafter, Creekside shall bill the CITY at their usual rate if an employee fails to attend their assigned appointment without providing at least 48 hours notice. CREEKSIDE shall not take notes during or after the training, nor shall CREEKSIDE assign or develop any diagnosis from any Mandatory Individual Training. The parties understand and agree that the individual training sessions provided to CITY's first responders, pursuant to this Agreement, are subject to the licensed counselor-client privilege as described in Idaho Rule of Evidence 517.

SECTION II:

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between CREEKSIDE and CITY by the terms of this Agreement. It is understood by the parties hereto that CREEKSIDE is an independent contractor and as such neither it nor its members and employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Compensation to CREEKSIDE.

1. Critical Incident Debriefings – as an inducement and consideration for CITY to enter into this Agreement, CREEKSIDE shall receive no compensation from CITY for any Critical Incident Debriefing provided to CITY or CITY's first responders.
2. Staff Presentations – CITY shall pay to CREEKSIDE one hundred fifty dollars (\$150) per each two (2) hour presentation.
3. Voluntary Wellness Interviews – CREEKSIDE shall bill these interviews to CITY at the rate of eighty-five dollars (\$85) per hour.
4. Mandatory Counseling - CITY shall pay for up to three (3) mental health counseling sessions per individual, per event, when
 - a. an individual is referred by the IFPD or IFFD to CREEKSIDE or
 - b. first responder is required to receive counseling in the scope and course of their employment with CITY, as solely determined by CITY.

Mandatory Counseling shall be billed to CITY at CREEKSIDE's usual rate and insurance companies will be billed when appropriate. Current costs for counseling are first visits at one hundred thirty-five dollars (\$135) and additional visits at one hundred ten dollars

(\$110).

5. Mandatory Individual Training – as an inducement and consideration for CITY to enter into this Agreement, CREEKSIDE shall receive no compensation from CITY for any Mandatory Individual Training provided to IFPD employees for the first year. Beginning in the second year and thereafter, CREEKSIDE shall bill these training sessions at the rate of eighty-five dollars (\$85) per hour.

Nothing in this Agreement shall be construed to prohibit CITY employees from receiving or paying for additional services from CREEKSIDE on a personal or individualized basis, provided that CITY shall not be responsible to pay for any services that are not explicitly listed in this Agreement to be paid by CITY. CITY shall not be billed for or be responsible for couple's or relationship counseling. First responders who seek couple's or relationship counseling from CREEKSIDE shall pay and be responsible for any couple's or relationship counseling.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CREEKSIDE upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CREEKSIDE. CITY may terminate this Agreement with thirty (30) days' notice without cause and without further liability to CREEKSIDE.

B. Extent of Agreement.

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

C. Termination of Project.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay CREEKSIDE for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

D. Indemnification.

CREEKSIDE agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CREEKSIDE in the performance of professional services under this Agreement, to the extent that CREEKSIDE is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CREEKSIDE and CITY. CREEKSIDE shall not be obligated to indemnify CITY for CITY's sole negligence.

E. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

F. Jurisdiction and Venue. It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

G. Binding of Successors.

CITY and CREEKSIDE each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

H. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning the professional services, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. CREEKSIDE may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontract or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

I. Ownership and Publication of Materials.

CITY and CREEKSIDE agree that CITY, with this Agreement, acquires the right to use all reports, information, data, and other materials prepared by CREEKSIDE pursuant to this Agreement, except for reports or information that may be protected by the Health Insurance Portability and Accountability Act (HIPAA) or counselor-client privilege, and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain CREEKSIDE from using materials for other trainings or projects with other entities.

J. Non-discrimination.

CREEKSIDE 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

“CITY”

City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

“CREEKSIDE”

By _____
Janet O. Allen

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Janet O. Allen, known or identified to me and whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same for and on behalf of Creekside Counseling.

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

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

(Seal)



MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director
DATE: Thursday, October 15, 2020
RE: Joint Powers Agreement with Iona Bonneville Sewer District for Sunnyside Trunk
 Wastewater Lining Improvements - 2021

Council Action Desired

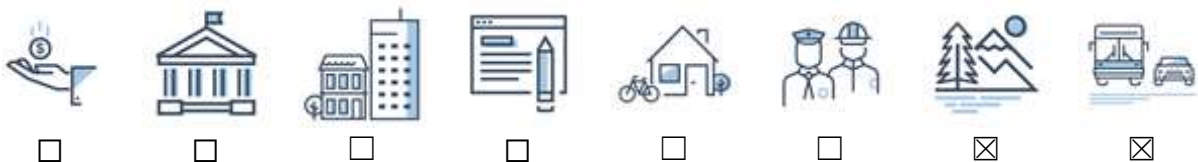
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approval of a Joint Powers Agreement (JPA) and authorization for Mayor and City Clerk to sign the document (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached for your consideration is a JPA with the Iona Bonneville Sewer District (IBSD) for proposed improvements to the wastewater trunk line in Sunnyside Road between Eagle Drive and Disney Drive. This sewer trunk line is 47 years old and is in need of rehabilitation. The majority of wastewater flow received from IBSD reaches the Wastewater Treatment Plant by way of this trunk line. This agreement assigns project costs to the City and IBSD based on percentages of wastewater flow that each entity contributes to the line.

Relevant PBB Results & Department Strategic Plan



This agreement supports the community-oriented results of environmental sustainability and reliable public infrastructure by rehabilitating this critical piece of our sanitary sewer collection system.

Interdepartmental Coordination

Project reviews will be conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact

The anticipated total project cost is \$2,337,000. IBSD's share of this cost is estimated to be \$1,454,411 (62.23%) and the City's cost is estimated to be \$882,589 (37.77%). This project was anticipated and included as part of the 2020-2021 budget and sufficient spending authority exists to complete the improvements.

Legal Review

The Agreement was prepared by the City Attorney.

**JOINT POWERS AGREEMENT FOR THE CONSTRUCTION
OF SUNNYSIDE TRUNK WASTEWATER LINING
IMPROVEMENTS BETWEEN CITY OF IDAHO FALLS,
IDAHO AND IONA BONNEVILLE SEWER DISTRICT**

THIS JOINT POWERS AGREEMENT FOR THE CONSTRUCTION OF SUNNYSIDE TRUNK WASTEWATER LINING IMPROVEMENTS BETWEEN CITY OF IDAHO FALLS, IDAHO AND THE IONA BONNEVILLE SEWER DISTRICT (hereinafter “Sunnyside Trunk JPA”), is made this _____ day of _____, 2020, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter “IDAHO FALLS”), whose address is P.O. Box 50220, Idaho Falls, Idaho 83405, and the IONA BONNEVILLE SEWER DISTRICT (hereinafter “IBSD”), whose address is 3395 Leihm Lane, Idaho Falls, Idaho, 83401 (collectively hereinafter the PARTIES).

EXERCISE OF JOINT POWERS BY THE PARTIES

1.1 The purpose of this Sunnyside Trunk JPA is to provide for financing, design, construction management, and construction of a project between the two PARTIES consisting of improvements to the Wastewater Trunk Line in Sunnyside Road between Eagle Drive and Disney Drive, further described in this Sunnyside Trunk JPA paragraph 2.1.

1.2 City of Idaho Falls, Idaho, is a municipal corporation of the State of Idaho, duly established under the laws of the State of Idaho.

1.3 IBSD is a sewer district, duly established under the laws of the State of Idaho.

1.4 It is not the intent that this Sunnyside Trunk JPA, or that IDAHO FALLS or IBSD, establish a separate legal entity to conduct the joint or cooperative undertaking described in this Sunnyside Trunk JPA.

1.5 Neither party to this Sunnyside Trunk JPA intends by this Sunnyside Trunk JPA to limit its respective power, jurisdiction or authority in any way other than specifically contemplated and set out in this Sunnyside Trunk JPA.

1.6 The PARTIES to this Sunnyside Trunk JPA specifically intend it to be interpreted separately and apart from any other Agreement, Memorandum of Understanding, contract, or arrangement between the PARTIES.

1.7 The PARTIES do not intend this Sunnyside Trunk JPA to govern, control, manage, or relate to maintenance or operations of the Sunnyside Wastewater Trunk Line following construction and acceptance of the Project by the PARTIES. Maintenance and operations of the Sunnyside Trunk shall be governed by a separate agreement of the PARTIES, if any.

1.8 Duration of Sunnyside Trunk JPA. This Sunnyside Trunk JPA shall be in effect from the date of its signing of both PARTIES, and shall be in effect until the expiration of the warranty period for the construction of the Project.

ARTICLE 2. THE PROJECT

2.1 The Project. This Project involves the financing, design and construction of the improvements to the Sunnyside Wastewater Trunk Line that would serve the wastewater flow from the IBSD and Idaho Falls. Project improvements include mobilization, bypass pumping, lining and reestablishing service connections of the Sunnyside Trunk from Eagle Drive to Disney Drive (manhole 2N3834-2-050 thru manhole 2N3833-2-108).

2.2 Project Costs will be split based on the respective flows contributing to the sections for each of the PARTIES. IDAHO FALLS and IBSD each shall pay their respective share of all Project costs for improvements made for the Project. IDAHO FALLS shall be credited, as part of its share of project costs, the value of any work or materials supplied for the Project.

2.3 Estimated Project Costs.

Costs:	Amount:	IBSD Cost (62.23%)	IDAHO FALLS (37.77%)
Estimated Total Project Costs	\$2,337,000	\$1,454,411	\$882,589
Estimated Total Construction Costs	\$2,297,000	\$1,429,520	\$867,480
Estimated Project Design Costs	\$25,000	\$15,560	\$9,440
Estimated Construction Management Costs	\$15,000	\$9,340	\$5,660

ARTICLE 3. PROJECT DESIGN, CONSTRUCTION, MANAGEMENT, CONSTRUCTION AND COMPLETION

3.1 Design Costs. IDAHO FALLS and IBSD shall each be responsible for their proportional share based on flow of the actual cost of Project design. Idaho Falls shall be credited for the work in kind for design work provided on this Project. Such design costs include IDAHO FALLS's staff time and resource expenses incurred by IDAHO FALLS for the design.

3.2 Construction Management. IDAHO FALLS shall provide construction management. The PARTIES agree that the Idaho Falls Public Works Division Director shall be the Administrator of this Sunnyside Trunk JPA responsible for administering this joint and cooperative undertaking. IDAHO FALLS and IBSD shall each be responsible for their proportional share based on flow of the actual total cost of construction management. Such construction management cost is estimated to be Fifteen Thousand Dollars (\$15,000). Such payment shall be received from IBSD by IDAHO FALLS within thirty (30) days following

the receipt of a bill by IBSD of the total construction cost amount.

3.3 Project Construction. IDAHO FALLS agrees to engineer and design the Project and to solicit, award and administer various construction contracts necessary for such work, all as may be determined in accordance with the terms and conditions set forth in this Sunnyside Trunk JPA.

3.4 Construction Drawing Approval. IDAHO FALLS will provide IBSD with copies of its construction drawings for the Project prior to the commencement of the Project and shall provide IBSD an opportunity to review and comment thereupon.

3.5 Project Timelines and Completion Dates. Within thirty (30) days after the execution of this Sunnyside Trunk JPA, IDAHO FALLS and IBSD shall meet and establish project timelines, performance deadlines, and other significant milestone deadlines, which shall be documented in writing prior to the commencement of the Project. The PARTIES shall meet at such intervals thereafter as may be necessary to complete the Project.

3.6 Regulatory Approvals. Should IDAHO FALLS be required to file this Sunnyside Trunk JPA, or any subsequent amendments, with any regulatory agency, IBSD agrees to support such filing(s), and to provide any information, including the filing of testimony, reasonably required by IDAHO FALLS to comply with applicable filing requirements.

3.7 Initial Deposition of Project Monies. After the bid has been received and reviewed, but prior to Construction Contract Award of the Project, IBSD shall deposit their respective share of the project costs based on proportional flow for such construction in an interest bearing account administered by IDAHO FALLS. The Administrator of the Project has sole authority to withdraw the said funds for the Project. Such deposit amount shall be based upon the Construction bid/anticipated award plus 5% Construction Contingency.

3.8 Bidding Documents. IDAHO FALLS shall draft and prepare all bidding documents for joint use and shall include any documents prepared by IBSD as necessary to solicit construction bids for the Project and shall solicit bids pursuant to Idaho law from reputable, responsible and competent contractors or subcontractors for each portion of the Project to be awarded directly by IDAHO FALLS. The bidding documents shall include, without limitation, all general specifications, technical specifications, design drawings, contract forms, an invitation to bid form, and other bidding documents necessary to fully and accurately describe the Project and otherwise protect the interests of IDAHO FALLS and IBSD. IDAHO FALLS shall open all bids and evaluate the same and provide copies of such bids and its evaluation to IBSD as soon as possible after the bids are opened and evaluated. IDAHO FALLS shall also provide IBSD with its recommendation as to which contractor and subcontractors bids will best serve the interests of IDAHO FALLS and IBSD on the Project.

3.9 Award of Construction Contract. IDAHO FALLS shall award the construction contract to the contractor and subcontractors which it deems, in its best judgment and experience, will provide and represent the best interests of the PARTIES.

3.10 Change Orders. IDAHO FALLS may from time to time issue, approve and execute change orders with respect to any phase of the Project, as necessary and determined to be in the best interest of the PARTIES. Prior to the issuance of such change orders, IDAHO FALLS shall provide IBSD with copies of change order documentation substantiating the need for any change order and shall consult with IBSD with respect to any change order which alters or changes the scope of the Project in any material respect. IBSD shall have the right to approve any change order which individually exceeds twenty-five percent (25%) of the contract price for such contract or which would in the aggregate, including any previous change orders, exceed twenty-five percent (25%) of the total of all construction contract awarded at the outset of the Project.

All Change Orders will be reviewed by IBSD in a timely fashion to allow construction activities to continue. IBSD and IDAHO FALLS shall grant authority to IDAHO FALLS staff to process Change Orders up to one hundred fifteen percent (115%) of the bid award.

3.11 Project Billing Escrow. IDAHO FALLS shall pay for the construction costs of the Project, including contractor progress payments, material, engineering, inspection, and permit fees and all other direct and indirect costs during the Project and arising from the performance of this Sunnyside Trunk JPA and completion of the Project. IDAHO FALLS will submit payment records to IBSD including progress payments paid to contractors and progress payments associated with design and engineering services provided. Such payment records shall include payments for work performed by IDAHO FALLS's staff on the Project.

3.12 Retainage. IDAHO FALLS shall retain five percent (5%) of the general contractor progress billings as retainage and security for the satisfactory completion and performance of the work on the Project. Such retainage shall not be released until the contractor has provided satisfactory proof to IDAHO FALLS of the contractor's payments to subcontractors and suppliers and payment of all federal and state sales and excise taxes.

3.13 Insurance. IDAHO FALLS will include provisions within its agreement with its contractor requiring the contractor to maintain workers compensation insurance, as required by the laws of the state of Idaho, and further obtaining and maintaining a policy of general commercial liability insurance at all times during the performance of the work, as required by IDAHO FALLS's standard insurance requirements for such a public works project.

3.14 Project Inspection, Completion and Final Inspection. IBSD may inspect the work associated with the Project and IDAHO FALLS's financial records and transactions related to the Project, at any time during construction and shall notify IDAHO FALLS of any concerns, errors or omissions discovered during construction.

IDAHO FALLS shall compile a final Project cost following completion of the Project that shall include all costs of design, construction management and construction of the Project. Final payment history and other financial transaction records shall be made available to IBSD by IDAHO FALLS. Such final Project cost summary and payment records shall detail any additional funds or refunds due to or from IBSD. IBSD agrees to make final Project payment within thirty (30) days of receipt of the billing notice from IDAHO FALLS for the

final Project cost. If a refund is due IBSD, IDAHO FALLS agrees to pay such refund to IBSD within thirty (30) days of compilation of final Project cost.

ARTICLE 4. MISCELLANEOUS PROVISIONS

4.1. A IBSD Warranty of Authority. As further consideration and as an inducement to entering into this Sunnyside Trunk JPA, IBSD covenants and warrants to IDAHO FALLS that it has the full right, power, and authority to execute this Sunnyside Trunk JPA and that the execution and performance thereof will not violate any applicable laws, ordinances or covenants, or the provisions of any binding agreement.

4.1. B IDAHO FALLS Warranty of Authority. As further consideration and as an inducement to entering into this Sunnyside Trunk JPA, IDAHO FALLS covenants and warrants to IBSD that it has the full right, power, and authority to execute this Sunnyside Trunk JPA and that the execution and performance thereof will not violate any applicable laws, ordinances or covenants, or the provisions of any binding agreement.

4.2 Assignment. This Sunnyside Trunk JPA shall be binding upon and shall insure to the benefit of the PARTIES hereto, their successors and assigns.

4.3 Notices. Except as specifically provided elsewhere in this Sunnyside Trunk JPA for telephonic or facsimile notice, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten days (10) written notice of the change in the manner set forth herein.

If to IDAHO FALLS:

Chris Fredericksen, P.E. Director of Public Works
P.O. Box 50220
Idaho Falls, Idaho 83405-0220 Telephone Number: (208) 612-8256
Email: pwd@idahofallsidaho.gov

If to IBSD:

Brady Belliston, Director - Chairman
3395 E. Leihm Ln, Idaho Falls, Idaho 83401
Telephone Number: (208) 524-4545
E-mail: brady.belliston@sewerdistrict.com

4.4 Dispute Resolution. IDAHO FALLS and IBSD mutually endorse the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disagreements that may occur during the Project construction or during the term of this Sunnyside Trunk JPA. The PARTIES, through their respective staffs, commit to attempt, in good faith, to negotiate any disagreement quickly, fairly, and amicably. If such attempts fail to resolve the matter within fifteen (15) days of the first attempt to resolve the disagreement, the Public Works director for IDAHO FALLS and Director Chairman for

IBSD and no more than two (2) Council members from the City and IBSD Board shall meet to discuss and resolve the disagreement within fifteen (15) days of such failure to resolve the disagreement. If that fails to resolve the matter, the dispute shall be submitted to mandatory, non-binding mediation.

4.5 Integration. This Sunnyside Trunk JPA shall constitute the entire agreement and understanding of the PARTIES with respect to the subject matter thereof, and supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Sunnyside Trunk JPA shall be in writing and executed by the authorized representatives of the PARTIES.

4.6 Severability. In the event that any part of this Sunnyside Trunk JPA is found to be illegal, or in violation of public policy, or for any other reason unenforceable, such finding shall in no event invalidate or render unenforceable the other parts of this Sunnyside Trunk JPA.

4.7 Attorney's Fees. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney fees and court costs, including fees and costs incurred through any applicable appeal process.

4.8 Agreement Construction. It is the intention and agreement of the PARTIES hereto that the language, terms and conditions of this Sunnyside Trunk JPA are not to be construed in any way against or in favor of any party by reason of the responsibilities in connection with the preparation of this Sunnyside Trunk JPA. In construction of this Sunnyside Trunk JPA, the singular includes the plural, and the plural the singular, and words in the present tense include the future tense, as the context requires; section headings are for convenience only, and shall not be considered in construction of the text.

4.9 Venue and Applicable Laws. This Sunnyside Trunk JPA is governed by the laws of the State of Idaho. The venue for any action or suit arising from the terms and conditions of this Agreement shall be in the District Court of the Seventh Judicial District, Bonneville County, State of Idaho.

4.10 Force Majeure. Neither party shall be subject to any liability or damages for inability to meet its obligations under this Sunnyside Trunk JPA to the extent that such failure shall be due to causes beyond the control of either IDAHO FALLS or IBSD, including but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by the public service commission, Rocky Mountain Power, the balancing authority to which Idaho Falls Power is subject, any municipality, or governmental agency of the United States, (including NERC, FERC, and FCC), or subdivision thereof (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) Act of God; (g) civil disturbance; or (h) strikes or boycotts. Provided, the party claiming Force Majeure shall make every reasonable attempt to remedy the cause thereof as diligently and as expeditiously as possible. Except for the obligation to pay amounts owed when due, time periods for performance obligations of the PARTIES herein shall be extended for the period during which Force Majeure is in effect.

4.11 Waiver. Any waiver of a PARTY's rights with respect to any breach of this Sunnyside Trunk JPA, or with respect to any other matter arising in connection with this Sunnyside Trunk JPA, shall not constitute a waiver with respect to any other breach or matter arising in connection with this Sunnyside Trunk JPA. All waivers must be in writing and signed by an authorized representative of the PARTY granting the waiver.

4.12 Signatory Authority. Each party represents that its representative who executes this Sunnyside Trunk JPA has been duly authorized to do so by appropriate action.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date first written above.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

By _____

By _____

Kathy Hampton, Clerk

Rebecca L. Noah Casper, Mayor

ATTEST:

IONA BONNEVILLE SEWER DISTRICT

By _____

By _____

Brady Belliston, Director - Chairman

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

Randall D. Fife
Idaho Falls City Attorney

M. Anthony Sasser
IBSD Attorney

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Brady Belliston, known to me to be the Director-Chairman of the Iona Bonneville Sewer District, the sewer district that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(SEAL)



MEMORANDUM

FROM: Brad Cramer, Director Click or tap here to enter text.

DATE: Friday, October 16, 2020

RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Thatcher Grove Division No. 1.

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

1. Approve the Development Agreement for Thatcher Grove Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).
2. Accept the Final Plat for Thatcher Grove Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Thatcher Grove Division No. 1, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Thatcher Grove, Division No. 1. The Planning and Zoning Commission considered this item at its August 4, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Relevant PBB Results & Department Strategic Plan



Consideration of the Final Plat must be consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, and Survey.




Fiscal Impact

NA



Legal Review

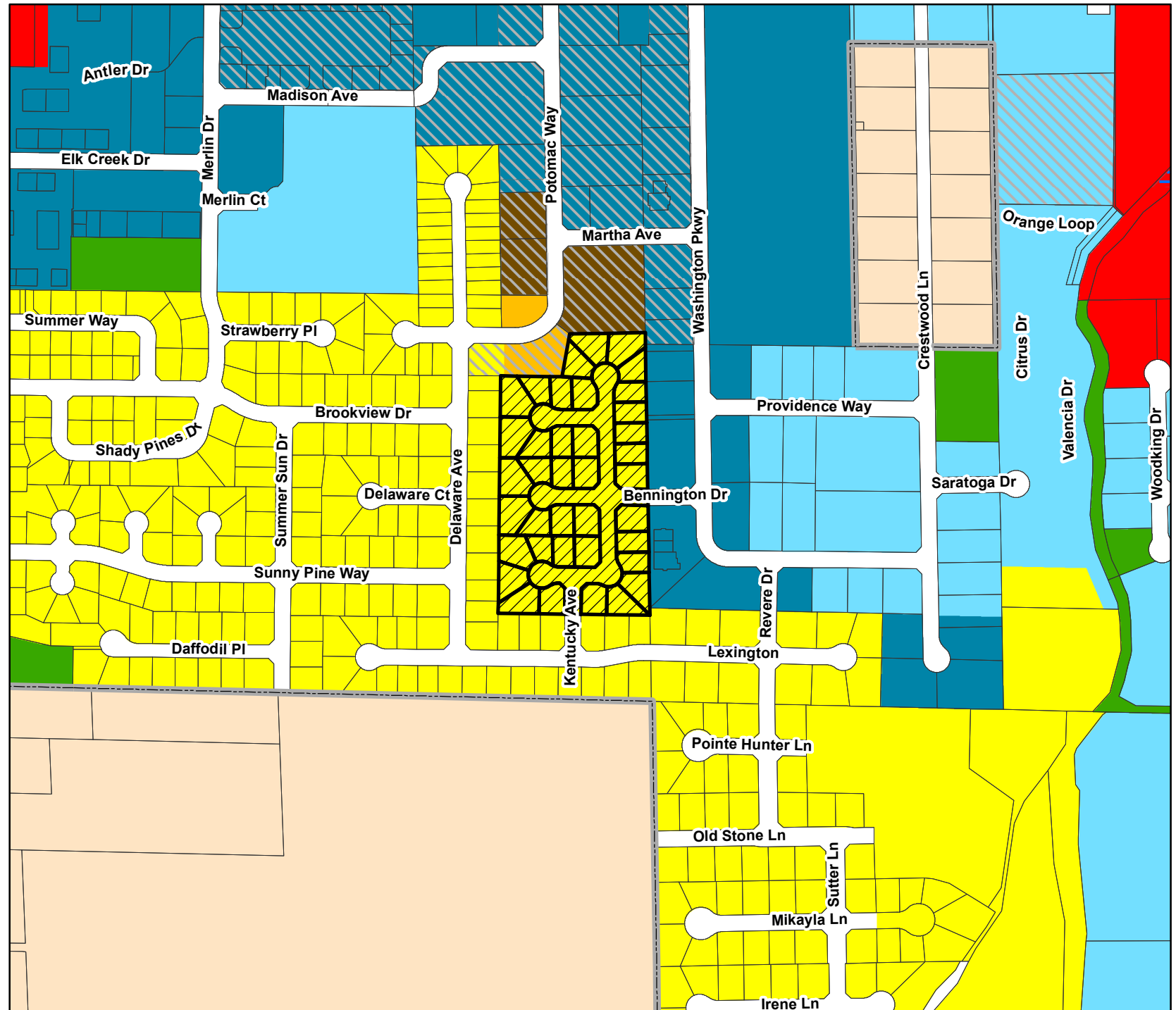
This application has been reviewed by Legal Services pursuant to applicable law.

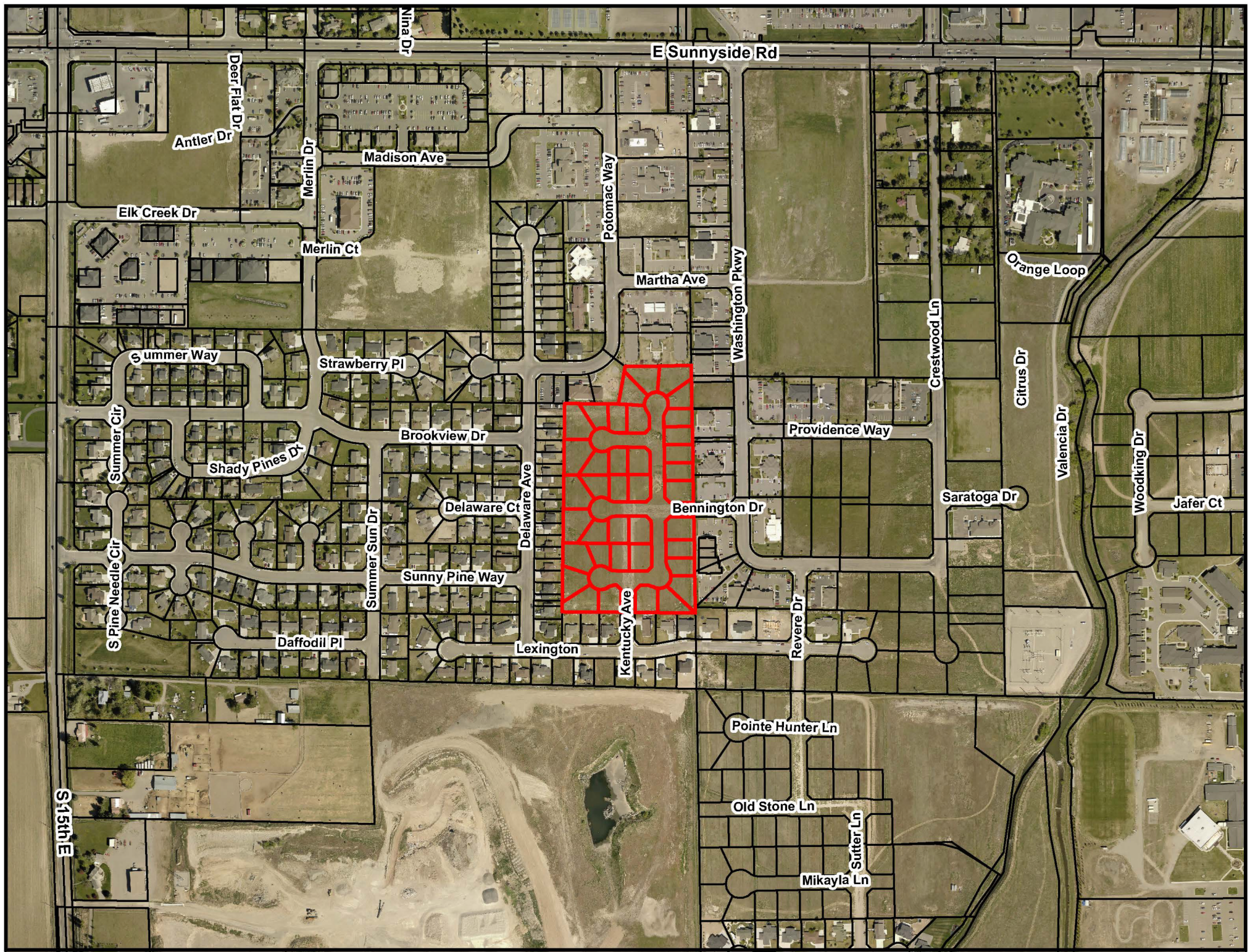
Legend

-  Site
-  City Limits
-  Area of Impact

Overlays

-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2
-  RE
-  RP
-  R1
-  R2
-  TN
-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P





CITY'S ACCEPTANCE

The accompanying plat was duly accepted and approved by the City Council of Idaho Falls adopted this day _____ of _____, 2020.

MAYOR

CITY CLERK

CITY ENGINEER
Kent J. Fugal, PE 9247

CITY SURVEYOR
Kenneth Baldwin Roberts, PLS 9755

IRRIGATION WATER RIGHTS RELEASE

It has been determined that the property included in this subdivision is within the boundary's of an existing irrigation district, but not being assessed. Lots within this subdivision will not receive an irrigation water right.

HEALTH DEPARTMENT CERTIFICATE

Sanitary restrictions as required by I.C. §50-1326 have been satisfied based on the Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with I.C. §50-1326, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS

Date

COUNTY SURVEYOR'S VERIFICATION

I certify that I am a Licensed Professional Land Surveyor in the State of Idaho and that I have examined this plat and find that it complies with I.C. § 50-1305.

Date: _____
Shane Remer P.L.S. No. 12222
BONNEVILLE COUNTY SURVEYOR,

TREASURER'S CERTIFICATE

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, pursuant to the requirements of I.C. § 50-1308, do hereby certify that all County property taxes due for the property included in this project are current.

Date: _____
BONNEVILLE COUNTY TREASURER

RECORDER'S CERTIFICATE

I hereby certify that the foregoing plat Thatcher Grove, Division No. 1, was filed in the Office of the Recorder of Bonneville County, Idaho.

Bonneville County Recorder

**THATCHER GROVE
DIVISION NO. 1**

**A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
IN A PART OF THE NW 1/4 OF SECTION 33,
TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN,**

BOUNDARY DESCRIPTION

Commencing at the North ¼ Corner of Section 33, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, running thence S.00°56'50"E. along the North-South Center Section Line 1312.30 feet to the Southeast corner of Lot 1, Block 12, St. Clair Estates, Division No. 8, an addition to the City of Idaho Falls, Bonneville County, Idaho, said point being on the West Boundary of George Washington Estates, Division No. 1, an addition to the City of Idaho Falls, Bonneville County Idaho, said point being the TRUE POINT OF BEGINNING; running thence S.00°56'50"E. along the West Boundary Line of George Washington Estates, Division No. 1, 2, and 4, additions to the City of Idaho Falls, Bonneville County, Idaho, 1044.93 feet to the Northeast corner of Lot 6, Block 17, St. Clair Estates, Division No. 11, an addition to the City of Idaho Falls, Bonneville County, Idaho; thence N.89°23'59"W. along a North line of said St. Clair Estates, Division No. 11 a distance of 561.44 feet to the Northwest corner of Lot 20, Block 16, said St. Clair Estates, Division No. 11; said point being on the East line of Lot 18, Block 16, said St. Clair Estates, Division No. 11; thence N.00°36'01"E. along an East line of said St. Clair Estates, Division No. 11 a distance of 878.74 feet to the Northeast Corner of Lot 1, Block 16, said St. Clair Estates, Division No. 11, said point being on the South line of Lot 12, Block 12, St. Clair Estates, Division No. 7, First Amended Plat; thence S.89°23'59"E. along the South line of said St. Clair Estates, Division No. 7, First Amended Plat 227.41 feet to the Southeast corner of said Division No. 7, First Amended Plat; thence N.09°54'00"E. along the East Boundary Line of said Division No. 7, First Amended Plat 160.36 feet to an angle point on the South Boundary Line of said St. Clair Estates, Division No. 8; thence N.89°03'10"E. along the South Boundary Line of said Division No. 8 a distance of 280.00 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 530,701 Sq. Ft. or 12.183 acres.

SURVEYOR'S CERTIFICATE

I, Rodney L. Ellsworth, a licensed Professional Land Surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as Thatcher Grove, Division No. 1, an addition to the City of Idaho Falls, Idaho, Bonneville County, Idaho was made under my direction, and that said subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.



DRINKING WATER SYSTEM CERTIFICATION

Pursuant to I.C. § 50-1334, the OWNER does hereby certify that all the lots shown on this plat are eligible to receive water from the City of Idaho Falls municipal water system, and said City has agreed in writing to provide culinary water service to said lots pursuant to the provisions of Title 8, Chapter 4 of the Idaho Falls City Code as amended from time to time.

IN WITNESS WHEREOF, OWNER has hereunto set its signature this _____ day of _____, 2020.

Ideal Heavy Haul, LLC (OWNER):

Paul R. Wareing (Managing Member)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that the undersigned Ideal Heavy Haul LLC, an Idaho limited liability company is the lawful OWNER of the tract of land included within the boundary description shown hereon and has caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as Thatcher Gove, Division No. 1, a subdivision of the City of Idaho Falls, Idaho, Bonneville County, Idaho.

BE IT FURTHER KNOWN, that OWNER does hereby dedicate grant and convey to the public, all streets and right-of-ways shown hereon, that OWNER also does hereby grant and convey to the City of Idaho Falls all public easements forever as irrevocable permanent non-exclusive public easements as shown and described hereon.

OWNER, or its heirs and assigns, agree they will construct no permanent structure within or upon any easement shown hereon, and the City of Idaho Falls and its successors, assigns, permittees or licensees shall also have the right, to remove, cut or trim any trees, brush, ornamental shrubbery or plant which may injure or interfere with the use thereof for its intended purposes, such right may be exercised without prior notice to OWNER or its heirs, successors or assigns.

OWNER or its heirs, successors or assigns further agree that they shall not plant any trees, brush, ornamental shrubbery or plants which may hinder the safe and efficient utilization of said easements.

OWNER or its heirs, successors or assigns hereby releases the City of Idaho Falls and its successors, assigns, permittees or licensees from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by OWNER or its successors or assigns within any public easements, subsequent to recording this subdivision, that may be incurred as a result of the City of Idaho Falls and its successors, assigns, permittees or licensees ordinary use of the public easements with due care.

OWNER or its heirs, successors or assigns do hereby warrant and shall defend such dedication and conveyances in the quiet and peaceful possession of the public or the City of Idaho Falls, as the case may be, against said OWNER and its heirs, successors and assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held any rights in said estate as of the date hereof.

IN WITNESS WHEREOF, OWNER has hereunto subscribed its seal and signature this _____ day of _____, 2020.

By: Ideal Heavy Haul, LLC

Paul R. Wareing (Managing Member)

ACKNOWLEDGEMENT

STATE OF _____)
_____) :SS.
COUNTY OF _____)

On this _____ day of _____, 2020, before me the undersigned, a notary public in and for said state, personally appeared Paul R. Wareing, known or identified to me, to be a Managing Member of the limited liability company Ideal Heavy Haul LLC, an Idaho limited liability company, and the person who subscribed said limited liability company's name to the foregoing Owner's Dedication and the Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company's name as a person authorized to bind such limited liability company.

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

Notary Public for the State of _____

Residing at: _____

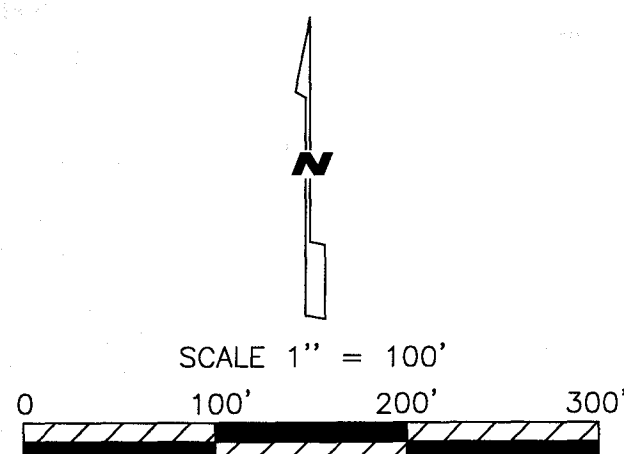
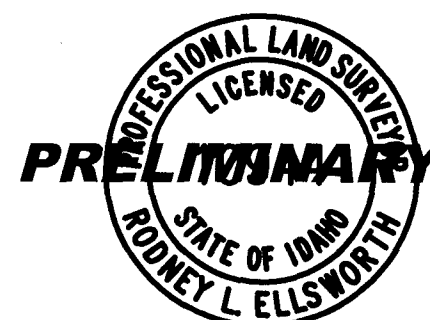
Commission Expiration Date: _____

THATCHER GROVE DIVISION NO. 1

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
IN A PART OF THE NW 1/4 OF SECTION 33,
TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN,

SURVEYOR'S CERTIFICATE

I, Rodney L. Ellsworth, a licensed Professional Land Surveyor in the State of Idaho do hereby certify that the survey of this subdivision, designated as Thatcher Grove, Division No. 1, an addition to the City of Idaho Falls, Idaho, Bonneville County, Idaho was made under my direction, and that said subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.

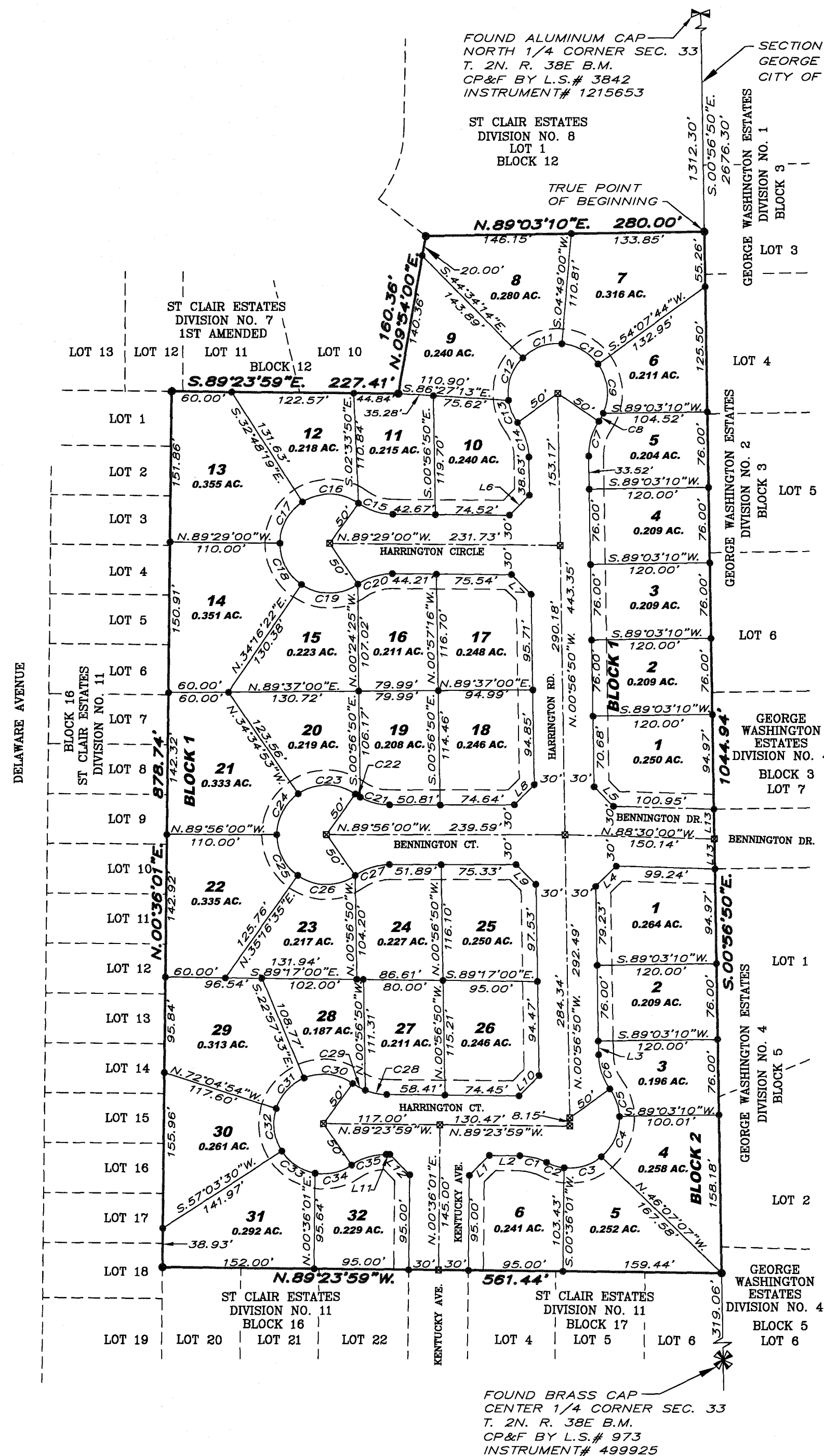


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N. 45°36'01"E.	28.28'
L2	S. 89°23'59"E.	30.58'
L3	S. 00°56'50"E.	13.68'
L4	S. 45°16'35"W.	28.88'
L5	S. 44°43'25"E.	27.67'
L6	N. 44°47'05"E.	28.64'
L7	N. 45°12'55"W.	27.92'
L8	N. 44°33'35"E.	28.53'
L9	N. 45°26'25"W.	28.03'
L10	N. 44°49'35"E.	28.66'
L11	N. 89°23'59"W.	3.75'
L12	N. 44°23'59"W.	28.28'
L13	S. 00°56'50"E.	30.03'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	LENGTH	CENTRAL ANGLE
C1	60.00'	S. 75°58'47"E.	27.85'	28.11'	26°50'23"
C2	50.00'	S. 72°58'03"E.	18.06'	18.16'	20°48'54"
C3	50.00'	S. 73°34'25"W.	39.16'	40.23'	46°06'10"
C4	50.00'	S. 24°15'34"W.	44.25'	45.84'	52°31'33"
C5	50.00'	S. 19°01'26"E.	29.27'	29.71'	34°02'26"
C6	60.00'	S. 18°29'44"E.	36.18'	36.75'	35°05'48"
C7	60.00'	S. 16°36'04"W.	36.18'	36.75'	35°05'48"
C8	50.00'	S. 28°52'14"W.	9.20'	9.21'	10°33'28"
C9	50.00'	S. 06°08'23"E.	49.59'	51.89'	59°27'46"
C10	50.00'	S. 60°31'38"E.	41.72'	43.03'	49°18'44"
C11	50.00'	N. 70°07'23"E.	41.78'	43.10'	49°23'14"
C12	50.00'	N. 18°41'09"E.	45.00'	46.68'	53°29'15"
C13	50.00'	N. 22°03'03"W.	24.18'	24.42'	27°59'10"
C14	60.00'	N. 18°29'44"W.	36.18'	36.75'	35°05'48"
C15	60.00'	S. 71°56'06"E.	36.18'	36.75'	35°05'48"
C16	50.00'	S. 88°35'45"E.	56.22'	59.71'	68°25'07"
C17	50.00'	N. 28°51'21"E.	47.47'	49.46'	56°40'41"
C18	50.00'	N. 27°36'19"W.	47.13'	49.08'	56°14'38"
C19	50.00'	S. 89°50'47"W.	56.53'	60.09'	68°51'11"
C20	60.00'	S. 72°58'06"W.	36.18'	36.75'	35°05'48"
C21	60.00'	S. 75°18'04"E.	30.31'	30.65'	29°15'51"
C22	60.00'	S. 57°45'10"E.	6.11'	6.11'	05°49'57"
C23	50.00'	S. 89°42'32"E.	57.18'	60.86'	69°44'41"
C24	50.00'	N. 27°44'34"E.	46.45'	48.30'	55°21'07"
C25	50.00'	N. 27°19'43"W.	46.01'	47.81'	54°47'25"
C26	50.00'	N. 89°52'37"W.	57.58'	61.35'	70°18'23"
C27	60.00'	S. 72°31'06"W.	36.18'	36.75'	35°05'48"
C28	60.00'	S. 78°47'54"E.	22.08'	22.20'	21°12'09"
C29	60.00'	S. 61°15'00"E.	14.51'	14.55'	13°53'39"
C30	50.00'	S. 83°37'52"E.	48.98'	51.19'	58°39'23"
C31	50.00'	N. 42°28'47"E.	41.57'	42.87'	49°07'21"
C32	50.00'	N. 07°30'42"W.	42.94'	44.38'	50°51'36"
C33	50.00'	N. 56°34'02"W.	40.08'	41.23'	47°15'04"
C34	50.00'	S. 77°39'19"W.	37.71'	38.66'	44°18'13"
C35	60.00'	S. 73°03'07"W.	36.18'	36.75'	35°05'48"

LEGEND & NOTES

- SET 5/8" STEEL RE-BAR WITH ALUMINUM CAP MARKED PLS# 10944
- SET 5/8" STEEL RE-BAR WITH PLASTIC CAP MARKED PLS# 10944
- SET 1/2" STEEL RE-BAR WITH PLASTIC CAP MARKED PLS# 10944
- 15' PUBLIC UTILITY EASEMENT ALONG ALL STREET FRONTAGES



FOUND ALUMINUM CAP
NORTH 1/4 CORNER SEC. 33
T. 2N. R. 38E B.M.
CP&F BY L.S.# 3842
INSTRUMENT# 1215653

ST CLAIR ESTATES
DIVISION NO. 8
LOT 1
BLOCK 12

TRUE POINT
OF BEGINNING

SECTION LINE (BASIS OF BEARING)
GEORGE WASHINGTON ESTATES, DIVISION NO. 2
CITY OF IDAHO FALLS DATUM-PRE 2004

GEORGE WASHINGTON ESTATES
DIVISION NO. 1
BLOCK 3
LOT 3

GEORGE WASHINGTON ESTATES
DIVISION NO. 2
BLOCK 3
LOT 5

GEORGE WASHINGTON ESTATES
DIVISION NO. 2
BLOCK 3
LOT 6

GEORGE WASHINGTON ESTATES
DIVISION NO. 4
BLOCK 5
LOT 1

GEORGE WASHINGTON ESTATES
DIVISION NO. 4
BLOCK 5
LOT 2

GEORGE WASHINGTON ESTATES
DIVISION NO. 4
BLOCK 5
LOT 6

FOUND BRASS CAP
CENTER 1/4 CORNER SEC. 33
T. 2N. R. 38E B.M.
CP&F BY L.S.# 973
INSTRUMENT# 499925

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

Final Plat
Thatcher Grove Division No. 1
August 4, 2020



Community
Development
Services

Applicant:
Ellsworth & Associates

Project Manager:
Brian J. Stevens

Location:
Generally south of E
Sunnyside Rd., west of S 25th
E, north of E 49th S & east of
S15th E

Size: Approx. 12.183 acres
Lots: 38

Existing Zoning:
Site: R1
North: R3 & R2
South: R1
East: PB
West: R1

Existing Land Uses:
Site: Ag land
North: Res. & Day Care
South: Residential
East: Office & Medical
West: Residential

Future Land Use Map:
Low density

Attachments:
1. Maps
2. Aerials
3. Exhibit
4. Photos

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

History: This property was annexed in 2006 with an initial zoning of PB. It was rezoned from PB to R1 in 2017. In 2018 the Planning Commission recommended to the Mayor and City Council approval of Thatcher Grove Div 1. The plat expired before going before the City Council. After looking at the City's aerial records this property has been agricultural land from 1954 until today.

Staff Comments: This is an area ready for desired infill. The plat includes 38 lots. All 38 lots will be used for residences, the lots meet the requirements for the R1 zone. The property will have frontage on several internal streets Harrington Circle, Harrington Road, Bennington Court, and Harrington Court. Existing Bennington Drive and Kentucky Way will be the two points of access from the existing grid into the proposed division.

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

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

REQUIREMENTS	Staff Review
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	X
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	All local Harrington Circle Harrington Road Bennington Court Harrington Court Bennington Drive Kentucky Way

Comprehensive Plan Policies:

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p. 67)

Zoning:

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

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

<p>P = permitted use. C₁ = administrative conditional use. C₂ = Planning Commission conditional use. C₃ = City Council conditional use. A blank denotes a use that is not allowed in that zone.</p> <p>*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.</p>								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	P	P
Dwelling, accessory unit*	P			P	P		P	P
Dwelling, multi-unit*				P*	P		P	P
Dwelling, single unit attached*			P	P	P	P	P	P
Dwelling, single unit detached	P	P	P	P	P	P	P	P
Dwelling, two unit				P	P		P	P
Eating establishment, limited					P*			P
Financial Institutions					P*			P
Food Processing, small scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₁
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C ₂		C ₂
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C ₃	C ₃	C ₃	C ₃		C ₃	C ₃	C ₃
Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C ₂		

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Residential Care Facility							P	P
Retail					P*			C ₂
School*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

(Ord. 3218, 9-13-18) (Ord. 3277, 10-10-19)

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18)

August 4, 2020

7:00 p.m.

Planning Department

Civic Auditorium

Notice: Due to Governor Little's proclamation on March 19, 2020 and the Stay-At-Home Order given on March 25, 2020, the doors to the meeting were locked, but notice was given to the public on how to participate via any of the following ways: Submit comments in writing; participate via internet through a Webex meeting; participate via phone through Webex meeting; and watch the meeting via live stream on the City's website.

MEMBERS PRESENT: Commissioners Natalie Black, Gene Hicks, Brent Dixon, George Morrison, Margaret Wimborne, Joanne Denney, Lindsey Romankiw

MEMBERS ABSENT: Arnold Cantu

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brent McLane; Naysha Foster and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:30 p.m. (late start due to technical difficulties).

CHANGES TO AGENDA: None.

MINUTES:

Hicks moved to approve the July 7, 2020 Minutes with the requested typo corrections, Dixon seconded the motion and it passed unanimously.

Dixon moved to approve the July 21, 2020 Minutes, Morrison seconded the motion and it passed unanimously.

Business:

8. PLAT 20-027: FINAL PLAT. Thatcher Grove Division No. 1.

Applicant: No applicant was present.

Beutler presented the staff report, a part of the record.

Dixon moved to recommend to the Mayor and City Council approval of the Final Plat for Thatcher Grove Division No. 1, as presented, Morrison seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF THATCHER GROVE DIVISION NO. 1, LOCATED GENERALLY SOUTH OF E SUNNYSIDE RD., WEST OF S 25TH E, NORTH OF E 49TH S, EAST OF S 15TH E.

WHEREAS, the applicant filed an application for a final plat on June 23, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on August 4, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on October 22, 2020; and

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

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 12.183 acre parcel located generally south of E Sunnyside Rd., west of S 25th E, north of E 49th S & east of S15th E
3. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance.
4. The proposed development is consistent with the principles of the City's Comprehensive Plan.

II. DECISION

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

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2020

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
THATCHER GROVE, DIVISION NO. 1

This DEVELOPMENT AGREEMENT THATCHER GROVE, DIVISION NO. 1 (hereinafter called "AGREEMENT"), made this 16th day of October, 2020, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and IDEAL HEAVY HAUL, INC (hereinafter "DEVELOPER"), whose mailing address 397 South 35th West, Idaho Falls, Idaho, 83402.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated

within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement

Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from

and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this

Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Nondiscrimination Laws. DEVELOPER shall adhere to the provisions of CITY's Nondiscrimination Ordinance, Idaho Falls City Code Title 5, Chapter 11, as amended.

27. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

28. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

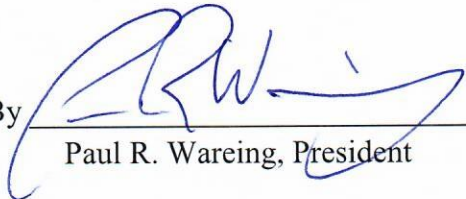
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

(Seal)

THATCHER GROVE, DIVISION NO. 1

By: Ideal Heavy Haul Inc.

By 
Paul R. Wareing, President

STATE OF Idaho)
) ss:
County of Jefferson)

On this 16th day of October, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Paul R. Wareing, known or identified to me to be the President of Ideal Heavy Haul Inc., and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said company.

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



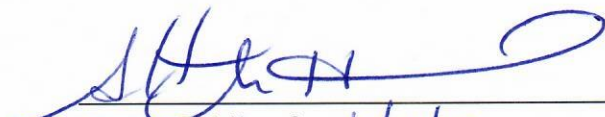

Notary Public of Idaho
Residing at: Jefferson
My Commission Expires: 04/15/2025

EXHIBIT "A"
PROPERTY

THATCHER GROVE, DIVISION NO. 1

Legal Description

**-EXHIBIT A-
Property**

Commencing at the North $\frac{1}{4}$ Corner of Section 33, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, running thence S.00°56'55"E. along the North-South Center Section Line 1312.30 feet to a found 5/8" iron rod with plastic cap stamped L.S. No. 8795, said point accepted as the Southeast corner of Lot 1, Block 12, St. Clair Estates, Division No. 8, an addition to the City of Idaho Falls, Bonneville County, Idaho, said point being on the West Boundary of George Washington Estates, Division No. 1, an addition to the City of Idaho Falls, Bonneville County Idaho, said point being the TRUE POINT OF BEGINNING; running thence S.00°56'55"E. along the West Boundary Line of George Washington Estates, Division No. 1, 2, and 4, additions to the City of Idaho Falls, Bonneville County, Idaho, 1044.94 feet to the Northeast corner of Lot 6, Block 17, St. Clair Estates, Division No. 11, an addition to the City of Idaho Falls, Bonneville County, Idaho; thence N.89°24'04"W. along the North line of said St. Clair Estates, Division No. 11 a distance of 561.44 feet to the Northwest corner of Lot 20, Block 16, said St. Clair Estates, Division No. 11, said point being on the East line of Lot 18, Block 16, said St. Clair Estates, Division No. 11; thence N.00°35'56"E. along the East line of said St. Clair Estates, Division No. 11 a distance of 878.74 feet to the Northeast Corner of Lot 1, Block 16, said St. Clair Estates, Division No. 11, said point being on the South line of Lot 12, Block 12, St. Clair Estates, Division No. 7, First Amended Plat; thence S.89°12'36"E. along the South line of said St. Clair Estates, Division No. 7, First Amended Plat 227.38 feet to a found 5/8" iron rod with plastic cap stamped L.S. No. 8795, said point accepted as the Southeast corner of said Division No. 7, First Amended Plat; thence N.09°55'46"E. along the East Boundary Line of said Division No. 7, First Amended Plat 160.08 feet to a found 5/8" iron rod with plastic cap stamped L.S. No. 8795, said point accepted as an angle point on the South Boundary Line of said St. Clair Estates, Division No. 8; thence N.88°50'15"E. along the South Boundary Line of said Division No. 8 a distance of 280.02 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 530,452 Sq. Ft. or 12.178 acres.

EXHIBIT "B"

SPECIAL CONDITIONS FOR

Thatcher Grove Division #1

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Seven Thousand Six Hundred Dollars \$7,600.00 (38 lots zoned residential at \$200 per lot); payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$ 760.00
January 1, 2021	\$ 1,710.00
April 1, 2021	\$ 1,710.00
July 1, 2021	\$ 1,710.00
October 1, 2021	<u>\$1,710.00</u>
TOTAL	\$ 7,600.00

S-C 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is Three Thousand One Nine Hundred Seventy-Eight Dollars and Fifty-Five Cents \$3,978.55 (530,474 square feet net area at \$.0075 per square foot) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$ 397.86
January 1, 2021	\$ 895.18
April 1, 2021	\$ 895.17
July 1, 2021	\$ 895.17
October 1, 2021	<u>\$ 895.17</u>
TOTAL	\$ 3,978.55

S-C 3.00 Traffic Signs. DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Such signs shall be installed in the manner and locations as directed by the CITY Engineer. DEVELOPER also agrees to pay the sum of \$225.00 simultaneously upon execution hereof, in consideration of the installation by CITY of all traffic control signs necessary for the control of vehicular and pedestrian traffic within the Subdivision.

S-C 4.00. Storm Drainage. Storm drainage will be directed to the existing St. Clair Rd. storm system and pond. The connection shall be by _____.

S-C 5.00 Existing Infrastructure – When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY Right-of-Way, DEVELOPER will coordinate such activities with the applicable owner, (e.g. poles owned by PacifiCorp dba Rocky Mountain Power). Any existing electrical infrastructure owned by PacifiCorp dba Rocky Mountain Power will require a buy-out prior to receipt of electrical service from CITY. Request for the buy-out is to be initiated by DEVELOPER only after annexation, through Idaho Falls Power.

S-C 6.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Twenty Thousand Dollars One Hundred Thirty-Nine Dollars and Twenty-Four Cents (\$20,139.24) (8322 square yards at \$2.42 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.



MEMORANDUM

FROM: Brad Cramer, Director

DATE: Friday, October 16, 2020

RE: Form Based Code Amendment to allow residential uses on the ground floor of a Storefront Building.

Council Action Desired

☒ Ordinance

☐ Resolution

☒ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc)

Approve the Ordinance amending the Form Based Code to allow residential uses on the ground floor of a Storefront Building on the second reading and request that it be read by title (or approve the Ordinance under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the Ordinance amending the Form Based Code, to allow residential uses on the ground floor with certain restrictions. The Planning and Zoning Commission considered this item at its September 15, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation. Per staff's request, the Council approved the ordinance on the first reading on October 8th, giving staff time to make some minor changes to the code language. The changes are included in the attached draft. The changes include minor adjustments to wording describing residential uses and added some clarifying language regarding required occupiable space.

Relevant PBB Results & Department Strategic Plan



☐



☒



☒



☐



☒



☐



☐



☐

Consideration of the Form Based Code amendments must be done consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

NA

Fiscal Impact

NA

Legal Review

This code change has been reviewed by Legal pursuant to applicable law.

City of Idaho Falls Form Based Code October 2020 Edition



4.0 Uses

KEY

- Permitted
- ◐ Permitted in Upper Stories Only
- ◑ Permitted with Development Standards
- Requires a Conditional Use Permit

Use Category and Subcategory Table

	Subdistricts						
	Core A	Historic Center	General A	Edge A	Edge B	Edge C	Future Subdistrict
Residential & Lodging							
Residential	●	◐ ◑	●	●	◐	●	
Hotel & Inn	◐	◐	●	●	●	◐	
Residential Care	●	●	●	●	●	◐	
Civic							
Assembly	◐	◐	●	◐	◐		
Transit Station	●	●	●	◐	●		
Hospital & Clinic	●	◐	●	◐	◐		
Library/Museum/Post Office (no distribution)	●	●	●	◐			
Mail Service (distribution)	◐		◐		◐		
Police & Fire	●	●	●		●		
School	○	○	○	○	○	○	
Retail							
Neighborhood Retail	●	●	●	●	●		
General Retail	●	●	●	◐	◐		
Outdoor Sales							
Service							
Neighborhood Service	●	●	●	◐	◐		
General Service	●	●	●	◐	◐		
Eating & Drinking Establishments	●	●	●	●	●		
Vehicle Service			○		○		
Office & Industrial							
Office	◐	◐	●	◐	●	◐	
Craftsman Industrial	◐	◐	◐	◐	◐		
Infrastructure							
Parking Lot	◐	◐	◐		◐		
Parking Structure (Stand Alone)	◐	◐	◐		◐		
Utility & Infrastructure	○	○	○	○	○		
Open Space	◐	◐	◐	◐	◐	●	
Accessory Uses							
Home Occupation	●	●	●	●	●	●	
Outdoor Storage of Goods			○				
Drive Through			◐		◐		

Table 4.1 (1). Uses by District.

5.0 Buildings

5.3 Storefront Building

1. Description and Intent

The Storefront Building is intended for use as a mixed use building located close to the front property line with parking typically in the rear or side of the lot.

The key facade element of this Building Type requires a ground floor front facade, with large amounts of glass and regularly spaced entrances. This Building Type is encouraged near intersections.

This Building Type is available in a variety of intensities, depending on the Subdistrict within which it is located. For example, minimum and maximum heights are highest in the Core A Subdistrict and lowest in the Edge A Subdistrict.

2. Regulations

Regulations for the Storefront Building Type are defined in the adjacent table.

Notes

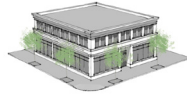
¹ Lots wider than 140 feet are permitted one double-loaded aisle of parking (maximum width of 72 feet), located perpendicular to the front property line, which is exempt from front property line coverage.

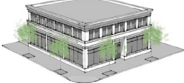
² Above the second story, the upper stories of any building facade with street frontage shall have a step back from the lower stories that is a minimum of six feet.

³ If 18 feet or more in height, ground story shall count as two stories towards maximum building height.

⁴ Additional setback distance is permitted at the discretion of the zoning administrator and his or her designee if utilized as public space, outdoor dining, and/or outdoor seating.

* Subject to review for compliance with line of sight requirements.



		Permitted Subdistricts					
		Core A	Historic Center	General A	Edge A	Edge B	Edge C
Storefront Building Type Table							
1 Building Siting* Refer to Figure 5.3(1)							
	Multiple Principal Buildings	not permitted	not permitted	permitted	permitted	not permitted	permitted
a	Front Property Line Coverage	90%	90%	70% ¹	80%	70% ¹	75%
	Occupation of Corner	required	required	permitted	permitted	permitted	permitted
b	Front Build-to Zone	0' to 5' ⁴	0' to 5' ⁴	0' to 10' ⁴	0' to 5' ⁴	0' to 15' ⁴	0' to 5'
c	Corner Build-to Zone	0' to 5'	0' to 5'	0' to 10'	0' to 5'	0' to 15'	0' to 5'
d	Minimum Side Yard Setback	0'	0'	0'	0'	0'	0'
e	Minimum Rear Yard Setback	5'	5'	10'	5'	5'	5'
f	Minimum Lot Width Maximum Lot Width	none none	none none	none none	none none	none none	none none
	Maximum Impervious Coverage Additional Semi-Pervious Coverage	90% 10%	90% 10%	75% 25%	90% 10%	75% 20%	75% 20%
g	Parking and Loading Location	rear yard	rear yard	rear and side yard ¹	rear and side yard ¹	rear and side yard ¹	rear and side yard ¹
h	Vehicular Access	alley, lane, access lane: if none exists, 1 driveway is permitted per non-primary street, or as approved by the Zoning Administrator or designee					
2 Height Refer to Figure 5.3(2)							
i	Minimum Overall Height	2 story	2 story	2 story	2 story	2 story	2 story
j	Maximum Overall Height	6 stories	4 stories ²	5 stories ²	5 stories ²	5 stories ²	3 stories ²
k	Ground Story: Minimum Height Maximum Height	14' 20' ³	14' 18' ³	14' 28' ³	14' 20' ³	14' 28' ³	14' 20' ³
l	Upper Stories: Minimum Height Maximum Height	9' 14'	9' 14'	9' 14'	9' 14'	9' 14'	9' 14'
3 Uses Refer to Figure 5.3(2). Refer to Chapter 4 Uses for permitted uses.							
m	Ground Story	retail, service, office any permitted use, except that residential shall not be permitted within the required occupiable space					
n	Upper Story	any permitted use			residential, office, service	any permitted use	
o	Parking within Building	permitted fully in any basement and in rear of all stories					
p	Required Occupiable Space	30' deep on all full stories from the front facade, and 30' deep on the ground level of the corner side facade.					
4 Street Facade Requirements Refer to Figure 5.3(3)							
q	Minimum Ground Story Transparency: Transparency requirements apply to street frontages AND frontages to side parking	75%	75%	65% front and corner-side	75%	65% front and corner-side	75%
r	Minimum Transparency per each Story	30%	25%	15%	30%	20%	30%
s	Blank Wall Limitations	required per story, refer to Section 5.2.4 (2)					
t	Front Facade Entrance Type	storefront, arcade					
	Principal Entrance Location	front or corner facade					
	Required Number of Street Entrances	1 per each 75' of front facade	1 per each 75' of front facade	1 per each 100' of front facade	1 per each 75' of front facade	1 per each 75' of front facade	1 per each 75' of front facade
	Vertical Facade Divisions	every 30' of facade width	every 25' of facade width	every 50' of facade width	every 25' of facade width	every 25' of facade width	every 25' of facade width
	Horizontal Facade Divisions	required within 3' of the top of the ground story					
5 Roof Type Requirements Refer to Figure 5.3(3)							
u	Permitted Roof Types	parapet, flat, pitched	parapet, flat	parapet, flat, pitched	parapet, flat, pitched	parapet, flat, pitched	parapet, flat, pitched
	Tower	permitted, excluded from maximum story					not permitted

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
Downtown Form Based Code Amendments
Storefront Building Type Main Floor Residential Units
September 15, 2020



Community
Development
Services

Applicant: City
of Idaho Falls

Attachments:
1. Proposed
Amendment
Language

**Project
Manager:** Brent
McLane

Staff Recommendation: To **recommend** to the Mayor and City Council approval of the amendment language to the Downtown Form Based Code.

Staff Comments:

The current code limits the ground story of storefront buildings to retail, service, and office uses. This restriction has made it difficult for older storefront buildings to convert upper story space to residential uses. When the building code requires an ADA unit an elevator is required to be installed if all the residential units must be located in an upper story. This requirement makes the development of residential units in many of the buildings downtown cost prohibitive. The storefront building type is the only building type that currently doesn't allow for main level residential uses.

To provide an opportunity for main level residential units in the storefront building type will help to alleviate this unintended cost burden to develop residential uses downtown. The proposal is to require the occupiable space (the front 30 feet) of this building type to be commercial in nature. This requirement will maintain the commercial feel of the downtown street, but at the same time allow for residential uses on the main level.

September 15, 2020

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Natalie Black, Gene Hicks, Brent Dixon, George Morrison, Margaret Wimborne, Joanne Denney, Arnold Cantu

MEMBERS ABSENT: Lindsey Romankiw

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

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES:

Morrison moved to approve the September 1, 2020 Minutes with the requested typo corrections, Cantu seconded the motion. Black called for roll call vote: Morrison, yes; Hicks, yes; Cantu, yes; Dixon, yes; Denney, yes; Wimborne, yes. The motion passed unanimously.

Public Hearing(s):

4. RZON 20-013: REZONE. Amendment of Title 10, Chapter 7, Form Based Code, Residential Requirements and uses specifically allowing residential uses on the ground floor in some instances.

Black opened the public hearing.

Applicant: City of Idaho Falls.

McLane presented the staff report, a part of the record.

Black asked and McLane confirmed that residential is not allowed on the front at all. McLane clarified that the first 30' of the building cannot be residential.

Morrison asked how access to the residential section would work and do they have to access through the alley. McLane stated that it could be a variety of ways as some buildings have access through the alley and some have a single door to the street or something in doors where there is a breeze way built into the store front that would provide access to the residential unit.

Black stated that in Mexico you can have a store front and a curtain and have the living section behind there. McLane stated that the building code would not allow that, but there could be a live work situation where someone has a store front with the apartment behind the store.

Hicks stated that during the tour of the Bonneville Hotel the comments he heard repeatedly was about the elevator to get to the upper floors. Hicks asked if the only reason behind this amendment is to eliminate an elevator. McLane stated that is part of the reason. McLane added that the building code requires an ADA unit and if you wanted to put residential on the upper floors you couldn't without an elevator. McLane stated that this will give the option to develop residential uses in some buildings where you cannot install an elevator and stair access is the only way to have residential units.

Dixon asked if a hotel or inn is not permitted on the main floor then how does it work to get to the front desk of the hotel. McLane agreed that in Core A and Historic Center sub districts. Dixon asked Staff to look into that as it seems impractical. Black asked if that would affect Destinations Inn. McLane stated that Destinations Inn is not in either of the sub districts.

No one appeared in support or opposition and no letters were received by staff.

Black closed the public hearing.

Wimborne likes the change as it gives flexibility to the owners and addresses the unforeseen issue but protects the street scape.

Morrison agrees that it is a good idea and a good clean up project.

Dixon moved to recommend to the Mayor and City Council approval of the Downtown Form Based Code Amendments Storefront Building Type Main Floor Residential Units as presented. The motion passed unanimously; Cantu seconded the motion. Black called for roll call vote: Morrison, yes; Hicks, yes; Cantu, yes; Dixon, yes; Denney, yes; Wimborne, yes. The Motion passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING
TITLE 10, CHAPTER 7 BY PERMITTING RESIDENTIAL USES ON THE
MAIN LEVEL, BEHIND STOREFRONT AREAS, IN THE DOWNTOWN
AREA; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY
SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City adopted the adopted the February 2020 edition of the “Idaho Falls Form Based Code” (“Form Based Code”) which was prepared for the downtown and south downtown areas by creating standards to protect and enhance the unique and historic character of those area; and

WHEREAS, the City desires for the standards, maps, and graphics of the code to be consistent and clear; and

WHEREAS, upon review of the code Planning Division staff has determined there are minor updates needed to improve the consistency and clarity of the code’s standards; and

WHEREAS, changes were made to the allowed residential uses within the Historic Center; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve the recommended changes on October 8, 2020.

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

SECTION 1. Title 10, Chapter 7, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

10-7-1 THE IDAHO FALLS FORM BASED CODE ADOPTED:

A. The Idaho Falls Form Based Code, ~~2020 February~~October 2020 Edition, is hereby adopted as an official Code of the City.

B. Code on File. One (1) copy of the Idaho Falls Form Based Code, ~~2020 February~~October 2020 Edition, shall be retained by the Clerk for use and examination by the public.

...

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 _____, 2020.

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 10, CHAPTER 7 BY PERMITTING RESIDENTIAL USES
ON THE MAIN LEVEL, BEHIND STOREFRONT AREAS, IN THE
DOWNTOWN AREA; PROVIDING SEVERABILITY, CODIFICATION,
PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK